SUPPLEMENTAL AGENDA

March 22, 2011

ALACHUA COUNTY COMMISSION MEETING
COUNTY ADMINISTRATION BUILDING
12 SOUTHEAST FIRST STREET
ROOM 209

ITEMS TO BE MOVED FROM CONSENT AGENDA TO THE REGULAR AGENDA

- ***ITEM # 57:*** *Historic Ad Valorem Exemption for two properties in Gainesville for 10 years beginning 2011, per Chair Pinkoson* ***(to follow Item # 19)***

- ***ITEM # 58:*** *Environmental Protection Advisory Committee, extension of sunset date, per Commissioner Baird* ***(to follow Item # 57 above)***

- ***ITEM # 60:*** *CHOICES Amendment with UF for Mobile Clinic, per Commissioner Baird* ***(to follow Item # 22)***

- ***ITEM # 61:*** *CHOICES Enrollment Update , per Commissioner Baird* ***(to follow Item # 60 above)***

Randall H. Reid

From: Jackson Sasser [jackson.sasser@sfcollege.edu]
Sent: Monday, March 21, 2011 5:36 PM
To: Randall H. Reid
Subject: Choices Program

Dear Randy:

I ask that the County Commission reconsider its decision to exclude Santa Fe College students from the Choices health care program.

I know that the commission's decision to exclude SF and University of Florida students was well intentioned and made in the belief that the two higher education institutions already have comparable comprehensive health care services.

This is why I point out the vast difference between the size and scope of the UF health care system and that at SF. In its own words, UF's excellent Student Health Care Center is an accredited outpatient clinic staffed by knowledgeable physicians, physician assistants, advanced registered nurse practitioners, registered nurses and many other health specialists. UF offers primary care, women's health services, acute care/trauma services, special clinics (allergy injections, immunizations, travel counseling), laboratory services, dermatology services, nutrition services, psychiatric services, pharmacy, physical therapy, sports medicine, radiology/X-ray/EKG services.

UF has at least 41 health care personnel who rotate and work in teams to serve students 44 hours per week. There are three student health clinics on the UF campus.

Again in its own words, UF's clinic operates much like a small doctor's office so patients can return to the same group of providers for continuity of care.

In contrast, Santa Fe operates what truly can be deemed an infirmary. We offer no primary care, just basic services such as shots, first aid, prescriptions and blood pressure checks. We have one full time registered nurse and two part time registered nurse specialists. The SF clinic is open fewer hours daily is closed at lunchtime because we lack staff.

It is very relevant in this context that Santa Fe has far more students from economically disadvantaged backgrounds than does UF.

Thank you for your consideration of the inclusion of Santa Fe in the Choices program.

Sincerely

Jackson

SF SANTA FE COLLEGE

County Manager's Report March 22, 2011

1. **Annual Bus pass program expiring in May**: For the past several years we have paid the City of Gainesville $6,750.00 (annually) to provide us with 1,000 bus passes for employees who work in the downtown area (we have issued only 80 passes). That amount will be same for this coming year. We have issued 17 passes since May of last year, 5 were to new hires, the other 12 were for people who replaced their ID cards as we place the sticker on the employee's ID.

   We had considered eliminating this program last year and to see what ridership was at that time we conducted a survey. There were 3 people who used the bus pass daily (one of those has terminated employment since the survey), 12 used it a few times a week and the others use it monthly or never at all

   If we want to continue the program I will need to have HR begin working with John Johnson on the renewal and if we eliminate the program the employees who use the program need advance notice so they can make arrangements to purchase their own bus passes or make other transportation arrangements.

"According to census data, businesses with less than 20 employees during the period 1993 to 2006 generated 72 percent of the new jobs while firms with more than 500 employees only generated 12 percent of the new jobs during this period. However, the bureau data indicates that small businesses generated 24 percent of new job growth during this period while large firms with more than 500 employees accounted for 37 percent of job growth. The differences are in the methodologies used to classify firms for job growth calculations. For the census data, the company remains at its original classification for the entire period to determine the number of new positions created for each firm.

However, the bureau moves a company from one category to the next as it grows past 20 becoming a medium sized company and then on to the 500+ employee large firm threshold.

The census data methodology is more compelling because it shows that most of the job growth during this 13 year period was generated by companies that originally entered the analysis with less than 20 employees with a substantial portion growing to medium and large size companies during the observation period.

These results show that long term growth in employment comes from small companies with big ideas that rapidly grow to large companies creating new jobs in their wake."

-Dr. Swint Friday, Professor of Finance, Texas A&M

Additional Resources & Reading

- Buy Local North Central Florida website: www.buylocalncf.org
- The Business Alliance for Local Living Economies (BALLE): www.livingeconomies.org/
- US Small Business Administration, Advocacy Small Business Statistics and Research, Frequently Asked Questions: http://web.sba.gov/faqs/faqindex.cfm?areaID=24
- Friday, Dr. Swint, "Small Businesses Are the Estuaries of Our Economy". Sept. 23, 2010.
- McKibben, Bill. *Deep Economy: The Wealth of Communities and the Durable Future*. Holt, New York: 2007.
- Shuman, Michael H. *The Small-mart Revolution: How Local Businesses Are Beating the Global Competition*. Berrett-Koehler, San Francisco: 2006.
- Tasch, Woody. *Slow Money*. Chelsea Green, White River Jct., Vermont: 2010. www.slowmoney.org

Contact Information:

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"Re-Entry, not an option, but a reality...Establishing a community Re-Entry Coalition"

Need for Coordination of Re-Entry Services

- Honorable Chief Judge Martha A. Lott – Honorable Rodney Long attended Governor Summit on Re-Entry June 17 & 18, 2008.
- North Central Florida Ex-Offender Re-Entry Coalition (NCFERC) – 2008
- Prior to 2008 no systemic approach was developed to focus on Re-Entry

Collaboration of Efforts

NCFERC is comprised of approximately 150 members, including such groups as:

- Florida Department of Corrections
- Alachua County Housing Authority
- Department of Court Services
- African American Accountability Alliance
- Florida Works
- Meridian Behavioral Healthcare, Inc.
- CDS Family & Behavioral Services
- Veteran's Affairs
- DCF-SAMH
- Ministry for Justice
- Gateless Gate

Engaged Parties

- Faith Based partners
- Chamber of Commerce
- Santa Fe Community College
- University of Florida Law School
- Josiah T. Walls Bar Association
- Martin Luther King, Jr. Foundation of Florida

Target Population

- Ex-Offenders with housing, employment, substance abuse and mental health needs
- Inmates returning to Alachua County from DOC Institutions
- Ex-offenders with DOC Community Corrections
- Department of Court Services clients
- Ex-Offenders residing in community with no period of supervision
- Veterans returning and residing in Alachua County

Services Provided by Community Partnership

- Department of Corrections conducts pre-release 100 hour transitional program at institution
- NCFERC conducts visitations at institutions to discuss post release options and services
- Josiah T. Walls Bar Association has an ongoing clinic to assist ex-offenders with restoring civil rights
- UF Levin College of Law community canvassing project

Services Provided by Community Partnership

- NCFERC, Florida Department of Community Corrections, State of Florida Correctional Institutions, Department of Court Services, and the Gainesville Area Chamber of Commerce conducted a post-release job fair. Attended by 550 offenders, 220 from DOC, 140 from other criminal justice agencies and 190 with no link to community supervision.
- Florida Works Satellite Office (ACHA) which identifies Work Opportunity Tax Credit and Federal Bonding programs provided by the US Department of Labor.
- Chamber of Commerce (Florida Works) and Department of Court Services provided employment workshops at Lancaster Correctional (February 2010) and Union Correctional (May 2010).

Services Provided by Community Partnership

- Annual Conference on Offender Re-Entry

  Franchatta J. Barber, Florida DOC, Assistant Secretary for Re-Entry, Savannah Impact Program, Operation New Hope, Jacksonville Re-Entry Center, Mona Burns, Re-Entry in Prison Programs, and Evidence Based Practices in Forensic Programs; presented at Annual Conferences co-sponsored by Florida DOC, Florida Department of Juvenile Justice, Florida Association of Community Corrections, 4 A's, and Department of Court Services Coordinated by NCFERC

- Service Referral

  Housing Assistance, Employment, Mental Health & Forensic, Criminal Thinking, Substance Abuse, Veteran Services, and Restoration of Rights and Expungement of Records, Batterers Intervention, MRT-Moral Reconation Therapy, Motivational Interviewing, T4C-Thinking for a Change, Parenting, Detox/Acute Care Services/Crisis Stabilization, Emergency Mental Health Care Services

Entrepreneurship Program Work Release

- Start Your Own Business/Become Your Own Boss
- The workshops include:
  - SCORE – Business start up basics
  - Developing Business Plans
  - Securing Capital – Participation by Lenders
  - State Incorporation
  - Innovation Gainesville/Gainesville Area Chamber of Commerce
  - Offenders Owned Business and their Experience
  - Mock job interviews
  - How to overcome issues around seeking employment with a history of criminal activity and incarceration
  - Three Part Series – Next series June 2011

Levin College of Law

- Canvassing Project 2007 – 2010
- Law Students and Community Leaders Canvas Neighborhood to advise of Law School Eastside campus restoration of rights and expungement of records program
- Visits to Columbia Correctional Facility
- Annual community workshop with Josiah T. Walls Bar Association and MLK Commission

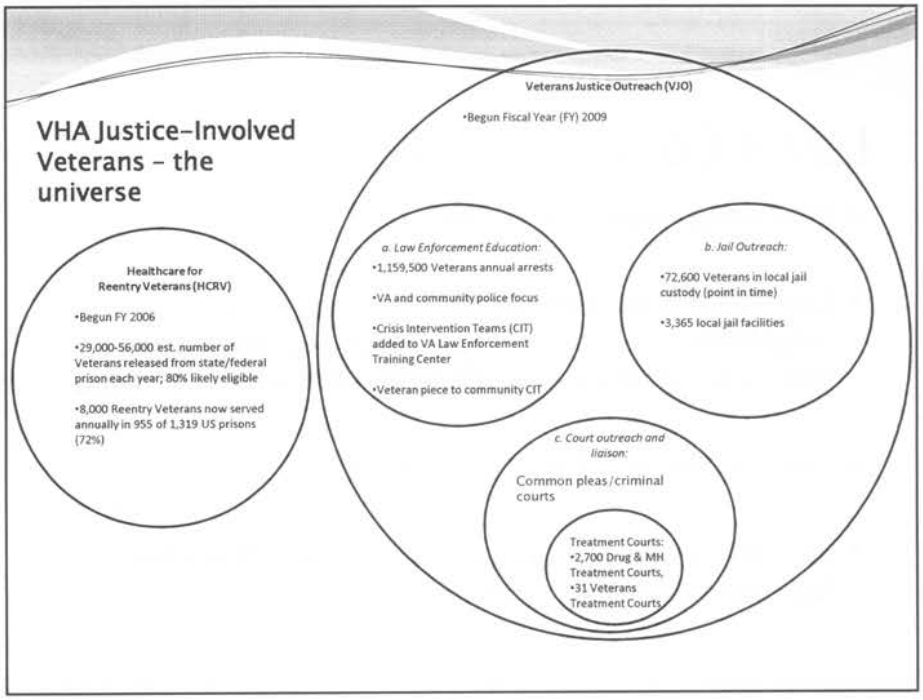
Re-Entry and Justice Outreach – Part of the Plan to End Homelessness Among Veterans

Health Care for Re-Entry Veterans (HCRV - 2007)

- Monthly report from DOC – Veterans within 6 months release
- 38 Veterans originating from Alachua County in 3 months
- Licensed Clinical Social Worker conducts prison outreach, VA enrollment, release planning

Veterans Justice Outreach Program (VJO -2008)

- Weekly Veteran reports from Alachua County Jail
- Licensed Clinical Social Worker does jail outreach and works with Court Services
- 35 diversions & direct placements, most in Alachua County



VA Services

Veterans must meet eligibility criteria

- Primary Care
- Mental Health Care
- Substance Abuse Treatment
- Health Care for Homeless Veterans (housing)
  - Programs with housing and case management for 3 months - 5 years
- Specialty Care

Federal Grants Awarded to Court Services

- Criminal Justice Diversion Resource Coordinator and Direct Client Services
- No Wrong Door: Case Management and Direct Client Services
- No Wrong Door: Residential Treatment
- Pretrial and Probation Drug Treatment (x2)

- No local match funding required

Criminal Justice Diversion Resource Coordinator

Identify Needs of Persons with Co-occurring Disorders

- This project is identifying the need for additional services to help implement a system level response to manage resources for the target population.
- Common unmet needs include housing, medical/dental care, access to prescriptions, transportation, and employment.

Criminal Justice Diversion Resource Coordinator (CJDRC)

- Two year grant funded through the Department of Justice that ends on 30 September 2011
- $178,870 provided for the CJDRC position and approximately $24,000 for direct client services
- Currently investigating grant funds for continued/expanded services
- Works closely with the existing Forensic teams and No Wrong Door Program Specialist

No Wrong Door Program Specialist

- Funded through the Bureau of Justice Assistance
  - Three year project ends September 2012
  - Total combined project $728,870
    - $392,988 in direct service funds (housing, medications, etc.)
- Must be under Court Services supervision and have a substance abuse, and/or mental illness
  - Case management services
    - Expedited psychiatric evaluations (within 3 days)
    - Emergency and longer term transitional housing
    - Funds to purchase medications
    - Assistance with transportation
    - Linkage with community resources

No Wrong Door Residential Treatment

- $900,000 over a two year period will open twelve dedicated residential treatment beds for offenders with co-occurring disorders
- Individuals must be under the supervision of Court Services
- Will provide a much needed enhancement to the local continuum of care for individuals with co-occurring disorders so that they may be diverted from jail
- Services slated to begin in Spring 2011

Drug Treatment for Pretrial and Probation Defendants

- The grant funds one Drug Counselor for up to four years to provide drug treatment for Probation and Pretrial clients in the Department of Court Services
- Grant amount is $231,032
- Up to ninety (90) clients will be served each year under the grant
- Focus of grant is to improve the availability and continuity of treatment to improve offender outcomes

Drug Treatment for Pretrial and Probation Defendants

- Adds an additional Drug Counselor position for twenty-two months to enhance the treatment services provided to Pretrial and Probation clients
- Grant amount is $106,709
- Will serve an additional ninety (90) clients per year for the life of the grant

Re-Entry, not an option, but a reality...

Questions & Comments

STRATEGIC PLAN
NORTH CENTRAL FLORIDA EX-OFFENDER RE-ENTRY COALITION

Vision Statement: We will develop a plan for re-entry of ex-offenders into the North Central Florida area from a systemic perspective aligning all the partners within the coalition for support from inside the institution until the offender becomes a successful contributing member of our communities.

Strategic Planner: Larry McDaniel, Alachua County Department of Court Services

Accountability Manager: Joe Lipsey, Alachua County Work Release Center

Areas Involved: Florida Department of Juvenile Justice, Alachua County Department of the Jail, Florida Department of Corrections Parole and Probation Services, Department of Children and Families, Alachua County Housing Authority, Fire of God Ministries, Florida Department of Corrections Institutions (Reception Medical Center, Lake Butler, FL, Lake City Community Correctional Institute, Gainesville Correctional Institute, Lawtey Correctional Institute, and all surrounding state institutions within a 75-mile radius of Gainesville, FL), Gateless Gate Zen Center, Department of Corrections Central Office of Re-Entry Bureau of Inmate Transition, Tallahassee, FL, FloridaWorks Employment, Gainesville Area Chamber of Commerce, Catholic Charities, Florida Legal Institute, African American Accountability Alliance, CDS Family and Behavioral Health Services, Inc., Gainesville/Alachua County Office on Homelessness, Meridian Behavioral Health Care, Inc., Alachua County Department of Court Services, Florida Institutional Legal Services. Inc, Ministry for Justice & Reconciliation, House of Hope of Alachua, New Beginnings Ministries, Alachua County CHOICES Health Services, Alachua County Department of Community Services, Alachua County Jail Population Management Program, Veteran Services

Engaged Parties: Faith Based Partners, Educational System, Elected Officials (Alachua County Board of County Commissioners, City of Gainesville City Commission, Local Employers, Chamber of Commerce, Santa Fe College, University of Florida Law School, Josiah T. Walls Bar Association, Martin Luther King, Jr. Commission of Florida, Inc.

Pre-Implementation Phase: January 15, 2008 – July 15, 2008

1. Identify organizations and groups to participate in development and implementation of our short-term and long-range objectives for re-entry of offenders into North Central Florida pursuant to the plan developed by the North Central Florida Ex-Offender Re-Entry Coalition.

A. Contacted Florida Association of Community Corrections Board of Directors requesting approval to conduct a regional training workshop on re-entry for ex-offenders. March 2008 – **Assigned to Sharon Longworth, Probation Supervisor, Alachua County**

B. Worked with African American Accountability Alliance, Josiah T. Walls Bar Association, University of Florida College of Law and the Martin Luther King, Jr. Foundation for Florida, Inc. to expand on the restoration of rights for ex-offenders and the Street Legal Clinic. The Josiah T. Walls Bar Association and the University of Florida College of Law established a Restoration of Rights Clinic for ex-offenders operating on the Eastern part of the city on a weekly basis. The University of Florida College of Law incoming students as a requirement for community service walked the neighborhoods and briefed citizens on the availability of the Restoration of Rights Clinics. We additionally worked with the African American Accountability Alliance and the faith based community on workshops in the churches for offender's restoration of rights. Continuing on-going project- Assigned to Meshon Rawls, Professor University of Florida College of Law, **Responsible Party Ed Jennings, Jr., Co-Chair African American Accountability Alliance.**

We have completed third year project with approximately 50 students and 20 community volunteers. Martha Lott, Chief Judge Eighth Judicial Circuit and Chief Tony Jones, Gainesville Police Department served as motivational speakers to our law students and community volunteers led students through selected neighborhoods in teams advising residents of availability of services for the law clinic in August 2010.

C. Formalized a SIT (Strategic Implementation Team) to identify initial potential stakeholders for development of the re-entry coalition. Assigned responsibilities that included contacting the major correctional institutions within a 75 mile radius of Gainesville, Florida. **Assigned – Larry McDaniel, North Central Florida Ex-Offender Reentry Coalition Strategic Planner.**

Planning Phase: July 16, 2008 – January 2009

A. Reviewed data from Governor's Summit on Re-Entry.

B. Secured local data from institution reports on state correctional facilities within a 75 mile radius.

C. Established dates for potential meetings and events.

D. Developed initial statistical date on projections of prison releases and identified targeted areas for distribution of information and invitation to initial meeting.

E. Identified initial group to work on development of re-entry coalition. Contacted state representatives appointed to Governor's Council for Re-Entry. Obtained results of Governor's Summit from state representatives. Started organizing initial meeting based upon recruitment of organizations and individuals from the following areas: Criminal Thinking, Mentoring, Housing, Substance Abuse, Mental Health and Health Services, Education/Vocation, Offender Supervision Programs and Post Release Employment. Initial meeting was conducted on September 8, 2008 with approximately fifty representatives from various organizations. **Completed by North Central Florida Ex-Offender Reentry Coalition**

F. Conducted a "Re-Entry, not an option, but a reality...Establishing a community Re-Entry Coalition" Workshop. Group partnered with the Florida Association of Community Corrections to invite evidence-based programs that had quantifiable measurable data to support their success as community

alternatives for re-entry of offenders into the community. Workshop had 140 attendees and presentations for Best Practices programs was made by the Savannah Impact Program, Pinellas County Ex-Offender Re-entry Coalition, Operation New Hope (faith based), and the Attorney General's Office Gang Initiative Re-entry Options. The Keynote speaker was Franchatta J. Barber, Assistant Secretary for Re-Entry Florida Department of Corrections. **Completed by North Central Florida Ex-Offender Reentry Coalition. A second workshop was conducted in November 2009 entitled, "Re-Entry, a collaborative perspective from the inside-out". The workshop was in partnership with the North Central Florida Ex-offender Reentry Coalition, Florida Association of Community Corrections, Florida Department of Corrections, Department of Court Services and African American Accountability Alliance. The keynote speaker was Pam Denmark, Deputy Assistant Secretary for Re-entry, Florida Department of Corrections. Jacksonville Reentry Center Program (JREC) provided an overview of their portal of reentry services. Presentations were presented on evidenced-based practices, Thinking for a Change, Moral Reconation Therapy and forensic/substance abuse mental health programming. The correctional facilities participating in our reentry coalition within an hour and half radius presented on programming provided by the institutions for reentry services.. The presentation was a panel comprised of wardens, assistant wardens, and reentry staff. The concept of the panel was to develop a plan for closing the gaps between services provided by institutions and those planned and implemented by community based providers of reentry services. The conference was attended by approximately 100 criminal justice professionals and community based members.**

G. Coalition has been divided into committee structures according to the areas identified by the Governor's Council on Re-entry: Criminal Thinking, Mentoring, Housing, Substance Abuse, Mental Health and Health Services, Education/Vocation, Offender Supervision Programs and Post Release Employment. We have met on a monthly basis and received presentations from the critical areas identified by the plan. We have presentations from the Alachua County Housing Authority, Chamber of Commerce/Florida Works, State Correctional Facilities, Alachua County Work Release Center, etc. **On-going process**

H. Florida Department of Corrections Parole and Probation, Florida Works/Chamber of Commerce, Alachua County Department of Court Services through the Re-Entry Coalition organized a series of trainings preparing ex-offenders to be employment ready. The coalition organized a job fair in March 2009 that was attended by 556 offenders with 220 from the Department of Corrections, 190 from the general public with no links to supervision and the remainder from a series of criminal justice agencies. **Assigned Carol Windham, Day Reporting Program, Department of Court Services. Responsible Party – Deborah Hardin, Department of Corrections Supervisor Eighth Judicial Circuit, Joe Lipsey, Work Release Manager, Department of Court Services – on-going.**

I. We have developed a vision for the Coalition and formed a committee to work on the Coalition becoming on non-profit organization. **Assigned - Joe Lipsey, Work Release Manager, Department Court Services.**

2. Coordinate a service provision plan for ex-offenders' re-entry between the criminal justice and therapeutic communities utilizing evidence-based practices. Additionally, assure that the programming

has validated assessment and risk tools to measure risk to the community and services required to assist offenders in becoming productive contributors to the community. **Assigned – Tom Tonkavich, Jail Population Manger, Department of Court Services & Tara Mitchell, Department of Children & Family Services, Leah Vail, Forensic Mental Health Unit.**
Tom Tonkavich is working with the Northpointe to assist in ascertaining the use of the institutional assessment and reentry programming provided by the tool for case planning for our population.

A. Identify participants from the criminal justice and therapeutic communities participating in the re-entry coalition. The participants identified from the coalition were CDS Family and Behavioral Services, Inc. – Drug/Substance Abuse; Meridian Behavioral Health Care, Inc, - Drug/Substance Abuse/Mental Health; Alachua County OPUS/Drug Court/Day Reporting- Drug/Substance Abuse; Veteran's Services – Drug/Substance Abuse/Mental Health; Florida Department of Juvenile Justice; Alachua County Sheriff's Department of the Jail; Florida Department of Corrections Parole and Probation Services; Department of Children and Families; Alachua County Department of Court Services Probation & Community Service Programs. **Assigned – Tom Tonkavich, Jail Population Manger, Department of Court Services & Tara Mitchell, Department of Children & Family Services, Leah Vail, Forensic Mental Health Unit.**

B. Establish meeting to determine use of evidence-based practices. Practices identified include Motivational Interviewing; Cognitive Behavioral Drug Treatment Program/Work Release; Post Plea Drug Court to address high risk drug offenders; Jail Population Management Program to include centralized screening team; COMPAS Risk & Needs Assessment Tool; Expanded Electronic Monitoring; GPS for high risk offenders; Direct Sentence Option to Community Service Work Crew in lieu of incarceration; Felony Release Direct Sentence in lieu of incarceration; Day Reporting; CCI Criminal Cognition Intervention; MRT Moral Reconation Therapy; REBT Rational Emotive Behavioral Therapy; Batterers Intervention; Anger Management; **On-going- determination made to use Thinking 4 a Change, COMPAS Assessment Tool, and Motivational Interviewing. CST will conduct screenings and case management plan initial development – Assigned- Lori Hiebert, Day Reporting Supervisor, Alachua County**

C. To determine the most effective means or tools to measure risks of recidivism and needs for ex-offenders. COMPAS is a risk and need assessment tool presently being implemented by the Department of Court Services for offenders. Investigate the tools that are presently used by the State Department of Corrections Institutions and other correctional facilities prior to release. If assessment tools are different determine requirements for agreement on tools to be used at correctional facility and upon release. Additionally, the information pursuant to departmental regulations that can be released to the coalition regarding inmates risk and needs shall be vetted by the group. **Department of Corrections Institutional Staff, Columbia Correctional Institution- Mona Burns, Salatheia Brown, Community Service, Department of Court Services.**
Presently reentry staff are attending the monthly meetings conducted at Columbia CI to work with reentry staff on selection of appropriate tools. Quarterly the meeting has reentry staff from other institutions within Region 2. Additionally, Region II staff attend our monthly meetings.

3. Develop a job placement program that includes assessment, training, bonding, substance abuse monitoring and treatment for employment of offenders in the public sector. The training component will provide the availability of options upon assessment for education, job placement, vocational services, veteran's services, housing, and mental and physical health care provisions utilizing community based services. The re-entry coalition model will work with local employers by developing contracted services for offenders upon release from incarceration. **Radha Selvester, CDS Behavioral & Modification Services, Joe Johnson-Chamber of Commerce/FloridaWorks, Gail Monahan, Alachua County Housing Authority.**

A. Continue to work with job fair team comprised of Florida Works, State Department of Corrections; Chamber o Commerce; Department of Court Services; Alachua County Community Support Services; **On-going**

B. Work with local employers through Chamber of Commerce and City /County Government to determine potential employers for contracted services.

C. Complete further research on other programs. Determine criteria for programming mission. Determine components of program. Determine frequency of program. **Salatheia Brown, Community Service Supervisor, Alachua County Court Services.**

D. Research possible sites for programs. Develop budget including fees and plan for indigent offenders. **Gail Monahan, Director Alachua County Housing, Larry McDaniel, Sentencing Alternative Manager Alachua County Court Services, Jim Santangelo, Drug Court Manager**

E. Develop job description and classifications for position. Develop program policies and procedures. Contact work force development, community college and programs involved in both vocational rehabilitation and educational services for potential entry into memorandum of understanding. **Gail Monahan, Director Alachua County Housing, Larry McDaniel, Sentencing Alternative Manager Alachua County Court Services**

F. Develop orientation process for participants. Develop assessment tool for offenders, courts, criminal justice agencies and other as needed. North Central Florida Ex-offender Reentry Coalition team, **Tom Tonkavich, Jail Population Manger, Department of Court Services & Tara Mitchell, Department of Children & Family Services, Leah Vail, Forensic Mental Health Unit.**

4. Develop a continuum of services for identified population with participating institutions for substance abuse and education beginning with programming during incarceration that transitions to community based programs upon their release from incarceration. **On-going – presentation was conducted at regional training workshop on developing effective tools to close gaps in services on November 2009.**

A. Contact institutions to determine programming provided for inmates prior to release from incarceration. Institutions 100 hour pre-release training, substance abuse, and thinking for a change. **Completed**

B. Determine re-entry programming provided by local correctional facilities, i.e., County jails and work release centers. Alachua County Department of Court Services Work Release Program Readiness Component, Anger Management Education, Cognitive Behavioral Intervention Group, GED and Literacy Tutoring, Balance 360 substance abuse treatment, 12 Steps AA/NA/CA Smart Recovery, The Game, Group for Dealers, Florida ID/DL Attainment, DLAC Class. **On-going**

5. Coordinate with local faith based community and local government on development of housing opportunities for ex-offenders upon release from incarceration. **On-going – Ministerial Alliances Dr. Karen Cole-Smith, 4A's Faith based, Dr. Detroit Williams, Pastor Williams Temple Church of God in Christ, Faith based Chairperson, 4A's Committee ; K.C. Walpole, Gateless Gate Zen Center**

A. Met with the House of Hope on potential beds for inmates released from state institutions. Currently the House of Hope serves male inmates and has residential beds for approximately 9 inmates. Recently the House of Hope has closed its facility for female residents and there maybe some potential for utilization of the facility that had the capacity to house five female residents pursuant to conversations with the House of Hope Board of Directors. **On-going – Special note: Explore probability of use of newly established veterans domiciliary, The Honor Center "(Hope, Opportunities, Networking, Outreach & Recovery) for prerequisites on residency for ex-offenders with criminal histories. Work through our internal contacts to establish potential use of 44 bed facility.**

B. Housing Assistance by the VA and Public Housing **On-going - Gail Monahan, Project GRACE, VA Residential Grant**

Implementation Phase:

6. Reduce recidivism by 50% over a five year period. **Second Chance Grant opportunities investigate possibility for funding, Reentry Coalition/Alachua County Housing Authority**

A. The program will have a goal to serve 100 offenders during the course of the first year. The second year goal will be to serve 200 offenders during the course of the year and remain consistent with this number during the course of the grant. **These offenders will be matched with individual mentors from pre-established listings through the African American Accountability Alliance and NCFERC**

B. Create measures that address the following for the BJA Mentorship Grant 2010:

- Percent increase in number of program mentors recruited
- Percent of program mentors successfully completing training
- Percent of trained program mentors with increased knowledge of the program area
- Program mentor retention rate

- Number of grantees implementing an evidence-based program/practice
- Percent of offenders retained in the program
- Percent of mentoring programs with active partners
- Number of offenders served
- Percent of offenders completing program requirements
- Percent of offenders who offend/reoffend
- Percent of offenders exhibiting desired change in the targeted behavior
- Percent of offenders with whom an evidence-based practice was used
- Number of transitional services offered in conjunction with mentoring

The Coalition will continue to measure the following:

- Measure return to incarceration within a 1 year period of release
- Percentage of violations of offenders in re-entry program in comparison to general probation population
- Percentage of job referrals and offenders obtaining employment within 30 & 45 days
- Percentage of offenders referred to treatment
- Percentage of offenders participating in treatment
- Percentage of offenders successfully completing treatment
- Number of offenders entering program without stable residence
- Number of offenders referred to housing assistance and specific referral resource, i.e., Veteran's Administration, Contracted Housing, etc.
- Number of offenders receiving permanent housing
- Number of assessments completed
- Number of assessments recommending substance abuse assistance
- Number of offenders referred for mental health treatment
- Number of offenders recommended for GED and Higher education
- Number of offenders who will require medical attention, referral, or assistance
- Percentage reduction in drug use during program participation
- Percentage reduction in alcohol use during program participation
- Number of jobs developed and subsequent placement
- Percentage of offenders in compliance with conditions ordered by the court on a monthly basis, i.e., child support, treatment, community service, restitution, employment
- Perform risk and needs assessment on all program participants at intake
- Develop individual supervision plan for all program participants based on risk and needs assessment tools
- Measure number of hours completed by faith based partners in mentoring offenders at institutions and in community based program
- Provide 20 hour orientation for each program offender that includes job readiness, educational assessment, housing availability, driver's license and ID requirements (DLAC referral), program rules of the road (policies and procedures), Criminal Thinking, and skills assessment

Develop criteria with program staff and Jail Population Management Program to measure and report progress to Coalition and Alachua County Housing Authority

7. Develop mentorship component utilizing faith based partners and local organizations to assists in developing programming designed to maintain healthy family relationships and provide appropriate victim services.

A. Met with New Beginnings Re-Entry Partnership Program based in Jacksonville, Florida and Alachua County includes three basic components. Institutionally Based Programs, Community Based Transition Programs, and Community Based Long-Term support.

8. Develop sustainability plan for longevity of the program.

A. Develop post release listing of service providers programs that are provided at no cost or on a reduced basis by community treatment providers. **On-going - North Central Florida Ex-Offender Reentry Coalition**

B. Create collateral relationships and inter-local agreements with governmental bodies and agencies to develop long range plans for in-kind services that can be provided at little or no cost to program participants. The County Board of Commissioners has approved the Alternative Futures project plan to include development of a Work Incentive Program for ex-offenders, funding assistance for public purpose dollars for Coalition not to exceed $3000.00 and Prisoner Reentry Program by Alachua County Community Support Services for coordination of case management services. Also, the Alachua County Grace Market Place Homeless Assessment Center provide case management and residential assistance and is set to start construction in the next fiscal year and could serve as a co-location for transitional services. **Alachua County Housing Authority; Larry McDaniel, Department of Court Services.**

C. Determine availability of funding from coalition partners and government agencies to determine funding streams for issues impacting the offender's re-entry into the community, i.e. Homeless Coalition, Housing, State/Federal Mental Health Substance Abuse.

D. Develop application for 501.c3 non-profit status. **Joe Lipsey, Work Release Manager, Larry McDaniel, Sentencing Alternatives Manager, Glenn Alston, Deputy Manager, Eighth Judicial Circuit Community Corrections.**

E. Develop fundraising plan for the re-entry coalition to address program services. **North Central Florida Reentry Coalition**

Special Note: The Strategic Plan is monitored at monthly Coalition meetings for assignment and maintenance of responsibilities on the third Monday of each month. The meeting is conducted by the Strategic Planner, Larry McDaniel, Sentencing Alternatives Manager for Alachua County Department of Court Services. Revised by NCFERC March 2010

ATTACHMENT TO STRATEGIC PLAN

FACC BROCHURE on the following page is referenced in the plan.

From: Randall H. Reid
Sent: Wednesday, March 16, 2011 5:26 PM
To: Micanopy Town
Cc: BOCC (Only Commissioners); Richard Drummond; Steve Lachnicht; Ken Zeichner
Subject: RE: Boundary Adjustment Act 5 Year Update 2011

Thanks I will convey your thoughts to the Commission and staff.

Randall Reid
County Manager

From: Micanopy Town [mailto:micanopytown@bellsouth.net]
Sent: Monday, March 14, 2011 3:59 PM
To: Randall H. Reid
Subject: Boundary Adjustment Act 5 Year Update 2011

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14 March 2011

Randall Reid
County Manager
Alachua County

REF: Your 11 January 2011 Letter, Same Subject

Randall,

As you may recall the Alachua County Commission first considered then elected to reject the Town of Micanopy's 2006 proposed update, and ultimately reduced the Town of Micanopy Urban Reserve Area as defined pursuant to the Boundary Adjustment Act. Consequently, the Town elected not to accept nor adopt the Boundary Adjustment Act and its 2006 update as proposed by the County.

It would be counter productive to undertake another update with the same consequence as previously, especially considering the personnel (time & effort) and monetary resources expended in such an undertaking. However, some assurance on the part of the County that a current endeavor would be fruitful in re-establishing the Town's Urban Reserve at a reasonable level from the Town's perspective may well stimulate the Town's being amenable to further consideration of the matter at this point.

Charles Kelley
Town of Micanopy
14Mar2011.

LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
February, 2011

15 Years

Environmental Protection: **Augustine Olmos**

20 Years

Information Services: **Virgilio Vensamoye**

25 Years

Environmental Protection: **Chris Bird**

30 Years

Growth Management: **James McNiel**

Alachua County Florida
A Proclamation

Declaring "Disability Awareness Month" in Alachua County, Florida

Whereas, *a nationwide campaign conducted in March 2011 will mark the 21st anniversary of the enactment of the Americans with Disabilities Act (ADA) and the 35th anniversary of the Individuals with Disabilities Education Act (IDEA); and*

Whereas, *the Arc of The United States was founded over 60 years ago and The Arc of Alachua County was founded in 1966. Nearly 4 million Americans who have grown up with severe physical or mental impairments have benefited from the prospect of a brighter future and greater opportunity because of these services; and*

Whereas, *we seek to extend the substantial progress made in the past six decades, especially by enforcement of those laws, and the elimination of barriers which continue to limit opportunities in employment, housing, public accommodation, and education for people with disabilities; and*

Whereas, *we recognize that, at some time in our lives, most in our society will have limitations of some kind, be they physical, mental, emotional or educational. The theme of this year's campaign is "Towards Independence: Employability – Technology and Quality of Life"; and*

Whereas, *we have long supported the nation's commitment to equality of opportunity, full participation, independent living and economic self-sufficiency for all people with disabilities; and*

Whereas, *we recognize the importance of building accessible, inclusive and integrated communities where children and adults with disabilities can maximize their potential to exercise choices often taken for granted by others.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 2011 as "Disability Awareness Month" in Alachua County, Florida.

Duly proclaimed this 22th day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

OFFICIAL SEAL
BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "National County Government Month" in Alachua County, Florida

Whereas, *National County Government Month is celebrated each April by the nation's counties to raise public awareness and understanding about the roles and responsibilities of county government; and*

Whereas, *the National Association of Counties is working with county officials, the state associations of counties and other groups to raise awareness and understanding of the roles and responsibilities of counties. National County Government Month is an annual program that seeks to raise awareness; and*

Whereas, *more than 1,000 counties participate in National County Government Month each year by hosting community outreach events and activities including tours of county facilities, recognition ceremonies for county employees, distribution of information about county programs and services and adoption of resolutions and proclamations; and*

Whereas, *counties keep the important records, such as birth and death certificates, marriage licenses and property records; counties build roads and bridges and ensure their safety; counties maintain parks; counties monitor and protect natural resources; counties care for the sick, pick up trash, provide police protection, handle emergency services, run courts and jails and conduct elections; and*

Whereas, *counties are innovative; counties use new technology and always search for ways to provide services more efficiently; counties strive to use energy more efficiently and to protect the environment; and*

Whereas, *county employees and officials are leaders in their communities and have to make tough decisions affecting friends and neighbors. They get questioned by constituents at the grocery store, at church and on phone calls late at night. It's not an easy job, but they are committed to their communities and the families and individuals the serve; and*

Whereas, *it is clear that counties have a story to tell. That story is this:* ***County Government Works.***

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 2011 as "National County Government Month" in Alachua County, Florida.

Duly proclaimed this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Dance Alive National Ballet Day" in Alachua County, Florida

Whereas, *Dance Alive National Ballet features an international roster of award winning dancers who bring an exhilarating dance experience to the stage. Dance Alive National Ballet presents a brilliant home series, award-winning outreach programs in Alachua County and the surrounding region, and has toured 17 states and Central America; and*

Whereas, *Dance Alive National Ballet has strong educational and outreach components, offering dance through school performances and lecture-demonstrations with programs and curriculum materials; and*

Whereas, *Ms. Judy Skinner served as Executive Director for Dance Alive National Ballet for eighteen years and also as Resident Choreographer since 1979, and has been responsible for developing all arts education programming since 1976. Ms. Skinner has created over 40 ballets for Dance Alive National Ballet; and*

Whereas, *Ms. Kim Tuttle, Artistic Director and Choreographer-in-Residence of Dance Alive National Ballet accepted the artistic reins in 1986, turning a regional company of quality into a highly recognized professional touring company and the designated State Touring Company of Florida for 36 years; and*

Whereas, *the Gainesville/Alachua County Cultural Affairs Board has awarded Dance Alive National Ballet its 2010 Business Arts Award.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 22, 2011 as "Dance Alive National Ballet Day" in Alachua County, Florida.***

Duly proclaimed this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

OFFICIAL SEAL
BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Coni Gesualdi Day" in Alachua County, Florida

Whereas, *Ms. Coni Gesualdi was Manager of the Cultural Affairs Division for the City of Gainesville for 24 years; and*

Whereas, *during her tenure with the city, Ms. Gesualdi developed the Hoggetowne Medieval Faire, and also accepted responsibility for the Downtown Arts Festival from the Arts Association of Alachua County, and had oversight of many of the cultural programs at the Thomas Center and the Downtown Plaza; and*

Whereas, *Ms. Gesualdi directed the Outside Agency grant programs to distribute funds to local arts agencies, ensuring continuity of the ongoing community art programs that exist today; and*

Whereas, *during the past 25 years, the Gainesville/Alachua County Cultural Affairs Board has progressed from a small City-appointed Board to a 15-member City and County Board. During those years, Ms. Gesualdi worked on developing a strong partnership with the Alachua County Visitors and Convention Bureau to help local organizations become stable, develop new audiences for the arts, and promote the high quality of the cultural offerings in Alachua County; and*

Whereas, *the Gainesville/Alachua County Cultural Affairs Board has awarded Coni Gesualdi its 2010 Lifetime Arts Award.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 22, 2011 as "Coni Gesualdi Day" in Alachua County, Florida.***

Duly proclaimed this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Dr. William Eyerly Day" in Alachua County, Florida

Whereas, *Dr. William Eyerly has been Executive Director for the Gainesville Association for the Creative Arts for eight years, as well as Performing Arts Director and Cofrin Arts Center Manager at Oak Hall School for nearly five years; and*

Whereas, *since 1993, Dr. Eyerly has been extremely active in the Gainesville and Alachua County arts community, serving for ten years on the board of the Gainesville Community Theatre, as well as serving as Chair of the Acrosstown Repertory Theatre from 2001 until 2007. He also served on the Board of Directors for the Arts Association of Alachua County; and*

Whereas, *in 2000, Dr. Eyerly became Program Director for the Gainesville Association for the Creative Arts and orchestrated a substantial expansion of programs in school arts to several area Title One schools, including Caring & Sharing Learning School, Alachua Learning Center, and Duval Fine Arts Academy. Afterschool programming was also expanded, to include additional sites offering scholarships to children on free and reduced lunch so that more children would have access to art classes taught by Florida artists; and*

Whereas, *Dr. Eyerly has begun work on securing a permanent endowment for the scholarship fund as well as seeking funds for an "Arts Bus" that could be used by the Gainesville Association for the Creative Arts and shared with other arts organizations to bring children who lack adequate transportation to free arts classes and performances; and*

Whereas, *The Gainesville/Alachua County Cultural Affairs Board has awarded Dr. William Eyerly its 2010 Annual Arts Award.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 22, 2011 as "Dr. William Eyerly Day" in Alachua County, Florida.

Duly proclaimed this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Cynthia Moore Chestnut Day" in Alachua County, Florida

Whereas, *the guiding philosophy of Cynthia Moore Chestnut is taken from the words of Marian Wright Edelman, "We learned that service is the rent we pay for living. It is the very purpose of life and not something you do in your spare time"; and*

Whereas, *Cynthia Moore Chestnut prepared herself to serve, earning a Bachelor of Science degree from Florida A&M University, followed by a Master of Science in Speech Pathology from Florida State University and a Doctorate in Public Administration from Nova University. This preparation allowed her to realize a series of goals; and*

Whereas, *in 1987 Cynthia Moore Chestnut was elected as the first African American woman to serve on the Gainesville City Commission. In 1989, she became the first African American woman Mayor/Commissioner of Gainesville. In 1990 she was elected to the Florida House of Representatives, where she served for 10 years; and*

Whereas, *as State Representative she was instrumental in the passage of the historic Welfare Reform legislation that allows people to achieve their dreams through hard work and perseverance. She served as chair of the House Committee on Education and several other committees; and*

Whereas, *Cynthia Moore Chestnut did not stop when her term ended as State Representative. She returned to her hometown and offered herself as a public servant to the citizens of Alachua County, running for the County Commission. Once again history was made when Cynthia Moore Chestnut became the first African American woman elected to the Alachua County Commission. She was re-elected to a four year term in November 2006. She currently serves in several civic and professional organizations, as well as being an active member of Mount Pleasant United Methodist Church, where she serves as a trustee; and*

Whereas, *Cynthia Moore Chestnut has blazed the trail for African Americans in this community, giving others an opportunity to see that no mountain is too high, no valley too low to keep one from realizing their goals in life. To paraphrase Maya Angelou, "A single dream can transform one million realities".*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim February 20, 2011 as "Cynthia Moore Chestnut Day" in Alachua County, Florida.

Duly proclaimed this 20th day of February, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "National Medal of Honor Day" in Alachua County, Florida

Whereas, *members of the U.S. Senate have designated March 25th, 2011, as "National Medal of Honor Day", a day set aside to acknowledge the more than 3,400 individuals who have received our nation's highest award for valor; and*

Whereas, *all veterans are honored on Veterans Day and we remember those who have fallen on Memorial Day. Now Alachua County has designated a special day to honor the elite of the elite with their own day; and*

Whereas, *we can never fully repay our debt of gratitude to those heroic men and women who drew inspiration from all for their heroism on the battlefield; and*

Whereas, *Alachua County resident Duane E. Dewey distinguished himself in action during the Korean War; and*

Whereas, *on April 16th, 1952, President Dwight D. Eisenhower presented U.S. Marine Corps Corporal Dewey with our Nation's highest award for valor, the Medal of Honor. Mr. Dewey remains the only Alachua County Veteran to ever receive such recognition.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 26, 2011 as "National Medal of Honor Day" in Alachua County, Florida.**

Duly proclaimed this 26th day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "M.M. Parrish Day" in Alachua County, Florida

Whereas, *from its beginning in 1911 to present day, the company has provided a range of services to the citizens of Alachua County, including insurance, real estate, custom home building, and commercial construction; and*

Whereas, *the Parrishes – James H., Moorman, M., Jim, and J., and their wives, Jessie, Elma, Mary, Susan and Sarah – have all given generously of their time and talent to a most impressive list of business, civic, charitable and governmental organizations throughout the 100 years the family has lived in Gainesville, Florida; and*

Whereas, *the Parrishes have been involved in the development of scores of Gainesville neighborhoods, including University Place, the Duck Pond, Golf View, University Acres, West Hills, Brywood, Country Club Manor, Farms of Kanapaha, Mill Pond, and many, many more; and*

Whereas, *the Parrishes built homes for literally thousands of families in all four quadrants of the city, covering all economic sectors – taking great pride in what it meant to build a "custom" home; and*

Whereas, *the Parrish name is found in the story of many Gainesville landmarks, including the original Woman's Club, the Thomas Center, the Seagle Building, University Auditorium, Chamber of Commerce, Gainesville Police Headquarters, VA Hospital and Florida Field's South End Zone; and*

Whereas, *the Parrishes helped to bring some of our most important businesses and industries to Gainesville, including Tacachale, Shands, VA, SFCC, Florida State Museum, Sperry Rand, Florida Farm Bureau, Bear Archery, and General Electric; and*

Whereas, *for 100 years the company has donated to the many organizations that provide important service and support to the citizens of Alachua County, as well as the staff and associates who have volunteered thousands of hours of their time and energy to numerous civic and charitable organizations; and*

Whereas, *Gainesville and Alachua County would not be the places they are today without the five generations of the Parrish family who have shaped the very fabric of our lives.*

Now, therefore, *through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 16, 2011 as "M.M. Parrish Day" in Alachua County, Florida.*

Duly proclaimed this 16th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

OFFICIAL SEAL

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "Bike Florida – Florida's Eden Week" in Alachua County, Florida

Whereas, *Bike Florida was established as a fundraising event/organization to help supplement the Florida Traffic and Bicycle Safety Education Program housed at the University of Florida; and*

Whereas, *for more than a century, the bicycle has been an important part of the lives of most Americans; and*

Whereas, *today, millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, and an excellent form of fitness that provides quality family recreation; and*

Whereas, *with its headquarters in Alachua County, Bike Florida has been offering its week-long bicycling tours for citizens of all ages since 1994. Many of these tours have begun in Gainesville, generating a positive economic impact in the cities and counties through which they travel; and*

Whereas, *the participating bicyclists will be traveling more than 300 miles over a period of seven days through Alachua County, beginning and ending their tour in Gainesville with stops in High Springs, Newberry and Micanopy; and*

Whereas, *along the way they are invited to visit state parks, natural springs and world famous attractions.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 26 – April 1, 2011 as "Bike Florida – Florida's Eden Week" in Alachua County, Florida.

Duly proclaimed this 26th day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

March 22, 2011 Regular Board Meeting
Agenda Item #9

Title
Poverty Reduction Advisory Board: Confirmation of One Nomination. (Amended)

Amount
N/A

Description
Consider confirming the nomination of one citizen to the Poverty Reduction Advisory Board.

Recommendation
Confirm the nomination of one citizen to the Representative - Department of Children and Families position on the Poverty Reduction Advisory Board, no term end date.

Alternative(s)
Do not confirm and request another nomination.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership report, attendance report, application, letter of nomination.

Documents Requiring Action
N/A

Executive Summary
There are five vacancies on the Poverty Reduction Advisory Board (PRAB), and one citizen has been nominated for one of the organization representative positions.

Background
The Poverty Reduction Advisory Board was created by resolution August 27, 2002. Its purpose is to share information about potential resources, possible partnerships, joint ventures and collaborations with and among anti-poverty programs and agencies to promote efficiency, effectiveness and accountability; and to compile and distribute research to establish demographic and other data about the causes and impacts of poverty within the various communities within Alachua County. PRAB prepares and submits to the Board and the citizens of Alachua County a biennial report on "The State of Poverty in Alachua County". Representative – Department of Children and Families (no term end date): 1) Stephen A. White;

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: WhiteS DCF Rep.pdf
Attachment: WhiteS ltr of nomination from DCF.pdf
Attachment: PRAB Tally Sheet.pdf
Attachment: PRAB Attendance.pdf
Attachment: PRAB Membership Report.pdf

COMMITTEE: Poverty Reduction Advisory Board **03/22/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Representative - Department of Children and Families – confirm nomination (no term ending date):					
Stephen A. White					

Poverty Reduction Advisory Board STAFF: Caroline Schultz - (352) 264-6712 STAFF: John Skelly - (352) 264-6749				4 year terms Sunset date: 1/31/2013
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 8/26/2008 Previous member: Burgess, Commissioner Bonnie K - Other 7/23/2010 Category: Alachua League of Cities Representative		1/31/2024		County
VACANT Appt Date: 3/1/2007 Previous member: Selvester , Ms. Radha P - Resignation 4/28/2010 Category: Low Income Resident		1/31/2015		County
VACANT Appt Date: 1/12/2010 Previous member: Butler , Amy K - Resignation 2/14/2011 Category: Representative - Department of Children and Families		7/31/2024		County
VACANT Appt Date: 12/11/2007 Previous member: LeBlanc, Ms. Joyce - Other 5/25/2010 Category: Representative - Faith-based Organization		1/31/2015		County
VACANT Appt Date: 1/27/2009 Previous member: Burg , Ms. Mary Ann - Resignation 7/22/2010 Category: Representative - University of Florida		12/31/2024		County
Larry E Little Appt Date: 2/23/2010 Previous member: Harris, LaShanta - Resignation Category: Alternate	3442 NW 22nd Drive Gainesville, 32605 (h)(352) 665-0415 (w)(352) 327-1422 llittle6@cox.net	1/31/2013	1	County
Sally K Williams Appt Date: 2/8/2011 Previous member: Odom, Cornelia Category: Citizen 55 or Older	6620 SW 75th Street Gainesville, 32608 (h)(352) 514-8164 (w)(352) 392-2993 skwdst@msn.com	1/31/2014	1	County
VACANT Appt Date: 2/1/2011 Previous member: Alice Primack - Continues to serve Category: Citizen with a disability	4052 NW 23rd Circle Gainesville, FL 32605 (h)(352) 373-4484 Primacks@cox.net	1/31/2015	1	County
Randy M Wells Appt Date: 6/22/2010 Previous member: Donovan, Commissioner Jack - Other Category: City of Gainesville Commissioner	P.O. Box 490 Station 19 Gainesville, 32602 (h)(352) 318-9410 (w)(352) 334-5016 wellsrm@cityofgainesville.org	7/31/2024	1	County

Diane Dimperio Appt Date: 6/22/2010 Previous member: Exum, Peggy - Resignation Category: Representative - Alachua County Health Unit	2130 NW 51st ST Gainesville, FL 32605 (h)(352) 375-6714 (w)(352) 334-7900 diane_dimperio@doh.state.fl.us	7/31/2024	1	County
K Richard Blount Appt Date: 12/12/2006 Previous member: Maxfield, Joan Category: Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	7/31/2024	1	County
Steve Drago Appt Date: 2/1/2009 Previous member: Pate, Angela - Removal for Attendance Category: Representative - Non-Profit Organization	11625 NW 9th Lane Gainesville, FL 32606 (h)(352) 334-4060 (w)(352) 334-4060 ext: 123 sdrago@arcalachua.org	1/31/2013	1	County
Patricia E Fitzgerald Appt Date: 2/1/2009 Previous member: Cuevas, Mr. Jose - Removal for Attendance Category: Representative - Non-Profit Organization	1128 NW 91st Terrace Gainesville, FL 32606 (h)(352) 331-6990 (w)(352) 376-8821 ext: 231 patricia.fitzgerald2@va.gov	1/31/2013	1	County
Jessica C Baker Appt Date: 2/23/2010 Previous member: Stacey, Randy - Removal for Attendance Category: Representative - Non-Profit Organization	PO Box 31 Evinston, FL 32633 (h)(352) 591-4631 (w)(352) 214-0339 jcb32633@gmail.com	1/31/2014	2	County
Billie J Monroe Appt Date: 4/14/2009 Previous member: Hutchins, Dr. Paul - Resignation Category: Santa Fe College Representative	401 NW 6th Street Gainesville, 32601 (h)(352) 475-2303 (w)(352) 395-5264 billie.monroe@sfcollege.edu	12/31/2024	1	County
Eileen Roy Appt Date: 5/24/2005 Previous member: Category: School Board of Alachua County Representative	620 E University Avenue Gainesville, FL 32601 (w)(352) 955-7253 ext: 272 Roy@sbac.edu	4/30/2024	2	County
Report Date: 2/18/2011 @ 11:03 AM				

Poverty Reduction Advisory Board
Staff Liaison: Caroline Schultz, John Skelly

Member	Position	Mbr Start	Mbr End	1/27/2010 3:30 PM	3/24/2010 3:30 PM	5/26/2010 3:30 PM	7/28/2010 3:30 PM	9/22/2010 3:30 PM	11/17/2010 3:30 PM	1/26/2011 3:30 PM	Meetings Attended
Baker , Ms. Jessica C	Representative - Non-Profit Organization	2/23/2010	1/31/2014	P	P	PNQ	P	C	P	P	6 of 6
Blount , Mr. K Richard	Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	12/12/2006		P	A	ANQ	P	C	A	P	3 of 6
Burg , Ms. Mary Ann	Representative - University of Florida	1/27/2009	7/22/2010	P	A	ANQ	--	--	--	--	1 of 3
Butler , Amy K	Representative - Department of Children and Families	1/12/2010	2/14/2011	P	P	ANQ	P	C	P	P	5 of 6
Dimperio, Ms. Diane	Representative - Alachua County Health Unit	6/22/2010	7/31/2024	--	--	--	P	C	A	P	2 of 3
Donovan, Commissioner J	City of Gainesville Commissioner	8/1/2006	6/1/2010	P	P	ANQ	--	--	--	--	2 of 3
Drago , Steve	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	P	PNQ	P	C	A	P	5 of 6
Exum, Peggy	Representative - Alachua County Health Unit	8/1/2006	5/21/2010	P	P	--	--	--	--	--	2 of 2
Fitzgerald , Patricia E	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	P	ANQ	P	C	P	A	4 of 6
LeBlanc, Ms. Joyce	Representative - Faith-based Organization	12/11/2007	5/25/2010	A	A	--	--	--	--	--	0 of 2
Little , Larry E	Alternate	2/23/2010	1/31/2013	--	P	PNQ	A	C	P	P	4 of 5
Monroe , Billie J	Santa Fe College Representative	4/14/2009		P	P	PNQ	P	C	P	P	6 of 6
Odom, Cornelia	Citizen 55 or Older	2/1/2006	1/31/2010	A	--	--	--	--	--	--	0 of 1
Primack, Ms. Alice	Citizen with a disability	12/11/2007	1/31/2011	P	A	PNQ	P	C	P	A	4 of 6
Roy , Eileen	School Board of Alachua County Representative	5/24/2005		A	A	ANQ	A	C	P	A	1 of 6
Wells , Randy M	City of Gainesville Commissioner	6/22/2010	7/31/2024	--	--	--	P	C	P	A	2 of 3

[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record] [--=Member Not Active]

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3355

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Representative - Department of Children and Families (Must be nominated by the DCF.)

First Name:
Stephen

Middle Initial:
A

Last Name:
White

Suffix:

Address:
1000 NE 16th Avenue, Bldg. J (IO#47)

City:
Gainesville

Zip Code:
32601

E-Mail Address:
Steve_White@dcf.state.fl.us

Home Phone:
386-462-0123

Work Phone:
352-955-5397

Ext:

Occupation:
ACCESS Program Administrator

Place of Employment

State of Florida - Department of Children & Families

Education:

Bachelor of Arts (History/Political Science), University of Florida, 1975-1979

Professional Organizations:

Former member: N. Fla. Workforce Board; Florida Crown Workforce Board; Transportation Disadvantaged Board (Madison County)et.al; Resume available upon request.

Age (60 and over):

Optional - Check the Race/Ethnic Group with which you identify:

White

Are you a resident of Alachua County?

Yes

If yes, how long?

53 Years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

2005 DCF Outstanding Performance Award; Multi-Year winner Davis Productivity Awards/Commendations;Numerous Certificates of Appreciation (DCF).

Training or Experience Related to the Appointment:

31 Years in Social Services arena with DCF; initiatives with partner agencies; Certified Trainer in Quality Improvement and Control/Process Management; Contract Management experience.

What contributions do you feel you could make if you were selected for this board?

DCF provides a wide array of social services to local communities. As a departmental representative I would bring over 31 years experience and knowledge in helping find collaborative solutions to reduce poverty and improve the lives of citizens in Alachua County.

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?

Yes

Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities rules and regulations?

Yes

I understand that this completed application is the property of Alachua County and I hereby certify that the statements made on this application are true and correct.

Checked

Florida Department of Children & Families

State of Florida
Department of Children and Families

Rick Scott
Governor

David E. Wilkins
Secretary

Ester S. Tibbs
Circuit Administrator

February 21, 2011

Lee Pinkoson, Chair
Alachua County BOCC
PO Box 2877
Gainesville, FL 32602-2877

Dear Chairman Pinkoson:

The local administration for the Florida Department of Children and Families has been involved with the Poverty Reduction Advisory Board since its inception. It is an honor to have a designated spot on the Advisory Board to include representation from the Department.

Our former representative, Amy Butler, resigned her position due to a recent job relocation which requires the majority of her time be spent in Columbia County. Steve White, our local ACCESS Program Administrator has applied to represent our department in this very important position as we seek ways to work together to improve the lives of Alachua County residents. I believe that Steve's thirty-one years experience within the ACCESS program will bring a wealth of institutional knowledge and be a valuable resource to the Poverty Reduction Advisory Board. Steve is currently involved in initiatives such as the Alachua County EBT Restaurant as Retailers project to help serve the needs of our area's homeless and the planned Pay After Performance Welfare-to-Work pilot being sponsored by the FloridaWorks Regional Workforce Board.

I look forward to hearing of his appointment and our continuing partnership toward poverty reduction. I would be happy to answer any additional questions the Commission may have.

Sincerely,

Ester S. Tibbs
Circuit Administrator

March 22, 2011 Regular Board Meeting
Agenda Item #10

Title
FloridaWorks (formerly Alachua/Bradford Regional Workforce)Advisory Board Appointments

Amount
N/A

Description
Consider confirming the nominations of two citizens to Private Sector seats on the FloridaWorks Advisory Board.

Recommendation
Confirm the nominations of two citizens to Private Sector seats on the FloridaWorks Advisory Board, both with terms ending June 2012.

Alternative(s)
request alternate nominations.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership report, attendance report, applications, letters of nomination, letter sent to Chambers

Documents Requiring Action
N/A

Executive Summary
Due to two resignations, there are two county-appointed vacancies for private sector seats on the Florida Works Board (formerly known as the Alachua/Bradford Regional Workforce Board). Two citizens have been nominated.

Background
The Interlocal Agreement between Alachua County and the Florida Works Board establishes a 37-member board with fifteen seats appointed solely by Alachua County, another six seats appointed solely by Bradford County and sixteen "dual seats" appointed by both counties through a four-member Commission Consortium made up of two Commissioners from Alachua County and two Commissioners from Bradford County. However, in this request, the new appointments are seats appointed solely by Alachua County. Members serve three-year terms. Private Sector Seats #8 and #12: confirm nomination of one to Public Sector Seat #8, to a term ending June 30, 2012: 1) Donna Burdge; confirm nomination of one to Public Sector Seat #12, to a term ending June 30, 2012: 1) Jonathan Jarrell

Issues
Vacancies on this board are advertised by Florida Works at area chambers of commerce. The attached letter was sent to area chambers in early January. These were the only nominations received.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: LtrRecommBurdgeJarrell.pdf
Attachment: FW Membership Report.pdf
Attachment: FloridaWorks Tally Sheet.pdf
Attachment: Jarrell.pdf
Attachment: Vacany Notice on Letterhead Jan11.pdf
Attachment: Burdge.pdf

COMMITTEE: FloridaWorks Board **03/22/2011**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Private Sector Seat # 8 – Appoint one to a term ending June 2012:					
Donna Burdge					
Private Sector Seat # 12 – Appoint one to a term ending June 2012:					
Jonathan Jarrell					

FloridaWorks Board STAFF: Mark Hill - 384-3178				3 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 7/1/2009 Previous member: Martin , Mr. William "Clay" - Resignation 2/7/2011 Category: Private Sector Seat # 8		6/30/2012		BoCC
VACANT Appt Date: 7/1/2009 Previous member: Snyder , Mr. Richard O - Resignation 2/7/2011 Category: Private Sector Seat #12		6/30/2012		BoCC
Sonia Douglas Appt Date: 7/8/2008 Previous member: Category: Economic Development - Seat #28		6/30/2011	1	BoCC
Tommy McIntosh Appt Date: 11/25/2008 Previous member: Category: Private Sector Seat # 1		6/30/2011	1	BoCC
Thomas Coward Appt Date: 7/1/2010 Previous member: Category: Private Sector Seat # 2	1024 SE 12th Avenue Gainesville, FL 32601 (w)(352) 377-5706 TCowardRealty@bellsouth.net	6/30/2013	4	BoCC
Frank McGeown Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat # 3	2219 NW 71st Place Gainesville, FL 32653 (w)(352) 375-8552 starimport@starimport.com	6/30/2012	3	BoCC
Paula Fussell Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat # 4	422 Stadium West, PO Box 115000 Gainesville, FL 32611 (w)(352) 392-1075 pvarnes@ufl.edu	6/30/2012	1	BoCC
Gayla Beach Appt Date: 7/1/2010 Previous member: Category: Private Sector Seat # 5	Box 100337 Gainesville, FL 32610 (w)(352) 265-0680 ext: 8-5398 beachg@shands.ufl.edu	6/30/2013	2	BoCC
Jim Painter Appt Date: 7/8/2008 Previous member: Category: Private Sector Seat # 6		6/30/2011	2	BoCC
Patti Breedlove Appt Date: 9/14/2010 Previous member: McGurn, Mr. Kenneth - Resignation Category: Private Sector Seat # 7	12085 Research Drive Alachua, FL 32615 (w)(386) 462-0880 pbreedlove@biotech.ufl.org	6/30/2011	2	BoCC

Margarita Labarta Appt Date: 7/8/2008 Previous member: Category: Private Sector Seat # 9	Meridian Behavioral Healthcare, Inc., 4316 SW 13th Street Gainesville, FL 32608 (h)(352) 331-9428 (w)(352) 374-5600 ext: 8220 maggie_labarta@mbhci.org	6/30/2011	1	BoCC
Don Davis Appt Date: 7/1/2010 Previous member: Breedlove , Patti Category: Private Sector Seat #10	3509 N.W. 53rd Terr Gainesville, FL 32606 (h)(352) 373-3211 (w)(352) 548-4770 davis.don@ccbg.com	6/30/2013	1	BoCC
Ted Gilson Appt Date: 7/1/2009 Previous member: Category: Private Sector Seat #11	3832 Newberry Road, Suite 2-A Gainesville, FL 32607 (w)(352) 248-3202 ted@nhgainesville.com	6/30/2012	2	BoCC
Report Date: 2/18/2011 @ 10:51 AM				

FloridaWorks

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

PLEASE NOTE: Your application will remain active in the FloridaWorks Office for one (1) year. Resumes may be included; however, the application *MUST* still be completed.

Today's Date: January 21, 2011

I. Name: Donna Burdge

II. Organization/Employer Name: Sandvik Mining and Construction

Occupation/Title: Director of Human Resources

Prior Occupation if retired: _____

Business Address: 13500 CR 235 Alachua, FL

_____

Business is located in: ☒ Alachua County ☐ Bradford County

Business Phone Number: 352.332.3244 Fax Number: _____

Email Address: donna.burdge@yahoo.com Number of Employees in Company: 160

III. Demographic Data (Optional):

a. Gender x Female ☐ Male

b. Race x White ☐ African American or Black ☐ Asian
☐ Hispanic ☐ American Indian ☐ Other _____

c. Citizenship x U.S. Citizen or Naturalized Citizen ☐ Lawfully Admitted Alien or Refugee

d. Veteran x No ☐ Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:
Undergraduate – Florida State University BA Psychology,
Masters – Nova Southeastern University Master in Human Resource Mgmt

IV. What is your interest in becoming a member of the FloridaWorks Board? Ensuring the goals of the community are directed to best serving the workforce needs and opportunities. Providing business/employer feedback on the gaps that need to be bridged between employers and those seeking or wanting to retain employment and help engage the business community in leveraging their resources with the regional workforce boards resources to create these bridges.

V. What special experience/training or qualifications do you have that you could bring to the Board?
I have 20+ years experience as a human resource professional. Strong awareness and expertise in areas of recruitment, retention, benefits programs, conflict management, staff development, training, reduction in workforce (unfortunately). I have partnered with FloridaWorks and the Gainesville Area Chamber of Commerce (GACC) Business Services Team on a variety of projects and in doing so, benefited both my workforce with community and state offerings that without that relationship would have not been possible. I served as a peer advisor in the implementation of the Short Time Compensation program, working with GACC Business Services to document the process and offer actual timeline benchmarks so other local employers would know what to expect from this valuable lay-off aversion/lay-off delay program. Currently working with Santa Fe College Center for Business and FloridaWorks Business services to secure workforce training funding for our company expansion. Working with the BANNER Centers for Manufacturing, BANNER Center for Construction, FloridaWorks, GACC Business Services, Council for Economic Outreach (CEO) ans Santa Fe College Center for Business to establish a local manufacturers council so our community can tap into the statewide training, education and apprenticeship resources to support manufacturing across all industries: traditional manufacturing, high-tech, green and biotech.

VI. Other current or previous Board membership (include offices held or committee):
None

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):
Husband, Jeff (20 years), One son, Blake 12 years, 2 dogs, Hercules and Dixie.
Hobbies: running, travel, reading, spending time with my family

VIII. Conflicts of Interest (Any known or potential conflicts of interest which may be applicable to my membership
on FloridaWorks Board) are as follows: If none, so indicate: None that I am aware of

IMPORTANT INFORMATION:
Be advised that membership on the FloridaWorks Board may involve financial disclosure or the submission of other information.

Signature

21/2011
Date

Please return this application to:

Celia Chapman, Admin. Coordinator
FloridaWorks
4800 S.W. 13th Street
Gainesville, FL 32608

Office Use Only: ☐ Replacement ☐ New Position ☐ Renewal Position Number:_____

Representation for WIA Purposes:_____

Date Application delivered to Alachua/Bradford County Office:_____

FloridaWorks

Alachua/Bradford • A Community Partnership

APPLICATION FOR FLORIDAWORKS MEMBERSHIP

PLEASE NOTE: Your application will remain active in the FloridaWorks Office for one (1) year. Resumes may be included; however, the application *MUST* still be completed.

Today's Date: **8/16/10**

I. Name: **JONATHAN JARRELL**

II. Organization/Employer Name: **PERFORMANCE FOOD GROUP**

Occupation/Title: **HUMAN RESOURCE DIRECTOR**

Prior Occupation if retired: _____

Business Address: **4041 NE 54 AVE GAINESVILLE FL 32609**

_____

Business is located in: ☐ **Alachua County** Bradford County

Business Phone Number: **352-378-8844 X 338** Fax Number: **352-378-4895**

Email Address: JJARRELL@PFGCD.COM Number of Employees in Company: **300**

III. Demographic Data (Optional):

a. Gender Female ☐ **Male**

b. Race ☐ **White** African American or Black Asian
Hispanic American Indian Other_____

c. Citizenship ☐ **U.S. Citizen** or Naturalized Citizen Lawfully Admitted Alien or Refugee

d. Veteran ☐ **No** Yes, Branch _____

e. Educational Degrees, College or University, type of degree, include specialized training:
I AM A CERTIFIED PROFESSIONAL IN HUMAN RESOURCES AS WELL AS A CERTIFIED POLICE OFFICER FOR THE STATE OF FL. I HOLD NUMEROUS OCCUPATIONAL CERTIFICATES AND EXTENSIVE HUMAN RELATIONS TRAINING. ATTENDING CAPELLA UNIVERSITY BS HR MGT.

IV. What is your interest in becoming a member of the FloridaWorks Board? **I WOULD LIKE TO BE INVOLVED WITH THE BOARD TO GIVE BACK TO MY COMMUNITY AND PROMOTE MY PROFESSION. ADDITIONALLY, I AM ON THE BOARD WITH NCF-SHRM AND FEEL I COULD HELP BRIDGE THE GAP BETWEEN EMPLOYERS AND DISPLACED WORKERS WITH FLORIDA WORKS.**

V. What special experience/training or qualifications do you have that you could bring to the Board? **I HAVE WORKED MANY YEARS IN HR AND HAVE A GOOD UNDERSTANDING OF EMPLOYERS AND EMPLOYEE NEEDS.**

VI. Other current or previous Board membership (include offices held or committee):
CURRENTLY THE PRESIDENT ELECT FOR NCF-SHRM AND WILL BE THE PRESIDENT IN 2011

VII. Any personal information you wish to share with us (Marital Status/Partner's Name/Children and Hobbies):
I HAVE AN ADOPTED SON NAMED AJ WHO IS 14.

VIII. Conflicts of Interest (Any known or potential conflicts of interest which may be applicable to my membership on FloridaWorks Board) are as follows: If none, so indicate: **NONE**

IMPORTANT INFORMATION:
Be advised that membership on the FloridaWorks Board may involve financial disclosure or the submission of other information.

Signature _____ Date _____

Please return this application to:
Celia Chapman, Admin. Coordinator
FloridaWorks
4800 S.W. 13th Street
Gainesville, FL 32608

Office Use Only: ☐ Replacement ☐ New Position ☐ Renewal Position Number:_____
Representation for WIA Purposes:_____
Date Application delivered to Alachua/Bradford County Office:_____

Gainesville Area
CHAMBER OF COMMERCE

300 E University Ave., Suite 100
PO Box 1187
Gainesville FL 32602
(352) 334-7100
Fax: (352) 334-7141

www.GainesvilleChamber.com

February 3, 2011

Board of County Commissioners
Alachua County, Florida
P.O. Box 2877
Gainesville, FL 32602-2877

RE: WorkForce Board Member Nomination

Dear Commissioners:

I am pleased to recommend Donna Burdge for a position on the FloridaWorks Board.

Ms. Burdge is the Director of Human Resources for Sandvik Mining and Construction. She has more than 20 years of experience as a human resource specialist with expertise in the area of recruitment, retention and staff development.

Ms. Burdge has a strong commitment to the community and understands the importance of the workforce to the local economy and economic outreach activities. She has both the time and the qualifications to serve on the Region 9 FloridaWorks Board. I am confident she will make a valuable contribution to the FloridaWorks Board.

Thank you for your consideration of Ms. Burdge as a member of the Region 9 FloridaWorks' Board. I welcome any comments or questions you may have regarding this recommendation.

Sincerely,

Brent Christensen
President

UNITED STATES CHAMBER OF COMMERCE ACCREDITED ★ ★ ★ ★ ★

In 2009, the Gainesville Area Chamber of Commerce was awarded 5-Star Accreditation from the U.S. Chamber of Commerce, an honor recognizing it as being among the top 1% of chambers nationwide.

Gainesville Area
CHAMBER OF COMMERCE

300 E University Ave., Suite 100
PO Box 1187
Gainesville FL 32602
(352) 334-7100
Fax: (352) 334-7141
www.GainesvilleChamber.com

February 3, 2011

Board of County Commissioners
Alachua County, Florida
P.O. Box 2877
Gainesville, FL 32602-2877

RE: WorkForce Board Member Nomination

Dear Commissioners:

I am pleased to recommend Jonathan Jarrell for a position on the FloridaWorks Board.

Mr. Jarrell is employed at Performance Food Group. He is a certified professional in human resources as well as a police officer for the State of Florida. Currently Mr. Jarrell is the president-elect for NCF-SHRM and will become president during 2011. His goal is to bridge the gap between employers and displaced workers while serving on the FloridaWorks board.

Mr. Jarrell has a strong commitment to the community and understands the importance of the workforce to the local economy and economic outreach activities. He has both the time and the qualifications to serve on the Region 9 FloridaWorks Board. I am confident he would make a valuable contribution to the FloridaWorks Board.

Thank you for your consideration of Mr. Jarrell as a member of the Region 9 FloridaWorks' Board. I welcome any comments or questions you may have regarding this recommendation.

Sincerely,

Brent Christensen
President

United States Chamber of Commerce ACCREDITED ★ ★ ★ ★ ★

In 2009, the Gainesville Area Chamber of Commerce was awarded 5-Star Accreditation from the U.S. Chamber of Commerce, an honor recognizing it as being among the top 1% of chambers nationwide.

FloridaWorks

Alachua/Bradford • A Community Partnership

4800 SW 13th Street • Gainesville, FL 32608 • p: 352.244.5148 • f: 352.244.5998

DATE: December 29, 2010

TO: Alachua County Chambers of Commerce

FROM: Celia Chapman, Administrative Coordinator

RE: FloridaWorks Board of Directors – Nominations Requested

FloridaWorks (formerly the Alachua-Bradford Regional Workforce Board), is soliciting applications to fill a vacancy on our board of directors. The FloridaWorks board consists of 37 business and private sector representatives. The vision of FloridaWorks is that our community will have a world class workforce that meets the needs of business and provides opportunities for job seekers today and in the future – growing business and jobs through a skilled workforce. Alachua County participates with membership on the board through terms of an Interlocal Agreement, which states that specific local business chambers may provide nominations for new board members.

Any chamber in Alachua County may make nominations to fill any private sector seat vacancy in Alachua County. Your chamber is one of the local chambers that may submit nominations. Nominations are then submitted to the chief elected officials (Alachua County Board of County Commissioners) for selection and appointment.

FloridaWorks membership characteristics include the following:
A majority of the members of the Alachua Bradford Regional Workforce Board d.b.a. FloridaWorks, shall include representatives of business in the local area who (1) are owners of businesses, chief executive operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority; (2) represent business opportunities that reflect the employment opportunities of the local area; and (3) are appointed from among individuals nominated by local business organizations and business trade associations.

Private sector nominations are to reasonably represent the industrial and demographic composition of the business community. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business (500 employees or less), including minority business.

The private sector representatives for Alachua County on the FloridaWorks Board shall be selected from the individuals nominated by the following organizations within their respective county, and the allocation of the number of nominations are as follows:

- Alachua Chamber of Commerce: two nominees
- Archer Chamber of Commerce: two nominees
- Gainesville Area Chamber of Commerce: eleven nominees
- Hawthorne Chamber of Commerce: two nominees
- High Springs Chamber of Commerce: two nominees
- Newberry Chamber of Commerce: two nominees
- Council for Economic Outreach: six nominees.

Please return your nominations along with a completed application for each, to me - Celia Chapman, Administrative Coordinator, FloridaWorks, 4800 SW 13th Street, Gainesville, FL 32608 or fax them to 352-244-5998 no later than 5:00 p.m. on Monday, January 31, 2011. A copy of the application is included with this memo. I can be reached at 352-244-5148 if you have questions.

Thank you for your attention to this request.

March 22, 2011 Regular Board Meeting
Agenda Item #11

Title
Presentation: Val Leitner, Blue oven Kitchens to speak about the Buy Local North Central Florida campaign. (Amended)

Amount
N/A

Description
Presentation on Buy Local North Central Florida campaign

Recommendation
Hear Presentation from Blue Oven Kitchens on Buy Local North Central Florida campaign

Alternative(s)
Hear at a later date

Requested By
Darlene Ryon

Originating Department
County Manager Office

Attachment(s) Description
Powerpoint

Documents Requiring Action
None

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BLNCF Pres Val Leitner.pdf

NORTH CENTRAL FLORIDA
BUY
LOCAL
INDEPENDENT BUSINESSES

Business Participation

Level 1: Brand Your Business as Locally and Independently Owned.

- Window clings and bumper stickers of the Buy Local NCF logo
- Your business listing on our website (including a link to your website)
- Access to the Buy Local NCF logo for your website, products, and other marketing materials
- Cost for 2011 Participation: $40 for first location + $10 for each additional location

Business Participation

Level 2: Offer Discounts That You Control to Drive Customer Traffic.

- Level 1 benefits
- Discount Card program participation
- Cost for 2011 Participation: $25 for the first location + $10 each additional location

Discount Card

DISCOUNT CARD

Dollars spent at local, independently -owned businesses create a multiplier effect in the local economy, meaning that each dollar you spend re-circulates within our community to support livelihoods and what is unique about North Central Florida.

Find participating businesses at

BUYLOCALNCF.ORG

Slow Food® Gainesville

BlueOven Kitchens

Nurturing Food Entrepreneurs + Growing the Local Food Economy

www.buylocalncf.org

Val Leitner

Blue Oven Kitchens

Val@blueovenkitchens.org

March 22, 2011 Regular Board Meeting
Agenda Item #12

Title
Presentation: County's 2010 Independent Audit and Financial Statements (Amended)

Amount
N/A

Description
Request Approval of the annual audit of the County's 2010 Financial Statements is complete. The audit results and the completed financial statements for fiscal year 2010 will be presented today.

Recommendation
Accept the audit reports from the County's independent Certified Public Accountants, Carr, Riggs & Ingram LLC as well as the FY2010 Comprehensive Financial Report (CAFR), and the Florida State Comptrollers Annual Financial Report (AFR). Authorize the Chair to sign the Management response letter and to certify the AFR to the State. Authorize the Clerk to transmit the completed CAFR and Single Audit Report to the Auditor General.

Alternative(s)
NA

Requested By
Linda Schoellhorn x2521

Originating Department
Finance & Accounting

Attachment(s) Description
FY 2010 Comprehensive Annual Financial Report, Comptrollers Annual Financial Report with certifying letter, Management response letter.

Documents Requiring Action
Management response letter and Certification letter for the AFR

Executive Summary
Florida Statutes require an audit of the financial statements of Alachua County by an independent certified public account. Carr, Riggs & Ingram LLC has completed the audit of the County's 2010 fiscal year financial reports. In addition, the Clerk's Finance and Accounting Department has completed the Florida State Comptrollers Annual Financial Report for the County. Carr, Riggs & Ingram LLC, the Board's independent auditors, will present the results of the 2009/2010 audit. The Clerk will present the 2010 Comprehensive Annual Financial Report The Comptrollers Annual Financial Report has always been required and prepared by Finance & Accounting and submitted to the State Department of Financial Services. The numbers reported are the same as reported in the CAFR, but are in a different format using State uniform account numbers. The AFR is required to be certified by the Chair of the Board of County Commissioners and the County Chief Financial Officer prior to submitting to the State. The CAFR and Management response letter are also submitted with the AFR to the State.

Background
The national Government Finance Officers Association (GFOA) sponsors the Certificate of Achievement in Financial Reporting,

which is designed to promote high levels of understandable financial reporting and disclosure. The program is also aimed at increasing the comparability of financial information between governmental units across the country. An award of the Certificate means that the County's Financial Report was strictly graded on over a hundred criteria. Holding the Certificate of Achievement is viewed favorably by bond rating agencies, bond insurers and financial markets. The County's 2009 Comprehensive Annual Financial Report won the award for the 27th consecutive year and the Citzen's Report won for the thirteenth consecutive year. The County's 2010 reports in both categories will again be submitted for review.

Issues
NA

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: 2010_Alachua_County_CAFR.pdf
Attachment: AFR_before_certifications.pdf
Attachment: Certification_Letter_request.pdf
Attachment: Management_Response_Letter.pdf

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula M. DeLaney, *Vice Chair*
Susan Baird
Rodney J. Long
Mike Byerly

Administration
Randall H. Reid
County Manager

March 22, 2011

Honorable David W. Martin, CPA
Auditor General, State of Florida
P O Box 1735
Tallahassee, FL 32399-1450

Dear Mr. Martin:

This letter is in response to the Independent Auditors' management letter to the Board of County Commissioners of Alachua County, for the year ended September 30, 2010. We are happy to report that for the nineteenth year in a row the Auditors found no significant deficiencies.

Thank you for your attention.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission

J.K. Irby, Clerk
Alachua County Clerk of the Court

lks

cc: Board of County Commissioners
Randall H. Reid, County Manager
Dave Wagner, County Attorney
Department File

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

MEMORANDUM

March 22, 2011

From: Todd Hutchison, Finance Director

To: Lee Pinkoson, Chair,
Alachua County Board of County Commissioners
J. K. Irby, Clerk to the Board

Subject: Certification of Comptrollers Annual Financial Report

The attached report is the Florida State Comptrollers Annual Financial Report for FY2010, which is required by Florida Statutes to be submitted by all local governmental units with numbers that agree to the Comprehensive Annual Financial Report (CAFR).

The paperless on-line process requires the Chief Financial Officer and the Chairman of the Board to either certify on-line or by signing manually for our records. As authorized by the Board, please sign below to certify this report.

I hereby certify the attached report for electronic transmission to the Florida Comptroller's Bureau of Local Governments.

Lee Pinkoson, Chair
Alachua County Board of
County Commissioners

I hereby certify the attached report for electronic transmission to the Florida Comptroller's Bureau of Local Governments.

J. K. Irby
Clerk to the Board

Attachment

Unit Information

Unit ID: 100001

Year: 2010

Unit Name: Alachua

Unit Status: Active

Unit Dependency:

Location Information

Name: Hon. J. K. Irby

Title: Clerk to the Board

Phone: (352) 374-3605

Fax: (352) 374-5265

Address:

Post Office Box 939
Gainesville, FL 32602

Contact Information

Name: Mrs. Linda Schoellhorn

Title: Division Manager

Phone: (352) 374-3605

Email: lks@alachuaclerk.org

Address:

Post Office Box 939
Gainesville, FL 32602

AFR Details

Original AFR

AFR Status: In Process

AFR Received Date:

Audit Received Date:

Submission Type:

Debt Information

Long-Term Debt: $129,122,293

Audit Information

Was an audit performed? Yes

Audit Performed Date: 3/1/2011

Auditor Name: Carr, Riggs & Ingram LLC

Address:
4010 NW 25th Place
Gainesville, FL 32606

Certification

Chief Financial Officer

Name:

Title:

Chairman/Elected Official

Name:

Title:

	Yes	No
Have You Experienced a Financial Emergency in this year?	☐	☒
If Yes, Have You Complied With Section 218.503(2), Florida Statutes?	☒	☐
Auditor General Rule: Section 10.554(1)(h)6.b): If applicable, does the Annual Financial Report agree with the Audited Financial Statement? (Do total revenues and expenditures per fund group on the AFR balance to the audited Statement of Revenues and Expenditures?)	☒	☐

Account Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
311000 - Ad Valorem Taxes	97,627,946	16,784,782	3,032,741								117,445,469
312100 - Local Option Taxes		2,367,444									2,367,444
312300 - County Ninth-Cent Voted Fuel Tax			1,239,222								1,239,222
312410 - First Local Option Fuel Tax		3,689,475									3,689,475
312420 - Second Local Option Fuel Tax				2,637,863							2,637,863
312600 - Discretionary Sales Surtaxes		7,776,737	8,029,626								15,806,363
314100 - Utility Service Tax - Electricity		6,555,386									6,555,386
314200 - Utility Service Tax - Telecommunications		4,089,024									4,089,024
314300 - Utility Service Tax - Water		971,793									971,793
314700 - Utility Service Tax - Fuel Oil		13									13
314800 - Utility Service Tax - Propane		758,153									758,153
315000 - Communications Service Tax (Chapter 202)		1,192,143									1,192,143
316000 - Local Business Tax (Chapter 205)	243,356										243,356
322000 - Building Permits						1,065,288					1,065,288
323500 - Franchise Fee - Cable Television		40									40
323700 - Franchise Fee - Solid Waste						305,897					305,897
324110 - Impact Fees - Residential - Public Safety				43,124							43,124
324120 - Impact Fees - Commercial - Public Safety				21,298							21,298
324310 - Impact Fees - Residential - Transportation				963,892							963,892
324320 - Impact Fees - Commercial - Transportation				597,353							597,353
324610 - Impact Fees - Residential - Culture/Recreation				73,596							73,596
325100 - Special Assessments - Capital Improvement		48,675		-735							47,940
325200 - Special Assessments - Charges for Public Services		5,634,232				4,845,258					10,479,490
329000 - Other Permits, Fees & Special Assessments		346,420				101,981					448,401
331100 - Federal Grant - General Government		39,803									39,803
331200 - Federal Grant - Public Safety		1,011,647									1,011,647
331390 - Federal Grant - Other Physical Environment		40,245									40,245
331490 - Federal Grant - Other Transportation				236,788							236,788
331500 - Federal Grant - Economic Environment	1,067	2,257,450									2,258,517
331690 - Federal Grant - Other Human Services		1,191,950									1,191,950
334200 - State Grant - Public Safety		222,674									222,674
334390 - State Grant - Other Physical Environment		480,998		150,018							631,016
334500 - State Grant - Economic Environment		77,651									77,651
334690 - State Grant - Other Human Services		408,351									408,351
335120 - State Revenue Sharing - Proceeds	3,907,340										3,907,340
335130 - State Revenue Sharing - Insurance Agents County Licenses	94,493										94,493
335140 - State Revenue Sharing - Mobile Home Licenses	38,272										38,272
335150 - State Revenue Sharing - Alcoholic Beverage Licenses	87,487										87,487
335160 - State Revenue Sharing - Distribution of Sales and Use Taxes to Counties (Section 212.20, F.S.)	446,500										446,500
335180 - State Revenue Sharing - Local Government Half-Cent Sales Tax			9,705,745								9,705,745
335210 - State Revenue Sharing - Firefighter Supplemental Compensation	13,530	17,710				-					31,240
335220 - State Revenue Sharing - Enhanced 911 Fee		595,839									595,839
335490 - State Revenue Sharing - Other Transportation		65,724	3,830,848								3,896,572
335690 - State Revenue Sharing - Other Human Services		9,654									9,654
335800 - State Revenue Sharing - Clerk Allotment from JAC		5,883,487									5,883,487

Account Code	General	Special Revenue	Debt Service	Capital Proje	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
337100 - Local Governme Grant - General Government	16,250	146,982									163,232
337200 - Local Government Unit Grant - Public Safety	215,145	3,555,574									3,770,719
337300 - Local Government Unit Grant - Physical Environment	1,732	23,569									25,301
337900 - Local Government Unit Grants - Other		939,997									939,997
341100 - Service Charge - Recording Fees		1,035,908									1,035,908
341200 - Internal Service Fund Fees and Charges		611,041		48,337			27,232,178				27,891,556
341300 - Administrative Service Fees	2,625										2,625
341560 - Fees remitted to County from Property Appraiser		386,624									386,624
341800 - County Officer Commission and Fees		7,132,243									7,132,243
341900 - Other General Government Charges and Fees	16,991	344,467									361,458
342100 - Service Charge - Law Enforcement Services	1,077,457										1,077,457
342200 - Service Charge - Fire Protection		1,050,102									1,050,102
342300 - Service Charge - Housing for Prisoners	825,894										825,894
342400 - Service Charge - Emergency Management Service Fees/Charges	1,031	624,730									625,761
342500 - Service Charge - Protective Inspection Fees		110,447				11,194					121,641
342600 - Service Charge - Ambulance Fees	6,803,755										6,803,755
342900 - Service Charge - Other Public Safety Charges and Fees	77,693	695,388									773,081
343100 - Service Charge - Electric Utility		36									36
343300 - Service Charge - Water Utility		18,043									18,043
343400 - Service Charge - Garbage/Solid Waste		64,377				7,317,980					7,382,357
343600 - Service Charge - Water/Sewer Combination Utility	22,614										22,614
343700 - Service Charge - Conservation and Resource Management	303	214,752									215,055
343900 - Service Charge - Other Physical Environment Charges	14,248					81,333					95,581
344900 - Service Charge - Other Transportation Charges		152,851									152,851
346400 - Service Charge - Animal Control and Shelter Fees	293,226										293,226
347100 - Service Charge - Libraries	404,637						56,448				461,085
347400 - Service Charge - Special Events	300										300
348820 - Circuit-Wide Judicial Reimbursement-Other Counties		340,953									340,953
348880 - Probation/Alternatives	4,337										4,337
348990 - Court Related Collections NOT Remitted to the State	20,096	909,060		826,401						57,256	1,812,813
349000 - Other Charges for Services	494,171	851,189		112,715		28,402				3,297	1,489,774
351100 - Judgments and Fines - As Decided by County Court Criminal	2,349										2,349
351700 - Intergovernmental Radio Communication Program		473,981									473,981
351800 - 10% of Fines to Public Records Modernization Trust Fund		486,743									486,743
351900 - Judgments and Fines - Other Court Ordered		103,981									103,981
354000 - Fines - Local Ordinance Violation	23,121			1,050		64,832					89,003
355000 - Federal Fines and Forfeits		105,863									105,863
358100 - Confiscation of Deposits or Bonds Held as Performance Guarantees	14,000										14,000
358200 - Sale of Contraband Property Seized by Law Enforcement		1,670									1,670
359000 - Other Judgments, Fines and Forfeits	130	492,536									492,666
361100 - Interest	856,285	957,451	188,330	936,051		224,236	180,135			7,831	3,350,319
361300 - Net Increase (Decrease) in Fair Value of Investments		2,357				38,223			35,995		76,575
361400 - Gain (Loss) on Sale of Investments		7,255									7,255
362000 - Rents and Royalties	30,866	32,925		1,733		96,276					161,800
364000 - Disposition of Fixed Assets	21,104	24,709				57,280	280,371				383,464
365000 - Sale of Surplus Materials and Scrap		4,351		46,218			2,529				53,098

		Revenue		Projects			Service			Units	
366000 - Contributions and Donations from Private Sources		46,202		448,070						529	494,801
367000 - Licenses						28,770					28,770
368000 - Pension Fund Contributions									158,058		158,058
369300 - Settlements		2,653					27,315				29,968
369900 - Other Miscellaneous Revenues	3,739,384	726,816		373,233		328,215	827,628			54,844	6,050,120
381000 - Inter-Fund Group Transfers In	7,285,861	83,494,107	2,363,456	2,483,541		132,757					95,759,722
Grand Total	124,725,596	168,689,433	28,389,968	10,000,546		14,727,922	28,606,604		194,053	123,757	375,457,879

Account/Object Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
11.10 - Legislative - Personal Services	450,883										450,883
11.30 - Legislative - Operating Expenses	39,798										39,798
12.10 - Executive - Personal Services	890,522	45,225									935,747
12.30 - Executive - Operating Expenses	98,691										98,691
13.10 - Financial and Administrative - Personal Services	2,389,011	10,132,544					283,639				12,805,194
13.30 - Financial and Administrative - Operating Expenses	1,613,546	2,462,363					4,645,162				8,721,071
13.60 - Financial and Administrative - Capital Outlay		129,044		125,753							254,797
14.10 - Legal Counsel - Personal Services	789,377										789,377
14.30 - Legal Counsel - Operating Expenses	68,092										68,092
17.70 - Debt Service Payments - Debt Service			19,578,057								19,578,057
19.10 - Other General Governmental Services - Personal Services	4,926,871	567,216					1,409,466				6,903,553
19.30 - Other General Governmental Services - Operating Expenses	7,030,312	1,933,245	71,656	142,982		260	21,449,073				30,627,528
19.60 - Other General Governmental Services - Capital Outlay	155,923	23,350		348,328							527,601
19.80 - Other General Governmental Services - Grants and Aids	4,515,470										4,515,470
21.10 - Law Enforcement - Personal Services		24,960,663									24,960,663
21.30 - Law Enforcement - Operating Expenses	258,315	4,822,326		170,301							5,250,942
21.60 - Law Enforcement - Capital Outlay		1,570,631		332,703							1,903,334
21.80 - Law Enforcement - Grants and Aids		77,287									77,287
22.10 - Fire Control - Personal Services	244,662	8,334,710									8,579,372
22.30 - Fire Control - Operating Expenses	241,459	3,436,428		25,500							3,703,387
22.60 - Fire Control - Capital Outlay		131,927		3,500							135,427
22.80 - Fire Control - Grants and Aids	30,385										30,385
23.10 - Detention and/or Corrections - Personal Services	2,607,604	20,229,397									22,837,001
23.30 - Detention and/or Corrections - Operating Expenses	1,556,651	6,796,410		40,898							8,393,959
23.60 - Detention and/or Corrections - Capital Outlay		67,143		1,299,732							1,366,875
24.10 - Protective Inspections - Personal Services		388,692				869,179					1,257,871
24.30 - Protective Inspections - Operating Expenses		23,340				315,488					338,828
25.10 - Emergency and Disaster Relief Services - Personal Services	225,578	6,357,032		6,605							6,589,215
25.30 - Emergency and Disaster Relief Services - Operating Expenses	123,745	1,046,139		91							1,169,975
25.60 - Emergency and Disaster Relief Services - Capital Outlay		69,902									69,902
26.10 - Ambulance and Rescue Services - Personal Services	6,986,416										6,986,416
26.30 - Ambulance and Rescue Services - Operating Expenses	2,273,678	55,143									2,328,821
26.60 - Ambulance and Rescue Services - Capital Outlay	527,720	55,130									582,850
27.30 - Medical Examiners - Operating Expenses	727,600										727,600
29.10 - Other Public Safety - Personal Services	297,395	636,182									933,577
29.30 - Other Public Safety - Operating Expenses	2,864,041	435,235									3,299,276
29.60 - Other Public Safety - Capital Outlay		96,509									96,509
33.30 - Water Utility Services - Operating Expenses	28,402	12,572									40,974
34.10 - Garbage/Solid Waste Control Services - Personal Services		360,096				2,388,981					2,749,077
34.30 - Garbage/Solid Waste Control Services - Operating Expenses		4,565,957				8,232,579					12,798,536
37.10 - Conservation and Resource Management - Personal Services	1,220,548	933,626				475,118					2,629,292
37.30 - Conservation and Resource Management - Operating Expenses	490,674	392,776		4,506		323,719					1,211,675
37.60 - Conservation and Resource Management - Capital Outlay	17,066	30,356		6,604,374							6,651,796

		Revenue		Projects			Service			Units	
38.30 - Flood Control/Stormwater Management - Operating Expenses		247,637									247,637
41.10 - Road and Street Facilities - Personal Services		4,747,806		197,750							4,945,556
41.30 - Road and Street Facilities - Operating Expenses		3,974,350		1,739,093							5,713,443
41.60 - Road and Street Facilities - Capital Outlay		49,515		7,171,733							7,221,248
44.30 - Mass Transit Systems - Operating Expenses		986,984									986,984
45.60 - Parking Facilities - Capital Outlay				72,502							72,502
52.10 - Industry Development - Personal Services		367,975									367,975
52.30 - Industry Development - Operating Expenses		1,114,821		101,712							1,216,533
52.80 - Industry Development - Grants and Aids		845,604									845,604
53.10 - Veteran's Services - Personal Services	197,861										197,861
53.30 - Veteran's Services - Operating Expenses	17,846										17,846
54.10 - Housing and Urban Development - Personal Services	928,649	909,982									1,838,631
54.30 - Housing and Urban Development - Operating Expenses	101,805	1,460,220		10,309						58,584	1,650,918
54.60 - Housing and Urban Development - Capital Outlay	8,367	973,204		19,750							1,001,321
62.10 - Health Services - Personal Services	1,576,021	583,462									2,159,483
62.30 - Health Services - Operating Expenses	2,524,051	7,359,957									9,884,008
62.60 - Health Services - Capital Outlay				61,812							61,812
63.30 - Mental Health Services - Operating Expenses	1,165,556										1,165,556
64.10 - Public Assistance Services - Personal Services	1,340,525	461,727									1,802,252
64.30 - Public Assistance Services - Operating Expenses	1,109,736	305,884									1,415,620
64.60 - Public Assistance Services - Capital Outlay		49,312									49,312
69.10 - Other Human Services - Personal Services	972,365	272,030									1,244,395
69.30 - Other Human Services - Operating Expenses	202,015	723,382									925,397
69.80 - Other Human Services - Grants and Aids	990,041										990,041
72.10 - Parks and Recreation - Personal Services	175,548	471,913		8,493							655,954
72.30 - Parks and Recreation - Operating Expenses	221,462	585,083		64,528							871,073
72.60 - Parks and Recreation - Capital Outlay		64,942		3,045,099							3,110,041
91.90 - Inter-Fund Group Transfers Out - Other Uses	57,689,352	27,929,711	7,687,200	2,453,459							95,759,722
97.90 - Clerk of Court Excess Remittance - Other Uses		19,643									19,643
01.10 - Court Administration - Personal Services	113,585	15,214									128,799
01.30 - Court Administration - Operating Expenses	346,879	4,883									351,762
01.60 - Court Administration - Capital Outlay	6,838										6,838
02.10 - State Attorney Administration - Personal Services	52,942										52,942
02.30 - State Attorney Administration - Operating Expenses	71,659			1,481							73,140
03.30 - Public Defender Administration - Operating Expenses	42,954										42,954
04.10 - Clerk of Court Administration - Personal Services		411,199									411,199
04.30 - Clerk of Court Administration - Operating Expenses		356,125									356,125
08.10 - Jury Management - Personal Services		81,352									81,352
08.30 - Jury Management - Operating Expenses		61,742									61,742
14.10 - Clerk of Court Administration - Circuit Criminal - Personal Services		1,096,837									1,096,837
14.30 - Clerk of Court Administration - Circuit Criminal - Operating Expenses		39,761									39,761
22.10 - Drug Court - Circuit Criminal - Personal Services	318,239	52,888									371,127
22.30 - Drug Court - Circuit Criminal - Operating Expenses	138,595	20,261									158,856
22.60 - Drug Court - Circuit Criminal - Capital Outlay		1,645									1,645
23.10 - Pre-Trial Release - Circuit Criminal - Personal Services	1,038,196										1,038,196
23.30 - Pre-Trial Release - Circuit Criminal - Operating Expenses	137,384										137,384
23.60 - Pre-Trial Release - Circuit Criminal - Capital Outlay	2,190										2,190

ccount/Object Code	General	Special Revenue	Debt Service	Capital Pr...s	Permanent	Enterprise	Internal Service	Pension	Trust	Component Un	Total
24.10 - Community Servic... ograms - Circuit Criminal - Personal ervices	463,484										463,484
24.30 - Community Service Programs - Circuit Criminal - perating Expenses	53,491										53,491
34.10 - Clerk of Court Administration - Circuit Civil - Personal ervices		502,404									502,404
34.30 - Clerk of Court Administration - Circuit Civil - Operating xpenses		23,620									23,620
54.10 - Clerk of Court Administration - Circuit Family - Personal ervices		398,257									398,257
54.30 - Clerk of Court Administration - Circuit Family - Operating xpenses		16,529									16,529
31.60 - Masters/Hearing Officers - Circuit Family - Capital Outlay		1,150									1,150
53.10 - Pro Se Services - Circuit Family - Personal Services	56,834	36,574									93,408
53.30 - Pro Se Services - Circuit Family - Operating Expenses		302									302
59.10 - Other Family Court Programs - Personal Services		271,413									271,413
59.30 - Other Family Court Programs - Operating Expenses		21,878									21,878
71.10 - Court Administration - Circuit Juvenile - Personal Services	69,833										69,833
74.10 - Clerk of Court Administration - Circuit Juvenile - Personal ervices		298,316									298,316
74.30 - Clerk of Court Administration - Circuit Juvenile - Operating xpenses		14,120									14,120
32.30 - Alternative Dispute Resolutions - Circuit Juvenile - perating Expenses		25,075									25,075
35.10 - Guardian Ad Litem - Circuit Juvenile - Personal Services	78,206										78,206
35.30 - Guardian Ad Litem - Circuit Juvenile - Operating Expenses	13,979										13,979
39.10 - Other Circuit Court - Juvenile - Personal Services	36,655	20,290									56,945
39.30 - Other Circuit Court - Juvenile - Operating Expenses	2,112,816	961									2,113,777
94.10 - Clerk of Court Administration - Probate - Personal ervices		247,731									247,731
94.30 - Clerk of Court Administration - Probate - Operating xpenses		11,566									11,566
11.10 - Courthouse Security - Personal Services		2,479,827									2,479,827
11.30 - Courthouse Security - Operating Expenses	7,205	165,672									172,877
11.60 - Courthouse Security - Capital Outlay		41,546									41,546
12.10 - Courthouse Facilities - Personal Services	419,675										419,675
12.30 - Courthouse Facilities - Operating Expenses	1,317,728			430,369							1,748,097
12.60 - Courthouse Facilities - Capital Outlay	875			125,496							126,371
13.10 - Information Systems and Technology - Personal Services	207,325	107,463									314,788
13.30 - Information Systems and Technology - Operating xpenses	158,388	353,792									512,180
13.60 - Information Systems and Technology - Capital Outlay	27,128	16,833									43,961
14.10 - Public Law Library - Personal Services										36,368	36,368
14.30 - Public Law Library - Operating Expenses										42,698	42,698
16.10 - Clerk of Court Related Technology - Personal Services		225,412									225,412
16.30 - Clerk of Court Related Technology - Operating Expenses		204,799									204,799
24.10 - Clerk of Court Administration - County Criminal - Personal ervices		682,542									682,542
24.30 - Clerk of Court Administration - County Criminal - perating Expenses		36,257									36,257
32.10 - Community Service Programs - County Criminal - ersonal Services		20,127									20,127
44.10 - Clerk of Court Administration - County Civil - Personal ervices		419,307									419,307
44.30 - Clerk of Court Administration - County Civil - Operating xpenses		17,933									17,933
52.10 - Alternative Dispute Resolutions - County Civil - Personal ervices		4,159									4,159
64.10 - Clerk of Court Administration - Traffic - Personal Services		1,224,081									1,224,081

		Revenue		Projects			Service			Units	
54.30 - Clerk of Court Administration - Traffic - Operating Expenses		70,552									70,552
	Grand Total	120,204,718	165,806,135	27,336,913	24,608,659		12,605,324	27,787,340		137,650	378,486,939

Component Unit	Type	Total Revenues	Total Expenditues	Total Debt
300500 - Alachua County Health Facilities Authority	Independently Reported			
300058 - Alachua County Housing Authority	Independently Reported			
300501 - Alachua County Housing Finance Authority	Discretely Reported	$61,207	$58,584	$0
300502 - John A. H. Murphree Law Library	Discretely Reported	$62,550	$79,066	$0

Alachua County, Florida

Comprehensive Annual Financial Report

Fiscal Year Ended September 30, 2010

INTRODUCTORY
SECTION

ALACHUA COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2010

Prepared by:
Finance and Accounting Department
Clerk to the Board of County Commissioners
J.K. Irby

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ALACHUA COUNTY, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2010
TABLE OF CONTENTS

INTRODUCTORY SECTION

Title Page i
Table of Contents ..... iii-v
Letters of Transmittal ..... vii-xiii
GFOA Certificate of Achievement for Excellence in Financial Reporting xiv
Organization Chart xv
Principal County Officials xvi

FINANCIAL SECTION

Independent Auditor's Report ..... 1 - 4
Management's Discussion and Analysis ..... 5 – 20
Basic Financial Statements:
- Government-wide Financial Statements:
  - Statement of Net Assets ..... 22 - 23
  - Statement of Activities ..... 24 - 25
- Fund Financial Statements:
  - Balance Sheet – Governmental Funds ..... 26 - 28
  - Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Assets 29
  - Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds ..... 30 - 32
  - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 33
  - Statement of Net Assets – Proprietary Funds 34
  - Statement of Revenues, Expenses and Changes in Fund Net Assets – Proprietary Funds 35
  - Statement of Cash Flows – Proprietary Funds 36
  - Statement of Fiduciary Net Assets – Fiduciary Funds 37
  - Statement of Changes in Fiduciary Net Assets – OPEB Trust Fund 38
- Notes to the Financial Statements 39-86

Required Supplementary Information

- Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual:
  - General Fund 87
  - CHOICES 88
  - Municipal Services Taxing Unit – Unincorporated Services 89
  - Municipal Services Taxing Unit – Law Enforcement 90
  - Municipal Services Taxing Unit – Fire Protection 91
  - Gas Tax Uses 92
  - Sheriff 93
- Notes to Schedules of Revenues, Expenditures and Changes in Fund Balances-Budget and Actual 94
- Other Post-Employment Benefit Plan (OPEB) 95
  - Schedule of Funding Progress 95
  - Schedule of Employer Contributions 95

FINANCIAL SECTION - Continued

Supplemental Information

Combining and Individual Fund Statements and Schedules:
Nonmajor Governmental Funds ..... 97 - 99
Combining Balance Sheet ..... 100 - 103
Combining Statement of Revenues, Expenditures and Changes in Fund Balances ..... 104 - 107
Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual:
Special Revenue Funds
Stormwater Management (146) 108
MSBU Refuse Collection (148) 109
Drug and Law Enforcement (811) 109
Environmental (812) 110
Court Related (813) 111
Emergency Services (814) 111
Housing/Land Development (815) 112
Community Services (816) 113
Tourism (817) 113
Other Special Revenue (818) 114
SHIP Local Housing Assistance (823) 115
Constitutional Officer - Supervisor of Elections 115
Constitutional Officer -Tax Collector 116
Constitutional Officer - Clerk of Court 117
Clerk of Court - Fine and Forfeiture Fund 117
Clerk of Court - Official Records Modernization 118
Clerk of Court – Other Special Revenue 119
Sheriff - Other Special Revenue 119
Constitutional Officer - Property Appraiser 120
Debt Service Fund (819) 121
Capital Project Funds
Other Capital Projects (820) 121
Transportation Trust (824) 122
Wild Spaces & Public Places (825) 123
Alachua County Forever – Legacy Lands (822) 123
Capital Preservation (826) 124

Internal Service Funds 125
Combining Statement of Net Assets ..... 126 - 127
Combining Statement of Revenues, Expenses and Changes in Fund Net Assets ..... 128 - 129
Combining Statement of Cash Flows ..... 130 - 131

Fiduciary Funds ..... 132 - 133
Combining Statement of Fiduciary Net Assets ..... 134 - 135
Combining Statement of Changes in Assets and Liabilities ..... 137 - 140

Component Units – Discretely Presented 141
Combining Statement of Net Assets 142
Combining Statement of Activities 143
Balance Sheet and Reconciliation to Net Assets 144
Statement of Revenues, Expenditures and Changes in Fund Balances and Reconciliation 145
Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual 146

STATISTICAL INFORMATION (UNAUDITED)

Statistical Tables – Descriptions 147

Schedule 1 - Net Assets by Component - Last Ten Fiscal Years 148-149

Schedule 2 - Changes in Net Assets - Last Ten Fiscal Years 150-151

Schedule 3 - Fund Balances, Governmental Funds- Last Ten Fiscal Years 152-153

Schedule 4 - Changes in Fund Balances, Governmental Funds - Last Ten Fiscal Years 154-155

Schedule 5 – Assessed Value and Actual Value of Taxable Property - Last Ten Fiscal Years 156-157

Schedule 6 – Direct and Overlapping Property Tax Rates - Last Ten Fiscal Years 158-159

Schedule 7 – Principal Property Taxpayers – Current Year and Ten Years Ago 160

Schedule 8 – Property Tax Levies and Collections – Last Ten Fiscal Years 161

Schedule 9 – Ratio of Outstanding Debt by Type – Last Ten Fiscal Years 162

Schedule 10 – Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years 163

Schedule 11 – Direct and Overlapping Governmental Activities Debt as of September 30, 2010 164

Schedule 12 – Legal Debt Margin 165

Schedule 13 - Pledged Revenue Coverage - Last Ten Fiscal Years ..... 166 -167

Schedule 14 – Demographic and Economic Statistics – Last Ten Calendar Years 168-169

Schedule 15 – Principal Employers – Current Year and Prior Year - 2003 170

Schedule 16 – Full-time Equivalent County Government Employees by Function/Program – Last Ten Fiscal Years ... 171

Schedule 17 – Operating Indicators by Function/Program – Last Ten Fiscal Years 172-173

Schedule 18 – Capital Asset Statistics by Function/Program – Last Ten Fiscal Years 174-175

COMPLIANCE SECTION

Continuing Disclosure Requirements ..... 177 - 196

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL AND ON COMPLIANCE

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters 199-200

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CLERK OF THE CIRCUIT COURT

Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3636

March 22, 2011

The Honorable Lee Pinkoson, Chair
Board of County Commissioners
Alachua County, Florida

Dear Chair Pinkoson:

I am pleased to present to you, the Board of County Commissioners and the Citizens of Alachua County, the Comprehensive Annual Financial Report of Alachua County, Florida, for the fiscal year ended September 30, 2010. The Finance and Accounting Department prepared this report and we are responsible for its accuracy and completeness.

Information in the report is presented in a manner that enables the reader to gain an understanding of the County's financial activity. The Finance Director's transmittal letter further discusses the County's financial activities and internal controls.

This report was prepared following the guidelines recommended by the Government Finance Officers Association of the United States and Canada (GFOA). GFOA awards Certificates of Achievement for Excellence in Financial Reporting to those governments whose comprehensive annual financial reports meet the Program's strict criteria. The County's comprehensive annual financial reports for the preceding twenty-seven years were awarded this certificate. We are submitting the 2010 report for review and we believe that it will also be awarded a certificate.

The financial statements of the County have been audited by Carr, Riggs & Ingram, LLC, Certified Public Accountants. Their opinion is included in the financial section of this report.

The preparation of this report could not have been accomplished without the dedicated effort of the Finance Director and his entire staff. Their efforts over the past year have led to an improved quality of information being reported to the County Commission, State, Oversight Boards and the Citizens of Alachua County.

Thank you for your attention.

Respectfully Submitted,

J. K. Irby
Clerk to the Board

CLERK OF THE CIRCUIT COURT

Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3636

March 22, 2011

The Honorable Lee Pinkoson, Chair
Board of County Commissioners
Alachua County, Florida

Dear Chair Pinkoson and the Citizens of Alachua County:

The Comprehensive Annual Financial Report of Alachua County, Florida for the fiscal year ended September 30, 2010, is respectfully submitted. This report was prepared by the Finance and Accounting Department under the supervision of the Clerk of the Circuit Court. The report fulfills the requirements set forth in Section 218.39, Florida Statutes, and the Rules of the Florida Auditor General, Chapter 10.550, which requires an annual financial audit of all counties. Responsibility for both the accuracy of presented data and the completeness and fairness of the presentation, including all disclosures, rest with the Finance and Accounting Department.

Florida Statutes require an audit of the financial statements of Alachua County by an independent certified public accountant. We have complied with this requirement and the auditors' opinion is included in the Financial Section of this report. Carr, Riggs & Ingram, LLC, Certified Public Accountants, have issued an unqualified ("clean") opinion on Alachua County's financial statements for the year ended September 30, 2010.

Internal accounting controls for the County are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the evaluation of costs and benefits requires estimates and judgments by management.

Readers of this report are encouraged to read Management's Discussion and Analysis (MD&A), which immediately follows the independent auditors' report. The MD&A provides basic financial information about Alachua County and an overview of the County's activities; it is intended to complement this letter of transmittal and should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

Alachua County was established by an Act of the Florida Legislature in 1824 when Duval County was split to form Alachua, Duval and Nassau Counties. Subsequent Legislatures further divided Alachua County to establish Levy, Gilchrist, Marion, Putnam and Clay Counties.

Since the 1920's, Alachua County has contained approximately 977 square miles and is included within the Gainesville Metropolitan Statistical Area. Alachua County is located in North Central Florida, midway between the Atlantic and Gulf Coasts. It is approximately 145 miles southeast of the State Capital, Tallahassee, 100 miles north of Orlando and 70 miles southwest of Jacksonville. In addition to Gainesville, which is the county seat and primary population center, there are eight other incorporated municipalities located within the County: Alachua, Archer, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry and Waldo.

Alachua County is a charter county established under the Constitution and the laws of the State of Florida. The County operates under the County Manager form of government with a board of five elected members. In addition, there are five Constitutional Officers who are separately elected, including the Clerk of the Circuit Court, Sheriff, Tax Collector, Property Appraiser and the Supervisor of Elections. The comprehensive annual financial report includes the Board of County Commissioners, all Constitutional Officers as well two component units: the Alachua County Housing Finance Authority and the John A.H. Murphree Law Library. The Alachua County School Board and the Alachua County Library District, though related organizations, are governed with their own boards and are reported separately.

Alachua County government provides a full range of services, including police, emergency rescue and fire protection, social services, environmental protection, construction and maintenance of highways, streets and other infrastructure, and parks and recreation. Solid waste disposal and recycling is provided through operation of the Leveda Brown Environmental Park and Transfer Station and five rural regional collection centers.

The Board of County Commissioners is required to adopt a final balanced budget by September 30th for the following fiscal year. The budget controls the levy of taxes and the expenditure of money for all county purposes during the ensuing fiscal year. This annual budget serves as the foundation for Alachua County's financial planning and control and is prepared by fund, department/division and function according to the Florida State Chart of Accounts. The legal level of control is the fund in accordance with Florida Statutes.

LOCAL ECONOMY

Alachua County is a major educational and health care center with a number of associated firms and industries. Alachua County is the home of the University of Florida with approximately 50,000 students. It contains a Medical College and major teaching hospital, Law, Engineering, Business, Accounting and Architecture Schools along with several other colleges. The stability

of the County economy is attributable mainly to the University of Florida and the other governmental employers in the area, who provide approximately 50% of the jobs. The area has experienced economic declines due to the state of the economy, but the effects are not as severe as in other areas of the State. Population in the State of Florida declined overall and Alachua County declined as well with a decrease of 540 for a total population of 255,692; unemployment in the area was 8.3% at September 30, 2010 compared to a State rate of 11.9%.

LONG-TERM FINANCIAL PLANNING

The County has developed a capital improvement plan to address future needs for roads, parks and facilities. On April 19, 2005, the Board of County Commissioners (BOCC) authorized staff to proceed with the issuance of $33 million in Gas Tax Bonds to fund numerous transportation improvements. On March 14, 2006, the BOCC approved the issuance of the first series of bonds, $15.4 million Gas Tax Revenue Bonds, Series 2006 and on January 22, 2008, staff was authorized to proceed with issuance of the 2nd and final series of Gas Tax Revenue Bonds, Series 2008.

On November 4, 2008, voters elected to support the Wild Spaces & Public Places half cent sales tax initiative for a two year duration. Alachua County Forever conservation lands will be purchased with 51% of the proceeds and the balance will be used to fund recreational improvements in the County. A $15 million bank loan was taken out so that planned projects can be completed more quickly, and at the December 12, 2010 meeting, the Board gave approval to issue $15 million in Alachua County Forever Limited General Obligation Bonds. This money will be used to pay off the loan and continue acquisition of environmentally significant lands.

On August 8, 2006, the Board authorized staff to proceed with the issuance of $79.15 million in Public Improvement Revenue Bonds. The first series of bonds, $21.17 million Public Improvement Revenue Bonds, Series 2007A, were issued in January 2007 to finance the acquisition and construction of a new fire station, jail dormitory and barracks, a new recreation center and other community park improvements. Due to the state of the financial markets and the economy, the Board voted on November 18, 2008, to delay issuance of the 2nd series of Public Improvement Revenue Bonds for at least 24 months. The Board also reduced the scope of the park improvements by $6.5 million and re-allocated the bond proceeds to transportation projects, water conservation improvements, and capital improvements at the animal shelter.

On June 19, 2007, the Board approved Ordinance 07-08 to impose an additional five-cent local option fuel tax on every gallon of motor fuel sold in Alachua County to be effective from January 1, 2008 to December 31, 2018. The funds generated by the imposition of the local option fuel tax are being used for expenditures needed to meet immediate local transportation problems, including reconstruction or resurfacing of existing paved roads and the paving of existing graded roads; the revenue imposed by this ordinance will not be used for the routine maintenance of roads. The list of approved road projects for the next ten years, targeting those most in need of repair, can be found on the County's website.

In an effort to provide revenue diversification, the Board of County Commissioners enacted transportation, parks and fire impact fees. The fees, which are being collected on new construction in the County, will be used to build road and park infrastructure and the fire impact fee will be used to buy equipment and pay for fire prevention services. The fees were implemented mid fiscal year 2005 and as of September 30, 2010 over $12.7 million has been collected.

MAJOR INITIATIVES

COUNTY ROADS

This fiscal year over $7.2 million dollars was spent on transportation improvements, including improved traffic signalization, sidewalks on University Avenue, graded road improvements and numerous resurfacing and repaving projects. Other numerous smaller projects were completed and/or begun this year (see MD&A page 17 for more information).

COUNTY PARKS

At Jonesville Park, additional improvements were completed including four ball fields with bleachers, concessions and restrooms, a picnic shelter and tables, playground, and additional lighting and parking. In 2010, construction was completed for restrooms at Owens-Illinois and Cynthia Moore Chestnut and Clark Butler Nature Preserve. Design is in process for a new community center at the Kanapaha Memorial Park which will include a replacement for the restrooms that burned down.

COUNTY LAND AND BUILDINGS

The County-wide Energy Reduction and Water Conservation Program was begun to improve all County facilities. Special focus has been given to the older part of the Correctional Facility including the installation of new plumbing fixtures designed to conserve water, new lighting, foam re-roofing and other improvements.

LEGACY LAND PROGRAM

The Wild Spaces & Public Places initiative brought needed funds to the program and allowed for continued purchase of Legacy lands. Voters previously passed a referendum in November 2000 that required the County to purchase conservation lands through the issuance of limited general obligation bonds. In April of 2003, the County issued $14 million of bonds, with a ten-year maturity for this program. To date the County has used $31 million of local dollars to leverage $85 million of federal, state and private funds to protect over 18,987 acres of land within Alachua County.

FINANCIAL INFORMATION

FY 2010 GOVERNMENT WIDE RESULTS OF OPERATIONS

Alachua County's government-wide revenues for the year were $248.2 million and government-wide expenses for the year were $231.5 million. The net assets for Alachua County increased by $16.7 million for ending net assets of $578.1 million at September 30, 2010.

GENERAL FUND FINANCIAL HIGHLIGHTS

In FY2010 the General Fund's financial position strengthened after falling to a low fund balance of $9.9 million in FY2009. County Management focused on restoring fund balance in the General Fund by implementing reductions in personnel and operating expenditures. For FY10 the General Fund had an increase in fund balance of $4.5 million resulting in an ending fund balance of $14.48 million. The total ending fund balance equaled 12.3% of operating revenues which is in compliance with the County's adopted financial policy of 10% of operating revenues.

INDEPENDENT AUDIT

Florida Statutes require an audit of the financial statements of Alachua County by an independent certified public accountant selected by the Board of County Commissioners. We have complied with this requirement and the auditors' opinion is included in the financial section of this report.

REPORTING ACHIEVEMENT

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Alachua County for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2009. This was the twenty-seventh consecutive year that the County has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized CAFR. The report must also satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

AWARD FOR OUTSTANDING ACHIEVEMENT IN POPULAR ANNUAL FINANCIAL REPORTING

Alachua County also received GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting for the year ended September 30, 2009. This was the thirteenth consecutive year that the County has achieved this prestigious award. In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability and reader appeal.

An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe our current report continues to conform to the award criteria, and we are submitting it to GFOA to determine its eligibility for another certificate. Copies of Alachua County's CAFR and Popular Financial Report for the current and prior year are available on the County's website http://www.alachuacounty.us/government/clerk/reports/.

ACKNOWLEDGMENTS

A comprehensive financial report of this nature could not have been prepared without the dedicated efforts of all staff members concerned. I would like to express my appreciation to the staff of Finance and Accounting in helping produce this report and for the interest and support of the Clerk of the Court. I would also like to thank the Board of County Commissioners and County staff for their work in planning and conducting the fiscal operations of the County.

Respectfully Submitted,

Todd Hutchison

Todd Hutchison, C.P.A., C.G.F.O.
Assistant Clerk/Finance Director

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Alachua County Florida

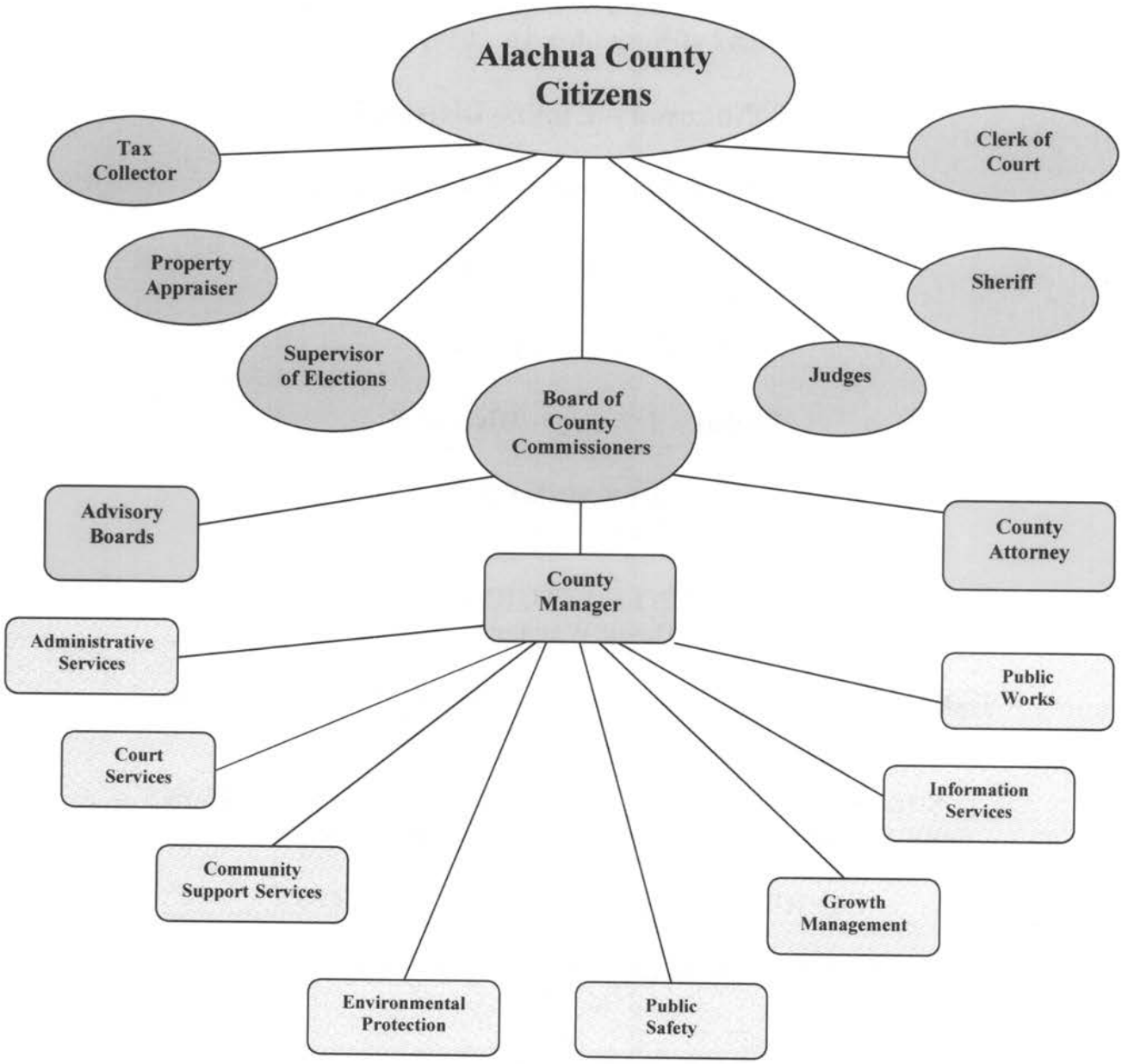
For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

President

Executive Director

Alachua County, Florida
Organizational Chart



ALACHUA COUNTY, FLORIDA

PRINCIPAL OFFICERS

BOARD OF COUNTY COMMISSIONERS
(As of November 16, 2010)

Lee Pinkoson – Chair– District 2

Paula M. DeLaney –Vice Chair - District 3

Susan Baird – District 4

Mike Byerly – District 1

Rodney J. Long – District 5

COUNTY MANAGER
Randall Reid

COUNTY ATTORNEY
David Wagner

TAX COLLECTOR
Von Fraser

PROPERTY APPRAISER
Edward A. Crapo

SHERIFF
Sadie Darnell

SUPERVISOR OF ELECTIONS
Pam Carpenter

CLERK OF CIRCUIT / COUNTY COURTS
AND
CLERK TO BOARD OF COUNTY COMMISSIONERS
J. K. Irby

DIRECTOR OF FINANCE
Todd Hutchison, C.P.A., C.G.F.O.

http://www.alachuacounty.us

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

FOR

COMPREHENSIVE ANNUAL FINANCIAL REPORT

ALACHUA COUNTY, FLORIDA

September 30, 2010

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

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4010 N.W. 25th Place
Gainesville, Florida 32606
P.O. Box 13494
Gainesville, Florida 32604

(352) 372-6300
(352) 375-1583 (fax)
www.cricpa.com

Independent Auditors' Report

The Honorable Board of County Commissioners and
Constitutional Officers
Alachua County, Florida

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component unit and remaining fund information of Alachua County, Florida (the "County"), as of and for the year ended September 30, 2010, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the County's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component unit and remaining fund information of the County as of September 30, 2010, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2011 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

As discussed in Note 12 D. to the financial statements, the County restated certain beginning balances due to the implementation of GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*.

Management's Discussion and Analysis and the required supplementary information listed in the table of contents are not a required part of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The introductory section and the information provided in the statistical section are presented for the purpose of additional analysis and are not a required part of the basic financial statements. Such additional information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on it.

Carr, Riggs & Ingram LLC

March 1, 2011
Gainesville, Florida

MANAGEMENT'S DISCUSSION & ANALYSIS (MD&A)

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis presents an overview of the County's financial activities for the fiscal year ended September 30, 2010. The County's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosure following this section. Additional information is available in the Transmittal Letter, which precedes Management's Discussion and Analysis.

Financial Highlights

Government-wide Statements

- Alachua County's assets exceeded its liabilities at September 30, 2010 by $578.1 million (net assets). Of this amount, $29.4 million represents unrestricted net assets that may be used to meet the government's ongoing obligations to citizens and creditors.

- Total net assets of $578.1 million are comprised of the following:
  1) $442.2 million of capital assets, net of related debt, includes property and equipment, net of accumulated depreciation, reduced for outstanding debt related to the purchase or construction of those capital assets,
  2) $106.4 million of net assets are restricted by constraints imposed from outside of the County such as debt covenants, grantors, laws, or regulations,
  3) $22.2 million of unrestricted governmental net assets and $7.2 million of unrestricted business-type net assets represent the portion available to maintain the County's continuing obligations to citizens and creditors.

- The County's total net assets increased $20.4 million over the previous year with a increase of $18.3 from governmental activities and an increase of $2.1 million from business activities.

Fund Statements

- At September 30, 2010, the County's governmental funds reported combined ending unreserved fund balances of $131.5 million and total fund balances of $150.5 million. Total fund balances had a decrease of $6.15 million from the prior fiscal year.

- At September 30, 2010, unreserved fund balance for the General Fund was $13.97 million or 11.9% of General Fund operating revenue. General Fund balance increased by $4.5 million from the prior fiscal year.

- Governmental funds revenues increased overall by $7.6 million or 3.3% from the prior fiscal year. The overall change in governmental funds revenues can primarily be attributed to the following: $5.3 million increase in property taxes due to a change in the ad valorem millage rate set by the Board of County Commissioners; $2.7 million increase in Debt Service taxes due to the collection of the Wild Spaces & Public Places .5% discretionary sales tax which was approved only through December 2010; intergovernmental revenue increased overall by $1.6 million due primarily to an increase in revenue received for the HUD Neighborhood Stabilization Program.

- After making regularly scheduled debt service payments for the year, the County had a net decrease in bonded debt of $7.25 million over the prior fiscal year as well as $7.44 million reduction of the $15 million bank loan for the Wild Spaces & Public Places projects.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's Basic Financial Statements. The County's Basic Financial Statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Financial Statements. This report also contains other Required Supplementary Information and Supplemental Information in addition to the Basic Financial Statements themselves.

Government-Wide Financial Statements

The Government-wide Financial Statements are designed to provide readers with a broad overview of the County's finances in a manner similar to a private sector business and consist of the following two statements:

- The Statement of Net Assets presents information on all of the County's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is strengthening or weakening.

- The Statement of Activities presents information showing how the government's net assets changed during fiscal year 2010. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Both of these financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include administration, community services, corrections, courts, culture and recreation, tourist development, emergency services, environmental services, growth management, law enforcement, solid waste collection, and transportation. The business-type activities of the County include the solid waste system and codes enforcement.

The government-wide financial statements include not only the County itself (known as the primary government), but also the following legally separate component units: the Alachua County Housing Finance Authority and the John A. H. Murphree Law Library. Financial information for these component units is reported separately from the financial information presented for the primary government itself; these component units do not issue separate financial statements.

The government-wide financial statements can be found on pages 22-25 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All County funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County maintains thirty-two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Community Health Program Offering Innovative Care and Health Education Services (CHOICES), Municipal Service Taxing Unit (Unincorporated, Law Enforcement and Fire Protection), Gas Tax Uses, Sheriff, Debt Service, Other Capital Projects, Transportation Trust and Wild Spaces & Public Places which are considered to be major funds. Data from the other twenty-one governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements in the Supplemental Information section of this report.

The County adopts an annual budget for its general, special revenue, debt service and capital projects funds. Budgetary comparison schedules have been provided for these funds to demonstrate budgetary compliance; major funds budgetary comparison (excluding Debt Service and Capital Project funds) is in the Required Supplementary Information starting on page 87 and for non-major, Debt Service and Capital Project funds in the Supplemental Information section starting on page 97.

The basic governmental fund statements can be found on pages 26-32 of this report.

Proprietary Funds

The County maintains two different types of proprietary funds. Enterprise funds are used to report business-type activities in the government-wide financial statements. The County uses enterprise funds to account for the fiscal activities relating to Solid Waste and Codes Enforcement. Internal service funds are used to accumulate and allocate costs internally among the County's various functions. The County uses internal service funds to account for its Computer Replacement, Vehicle Replacement, Fleet Management, Telephone Service, Self-Insurance and Health Insurance operations. Because these services predominantly benefit governmental rather than business-type functions, they have been included within the government-wide financial statements as governmental activities.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Solid Waste System, as well as the only non-major enterprise fund, Codes Enforcement Fund. Internal service funds are also combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements in the Supplementary Information section of this report.

The basic proprietary fund financial statements can be found on pages 34-36 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is similar to proprietary funds.

The basic fiduciary fund financial statement can be found on page 37 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 39-86 of this report, with the index to the notes on the first page of that section.

Other Information

Supplemental information in the form of combining statements referred to earlier, present a more detailed view of non-major funds used in governmental and enterprise funds. This section includes budget to actual schedules for non-major special revenue funds and all capital projects funds. Also included are statements for internal service and agency funds as well as component unit information. Combining and individual fund schedules can be found on pages 97-146 of this report. Additional information about the County that may be of interest to the reader is found under the Statistical section on pages 147-175 of this report.

Government-wide Financial Analysis

Net assets may serve over time as a useful indicator of a government's financial position. In the case of the County, assets exceeded liabilities by $578.1 million at the close of the fiscal year ended September 30, 2010 (see table next page).

At the end of fiscal year 2010, the County is able to report positive balances in all three categories of net assets, for the government as a whole, as well as for its separate governmental and business-type activities.

Current and other assets decreased by .7% over the prior year due to spend down of Wild Spaces & Public Places and transportation trust funds for capital improvement projects. Capital assets, net of related debt, increased by 1.7% due to the acquisition of land and improvement of parks utilizing resources from the voter approved Wild Spaces & Public Places infrastructure sales tax.

Alachua County, Florida
Net Assets
(in millions)

	Governmental Activities		Business-type Activities		Total		Percent Change
	2009	2010	2009	2010	2009	2010	
Current and other assets	$205.4	$202.1	$15.4	$17.1	$220.8	$219.2	-0.7%
Capital assets	506.2	515.2	10.4	10.1	516.6	525.3	1.7%
Total assets	711.6	717.2	25.8	27.2	737.4	744.5	1.0%
Current liabilities	43.9	59.3	1.8	1.7	45.7	61.0	33.5%
Long-term liabilities outstanding	125.7	97.6	8.4	7.8	134.1	105.4	-21.4%
Total liabilities	169.6	156.9	10.2	9.5	179.8	166.4	-7.5%
Net assets invested in capital assets, net of related debt	423.2	432.1	10.4	10.1	433.6	442.2	2.0%
Net assets - restricted	116.4	105.9	0.7	0.5	117.1	106.4	-9.1%
Net assets - unrestricted	2.4	22.2	4.6	7.2	7.0	29.4	322.5%
Total net assets	$542.0	$560.3	$15.7	$17.8	$557.7	$578.1	3.7%

(Note: Due to rounding, the totals shown may not be the addition of numbers presented in this table, but are the true net assets rounded totals.)

Current liabilities and long-term liabilities decreased from the previous year by 7.5% due to advance refunding of $1 million of Alachua County Forever General Obligation bonds pursuant to bond resolution 03-21, Section 2.07 and $7.4 principal payment for Wild Spaces & Public Places note payable.

Total net assets at year end is $578.1 million. The largest portion of the County's net assets ($442.2 million or 76.5%) reflects its investment in capital assets (e.g., land, infrastructure, buildings and equipment) less any related outstanding debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate liabilities.

An additional portion of the County's net assets ($106.4 million or 18.4%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net assets ($29.4 million or 5.1%) may be used to meet the government's ongoing obligations to citizens and creditors.

Restricted net assets in the governmental activities and business-type activities had a net decrease of $10.7 million or 9.1% from 2009 to 2010. These net assets represent restrictions from specific revenue sources and grants. Main components of the net decrease include:

- Net decrease of $6.1 million in restricted assets for Wild Spaces & Public Places
- Increase of $.5 million in restricted assets for CHOICES program
- Decrease of $.1 million in restricted assets for Alachua Forever Program
- Decrease of $.4 million in restricted assets for Jail Energy Conservation Project
- Increase of $1.4 million in restricted assets for cash reserves required for bond insurance downgrades per bond covenants
- Spend down (decrease) of $4.8 million in restricted assets for road and bridge maintenance and road construction.
- Spend down (decrease) of $.5 million in restricted assets for grants and sales tax bond proceeds

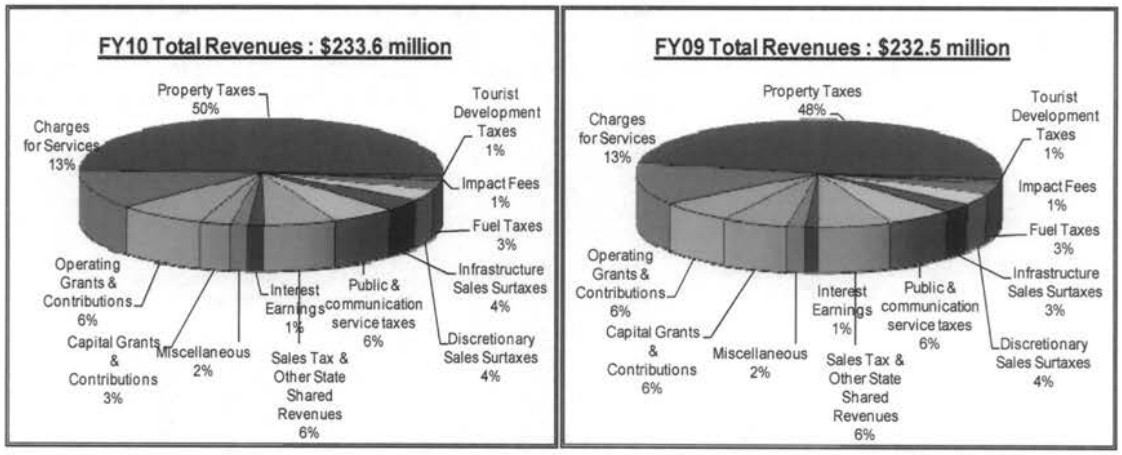
Unrestricted net assets in the governmental type activities increased by $19.8 million, primarily due to a increase in property tax, investment earnings, and a planned reduction in operating expenditures to offset the economic downturn and to increase overall fund balance.

Alachua County, Florida
Changes in Net Assets
(in millions)

	Governmental Activities		Business-type Activities		Total		Percent Change
	2009	2010	2009	2010	2009	2010	
Revenues:							
Program revenues:							
Charges for services	$30.3	$28.4	$14.6	$13.9	$45.0	$42.3	-6.0%
Operating grants and contributions	15.1	18.3	0.0	-	15.2	18.3	20.8%
Capital grants and contributions	13.3	6.3	-	-	13.3	6.3	-52.6%
General revenues:							
Property taxes	112.1	117.4	-	-	112.1	117.4	4.8%
Discretionary sales surtaxes	8.2	7.8	-	-	8.2	7.8	-4.9%
Infrastructure sales surtaxes	5.9	8.1	-	-	5.9	8.1	36.7%
Other taxes	23.6	23.6	-	-	23.6	23.6	0.1%
Other	23.8	23.6	0.4	0.7	24.2	24.3	0.6%
Total revenues	232.5	233.6	15.0	14.6	247.5	248.2	0.3%
Expenses:							
Administration	43.5	42.2	-	-	43.5	42.2	-3.0%
Community services	18.3	19.6	-	-	18.3	19.6	7.2%
Corrections	28.0	27.8	-	-	28.0	27.8	-0.6%
Courts	22.5	22.2	-	-	22.5	22.2	-1.6%
Culture and recreation	2.0	2.6	-	-	2.0	2.6	33.4%
Tourist development	2.2	2.3	-	-	2.2	2.3	3.2%
Emergency services	30.9	30.1	-	-	30.9	30.1	-2.4%
Environmental services	2.8	2.8	-	-	2.8	2.8	-1.7%
Growth management	4.8	4.5	-	-	4.8	4.5	-6.2%
Law enforcement	33.1	32.6	-	-	33.1	32.6	-1.8%
Solid waste collection	3.9	4.7	-	-	3.9	4.7	20.3%
Transportation	42.8	23.4	-	-	42.8	23.4	-45.4%
Interest on long-term debt	4.5	4.2	-	-	4.5	4.2	-6.1%
Solid waste disposal system	-	-	13.0	11.4	13.0	11.4	-12.4%
Codes enforcement	-	-	1.4	1.1	1.4	1.1	-21.0%
Total expenses	239.3	218.9	14.4	12.5	253.7	231.4	-8.8%
Increase (decrease) in net assets before transfers	(6.8)	14.7	0.7	2.1	(6.2)	16.8	
Transfers	(0.3)	(0.1)	0.3	0.1	-	-	
Increase (decrease) in net assets	(7.2)	14.6	1.0	2.2	(6.2)	16.8	
Net assets - beginning as previously reported	549.2	542.0	14.7	15.6	563.9	557.7	
Change in accounting principle	-	3.7	-	-	-	3.7	
Net assets-beginning-as restated	549.2	545.7	14.7	15.6	563.9	561.4	
Net Assets - Ending	$ 542.0	$ 560.3	$ 15.7	$ 17.8	$ 557.7	$ 578.1	3.7%

(Note: Due to rounding, the totals shown may not be the addition of numbers presented in this table, but are the true net assets rounded totals.)

The following charts show a graphical comparison of governmental revenues by source.



Governmental Activities

The County's total net assets increased $20.4 million over the previous year with a increase of $18.3 from governmental activities and an increase of $2.1 million from business activities.

Major changes in revenues were caused by the following:

- Charges for Services decreased by 6.0% due to the effect of the economy causing across the board declines in licenses and permits, fines and forfeitures and all other areas that charge for services. Additionally, pursuant to Section 28.36, Florida Statutes, the Clerk of Courts Fine and Forfeiture fund became subject to the General Appropriations Act of the Florida Legislature as of July 2009. Thus, the majority of charges for services and fines and forfeitures are remitted to the State Clerk of Court Trust Fund and are no longer reported as revenues to the Clerk.

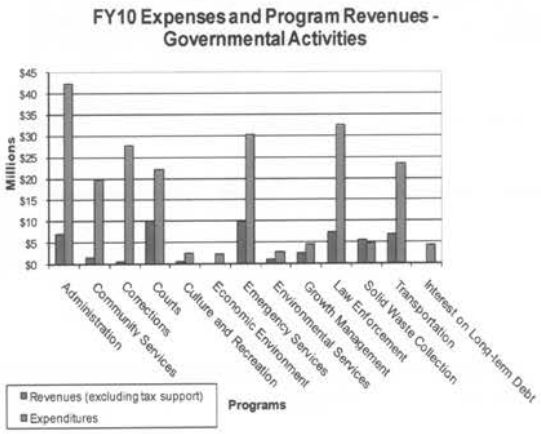
- Capital Grants and Contributions decreased overall by 52.6%. During fiscal year 2009, a onetime grant of $1.1 million was received from the State of Florida for assistance in the Legacy Land purchase of Barr Hammock. In addition, the Sheriff's Office also received a one-time grant of $.8 million from Homeland Security for purchase of radios. Capital asset donations also decreased by $5.7 million over the prior fiscal year. Due to the current economic environment, construction of new subdivisions has slowed, therefore, the donation of right-of-ways and infrastructure has correspondingly decreased.

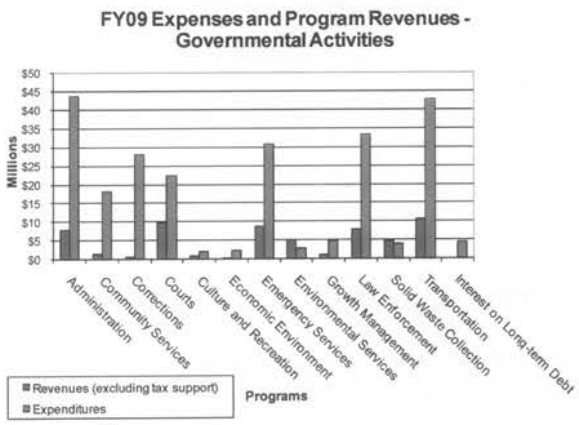
- Discretionary sales surtaxes for CHOICES decreased by 4.9% due to decline in sales tax collections. This is a reflection of the recession and overall economic climate.

- Ad valorem tax revenue increased by 4.8% a result increasing the property millage tax rate from 7.5708 for fiscal year 2009 to 8.0495 for this fiscal year and increases in new construction.

- Investment earnings increased by $.6 million due to recovery of economic market conditions.

- Pursuant to the successful Wild Spaces & Public Places infrastructure sales tax referendum in November 2008, the County began receiving one-half percent additional sales tax in January 2009. The sales tax is approved through December 2010. This infrastructure sales surtax extends the Alachua County Forever program to acquire and improve environmentally significant lands and to create, improve, and maintain park and recreational facilities within the county. During fiscal year 2010, the infrastructure sales tax generated $8.1 million in revenue.





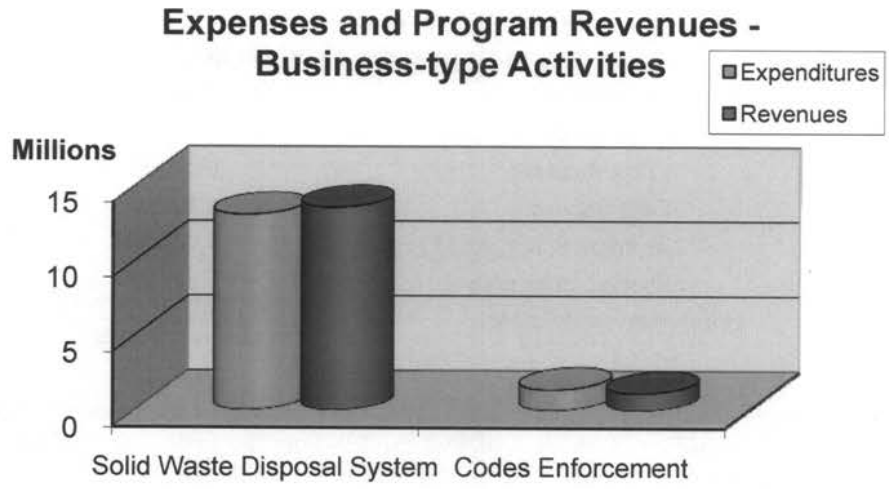
Major changes in expenses were caused by the following:

- Transportation expenses decreased 45.4% or $19.4 million due to an annexation to the City of Gainesville in that occurred in the prior fiscal year of a 660-acre area including SW 24th Avenue.

- Community services expenses increased by $1.3 million or 7.2%, because of increased enrollment in the CHOICES program and an expansion of covered services to include ambulatory (outpatient care) in January 2009.

- Court costs decreased by 1.6% and is a reflection of mandated budget cuts required from the Clerk of Court from the State of Florida within the Fine and Forfeiture Fund.

- Culture and recreation increased by 33.4% because of increase in maintenance and depreciation costs on prior fiscal year park improvements.



Business-type Activities

Business-type activities increased the County's net assets by $2.1 million.

- The Solid Waste Transfer Station went into operation in 1999. During fiscal year 2010, Emerald Waste Services declined entry into a commercial franchise agreement, which resulted in the diversion of approximately 25% of the County's anticipated waste stream and has had a significant financial impact on the operations of this fund. In response to this development, the County is reviewing all processes for operational efficiency, has frozen positions and purchases and is looking to renegotiate current agreements with New River Solid Waste Association and other entities. Staff is also exploring permitting the transfer station as a "resource recovery facility", whose operations would then be covered by a solid waste flow control ordinance and direct all waste generated in the County to the transfer station.

- Codes Enforcement furnishes services to the development community and citizens. Codes Enforcement operating expenditures exceeded operating revenues by $0.1 million in fiscal year 2010. Revenues increased for licenses and permits but many of these permits involved alteration, remodeling or repair and were not for new construction starts. Total permits issued in fiscal year 2010 were 4,511 versus 3,943 permits issued in fiscal year 2009.

Fund Financial Analysis

The County uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The primary purpose of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources, available for spending, at the end of the fiscal year.

Alachua County, Florida
Reserved and Unreserved Fund Balance

Total fund balance	$150,542,444
Less reserved fund balance:	
Encumbrances	6,070,884
Debt Service	10,392,170
Inventories & prepaid items	1,968,905
Special revenue funds	675,624
Unreserved fund balance	$131,434,861

As of the end of fiscal year 2010, the County's governmental funds reported combined unreserved ending fund balances of $131.4 million, a decrease of $8.2 million from the prior year. Of the approximately $150.5 million total fund balance, unreserved fund balance is $131.4 million.

Major Funds

The General Fund, CHOICES, Municipal Service Taxing Unit (separated into Unincorporated Services, Law Enforcement and Fire Protection), Gas Tax Uses, Debt Service, Sheriff, Other Capital Projects, Transportation Trust and Wild Spaces & Public Places are reported as major funds.

The General Fund is the chief operating fund of the County. The General Fund had an increase in fund balance of $4.5 million. The total fund balance was $14.48 million of which $13.97 million was unreserved. The cash balance at the end of the year was $8.6 million. As a measure of the General Fund's liquidity, it may be useful to compare both unreserved fund balance and total fund balance to total fund revenues. Unreserved fund balance represents 11.9% of total General Fund operating revenue, while total fund balance represents 12.3% of that same amount. The Government Finance Officers Association's Best Practices guidelines calls for unrestricted fund balance level of no less than two months of regular General Fund operating revenues or expenditures. The fiscal year 2010 unreserved fund balance of $13.97 million for the General Fund falls short of meeting this goal as the average two months of operating revenues in 2010 was over $19.5 million. Revenues overall increased by almost $7 million overall due to the following: higher tax collections of almost $5 million, a result of increasing the property millage tax rate from 7.5708 for fiscal year 2009 to 8.0495 for this fiscal year; an increase in investment earnings of $.7 million; higher charges for services of $1.2 million for ambulance use. In addition, operating expenditures declined by $2.2 million due to management's efforts to reduce spending.

The CHOICES Program was approved by the voters on August 31, 2004. The program is funded by a ¼ cent sales tax which is approved through December 2011. As of September 30, 2010, the total fund balance for CHOICES is $41.0 million. Investment income for the year of $.6 million was received and $7.9 million was spent for program costs. This discretionary sales tax will cease December 2011, and the County is considering different options allowed under the ordinance for use of the funds. At the end of the fiscal year, there were 3,340 clients enrolled in the program.

The Municipal Service Taxing Unit (MSTU) – Unincorporated Services Fund provides services to citizens in the unincorporated area of the County, including recreation, environmental services, and development related activities such as codes enforcement and planning. Decreases in revenues, expenditures and transfers resulted in an overall decrease in fund balance during the year of almost $.4

million. The fund has an ending fund balance of almost $0.6 million. The ending fund balance represents 12.1% of the MTSU - Unincorporated Services operating revenue.

The MSTU - Law Enforcement Fund pays for the majority of the Sheriff's patrol in the unincorporated area of the County through transfers of $14.3 million to the Sheriff. The increase in fund balance during the year was $.4 million resulting in an ending fund balance of $1.5 million. The $2.4 million borrowed in fiscal year 2009 from the General Fund is still outstanding. Fund balance represents 9.3% of the MSTU - Law Enforcement operating revenue.

The MSTU - Fire Protection Fund provides fire fighting and related services to citizens in the unincorporated area of the County. The fund has an ending fund balance of $1.6 million, an increase of $.4 million dollars from the prior year. The ending fund balance represents 12.8% of the MSTU – Fire Protection Services operating revenue.

The Gas Tax Uses Fund is the primary operating fund of the Public Works – Road & Bridge Department. The primary revenue source for this fund is fuel taxes as well as transfers in totaling $3 million, including $1.2 million from the General Fund to bolster lagging gas tax revenues, and $1.6 million from Gas Tax Revenue Bonds. This year $9 million was spent on maintenance of County roads. Revenues including transfers were less than expenditures by $.7 million resulting in an ending fund balance of $2.6 million.

The Sheriff is funded by the Board of County Commissioners. The Sheriff's expenditures for the year were $64.8 million, a decrease of 2.8% over the prior fiscal year. Since the Sheriff is a budget officer, she is required to return all excess fund balance ($670,887 this fiscal year) to the Board, except for fund balance that represents inventory that the Sheriff had on hand at the end of the fiscal year.

The Debt Service fund accounts for the resources accumulated and payments made for principal and interest on long-term obligations of debt of governmental funds. This fund moved to the major fund category due to the issuance of additional debt in fiscal year 2008 pledging gas tax revenues required to repay the bonded debt and a bank loan supported by the revenues of the Wild Spaces & Public Places voted two year .5% surtax. The fund has an ending balance of $10.5 million, up $1.1 million from fiscal year 2009.

The Other Capital Projects Fund accounts for bond proceeds and other allocations for general facilities improvements. The first series of bonds, $21.17 million Public Improvement Revenue Bonds, Series 2007A, were issued in January 2007 and were used this year to finance jail and community park improvements and conservation measures in County facilities; expenditures on these projects were over $10.9 million this year. The fund has an ending fund balance of $35.1 million, a decrease of $4.8 million from the prior fiscal year.

The Transportation Trust Fund was established in fiscal year 2005 by a transfer from the Gas Tax Uses fund, in the amount of $9.0 million. Also, on April 19, 2005, the Board of County Commissioners authorized staff to proceed with the issuance of $33 million in Gas Tax Bonds for transportation improvements. In 2006, the first series of Revenue Tax Bonds were issued for $15.4 million. In 2008, the second series were issued for $18.2 million. After transportation improvement expenditures of $4.5 million this fiscal year, the 2010 ending fund balance was $12.9 million.

The Wild Spaces & Public Places capital project fund originated as a result of voter referendum on Nov. 4, 2008 for a two year duration half cent sales tax. Alachua County Forever conservation lands will be purchased with 51% of the proceeds and the balance will be used to fund recreational improvements in the County. A $15 million loan was taken out so that projects in process can be completed more quickly. $6.6 million dollars was spent this year primarily on conservation land projects.

Proprietary Funds

The County's proprietary fund statements provide the same type of information found in the government-wide financial statements, but in more detail. The Solid Waste System fund is reported as a major fund.

The Solid Waste System fund is used to account for the operation of the County's off-site collection centers, recycling, transfer station and the monitoring and remediation activities of the County's closed landfills. The Solid Waste System operates like a business, where the rates established by the County generate sufficient funds to pay the costs of current operations and provide for long-term asset acquisitions. As required by the State Department of Environmental Protection, the County has set aside over $4.4 million for long term care of the closed landfills. Total assets as of September 30, 2010 were $26.8 million, of which over $10 million are capital assets, net of depreciation. Total liabilities were $9.3 million resulting in an increase of over $2 million in ending net assets of $17.5 million.

General Fund Budgetary Highlights

The difference between the General Fund's original and final budgeted operating revenues, excluding other financial sources were for an increase in unanticipated charges for services for the sale of rain barrels ($14,850), for unanticipated revenue from Florida Fish & Wildlife for Gopher Tortoise management ($13,700) and unanticipated miscellaneous revenue from the Property Appraiser for modifications to his office ($16,526).

The differences between the original and final General Fund budget for current operating expenditures was primarily the result of moving budget from the Reserve for Contingencies for the following:

- $29,000 – Power Line and Light Management controls
- $97,402 – Charter Review Commission expenditures
- $50,000 – Supervisor of Elections use of estimated excess return
- $126,383 – match for Foster Grandparents program
- $28,737 – match for Emergency Management Performance Grant
- $1,913,032 – Inmate Medical care
- $10,000 – Affordable Housing impact fee assistance
- $193,920 – IRCP fund revenue shortfall replacement and increase in use of radios

Other changes between the original and final General Fund budget for current operating expenditures included the following major changes:

- $13,700 – expenditures for the money received from Florida Fish & Wildlife for Gopher Tortoise management
- $716,950 – budget carried forward for prior year purchase orders.
- $469,400 – purchase of EMS cardiac monitors to comply with Fla. Administrative Code 64J1.003

General Fund actual revenues overall were $2.5 million more than the final amended budgeted revenues. $1.3 million of this amount is due to more taxes being collected than budgeted; per Florida Statute 129.01, only 95 percent of anticipated receipts may be budgeted. Actual expenditures overall were over $8.6 million less than was budgeted; this was due to direction from the Board to reduce expenditures where possible in anticipation of the continuing downturn of the economy and resulting tax collections.

Capital Asset and Debt Administration

Capital Assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2010 totals $525.4 million (net of accumulated depreciation) and includes land, buildings, improvements other than buildings, leasehold improvements, equipment, infrastructure, and construction in progress. The County experienced an overall increase in investment in capital assets over the prior fiscal year of approximately 1.7 %.

Alachua County, Florida
Capital Assets
(net of depreciation, in millions)

	Governmental Activities		Business-type Activities		Total		Percent Change
	2009	2010	2009	2010	2009	2010	
Land	$232.8	$240.1	$ 3.3	$ 3.3	$236.1	$243.4	3.09%
Art	0.1	0.1	-		0.1	0.1	0.00%
Infrastructure	162.0	157.0	-		162.0	157.0	-3.09%
Buildings	79.3	79.5	1.8	1.7	81.1	81.2	0.12%
Improvements other than buildings	5.5	8.2	3.9	3.7	9.4	11.9	26.60%
Equipment	19.2	23.1	1.4	1.4	20.6	24.5	18.93%
Construction in progress	7.2	7.2	-		7.2	7.2	0.00%
Total	$506.2	$515.2	$ 10.4	$10.1	$516.6	$525.4	1.70%

(Note: Due to rounding, the totals shown may not be the addition of numbers presented in this table, but are the true rounded totals.)

As shown in the above table, construction in progress remained approximately the same, though some projects were completed and others begun. Improvements other than buildings increased by 26.6% due to the completion of several bond funded capital projects including Jonesville and Owens-Illinois park improvements. The 18.93% increase to equipment is the result of the addition of software purchased in prior years and still in use, as required by GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*.

Major capital asset events during the current fiscal year included the following:

- Road resurfacing and widening projects completed 2010 using contractors:
  - CR 214 from CR 235 to the County line (5.4 miles for $6 million including inmate labor valued at $75,000)
  - SW 122nd St from Archer Rd to SW 24th Ave (4.3 miles for $1.3 million)
- Graded Unimproved Road Projects completed in fiscal year 2010:
  - SE 65th Lane from MP 0.322 to SR 20 (1 mile for $163,000)
  - SW 122nd St from SW 121st Ave to SR 24 (1.67 miles for $121,000)
  - SW 143rd St from SR 24 to the south terminus (2 miles for $171,000)
- Sidewalk and/or recreation paths were completed for the following:
  - West University Ave from SW 75th St to east terminus (.5 mile for $200,000 including inmate labor of $24,000)

- Planning, design and construction began or continued on road resurfacing and widening projects this fiscal year for:
  - CR 325 from SR 200 to SE CR 346 ($279,000 spent to date)
  - CR 237 from Levy County line to SR 26 ($300,000 spent to date)
  - SW 91st St from Newberry Rd to SW 8th Ave ($320,000 spent to date)
  - North Main St from N 8th Ave to N 23rd Ave ($342,000 spent to date)
  - NW CR 236 from US 441 to I-75 ($175,000 spent to date)
  - NW 16th Ave from NW 57th Terrace to NW 13th St ($389,000 spent to date)
  - SW 62nd Blvd/intersection and turn lane improvements ($2 million spent to date)
- County Parks
  - Jonesville Park
    - Construction of ball fields, picnic areas, concessions and additional parking have been completed with approximately $2.8 million spent this year and a total of $4.2 million to date, excluding the tennis complex.
  - Park improvements were completed this year for:
    - Owens Illinois ($122,560)
    - Poe Springs Park ($12,884)
    - Cynthia Moore Chestnut and Clark Butler Nature Preserve (a.k.a. SE 35th Street Park) – a restroom at the park and additional improvements were completed for $171,888 spent this year with a total cost of over $1 million.
  - San Felasco Park including land and improvements, restrooms, boardwalk and interpretive center with a cost of approximately $800,000 were given to the City of Gainesville for a loss of $620,000.
  - Waldo Canal Park was given to the City of Waldo for a cost and loss of $1,400.
  - Kanapaha Park restrooms were destroyed by fire for a loss of $4,800.

- Energy and water conservation improvements are in process or have been competed in many County buildings including new HVAC systems, foam roofing, re-lamping with low wattage fluorescent bulbs, automatic flushing toilets, waterless urinals, automatic soap dispensers and computerized systems to monitor and effectively manage air handling.

- Alachua County Forever-Legacy Lands–numerous acquisition efforts are underway in conjunction with other State programs. Overall $6.6 million was spent on land related purchases this year including the following major acquisitions:

  - San Felasco Addition – Turkey Creek Hammock parcels with 379.5 acres for a total $4 million and the White/Martin tract of 64.9 acres for a total of $.6 million.
  - Santa Fe River – Osceola Land & Timber Corporation tract with 462.5 acres – joint purchase with the Suwannee River Management District with the County paying $624,324 of the total $2.5 million dollar cost.
  - Lochloosa Creek – Roberts Land & Timber Corporation parcels with 321.74 acres for a cost of $1.2 million.

- Neighborhood Stabilization Program houses – Alachua County was awarded $2.9 million HUD funds to purchase foreclosed and short sale properties, rehabilitate, and either sell or rent these residential properties to income eligible households as affordable housing. The County has purchased 20 properties and after rehabilitation, will either sell the properties to qualified low income households or will convey ownership to the Alachua County Housing Authority or other non-profit organizations for use as rental housing for very low income households.

Additional information on the County's capital assets can be found in Note 6 on pages 67-68 of this report.

Long-term Debt

At the end of fiscal year 2010, the County had total bonded debt outstanding of $84.9 million. The County's debt represents bonds secured by ad valorem taxes (i.e. Limited General Obligation Bonds) and specified revenue sources (i.e., Revenue Bonds).

Alachua County, Florida
Outstanding Debt

	2009	2010
General Obligation & Revenue Bonds		
General Obligation Bonds	$ 3,970,000	$ 1,515,000
Revenue Bonds	88,130,000	83,335,000
Total	$ 92,100,000	$ 84,850,000
Notes Payable		
Pooled Commercial Paper	$ 14,400,000	$ 14,400,000
2008 Capital Improvement Bank loan	7,454,000	7,050,000
Wild Spaces & Public Places bank loan	15,000,000	7,560,000
Total	$ 36,854,000	$ 29,010,000

After making regularly scheduled debt service payments for the year, the County had a decrease in bonded debt of over $7.2 million and also a decrease in notes payable of $7.8 million from the prior fiscal year. No new bonds were issued this fiscal year.

Additional information on the County's debt can be found in Note 8 on pages 71-75 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the County at September 30, 2010 was 8.3%. This represents an increase of 17% from the prior year, but is still one of the lowest in the state.
- The taxable value of commercial and residential property both decreased 4.2% and 7.9%, respectively, in the 2010 fiscal year.
- There were 4,511 building permits issued in the County for fiscal year 2010, up 14.4% from the previous fiscal year total of 3,943.
- Population decreased by approximately 540 people or .2% from the prior year to an estimated 255,692 at September 30, 2010. Overall the State of Florida population increased by 21,869.

During the current fiscal year, unreserved fund balance in the General Fund increased to $13.97 million for a total fund balance of $14.5 million. The fiscal year 2010 ad valorem tax rate for the General Fund is 8.0495 mills and increased to 8.3763 mills in fiscal year 2011.

Requests for Information

This financial report is designed to present users with a general overview of the County's finances and to demonstrate the County's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, contact the Alachua County Clerk of Court, Finance and Accounting, P.O. Box 939, Gainesville, Florida 32602. Additional financial information, including financial reports from prior fiscal years, can also be found on our web-site http://www.alachuacounty.us/Depts/Clerk/Pages/FinancialReports.aspx.

BASIC FINANCIAL STATEMENTS

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ALACHUA COUNTY, FLORIDA
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2010

	Primary Government			Component Units
	Governmental Activities	Business-type Activities	Total	
Assets:				
Current Assets:				
Equity in pooled cash & investments	$ 164,372,958	$ 10,448,795	$ 174,821,753	$ 459,571
Cash with fiscal agent	620,712	-	620,712	-
Other cash and equivalents	9,831,845	250	9,832,095	-
Investments	820,707	-	820,707	-
Receivables (net)	5,938,090	801,074	6,739,164	11,810
Due from other governments	12,072,142	50,632	12,122,774	2,140
Internal balances	(1,416,867)	1,416,867	-	-
Inventories	1,714,610	-	1,714,610	-
Prepaid items	1,570,446	-	1,570,446	-
Total current non-restricted assets	195,524,643	12,717,618	208,242,261	473,521
Current Restricted Assets:				
Sinking fund cash & cash reserves	5,132,859	-	5,132,859	-
Total current restricted assets	5,132,859	-	5,132,859	-
Total current assets (restricted & non-restricted)	200,657,502	12,717,618	213,375,120	473,521
Noncurrent Assets:				
Deferred charges	1,410,436	-	1,410,436	-
Noncurrent restricted assets:				
Restricted equity in pooled cash and investments	-	2,861,559	2,861,559	-
Restricted investments	-	1,541,914	1,541,914	-
Restricted interest receivable	-	12,918	12,918	-
Total non-current restricted assets	-	4,416,391	4,416,391	-
Capital Assets:				
Land	240,118,050	3,324,279	243,442,329	-
Artwork	91,390	-	91,390	-
Infrastructure	487,226,954	-	487,226,954	-
Buildings	119,825,889	2,787,576	122,613,465	-
Improvements other than buildings	13,236,530	13,372,706	26,609,236	-
Equipment and Software	68,622,829	3,402,972	72,025,801	1,850
Construction in progress	7,242,090	-	7,242,090	-
Less accumulated depreciation	(421,198,346)	(12,785,466)	(433,983,812)	(401)
Total capital assets	515,165,386	10,102,067	525,267,453	1,449
Total noncurrent assets (restricted & non-restricted)	516,575,822	14,518,458	531,094,280	1,449
Total Assets	$ 717,233,324	$ 27,236,076	$ 744,469,400	$ 474,970

The accompanying notes are an integral part of the financial statements.

	Primary Government			
	Governmental Activities	Business-type Activities	Total	Component Units
Liabilities:				
Current Liabilities (payable from current assets):				
Accounts payable	$ 14,995,167	$ 810,967	$ 15,806,134	$ 9,684
Accrued interest payable	1,273,250	-	1,273,250	-
Estimated liability for self insurance losses	2,164,710	-	2,164,710	-
Contracts payable	291,068	-	291,068	-
Due to other governments	2,781,656	1,201	2,782,857	-
Deposits	26,137	97,807	123,944	-
Unearned revenue	3,160,108	-	3,160,108	-
Accrued compensated absences	6,857,463	298,023	7,155,486	307
Accrued landfill closure cost	-	472,420	472,420	-
Bonds and notes payable	27,791,000	-	27,791,000	-
Total current liabilities (payable from current assets)	59,340,559	1,680,418	61,020,977	9,991
Noncurrent Liabilities:				
Accrued compensated absences	6,412,000	248,543	6,660,543	-
Estimated liability for self insurance losses	5,438,087	-	5,438,087	-
Bonds and notes payable (net of amortization on discounts & premiums)	85,728,711	-	85,728,711	-
Total noncurrent liabilities (payable from noncurrent assets)	97,578,798	248,543	97,827,341	-
Noncurrent Liabilities (payable from restricted assets):				
Accrued landfill closure cost	-	7,527,365	7,527,365	-
Total noncurrent liabilities (payable from restricted assets)	-	7,527,365	7,527,365	-
Total noncurrent liabilities	97,578,798	7,775,908	105,354,706	-
Total Liabilities	156,919,357	9,456,326	166,375,683	9,991
Net Assets:				
Invested in capital assets, net of related debt	432,141,510	10,102,067	442,243,577	1,449
Restricted for:				
Restricted for debt service	1,677,833	-	1,677,833	-
Restricted for cash reserve - bond covenants	3,455,026	-	3,455,026	-
Restricted for CHOICES	41,004,338	-	41,004,338	-
Restricted for Wild Spaces & Public Places	8,114,519	-	8,114,519	-
Restricted for road and bridge maintenance	2,638,503	-	2,638,503	-
Restricted for road construction	12,905,022	-	12,905,022	-
Restricted for Alachua County Forever land program	3,212,988	-	3,212,988	-
Restricted for public improvement revenue projects	3,296,347	-	3,296,347	-
Restricted for jail energy conservation program	6,995,881	-	6,995,881	-
Restricted for grants and other purposes	22,637,225	-	22,637,225	-
Restricted for annual landfill closure costs	-	472,420	472,420	-
Unrestricted	22,234,775	7,205,263	29,440,038	463,530
Total Net Assets	$ 560,313,967	$ 17,779,750	$ 578,093,717	$ 464,979

ALACHUA COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2010

Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
Administration	$ 42,228,289	$ 6,022,364	$ 986,544	$ 34,000
Community services	19,574,960	344,323	704,680	436,174
Corrections	27,802,365	593,795	-	-
Courts	22,152,800	3,224,379	6,789,029	-
Culture and recreation	2,620,000	46,070	12,530	598,088
Tourist development	2,274,812	-	-	-
Emergency services	30,118,804	9,045,376	484,255	362,682
Environmental services	2,790,166	311,962	672,043	-
Growth management	4,468,464	134,964	505,780	1,842,663
Law enforcement	32,565,956	2,796,746	4,252,959	263,835
Solid waste collection	4,728,027	5,698,609	2,250	-
Transportation	23,360,193	210,491	3,896,573	2,773,987
Interest on long-term debt	4,236,944	-	-	-
Total governmental activities	218,921,780	28,429,079	18,306,643	6,311,429
Business-type activities:				
Solid waste disposal system	11,420,657	12,578,870	-	-
Codes enforcement	1,184,667	1,272,065	-	-
Total business-type activities	12,605,324	13,850,935	-	-
Total primary government	$ 231,527,104	$ 42,280,014	$ 18,306,643	$ 6,311,429
Component Units:				
Murphree Law Library	$ 79,738	$ 60,552	$ 529	-
Alachua County Housing Finance Authority	58,584	-	-	-
Total component units	$ 138,322	$ 60,552	$ 529	$ -

General revenues:
Property taxes
Tourist development taxes
Impact fees
Fuel taxes
Discretionary sales surtaxes (CHOICES)
Infrastructure sales surtaxes (Wild Spaces & Public Places)
Local business taxes
Public & communication service taxes
Sales tax & other state shared revenue-unrestricted
Interest earnings
Miscellaneous
Total general revenues
Changes in net assets before transfers
Transfers
Changes in net assets

Net assets - beginning as previously reported
Change in accounting principle
Net assets-beginning-as restated
Net assets - ending

The accompanying notes are an integral part of the financial statements.

Net (Expense) Revenue and Changes in Net Assets			
Primary Government			Component Units
Governmental Activities	Business-type Activities	Total	
$ (35,185,381)	$ -	$ (35,185,381)	
(18,089,783)	-	(18,089,783)	
(27,208,570)	-	(27,208,570)	
(12,139,392)	-	(12,139,392)	
(1,963,312)	-	(1,963,312)	
(2,274,812)	-	(2,274,812)	
(20,226,491)	-	(20,226,491)	
(1,806,161)	-	(1,806,161)	
(1,985,057)	-	(1,985,057)	
(25,252,416)	-	(25,252,416)	
972,832	-	972,832	
(16,479,142)	-	(16,479,142)	
(4,236,944)	-	(4,236,944)	
(165,874,629)	-	(165,874,629)	
-	1,158,213	1,158,213	
-	87,398	87,398	
-	1,245,611	1,245,611	
(165,874,629)	1,245,611	(164,629,018)	
			$ (18,657)
			(58,584)
			(77,241)
117,445,471	-	117,445,471	-
2,367,444	-	2,367,444	-
1,699,263	-	1,699,263	-
7,465,344	-	7,465,344	-
7,822,975	-	7,822,975	-
8,057,146		8,057,146	
243,356	-	243,356	-
13,566,511	-	13,566,511	-
14,953,362	-	14,953,362	-
3,127,865	262,459	3,390,324	7,831
3,824,539	481,771	4,306,310	54,844
180,573,276	744,230	181,317,506	62,675
14,698,647	1,989,841	16,688,488	(14,566)
(132,757)	132,757	-	-
14,565,890	2,122,598	16,688,488	(14,566)
541,998,937	15,657,152	557,656,089	479,545
3,749,140	-	3,749,140	-
545,748,077	15,657,152	561,405,229	479,545
$ 560,313,967	$ 17,779,750	$ 578,093,717	$ 464,979

ALACHUA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2010

	GENERAL	CHOICES	MSTU UNINCORPORATED SERVICES	MSTU LAW ENFORCEMENT
ASSETS				
Equity in pooled cash and investments	$ 8,632,854	$ 39,751,634	$ 600,966	$ 2,992,172
Cash with fiscal agent	-	600,000	-	-
Other cash and equivalents	51,625	-	100	-
Sinking fund cash and cash reserves	-	-	-	-
Investments	-	-	-	-
Accounts receivable	5,626,970	1,011,631	47,391	187,477
Allowance for estimated uncollectables	(3,628,923)	-	-	-
Assessment receivable	-	-	-	-
Due from other funds	9,159,257	-	14,011	67,990
Due from other governments	305,571	1,388,183	333,964	699,234
Inventories	433,986	-	-	-
Prepaid Items	499	-	499	-
Total assets	$ 20,581,839	$ 42,751,448	$ 996,931	$ 3,946,873
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	$ 4,409,428	$ 994,106	$ 395,959	$ -
Contracts payable	2,930	-	-	-
Due to collection agent	2,243	-	-	-
Due to individuals	-	-	-	-
Due to other funds	598,239	-	23	2,400,097
Due to other governments	223,307	110,516	-	88,784
Deposits	19,362	-	-	-
Deferred revenue	849,224	642,488	-	-
Total liabilities	6,104,733	1,747,110	395,982	2,488,881
Fund balances reserved for:				
Encumbrances	70,484	-	29,449	-
Debt service	-	-	-	-
Records modernization	-	-	-	-
Mapping projects	-	-	-	-
Inventory & prepaid items	434,485	-	499	-
Unreserved-undesignated, reported in:				
General fund	13,972,137	-	-	-
Special revenue funds	-	41,004,338	571,001	1,457,992
Capital project funds	-	-	-	-
Total fund balances	14,477,106	41,004,338	600,949	1,457,992
Total liabilities and fund balances	$ 20,581,839	$ 42,751,448	$ 996,931	$ 3,946,873

The accompanying notes are an integral part of the financial statements.

MSTU FIRE PROTECTION	GAS TAX USES	SHERIFF	DEBT SERVICE	OTHER CAPITAL PROJECTS	TRANSPORTATION TRUST
$ 1,180,354	$ 2,514,583	$ -	$ 7,257,959	$ 34,806,321	$ 13,256,699
-	-	-	20,712	-	-
-	1,000	3,693,368	-	-	-
-	-	-	5,132,859	-	-
-	-	-	-	-	-
138,447	186,185	2,890	210,725	737,349	334,275
-	-	-	-	-	-
-	-	-	-	58,086	-
40,969	-	236,471	24,222	241	-
755,399	701,195	50,421	3,878,747	645,391	638
-	234,454	133,228	-	-	-
-	-	50,000	73,132	-	-
$ 2,115,169	$ 3,637,417	$ 4,166,378	$ 16,598,356	$ 36,247,388	$ 13,591,612
$ 485,409	$ 309,211	$ 1,780,839	$ -	$ 728,853	$ 568,027
-	-	-	-	156,887	118,563
-	-	-	-	-	-
-	-	-	-	72,406	-
8,107	84	1,284,980	4,244,892	4	-
35,104	415,819	917,331	-	-	-
-	-	-	-	-	-
-	273,800	-	1,888,162	201,797	-
528,620	998,914	3,983,150	6,133,054	1,159,947	686,590
28,502	236,835	-	-	2,237,867	552,977
-	-	-	10,392,170	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	234,454	183,228	73,132	-	-
-	-	-	-	-	-
1,558,047	2,167,214	-	-	-	-
-	-	-	-	32,849,574	12,352,045
1,586,549	2,638,503	183,228	10,465,302	35,087,441	12,905,022
$ 2,115,169	$ 3,637,417	$ 4,166,378	$ 16,598,356	$ 36,247,388	$ 13,591,612

ALACHUA COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2010

	WILD SPACES & PUBLIC PLACES	OTHER GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
ASSETS			
Equity in pooled cash and investments	$ 7,982,031	$ 19,976,362	$ 138,951,935
Cash with fiscal agent	-	-	620,712
Other cash and equivalents	-	6,085,752	9,831,845
Sinking fund cash and equivalents	-	-	5,132,859
Investments	-	820,707	820,707
Accounts receivable	202,622	515,587	9,201,549
Allowance for estimated uncollectables	-	-	(3,628,923)
Assessment receivable	-	-	58,086
Due from other funds	-	803,521	10,346,682
Due from other governments	-	3,284,725	12,043,468
Inventories	-	718,297	1,519,965
Prepaid Items	-	324,810	448,940
Total assets	$ 8,184,653	$ 32,529,761	$ 185,347,825
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	$ 70,134	$ 1,648,277	$ 11,390,243
Contracts payable	-	12,688	291,068
Due to collection agent	-	-	2,243
Due to individuals	-	272,135	344,541
Due to other funds	-	5,923,968	14,460,394
Due to other governments	-	990,795	2,781,656
Deposits	-	6,775	26,137
Deferred revenue	-	1,653,628	5,509,099
Total liabilities	70,134	10,508,266	34,805,381
Fund balances reserved for:			
Encumbrances	254,085	2,660,685	6,070,884
Debt service	-	-	10,392,170
Records modernization	-	598,404	598,404
Mapping projects	-	77,220	77,220
Inventory & prepaid items	-	1,043,107	1,968,905
Unreserved-undesignated, reported in:			
General fund	-	-	13,972,137
Special revenue funds	-	14,154,707	60,913,299
Capital project funds	7,860,434	3,487,372	56,549,425
Total fund balances	8,114,519	22,021,495	150,542,444
Total liabilities and fund balances	$ 8,184,653	$ 32,529,761	$ 185,347,825

The accompanying notes are an integral part of the financial statements.

Alachua County, Florida
Reconciliation of the Balance Sheet
to the Statement of Net Assets of Governmental Funds
September 30, 2010

Fund balances – total governmental funds (page 28)		$150,542,444
Amounts reported for governmental activities in the Statement of Net Assets are different because:		
Capital Assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.		508,745,049
Long-term liabilities are not due and payable in the current period and therefore are not reported in fund financial statements:		
Governmental activities	($134,391,971)	
Less amounts reported in Internal Service funds:		
Self-insured losses	7,602,797	
Accrued compensated absences	268,510	(126,520,664)
Accrued long-term debt interest payable is not current and therefore is not reported in the fund statements.		(1,273,250)
Gas Tax, Sales Tax, and Discretionary Sales Tax receivables are not financial resources in the current period and therefore are reported as deferred revenues.		3,853,916
Deferred charges are reported in the statement of net assets but not in the fund financial statements		1,410,436
Internal Service Funds are used by management to charge the costs of certain activities, such as insurance, computer replacement, fleet services, and telephone services to individual funds. The assets and liabilities of the Internal Service Funds are included in governmental activities in the statement of net assets.		22,434,530
Prepaid Items originally expensed in full, reclassified as an asset.		1,121,506
Net Assets of governmental activities (page 23)		$560,313,967

*See Note 2.A. for details

The accompanying notes are an integral part of the financial statements.

ALACHUA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	GENERAL	CHOICES	MSTU UNINCORPORATED SERVICES	MSTU LAW ENFORCEMENT
REVENUES				
Taxes	$ 97,871,302	$ 7,776,737	$ 3,758,538	$ 15,480,802
Permits and fees	-	-	125,385	20
Intergovernmental	4,821,816	-	939,997	-
Charges for services	10,059,378	-	112,869	-
Fines and forfeitures	39,600	-	-	-
Investment income	856,285	634,910	19,987	49,484
Special assessments and impact fees	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	3,770,250	14,027	27,358	108,352
Total revenues	117,418,631	8,425,674	4,984,134	15,638,658
EXPENDITURES				
Current:				
General government	22,968,496	-	1,470,443	175,042
Public safety	18,965,249	-	412,032	155,730
Physical environment	1,756,690	-	583,885	-
Transportation	-	-	784,959	-
Economic environment	1,254,528	-	893,924	-
Human services	9,880,310	7,929,206	-	-
Culture and recreation	397,010	-	1,047,611	-
Court cost	7,293,083	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Excess fees distributed to State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	62,515,366	7,929,206	5,192,854	330,772
Excess (deficiency) of revenues over (under) expenditures	54,903,265	496,468	(208,720)	15,307,886
OTHER FINANCING SOURCES (USES)				
Transfers in	7,285,861	-	240,989	1,039,970
Transfers out	(57,689,352)	-	(412,000)	(15,952,470)
Sale of capital assets	21,104	-	524	-
Total other financing sources and (uses)	(50,382,387)	-	(170,487)	(14,912,500)
Net change in fund balances	4,520,878	496,468	(379,207)	395,386
Fund balances - beginning	9,956,228	40,507,870	980,156	1,062,606
Fund balances - ending	$ 14,477,106	$ 41,004,338	$ 600,949	$ 1,457,992

The accompanying notes are an integral part of the financial statements.

MSTU FIRE PROTECTION	GAS TAX USES	SHERIFF	DEBT SERVICE	OTHER CAPITAL PROJECTS	TRANSPORTATION TRUST
$ 11,111,954	$ 3,689,475	$ -	$ 12,301,589	$ 2,637,863	$ -
2,954	-	-	-	-	-
36,667	65,724	-	13,536,593	386,806	-
1,108,871	1,603,228	-	-	826,401	161,052
-	-	-	-	-	-
38,335	285	-	188,330	484,681	244,103
-	-	-	-	1,698,528	-
-	-	-	-	448,070	-
81,397	73,907	-	-	20,022	5,617
12,380,178	5,432,619	-	26,026,512	6,502,371	410,772
120,780	585	-	71,656	-	-
12,041,071	-	62,162,613	-	-	-
-	119,300	-	-	-	-
-	8,973,696	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	2,687,045	-	-	-
				-	
-	-	-	15,094,000	-	-
-	-	-	4,484,057	-	-
-	-	-	-	-	-
-	-	-	-	10,931,817	4,471,884
12,161,851	9,093,581	64,849,658	19,649,713	10,931,817	4,471,884
218,327	(3,660,962)	(64,849,658)	6,376,799	(4,429,446)	(4,061,112)
721,904	3,006,401	65,497,752	2,363,456	2,114,541	-
(539,672)	-	(670,887)	(7,687,200)	(2,453,459)	-
-	1,392	22,793	-	-	-
182,232	3,007,793	64,849,658	(5,323,744)	(338,918)	-
400,559	(653,169)	-	1,053,055	(4,768,364)	(4,061,112)
1,185,990	3,291,672	183,228	9,412,247	39,855,805	16,966,134
$ 1,586,549	$ 2,638,503	$ 183,228	$ 10,465,302	$ 35,087,441	$ 12,905,022

ALACHUA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	WILD SPACES & PUBLIC PLACES	OTHER GOVERNMENTAL FUNDS	TOTAL GOVERNMENTAL FUNDS
REVENUES			
Taxes	$ -	$ 2,367,444	$ 156,995,704
Permits and fees	-	218,101	346,460
Intergovernmental	-	15,926,917	35,714,520
Charges for services	-	11,717,243	25,589,042
Fines and forfeitures	-	1,665,824	1,705,424
Investment income	157,672	273,657	2,947,729
Special assessments	-	5,682,907	7,381,435
Private donations	-	46,202	494,272
Miscellaneous	277,258	579,991	4,958,179
Total revenues	434,930	38,478,286	236,132,765
EXPENDITURES			
Current:			
General government	-	13,526,137	38,333,139
Public safety	-	4,818,780	98,555,475
Physical environment	-	5,839,835	8,299,710
Transportation	-	-	9,758,655
Economic environment	-	4,797,880	6,946,332
Human services	-	1,921,801	19,731,317
Culture and recreation	-	74,328	1,518,949
Court cost	-	7,320,098	17,300,226
Debt service:			
Principal	-	-	15,094,000
Interest and fiscal charges	-	-	4,484,057
Excess fees distributed to State	-	19,643	19,643
Capital outlay	6,604,374	147,325	22,155,400
Total expenditures	6,604,374	38,465,827	242,196,903
Excess (deficiency) of revenues over (under) expenditures	(6,169,444)	12,459	(6,064,138)
OTHER FINANCING SOURCES (USES)			
Transfers in	-	13,356,091	95,626,965
Transfers out	-	(10,354,682)	(95,759,722)
Sale of capital assets	-	-	45,813
Total other financing sources and (uses)	-	3,001,409	(86,944)
Net change in fund balances	(6,169,444)	3,013,868	(6,151,082)
Fund balances - beginning	14,283,963	19,007,627	156,693,526
Fund balances - ending	$ 8,114,519	$ 22,021,495	$ 150,542,444

The accompanying notes are an integral part of the financial statements.

Alachua County
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended September 30, 2010

Net change in fund balances – total governmental funds (page 32)		($6,151,082)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay expenditures of $23,840,154 exceeded depreciation ($21,488,542) in the current period.		
Total Capital Outlay Expenditures per Capital Asset Schedule	$25,857,002	
Remove Internal Service Capital Outlay Expenditures	(2,016,848)	
Total Capital Outlay Expenditures Excluding Internal Service	$23,840,154	
Total Depreciation per Capital Asset Schedule	($23,034,354)	
Remove Internal Service Depreciation	1,545,812	
Total Depreciation Excluding Internal Service	($21,488,542)	2,351,612
Donations/contributions of capital assets increase net assets in the Statement of Activities, but do not appear in the governmental funds because they are not financial resources.		3,301,599
Governmental funds report sale of capital assets as financial resources; the loss on disposal of capital assets are not reflected in the fund statement.		(861,910)
Repayments of bond and note principal ($15,094,000 less $2,925 discount and $60,105 deferred loss, plus premium of $58,591) are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.		15,089,561
Deferred charges are recorded and amortized in the government-wide statements but not in the fund statements.		(132,142)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.		(89,473)
Internal service funds are used by management to charge the costs of insurance, computer replacement, fleet services, and telephone services to individual funds. $819,264 of total net operating gain for internal service funds is reported with governmental activities.		819,264
Certain items reported in the Statement of Activities are not considered current financial resources and therefore are not reported as revenue in the governmental funds.		58,796
Prepaid items originally expensed in full, reclassified as an asset.		179,665
Changes in net assets of governmental activities (page 25)		$14,565,890

*See Note 2.B. for details

The accompanying notes are an integral part of the financial statements

ALACHUA COUNTY, FLORIDA
STATEMENT OF NET ASSETS
PROPRIETARY FUNDS
SEPTEMBER 30, 2010

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS			GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS
	400 SOLID WASTE SYSTEM	NONMAJOR PROPRIETARY FUND 410 CODES ENFORCEMENT	TOTAL	
ASSETS				
Current assets:				
Equity in pooled cash and investments	$ 9,998,641	$ 450,154	$ 10,448,795	$ 25,421,023
Other cash and equivalents	250	-	250	-
Accounts receivable	795,973	5,101	801,074	307,378
Due from other funds	1,417,207	-	1,417,207	2,696,845
Due from other governments	50,594	38	50,632	28,674
Inventories	-	-	-	194,645
Total current assets	12,262,665	455,293	12,717,958	28,648,565
Noncurrent assets:				
Restricted assets:				
Equity in pooled cash and investments	2,861,559	-	2,861,559	-
Investments	1,541,914	-	1,541,914	-
Interest receivable	12,918	-	12,918	-
Total restricted assets	4,416,391	-	4,416,391	-
Capital assets:				
Land	3,324,279	-	3,324,279	-
Buildings	2,787,576	-	2,787,576	-
Improvements other than buildings	13,372,706	-	13,372,706	1,224
Equipment	3,270,597	132,375	3,402,972	15,650,197
Less accumulated depreciation	(12,662,868)	(122,598)	(12,785,466)	(9,231,084)
Total capital assets (net of depreciation)	10,092,290	9,777	10,102,067	6,420,337
Total noncurrent assets	14,508,681	9,777	14,518,458	6,420,337
Total assets	26,771,346	465,070	27,236,416	35,068,902
LIABILITIES				
Current liabilities:				
Accounts payable and accrued liabilities	762,690	48,277	810,967	3,258,140
Unearned revenue	-	-	-	1,504,925
Due to other funds	189	151	340	-
Due to other governments	-	1,201	1,201	-
Deposits	97,807	-	97,807	-
Accrued compensated absences of one year or less	203,223	94,800	298,023	113,633
Accrued landfill post closure cost	472,420	-	472,420	-
Estimated liability for self insured losses	-	-	-	2,164,710
Total current liabilities	1,536,329	144,429	1,680,758	7,041,408
Noncurrent liabilities:				
Accrued compensated absences of more than one year	200,351	48,192	248,543	154,877
Estimated liability for self insured losses	-	-	-	5,438,087
Noncurrent liabilities payable from restricted assets:				
Accrued landfill post closure cost	7,527,365	-	7,527,365	-
Total noncurrent liabilities	7,727,716	48,192	7,775,908	5,592,964
Total liabilities	9,264,045	192,621	9,456,666	12,634,372
NET ASSETS				
Invested in capital assets	10,092,290	9,777	10,102,067	6,420,337
Restricted for annual landfill post closure cost	472,420	-	472,420	-
Unrestricted	6,942,591	262,672	7,205,263	16,014,193
Total net assets	$ 17,507,301	$ 272,449	$ 17,779,750	$ 22,434,530

The accompanying notes are an integral part of the financial statements.

ALACHUA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET ASSETS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS			GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS
	NONMAJOR PROPRIETARY FUND			
	400 SOLID WASTE SYSTEM	410 CODES ENFORCEMENT	TOTAL	
Operating revenues:				
Charges for services	$ 7,427,715	$ 11,194	$ 7,438,909	$ 27,288,626
Fines and forfeitures	-	64,832	64,832	-
Permits, licenses and franchise fees	305,897	1,196,039	1,501,936	-
Special assessments and impact fees	4,845,258	-	4,845,258	-
Miscellaneous revenue	406,832	17,659	424,491	857,472
Total operating revenues	12,985,702	1,289,724	14,275,426	28,146,098
Operating expenses:				
Personal services	2,864,099	869,179	3,733,278	1,693,105
Depreciation	729,581	11,816	741,397	1,545,812
Indirect costs	557,406	81,145	638,551	592,641
Supplies and materials	496,995	22,969	519,964	2,410,416
Other services and charges	6,772,576	199,558	6,972,134	4,440,044
Claims and losses	-	-	-	17,105,322
Total operating expenses	11,420,657	1,184,667	12,605,324	27,787,340
Operating income	1,565,045	105,057	1,670,102	358,758
Nonoperating revenues:				
Net gain (loss) on disposal of capital assets	58,135	(855)	57,280	280,371
Investment Income	262,459	-	262,459	180,135
Total nonoperating revenues (expenses)	320,594	(855)	319,739	460,506
Income before transfers	1,885,639	104,202	1,989,841	819,264
Transfers:				
Transfers in	132,757	-	132,757	-
Total transfers	132,757	-	132,757	-
Change in net assets	2,018,396	104,202	2,122,598	819,264
Total net assets - beginning	15,488,905	168,247	15,657,152	21,615,266
Total net assets - ending	$ 17,507,301	$ 272,449	$ 17,779,750	$ 22,434,530

The accompanying notes are an integral part of the financial statements.

ALACHUA COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUSINESS-TYPE ACTIVITIES ENTERPRISE FUNDS		BUSINESS-TYPE ACTIVITIES	
	400 SOLID WASTE SYSTEM	NONMAJOR PROPRIETARY FUND 410 CODES ENFORCEMENT	ENTERPRISE FUNDS TOTAL	GOVERNMENTAL ACTIVITIES - INTERNAL SERVICE FUNDS
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received for services	$ 7,938,959	$ 1,272,024	$ 9,210,983	$ 27,830,252
Cash received from special assessments & franchise fees	4,845,258	-	4,845,258	-
Miscellaneous cash receipts	406,832	17,659	424,491	857,472
Cash paid to outside parties	(8,481,351)	(305,644)	(8,786,995)	(22,631,108)
Cash paid to employees	(2,855,467)	(919,465)	(3,774,932)	(1,680,012)
Net cash provided (used) by operating activities	1,854,231	64,574	1,918,805	4,376,604
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Due from other funds	(7,792)	-	(7,792)	(1,965,464)
Due from other governments	(42,487)	110	(42,377)	(18,836)
Transfers in (out)	132,757	-	132,757	-
Net cash provided (used) by noncapital financing activities	82,478	110	82,588	(1,984,300)
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Payments for capital assets	(421,340)	-	(421,340)	(2,016,850)
Proceeds from sale of capital assets	67,000	-	67,000	299,804
Net cash (used) by capital & related financing activities	(354,340)	-	(354,340)	(1,717,046)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	262,459	-	262,459	180,135
(Purchase) of investment	(42,094)	-	(42,094)	-
Net cash provided (used) by investing activities	220,365	-	220,365	180,135
Net increase (decrease) in cash and cash equivalents	1,802,734	64,684	1,867,418	855,393
Cash and cash equivalents, October 1, 2009	11,057,716	385,470	11,443,186	24,565,630
Cash and cash equivalents, September 30, 2010	$ 12,860,450	$ 450,154	$ 13,310,604	$ 25,421,023
Cash and cash equivalents classified as:				
Equity in pooled cash and investments	$ 9,998,641	$ 450,154	$ 10,448,795	$ 25,421,023
Other cash and equivalents	250	-	250	-
Restricted equity in pooled cash and investments	2,861,559	-	2,861,559	-
Total	$ 12,860,450	$ 450,154	$ 13,310,604	$ 25,421,023
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating income (loss)	$ 1,565,045	$ 105,057	$ 1,670,102	$ 358,758
Adjustments to reconcile operating income to net cash provided (used) by operating activities:				
Depreciation expense	729,581	11,816	741,397	1,545,812
(Decrease) in estimated landfill post closure cost	(716,115)	-	(716,115)	-
(Decrease) in estimated liability for self insured losses	-	-	-	423,873
(Increase) decrease in accounts receivable	205,267	(41)	205,226	(54,320)
Increase in user deposits	80	-	80	-
Increase in accrued compensated absences	8,632	(50,286)	(41,654)	13,093
Increase in unearned revenue	-	-	-	724,096
Decrease in inventories	-	-	-	1,398
Increase (decrease) in accounts payable	61,741	(1,972)	59,769	1,363,894
Total adjustments	289,186	(40,483)	248,703	4,017,846
Net cash provided (used) by operating activities	$ 1,854,231	$ 64,574	$ 1,918,805	$ 4,376,604

The accompanying notes are an integral part of the financial statements.

ALACHUA COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
SEPTEMBER 30, 2010

	AGENCY FUNDS	OTHER POST-EMPLOYMENT BENEFITS TRUST FUND
ASSETS		
Equity in pooled cash and investments	$ 173,782	$ -
Other cash and equivalents	7,436,479	-
Investments		-
SBA Fund B	180,327	-
FMPTF Bond fund	-	794,310
Due from individuals	18,906	-
Due from other governments	37,721	-
Total assets	7,847,215	794,310
LIABILITIES		
Assets held for others	1,990,161	-
Due to other governments	1,061,445	-
Deposits held in escrow	187,079	-
Deposits - installment taxes	4,608,530	-
Total liabilities	7,847,215	-
NET ASSETS		
Net Assets Held in Trust for OPEB	-	794,310
TOTAL NET ASSETS	$ -	$ 794,310

The accompanying notes are an integral part of the financial statements.

ALACHUA COUNTY, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET ASSETS
OTHER POSTEMPLOYMENT BENEFITS TRUST FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	OPEB TRUST FUND
Additions	
Contributions:	
Employer	$ 158,058
Members	-
Total contributions	158,058
Investment earnings:	
Net appreciation in fair value of investments	35,995
Interest and dividends	-
Total investment income	35,995
Less investment expense	-
Net investment income	35,995
Total additions	194,053
Deductions	
Benefit payments	-
Refunds of nonvested contributions	-
Administrative expenses	-
Total deductions	-
Net increase	194,053
Net assets held in trust for other postemployment benefits - beginning	600,257
Net assets held in trust for other postemployment benefits - ending	$ 794,310

The accompanying notes are an integral part of the financial statements.

NOTES – INDEX

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES 41
A. Reporting Entity 41
1. John A. H. Murphree Law Library 41
2. Alachua County Housing Finance Authority 41
B. Government-wide and Fund Financial Statements 42
1. Government-wide Financial Statements 42
2. Fund Financial Statements 43
C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation 45
1. Government-wide Financial Statements 45
2. Governmental Fund Financial Statements 45
3. Proprietary Fund Financial Statements 46
4. Fiduciary Fund Financial Statements 46
D. Assets, Liabilities and Net Assets 46
1. Cash and Equivalents 46
2. Investments 46
3. Receivables and Payables 47
4. Inventories and Prepaid Items 47
5. Restricted Assets 47
6. Capital Assets 47
7. Capitalization of Interest 48
8. Landfill Closure Costs 48
9. Deferred Revenue and Unearned Revenue 48
10. Accrued Compensated Absences 48
11. Obligation for Bond Arbitrage Rebate 49
12. Unamortized Bond Costs and Bond Discounts/Premiums 49
13. Encumbrances 49
14. Reserves/Designations of Fund Balances and Net Assets 49

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS 50
A. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Assets 50
B. Explanation of Differences Between Governmental Fund Operating Statements and the Statement of Activities 54

3. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY 58

4. CASH AND INVESTMENTS 59
A. Cash Deposits 60
B. Investments 60
C. Restricted Cash and Investments 65

5. PROPERTY TAX 65
A. Real Property Taxes 65
B. The Property Tax Calendar 65
C. Real Property Delinquent Tax Process 66
D. Other Information Regarding Sale of Tax Certificates 66
E. Tangible Personal Property Delinquent Tax Process 66
F. Property Tax Payment and Distribution 66

6. CAPITAL ASSETS 67
A. Capital Asset Activity 67
B. Depreciation Expense 68

7. INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS 69
A. Interfund Balances 69
B. Interfund Transfers 70

8. LONG-TERM OBLIGATIONS 71
A. Long-term Obligations (Excluding Accrued Compensated Absences) at September 30, 2010 71
B. Debt Service Requirements to Maturity 72
C. Changes in Long-term Obligations 73
D. Summary of Revenue Bonds Payable 74
E. Line of Credit 74
F. Demand Bonds 74
G. Conduit Debt Obligations 75
H. Landfill Post Closure Care Obligation 75

9. EMPLOYEE BENEFITS 75
A. Pension Plan 75
B. Other Post-Employment Benefits Plan 76
C. Accrued Compensated Absences 79
D. Deferred Compensation Plan 79
E. Component Units Employment 79

10. RISK MANAGEMENT AND CONVENTIONALLY INSURED CLAIMS & LOSSES 80
A. Risk Management Claims and Losses 80
B. Conventionally Insured Claims and Losses 80
C. Employee Group Health Insurance 81
D. Sheriff's Risk Management 81

11. INDIRECT COSTS 82

12. OTHER REQUIRED INDIVIDUAL FUND AND COMPLIANCE DISCLOSURES 83
A. Excess of Expenditures Over Appropriations 83
B. Excess of Expenditures Over Revenue in the Budget Column 83
C. Deficit Fund Balance 83
D. Change in Accounting Principle 83

13. COMMITMENTS AND CONTINGENCIES 83
A. Commitments 83
B. Contingencies 86

14. RELATED PARTY TRANSACTIONS 86

15. SUBSEQUENT EVENTS 86

16. FUTURE ACCOUNTING PRONOUNCEMENT 86

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Alachua County is a political subdivision of the State of Florida and is governed by a five-member elected Board of County Commissioners ("Board") that derives its authority from the County Charter and Florida Statutes and regulations. In addition to the members of the Board, there are five elected Constitutional Officers: the Sheriff, Supervisor of Elections, Property Appraiser, Clerk of the Circuit Court, and Tax Collector. The Constitutional Officers, except for the Supervisor of Elections, maintain separate accounting records and budgets.

The Board funds the operations of both the Sheriff and the Supervisor of Elections. The Board of County Commissioners, the Library District, the St. Johns River Water Management District and the Suwannee River Water Management District fund the operations of the Property Appraiser. The Clerk's duties as Clerk to the Board and Clerk of the County Court are funded from fees and charges authorized under Chapter 2009-61 and 2009-204 Laws of Florida and the Board of County Commissioners. The Tax Collector's operations are funded by fees collected by the Officer.

The accompanying financial statements present the County (primary government), and the Component Units for which the County is considered to be financially accountable.

Discretely Presented Component Units

The government-wide financial statements include the financial data of the County's Component Units. They are included because if excluded the County's financial statements would be misleading. Two Component Units are discretely presented in the government-wide financial statements to emphasize their legal separation from the County. The following Component Units are included in the statements:

1. John A. H. Murphree Law Library

The John A. H. Murphree Law Library, established by Special Act (57-1118) during the 1957 Florida Legislative session, is a discretely presented component unit that benefits the Courts, County Officials, and the public at large. The Board of Trustees for the Law Library consists of one County Commissioner and several other local law community individuals. The Board of Trustees has full power and authority to establish, operate and maintain the Law Library. The Board of County Commissioners is authorized to appropriate other available funds for the use of the Law Library. Financial information for the Law Library is presented in this comprehensive annual financial report as one of the two Component Units. There are no separately issued financial statements.

2. Alachua County Housing Finance Authority

The Alachua County Housing Finance Authority (Chapter 159.601, Florida Statutes) is a discretely presented component unit that provides financing for low-income housing. The Authority is required to obtain Board approval for all its fiscal activities. The Authority is governed by a separate board and does not provide services exclusively to the County. Financial information for the Authority is presented in this comprehensive annual financial report as one of the two Component Units. There are no separately issued financial statements.

The fiscal year end for both discretely presented component units is September 30.

Related Organizations

The Alachua County Library District (Chapter 98-502 as amended by 03-375, Laws of Florida) provides library system services and facilities for all citizens of Alachua County, Florida. The Alachua County Health Facilities Authority (Chapter 154.201, Florida Statutes) assists in financing health care facilities. The Alachua County Housing Authority (Section 421.27, Florida Statutes) assists in providing safe and sanitary dwelling accommodations to persons of low income. Alachua County is not able to impose its will on these organizations, and there is no financial benefit/burden relationship between these organizations and the County. Therefore, these organizations are not component units and are not included in the accompanying financial statements.

As of September 30, 2010, Alachua County had not participated in any joint ventures with any other governmental entities.

B. Government-wide and Fund Financial Statements

The basic financial statements of the County are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

1. Government-wide Financial Statements

Government-wide financial statements (the Statement of Net Assets and the Statement of Activities) provide financial information on County government as a whole, except for fiduciary activities.

These statements include separate columns for the government and business-type activities of the primary government and its component units. The effect of interfund activity has been eliminated from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The Statement of Activities shows the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly related to a specific function or segment. *Program revenues* include a) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and b) grants and contributions that are restricted to meeting specific requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major enterprise funds are reported as separate columns in the fund financial statements.

2. Fund Financial Statements

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue, and expenditures or expenses, as appropriate. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the County's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements show information about major funds individually and nonmajor funds in the aggregate for governmental and enterprise funds. The fiduciary statement includes financial information for the agency funds. The agency funds of the County primarily represent assets held by the County in a custodial capacity for other individuals or governments.

The Governmental Accounting Standards Board Statement (GASB) 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The nonmajor funds are combined in a column in the fund financial statements and detailed in the supplemental information section.

Governmental Major Funds

General Fund - The General Fund is the general operating fund of the County. It is used to account for all financial resources not accounted for in another fund.

The Community Health Offering Innovative Care and Educational Services Program (CHOICES) – Pursuant to the August 2004 sales tax referendum, the County will receive a .25% sales tax from January 2005 through December 2011. This discretionary sales surtax will provide a broad range of health care services to the adult working uninsured Alachua County residents. The Board of County Commissioners has changed the initial requirements of the funds, which allows more residents to qualify.

Municipal Services Taxing Unit (MSTU) – This fund was established September 9, 1976 by Alachua County ordinances 76-85 and 86, and in accordance with Florida Statute 125.01(1)(q) to account for expanded Sheriff services, improved fire protection services, Animal Control services, Codes Enforcement activities and Solid Waste enforcement and administration. Funding is primarily provided from ad valorem taxes and revenues generated by various charges and fees for services provided by the departments. In fiscal year 2003 the MSTU fund was split in order to segregate law enforcement services and other services. The Sheriff's Law Enforcement services are accounted for in MSTU Law Enforcement, and other unincorporated services are accounted for in MSTU Unincorporated Services. In fiscal year 2007 the MSTU Unincorporated Services was split further to separate MSTU Fire Protection Services.

Gas Tax Uses – This fund was established by the Alachua County Board of County Commissioners Resolution 00-85 in accordance with Florida Statute 336.025 to account for fuel tax revenues which are collected from the Local Option Gas Tax, Seventh Cent County Gas Tax and intragovernmental services charges disbursed to Alachua County to be expended in activities related to its transportation system. These activities include road and bridge maintenance, the Transportation Improvement Program, support for bus services for the disadvantaged, and fulfillment of related debt service requirements.

Sheriff – The Sheriff is an elected official of Alachua County and is responsible for the administration and operation of the Alachua County Sheriff's Office and the Sheriff's Department of the Jail.

Debt Service Fund – This fund accounts for the resources accumulated to make payments for principal and interest on long-term obligation debt of governmental funds.

Other Capital Projects Fund – The Other Capital Projects Fund is used to account for financial resources (a) that are restricted or legally limited to specific capital expenditures or (b) that the government has publicly expressed its intention to use for the acquisition or construction of major capital facilities and renovations (other than those financed by the proprietary fund types).

Transportation Trust Fund – This fund is used to account for improvements to county roads using money transferred from the Gas Tax Uses fund and from the Transportation Improvement Revenue Bonds, Series 2006 and 2008. The fund was established March 8, 2005 by resolution 05-20.

Wild Spaces & Public Places Fund – This capital project fund is the result of the Nov. 4, 2008 voted one-half cent sales surtax for a two year period, and Ordinance 08-17 adopted by the County on August 12, 2008. The monies from the surtax are used to purchase conservation lands and enhance parks and recreation facilities in the County and all the cities in the County.

Enterprise Major Fund

Solid Waste System – This fund accounts for revenues and expenses associated with refuse/garbage disposal, recyclable reclaiming, care of closed of landfills, and collection activities outside the mandated designated Alachua County collection area.

Enterprise Non-major Fund

Codes Enforcement – This fund was established on October 1, 1998 to account for revenues and expenses associated with licenses, permits, fines and fees for services of the Department of Growth Management, Office of Codes Enforcement.

Other Fund Types

Internal Service Funds – Internal service funds account for services provided primarily to other departments of the County on a cost-reimbursement basis including Computer Replacement, Self-insurance, Fleet Management, Telephone Service, Vehicle Replacement and Health Insurance funds.

Trust and Agency Funds – Trust and agency funds are used to account for the collection and disbursement of monies by the County on behalf of other governments and individuals; examples are cash bonds, traffic fines, support payments, other post-employment benefits trust and ad valorem taxes.

Non-current Governmental Assets/Liabilities

GASB Statement 34 requires non-current governmental assets, such as land and buildings, non-current governmental liabilities such as general obligation bonds, and revenue bonds and capital leases, to be reported in the governmental activities column in the government-wide Statement of Net Assets.

C. Measurement Focus, Basis of Accounting, and Financial Statement presentation

1. Government-wide Financial Statements

The government-wide financial statements, proprietary fund financial statements, and fiduciary fund financial statements, are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement 33 – Accounting and Financial Reporting for Nonexchange Transactions.

Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source. Amounts paid to reduce the County's long-term indebtedness are reported as a reduction of related liability, rather than as expenditures.

The effect of interfund activity has been eliminated from the government-wide financial statements. The County chooses to eliminate indirect costs between governmental activities to avoid a doubling up effect.

2. Governmental Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Franchise fees, licenses, sales taxes, gas taxes, operating and capital grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable only when the County receives cash.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of available spendable resources. Governmental funds operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of available spendable resources during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types exclude amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or funds liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

3. Proprietary Fund Financial Statements

The County's enterprise funds and internal service funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the accrual basis of accounting and the economic resources measurement focus. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net assets. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies and investment earnings, result from non-exchange transactions or ancillary activities. Operating expenses include those costs associated with the principal activities of the funds; currently there are no non-operating expenses in the County's proprietary funds

Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as expenditures. Proceeds of long-term debt would be recorded as a liability in the fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness would be reported as a reduction of the related liabilities, rather than as an expense. Currently, the proprietary funds carry no debt.

The County applies all GASB pronouncements as well as all Financial Accounting Standards Board Statements (FASB) and Interpretations, Accounting Principles Board (APB) Opinions and Accounting Research Bulletins, issued on or before November 30, 1989, which do not conflict with or contradict GASB pronouncements. The County has elected not to follow private sector FASB statements and Interpretations, issued after November 30, 1989.

4. Fiduciary Fund Financial Statements

Fiduciary funds include trust funds and agency funds. All trust funds use the economic resources measurement focus and accrual basis of accounting. The County has one trust fund – the Other Post-employment Benefits (OPEB) fund. Agency funds are unlike all other types of funds and report only assets and liabilities. So, agency funds do not have a measurement focus, but do use an accrual basis of accounting to recognize receivables and payables.

D. Assets, Liabilities and Net Assets

1. Cash and Equivalents

Cash and equivalents are defined as short-term highly liquid investments that are both readily convertible to known amounts of cash and have an original maturity of three months or less. This includes cash in banks, repurchase agreements with financial institutions, petty cash, cash with claims administrators, balances in the State Board of Administration Investment Pool, money market funds, certificates of deposit and US Treasury securities.

2. Investments

Investments for the County are reported at fair value, in accordance with GASB Statement 31.

3. Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as Due To/From Other Funds. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as Internal Balances.

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

4. Inventories and Prepaid Items

Inventories, consisting primarily of expendable items (materials and supplies), are determined by physical count at the County's fiscal year-end and valued at cost on the basis of the first-in first-out method of accounting. Inventory shown in the Governmental Funds consists of fuel, veterinary and medical supplies, vehicle parts and road materials. Inventory is recorded as an expenditure when consumed (consumption method) rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

5. Restricted Assets

Certain funds of the County are classified as restricted assets on the Statement of Net Assets because a restriction is either imposed by law through constitutional provisions or enabling legislation, or imposed externally by creditors, grantors, contributors, or laws or regulations of other governments. Therefore, applicable laws and regulations limit their use. It is the practice of the County to utilize restricted net assets before unrestricted net assets.

Certain Solid Waste System Enterprise Fund assets are required to be segregated from other current assets. These assets are legally restricted for specific purposes, such as landfill post closure care. A portion of net assets is restricted for current annual closure costs. See Note1.D.8.

6. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, right of ways, bridges, sidewalks, traffic signals, storm water drainage and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Alachua County defines capital assets to include items of a non-consumable nature with a value of at least $1,000 and a life of more than one year. Software costing over $20,000 with a life greater than one year is also capitalized.

Roads, bridges, traffic signals, and storm water basins constructed prior to October 1, 2000 are reported at estimated historical cost. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The Board holds legal title to the capital assets used in the operations of the Board of County Commissioners, Property Appraiser, Tax Collector, Clerk of the Circuit and County Courts, and Supervisor of Elections and is accountable for them under Florida law. Under Florida Law, the Sheriff is accountable for maintaining capital asset records for equipment used in her operations.

The County's capital assets are depreciated using the straight-line method over the following estimated useful lives:

ASSETS	YEARS
Buildings/improvements	10 - 50
Equipment/Software	2 - 20
Infrastructure	10 - 50

7. Capitalization of Interest

GASB 37 requires capitalization of bond issue interest costs during the construction period for proprietary activities. These costs are netted against applicable interest earnings on construction fund investments. During the current period, the County did not have any capitalized interest.

8. Landfill Post Closure Care Costs

The County has adopted a policy based on U.S. Environmental Protection Agency rules and in accordance with Florida Law sets aside funds for the post closure care costs of the County's closed landfills.

The County has no landfills that are currently accepting waste. Within the Solid Waste System Enterprise Fund, deposits are made to the fund's other cash and equivalents account for the purpose of complying with the escrow requirements of Rule 17-701.630, Florida Administrative Code. This rule requires the County to annually deposit funds in an interest-bearing escrow account for the purpose of funding the estimated landfill post closure cost. This amount is represented as Restricted Assets on the Statement of Net Assets. Per the above rule, an audited report is filed each year with the Florida Department of Environmental Protection.

The liability on the face of the statements is equal to the total estimated cost of post closure care. The estimates are reviewed and adjusted each year for changes resulting from inflation, deflation, technology, or changes in applicable laws or regulations.

9. Deferred Revenue and Unearned Revenue

If assets have been received by the County for services to be rendered in future periods, asset balances have been offset by an unearned revenue liability account in the government-wide financial statements. Deferred revenue liabilities are reported in the governmental fund financial statements to offset receivables and deposits that do not meet the availability criterion under the modified accrual basis of accounting.

10. Accrued Compensated Absences

The County accrues accumulated unpaid vacation and sick leave when earned by employees. The amount estimated to be used in the following fiscal year is the current amount. The amount estimated to be used in subsequent fiscal years is the non-current amount. The current and non-current amounts for government funds are maintained separately and represent a reconciling item between the fund and the government-wide presentations.

11. Obligation for Bond Arbitrage Rebate

Pursuant to Section 148(f) of the U. S. Internal Revenue Code, the County must rebate to the United States Government the excess of interest earned from the investment of certain debt proceeds and pledged revenues over the yield rate of the applicable debt. The County uses the revenue reduction approach in accounting for rebatable arbitrage, which treats excess earnings as a reduction of revenue.

12. Unamortized Bond Costs and Bond Discounts/Premiums

In the government-wide statements bond issuance costs and legal fees associated with the issuance of governmental fund bonds are amortized over the life of the bonds using the straight-line method of accounting and are reported as deferred charges. Bond discounts and premiums associated with the issuance of governmental bonds are amortized according to the straight-line method. For financial reporting, unamortized bond discounts and premiums are netted against the applicable long-term debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for expenditure of monies are recorded in order to reserve that amount of the applicable appropriation, is employed in the governmental funds. Encumbrances are not the equivalent of expenditures; encumbrances are reported as reservations of fund balances at year-end and reappropriated the following year.

14. Reserves/Designations of Fund Balances and Net Assets

In the fund financial statements, reserves and designations of fund balance represent portions of fund balances that cannot be appropriated for expenditures or which have been legally segregated for specific future uses. A portion of Capital Projects fund balance, including the Alachua County Forever Legacy Lands fund balances, and Debt Service fund balance is reserved because of bond covenants or other capital grant requirements.

Net assets of the Self Insurance Fund and the Health Insurance Fund are reserved for anticipated future catastrophic losses pursuant to County ordinance and Governmental Accounting Standards Board Statement No.10.

NOTE 2 – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Assets

Total fund balances of the County's governmental funds of $150,542,444 differ from net assets of governmental activities of $560,313,967 reported in the Statement of Net Assets. This difference results from the long-term economic focus of the Statement of Net Assets versus the current financial resources focus of the governmental fund balance sheet.

Capital Related Items

When capital assets (property, plant, equipment) that are to be used in governmental activities are purchased or constructed, the cost of those assets is reported as an expenditure in governmental funds. However, the Statement of Net Assets includes those capital assets among the assets of the County as a whole.

Cost of capital assets	$ 920,712,313
Accumulated depreciation	(411,967,264)
Total capital assets	$ 508,745,049

Deferred Charges and Long-term Debt Transactions

Deferred Charges of $1,410,436 represent bond issue costs and legal fees associated with the issuance of bonds. These charges are amortized over the life of the bonds.

2003 Alachua County Forever General Obligation Bonds	$ 13,917
2006 Alachua County Gas Tax Revenue Bonds	233,855
2007(A)(B) Public Improvement Revenue Refunding Bond	766,328
2008 Alachua County Gas Tax Revenue Bonds	356,891
Note Payable Capital Improvement-Jail Energy Conservation	30,625
Note Payable Wild Spaces & Public Places Series 2009	8,820
Total deferred charges	$1,410,436

Long-term liabilities applicable to the County's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Assets. Balances at September 30, 2010 were:

Bonds payable – 2003 Alachua County Forever General Obligation Bonds	$ 1,515,000
Plus: Premium	6,000
Bond payable – 2006 Alachua County Gas Tax Revenue Bonds	12,090,000
Less: Discount	(31,933)
Bond payable– 2007(A)(B) Public Improvement Rev Refunding Bond	55,055,000
Plus: Premium	652,164
Less: Deferred Loss on Refunding Public Improvement Revenue Bond (B)	(1,136,992)
Bond payable- 2008 Alachua County Gas Tax Revenue Bonds	16,190,000
Plus: Premium	170,472
Pooled Commercial Paper Program	14,400,000
Note Payable Capital Improvement-Jail Energy Conservation	7,050,000
Note Payable Wild Spaces & Public Places Series 2009	7,560,000
Compensated absences	13,000,953
Total long-term liabilities	$126,520,664

Accrued Interest

Accrued liabilities in the Statement of Net Assets differ from the amount reported in governmental funds due to accrued interest on bonds and capital leases outstanding.

Interest Payable – 2003 Alachua County Forever General Obligation Bonds	$ 17,675
Interest Payable – 2006 Alachua County Gas Tax Revenue Bonds	160,303
Interest Payable – 2007(A)(B) Public Improvement Revenue Refunding Bond	778,323
Interest Payable – 2008 Alachua County Gas Tax Revenue Bonds	218,698
Interest Payable - Capital Improvement – Jail Energy Conservation	98,251
Total accrued interest	$1,273,250

Unearned and Deferred Revenues

Unearned revenues in the Statement of Net Assets differ from the amount reported in governmental funds due to taxes receivables. Governmental fund financial statements report deferred revenues or revenues which are measurable but not available as deferred revenues. However, deferred revenues in governmental funds are subject to full accrual on government-wide financial statements.

Deferred revenues	$3,853,916

Internal Service Funds

Management uses internal service funds to charge the costs of fleet management, computer replacement, vehicle replacement, telephone service, group health insurance and self-insurance activities to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Assets because they primarily serve governmental activities of the County.

Internal service funds	$ 22,434,530

Elimination of Interfund Receivables/Payables

Interfund receivables and payables between governmental funds must be eliminated from the Statement of Net Assets.

Interfund receivables/payables	$14,460,394

Prepaid Items

Payments to vendors reflecting costs applicable to future accounting periods were not recorded as prepaid items in the fund financial statements and should be recorded as such in the government-wide statements.

Prepaid items	$1,121,506

A. Explanation of Differences Beteween the Governmental Fund Balance Sheet and the Government-wide Statement of Net Assets - Continued

ASSETS	Total Governmental Funds	Capital Related Items	Long-term Debt Transactions
Equity in pooled cash & investments	$ 138,951,935	$ -	$ -
Cash with fiscal agent	620,712	-	-
Other cash and equivalents	9,831,845	-	-
Sinking fund cash & cash reserves	5,132,859	-	-
Investments	820,707	-	-
Receivables (net)	5,630,712	-	-
Due from other funds	10,346,682	-	-
Due from other governments	12,043,468	-	-
Inventories	1,519,965	-	-
Prepaid items	448,940	-	-
Deferred charges	-	-	1,410,436
Capital assets - net	-	508,745,049	-
Total assets	$ 185,347,825	$ 508,745,049	$ 1,410,436
LIABILITIES & FUND BALANCES			
Liabilities:			
Accounts payable	$ 11,737,027	$ -	$ -
Contracts payable	291,068	-	-
Accrued interest payable	-	-	-
Estimated liability for self insurance loss	-	-	-
Due to other funds	14,460,394	-	-
Due to other governments	2,781,656	-	-
Deposits	26,137	-	-
Unearned revenue	5,509,099	-	-
Accrued compensated absences	-	-	13,000,953
Bonds and notes payable (net)	-	-	113,519,711
Total liabilities	34,805,381	-	126,520,664
Fund balances/net assets	150,542,444	508,745,049	(125,110,228)
Total liabilities and fund balances/net assets	$ 185,347,825	$ 508,745,049	$ 1,410,436

Interest Payable	Unearned Revenues	Internal Service Funds	Reclassifications & Eliminations	Statement of Net Assets
$ -	$ -	$ 25,421,023	$ -	$ 164,372,958
-	-	-	-	620,712
-	-	-	-	9,831,845
-	-	-	-	5,132,859
-	-	-	-	820,707
-	-	307,378	-	5,938,090
-	-	2,696,845	(14,460,394)	(1,416,867)
-	-	28,674	-	12,072,142
-	-	194,645	-	1,714,610
-	-	-	1,121,506	1,570,446
-	-	-	-	1,410,436
-	-	6,420,337	-	515,165,386
$ -	$ -	$ 35,068,902	$ (13,338,888)	$ 717,233,324
$ -	$ -	$ 3,258,140	$ -	$ 14,995,167
-	-	-	-	291,068
1,273,250	-	-	-	1,273,250
-	-	7,602,797	-	7,602,797
-	-	-	(14,460,394)	0
-	-	-	-	2,781,656
-	-	-	-	26,137
-	(3,853,916)	1,504,925	-	3,160,108
-	-	268,510	-	13,269,463
-	-	-	-	113,519,711
1,273,250	(3,853,916)	12,634,372	(14,460,394)	156,919,357
(1,273,250)	3,853,916	22,434,530	1,121,506	560,313,967
$ -	$ -	$ 35,068,902	$ (13,338,888)	$ 717,233,324

B. Explanation of Differences Between Governmental Fund Operating Statements and the Statement of Activities

The net change in fund balances for governmental funds of a negative $6,151,082 differs from the change in net assets for governmental activities of $14,565,890 reported in the Statement of Activities. The difference arises primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds operating statement. The effect of the differences is illustrated below.

Capital Related Items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. As a result, fund balances decrease by the amount of the financial resources expended, whereas net assets decrease by the amount of depreciation expense charged for the year.

Capital outlay	$ 23,840,154
Depreciation expense	(21,488,542)
Difference	$ 2,351,612

In the Statement of Activities, only the gain on the disposal of capital assets is reported. However, in the governmental funds, the proceeds from a sale can increase or decrease financial resources. Thus, the change in net assets differs from the change in fund balance by the cost of capital assets disposed.

Disposal of capital assets:	
Loss	$ (861,910)
Total change	$ (861,910)

Donations of capital assets are not included as revenues in governmental funds. However, for government-wide reporting, these assets are recognized as revenue on the Statement of Activities.

Capital asset donations	$ 3,301,599

Deferred charges are recorded and amortized in the government-wide statements but not in the fund statements.

Deferred charges	$ 132,142

Repayments of bond principal and capital lease principal are reported as expenditures in the governmental funds and thus have the effect of reducing fund balance because current financial resources have been used. However, the principal payments reduce the liabilities in the Statement of Net Assets and do not result in an expense in the Statement of Activities.

Bond principal payments made	$ (15,094,000)
Deferred loss on refunding	60,105
Discounts amortized	2,925
Premium amortized	(58,591)
Total	$ (15,089,561)

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Net change in compensated absences	$ (184,692)
Net accrued interest payable	95,219
Net adjustment	$ (89,473)

Internal Service Funds Operating Gain

The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Assets and the operating gain is entirely allocated to governmental activities in the Statement of Activities because they primarily serve governmental activities of the County. In fiscal year 2010, internal service funds incurred a total operating gain of $819,264.

Internal service funds allocated program expenses	$ (1,467,942)
Program revenues	1,826,700
Internal service funds non-operating revenues	460,506
Net change in assets	$ 819,264

Accrued Tax Revenues

Some tax revenues are not recognized in the current period because the resources are not available and therefore these revenues are not reported in the fund.

Accrued tax revenues	$58,796

Reclassification and Eliminations

Transfers in and transfers out in the amount of $105,107,249 between governmental activities should be eliminated. Transfers to the component unit have been reclassified as expenditures to the County rather than transfers. Indirect costs charged between governmental funds have been eliminated as well as Public Works department intergovernmental activities. Prepaid items that were previously expensed have been reclassified as governmental assets. These revenues and expenditures must be eliminated to avoid double counting.

Net change in prepaid items	$ 179,665

B. Explanation of Differences Between Governmental Fund Operating Statements and the Statement of Activities - Continued

REVENUES	Total Governmental Funds	Capital Outlay Transactions	Long-term Debt Transactions
Taxes	$ 156,995,704	$ -	$ -
Licenses and permits	346,460	-	-
Intergovernmental	35,714,519	-	-
Charges for services	25,589,042	-	-
Fines and forfeitures	1,705,424	-	-
Investment income	2,947,730	-	-
Special assessments and impact fees	7,381,435	-	-
Private donations	494,272	3,301,599	-
Miscellaneous	4,958,179	45,813	-
Total revenues	236,132,765	3,347,412	-
EXPENDITURES			
Administration	58,708,597	(63,536)	(13,644,852)
Community services	19,629,904	142,714	8,459
Corrections	28,311,808	(217,455)	(399,335)
Courts	21,322,159	730,550	-
Culture and recreation	4,610,629	(1,989,321)	20,989
Economic environment	2,375,198	18,665	-
Emergency services	31,435,979	3,308	1,315
Environmental services	9,472,066	(6,593,257)	25,491
Growth management	5,347,469	(916,613)	-
Law enforcement	32,207,324	330,076	-
Solid waste collection	4,954,520	20,830	-
Transportation	19,428,900	7,044,337	(969,486)
Interest on long-term debt	4,392,350	-	-
Total expenditures	242,196,903	(1,489,702)	(14,957,419)
Excess of revenues over (under) expenditures	(6,064,138)	4,837,114	14,957,419
OTHER FINANCING SOURCES (USES)			
Transfers in	95,626,965	-	-
Transfers out	(95,759,722)	-	-
Sale of capital assets	45,813	(45,813)	-
Total other financing sources (uses)	(86,944)	(45,813)	-
Net change in fund balances	(6,151,082)	4,791,301	14,957,419
Fund balances-beginning-as previously reported	156,693,526	500,204,608	(127,066,694)
Change in accounting principle	-	3,749,140	-
Fund balances-beginning-as restated	156,693,526	503,953,748	(127,066,694)
Fund balances at end of year	$ 150,542,444	$ 508,745,049	$ (112,109,275)

Compensated Absences	Accrued Interest Expenses	Unearned Revenues	Internal Service Funds	Reclassifications and Eliminations	Statement of Activities
$ -	$ -	$ (27,457)	$ -	$ -	$ 156,968,247
-	-	-	-	-	346,460
-	-	61,779	-	-	35,776,298
-	-	24,474	1,249,599	(6,168,827)	20,694,288
-	-	-	-	-	1,705,424
-	-	-	180,135	-	3,127,865
-	-	-	-	-	7,381,435
-	-	-	-	-	3,795,871
-	-	-	857,472	(2,036,925)	3,824,539
-	-	58,796	2,287,206	(8,205,752)	233,620,427
(14,493)	-	-	2,339,866	(5,097,293)	42,228,289
(12,444)	-	-	(78,471)	(115,202)	19,574,960
27,720	-	-	79,627	-	27,802,365
31,114	-	-	177,950	(108,973)	22,152,800
9,726	-	-	(31,343)	(680)	2,620,000
5,053	-	-	2,141	(126,245)	2,274,812
(36,073)	-	-	(676,664)	(609,061)	30,118,804
5,542	-	-	(16,296)	(103,380)	2,790,166
59,119	-	-	(17,212)	(4,299)	4,468,464
85,680	-	-	216,473	(273,597)	32,565,956
711	-	-	34,882	(282,916)	4,728,027
23,037	-	-	(563,011)	(1,603,584)	23,360,193
-	(95,219)	-	-	(60,187)	4,236,944
184,692	(95,219)	-	1,467,942	(8,385,417)	218,921,780
(184,692)	95,219	58,796	819,264	179,665	14,698,647
-	-	-	-	(95,626,965)	-
-	-	-	-	95,626,965	(132,757)
-	-	-	-	-	-
-	-	-	-	-	(132,757)
(184,692)	95,219	58,796	819,264	179,665	14,565,890
(12,816,261)	(1,368,469)	3,795,120	21,615,266	941,841	541,998,937
-	-	-	-	-	3,749,140
(12,816,261)	(1,368,469)	3,795,120	21,615,266	941,841	545,748,077
$ (13,000,953)	$ (1,273,250)	$3,853,916	$ 22,434,530	$ 1,121,506	$ 560,313,967

NOTE 3 - STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

The County uses the following procedures in establishing the budgetary data reflected in the financial statements.

(1) The County adopts its budget in accordance with Chapters 129 and 200 of the Florida Statutes, the County Charter, and County Policy.

(a) The County and County Manager follow an internal hearing process to set the proposed tentative budget and millage.

(b) Public hearings are then held to adopt both a tentative budget and millage, and a final budget and millage, in accordance with Chapters 129 and 200, Florida Statutes.

(2) Level of Control - Expenditures may not exceed appropriations and are controlled in the following manner:

(a) The budget is controlled according to Chapter 129, Florida Statutes, at the total fund level.

(b) The County has adopted more stringent policies that control expenditures on the major category (Personal Services, Operating, Capital Outlay, Debt Service, and Non-Operating) level within funds.

(c) The County, additionally, has adopted a Budget Amendment Policy that allows the County Manager to transfer budget amounts within departments and funds.

(d) The Board must authorize all budget changes between funds.

(3) Budgets for the governmental and proprietary fund types are adopted on a basis consistent with generally accepted accounting principles.

(4) Appropriations for the County lapse at the close of a fiscal year. Encumbered appropriations are re-appropriated in the ensuing year's budget.

(5) Budget for the Clerk's Fine and Forfeiture special revenue fund is approved by the Florida Clerk of Courts Operations Corporation and the Board.

(6) Formal budgetary integration is used as a management control device for all funds of the County.

(7) The following is a comparison of the appropriations to total expenses for the proprietary funds for the fiscal year ended September 30, 2010:

		Appropriations	Total Expenses	Variance with Final budget Positive/(Negative)
Enterprise funds	Solid Waste System	$ 16,037,652	$ 11,420,657	$ 4,616,995
	Codes Enforcement	1,579,031	1,184,667	394,364
Internal Service funds	Computer Replacement	582,766	626,618	(43,852)
	Self Insurance	3,852,004	3,184,501	667,503
	Fleet Management	4,280,442	3,727,043	553,399
	Telephone Service	1,212,423	918,318	294,105
	Vehicle Replacement	2,657,390	1,117,681	1,539,709
	Health Insurance	18,339,457	18,213,179	126,278

NOTE 4 - CASH AND INVESTMENTS

The County, for accounting and investment purposes, maintains an internal investment pool that includes all the County's cash deposits and investments, except for those monies, which are legally restricted to separate administration or administered by other agencies. This gives the County the ability to invest large amounts of idle cash for short periods of time and maximize earning potential. Each fund's portion of the investment pool is displayed on the governmental funds balance sheet as "equity in pooled cash and investments."

Deposits and investments as of September 30, 2010 are classified in the accompanying financial statements as follows:

Statement of Net Assets		
Primary Government		
Equity in pooled cash and investments	$	174,821,753
Cash with fiscal agent		620,712
Other cash and investments		10,652,802
Sinking fund cash and equivalents		5,132,859
Restricted cash and investments:		
Equity in pooled cash & investments		2,861,559
Investments		1,541,914
Component Units		
Equity in pooled cash and investments		459,571
Statement of fiduciary net assets:		
Equity in pooled cash and investments		173,782
Other cash and equivalents		7,436,479
Investments		974,637
Total cash and investments	$	204,676,068

Deposits and investments as of September 30, 2010 consist of the following:

Primary Government		
Deposits with financial institutions	$	55,935,089
Investments		139,018,377
Component Units		
Investments		459,571
Fiduciary Assets		
Deposits with financial institutions		8,288,394
Investments		974,637
	$	204,676,068

A. Cash Deposits

Deposits in banks and thrift institutions are collateralized as public funds through a state procedure provided for in Chapter 280, Florida Statutes. Financial institutions qualifying as public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits times the depository's collateral. The Public Deposit Security Trust Fund has a procedure to allocate and recover losses in the event of a default or insolvency. When public deposits are made in accordance with Chapter 280, F. S., no public depositor shall be liable for any loss thereof. All of the County's operating and Component Units cash deposits are placed with qualified financial institutions and are fully insured or collateralized.

B. Investments

The County has formally adopted investment policies for Operating Funds and Component Units as described below.

Operating Funds and Component Units Investment Policy

The County adopted the Operating Fund Investment Policy with Ordinance 95-8, which provides for the investment of surplus operating public funds in the following instruments, none of which shall be in the form of derivatives. The following types of investments are allowed by the policy:

- The State Board of Administration's Florida Local Government Investment Pool (Florida PRIME and SBA Fund B)

- Negotiable direct obligations, or obligations which are unconditionally guaranteed by the United States Government

- Interest-bearing time deposits or savings accounts in certain financial institutions provided that any such deposits are secured by collateral as may be prescribed by law

- Obligations of the Federal Farm Credit Banks, Federal Home Loan Mortgage Corporation, or Federal Home Loan Bank or its district banks, including Federal Home Loan Mortgage Corporation participation certificates, or obligations guaranteed by the Government National Mortgage Association.

- Securities of or other interests in, any registered open-end or closed-end management type investment company or investment trust provided the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

Investment Holdings

As of September 30, 2010, the County had the following investments:

Investments	Duration (Years)	Fair Value
Primary Government		
Regions MMF	0.001	$ 285,690
PFM Fund Government Series	0.13	22,555,020
Florida Trust Day to Day Fund	0.001	10,000,049
Florida PRIME (2a7-like)	0.14	21,871,762
SBA Fund B	7.49	3,186,302
Federal Agency Note (PFM)	2.01	32,074,132
Federal Agency Bond (PFM)	1.38	21,304,356
US Treasury Bond/Note (PFM)	0.95	25,793,986
Municipal Bonds (PFM)	2.84	1,947,080
Subtotal Primary Government		139,018,377
Component Unit		
Florida PRIME (2a7-like)	0.14	459,571
Fiduciary		
FMPTF Bond Fund	4.9	794,310
SBA Fund B	7.49	180,327
Total Fiduciary		974,637
Total Holdings		$ 140,452,585

Brief Description of each Investment Type (Primary Government)

Fidelity Treasury (Only) Money Market Fund - An open-end pool that seeks as high a level of current income as is consistent with the security of principal and liquidity. The Fund seeks to preserve and maintain a stable net asset value of $1.00 per share. The Fund maintains a weighted average maturity of 60 days or less. This Fund is held in the trust department at Regions Bank and is also used as a sweep account for individual security transactions bought and sold by PFM Asset Management.

PFM Funds-Government Series - The PFM Funds - Government Series (the "GS Fund") is a diversified, open-end pool registered under the Investment Company Act of 1940, as amended. The GS Fund's primary objective is to seek as high a rate of current income as is consistent with maintaining liquidity and stability of principal and to maintain a stable net asset value of $1.00 per share. The GS Fund seeks to maintain a dollar weighted average portfolio maturity of 60 days or less and invests exclusively in obligations of the United States Government its agencies and instrumentalities, repurchase agreements secured by U.S. Government Obligations and money market mutual funds that invest exclusively in U.S. Government Obligations and such repurchase agreements.

State Board of Administration's Local Government Investment Pool (Florida Prime Fund and SBA Fund B - The State of Florida's Local Government Investment Pools are administered by the Florida State Board of Administration (SBA), which provides regulatory oversight. The powers and duties of the SBA are defined in Florida Statute 218.409. In addition, Chapter 19-7 of the Florida Administrative Code identifies the rules and regulations governing the administration of the State Pools. These rules provide guidance and establish the general operating procedures for the administration of the pools. The SBA provides regulatory oversight for the Florida PRIME Fund and the SBA Fund B. As a pool participant, the County owns a share of the respective pools, not the underlying securities.

The Florida PRIME Fund is an external investment pool that has adopted operating procedures consistent with the Securities and Exchange Commission's investment requirements for a "2a7-like" fund and the fair value of the position in the pool is equal to the value of the pool shares.

SBA Fund B - In May 2008, the Governor of Florida signed Senate Bill 2422 into law, which legally created the Fund B Surplus Funds Trust Fund (formerly Fund B Pool). Pursuant to F.S. 218.421(1)(a), the purpose of the Fund B Surplus Funds Trust Fund is to maximize the payout of principal on invested surplus funds of units of local government formerly in Fund B Pool through a prudent work out of the trust fund with the ultimate goal of self-liquidating the trust fund through maturity and payout of the investments.

Additional information on the Florida PRIME Fund and SBA Fund B may be obtained from the State Board of Administration (www.sbafla.com).

Federal Agency & US Treasury Securities - The County contracts with PFM Asset Management LLC, Independent Investment Advisor, to manage a portion of the operating portfolio. PFM is authorized to invest in US Treasury and Federal Agency securities and notes on behalf of the County. At year end, PFM directly managed $81,119,554 (fair market value) as noted in the table on page 64.

Florida Trust Day to Day Fund – This is a money market product created in January 2009 as part of the Florida Local Government Investment Trust developed through the joint efforts of the Florida Association of Court Clerks and Comptrollers and the Florida Association of Counties. The fund is AAAm rated by Standard and Poor's and is governed by the Florida Local Government Investment Trust board and advisory committee. The fund seeks to preserve and maintain a stable net asset value of $1.00 per share and maintains a weighted average maturity of 50 days or less. Additional information on this fund may be obtained from the Florida Trust website at www.floridatrustonline.com.

Description of Component Unit Investment Holdings

The John A. H. Murphree Law Library and Alachua County Housing Finance Authority, the County's discretely presented component units, invest in the County's internal investment pool. Their investment balances at September 30, 2010 are $83,577 and $375,994 respectively. As participants in the investment pool the components units are subject to the same investment policy used for the County's operating funds.

Description of Fiduciary Asset Investment Holdings

The Other Post Benefit Plan (OPEB) invests with the Florida League of Cities Florida Municipal Investment Trust (FMPTF) 0-2 Year High Quality Bond Fund. This fund consists of short bond fixed income portfolio. The fair market value at September 30, 2010 is $794,310. The Clerk of Court Registry fund investments are held in SBA Fund B as described above. The fair market value at September 30, 2010 is $180,327.

Custodial Credit Risk – Deposits – Deposits are exposed to custodial credit risk if they are not covered by depository insurance and they are uncollateralized with securities held by the pledging financial institution's trust department or agent, but not in the County's name.

The County's operating investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and

creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2010, all County and Component Units bank deposits were in qualified public depositories and collateralized by the Bureau of Collateral Securities, Division of the Treasury, State Department of Insurance.

Custodial Credit Risk – Investments – Investment securities are exposed to custodial credit risk if they are uninsured and are not registered in the name of the government and are held by either the counterparty or by the counterparty's trust department or agent but not in the government's name.

The County's operating investment policy requires execution of a third-party custodial safekeeping agreement for all purchased securities, and requires that securities be held in the County's name. As of September 30, 2010, all of the County's investments are held in Region Bank's trust department in the County's name.

GAAP requires investments be recorded as of the trade dates and any unsettled sales of investments be disclosed as a custodial risk. As of September 30, 2010, the County had $4,372,793 in unsettled sales in the long term CORE 1-3 portfolio managed by PFM.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County's operating investment policies have a provision that the investment (excluding 2a7-like pools) be rated by a nationally recognized rating agency at the time of purchase in either of its two highest rating categories (within which there may be sub-categories or gradations indicating relative standing). This policy applies to the County's operating investments and investments of the component units.

Presented below is the rating as of year-end for each major investment type and classification:

Investments	Rating	Fair Value
Primary Government		
Regions MMF	AAAm	$ 285,690
PFM Fund Government Series	AAAm	22,555,020
Florida Trust Day to Day Fund	AAAm	10,000,049
Florida PRIME (2a7-like)	AAAm	21,871,762
SBA Fund B	Unrated	3,186,302
Federal Agency Discount Note (PFM)	A-1+	32,074,132
Federal Agency Bond Note (PFM)	AAA	21,304,356
US Treasury Bond/Note (PFM)	TSY	25,793,986
Municipal Bonds (PFM)	TSY	1,947,080
Total Primary Government		139,018,377
Component Unit		
Florida PRIME (2a7-like)	AAAm	459,571
Fiduciary		
FMPTF Bond Fund	AA	794,310
SBA Fund B	Unrated	180,327
Total Fiduciary		974,637
Total Holdings		$ 140,452,585

Interest Rate Risk - Investments Section 218.415(6), Florida Statutes, limits investment maturities to provide sufficient liquidity to pay obligations as they come due. The County has a formal investment policy for operating and component units' surplus funds that limits investment maturities to two years as a means of managing its exposure to fair value losses from increasing interest rates. Below is a detailed ***debt*** investment schedule organized by investment type, amount, and segmented time distribution:

Investment	Fair Value	0-3 Months	3 Months-1 Year	> 1 Year
Federal Agency Bonds (PFM)	$ 21,304,356	-	$ 8,542,351	$ 12,762,005
Federal Agency Notes (PFM)	32,074,132	-	1,740,859	30,333,273
US Treasuries (PFM)	25,793,986	-	11,035,901	14,758,085
Municipal Bonds (PFM)	1,947,080	-	-	1,947,080
Total	$ 81,119,554	-	$ 21,319,111	$ 59,800,443

Callable Investments - The County has $21,059,898 in Federal Instrumentalities that have embedded options consisting of the option at the discretion of the issuer to call their obligation or pay a stated increase in the interest rate. These securities have various call dates, and mature between February 2011 and February 2014.

Concentration of Credit Risk - The County's adopted investment policy requires that assets held are diversified to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought or sold. The County places no limit on the amount the County may invest in any one issuer. Diversification strategies within the established guidelines are reviewed and revised periodically as necessary by the appropriate management staff. The County held investments of greater than 5% in the following investment categories:

Category	Percentage of Total Cash & Investments
Federal Home Loan Banks	10.41%
Federal National Mortgage Assn.	5.78%
Federal Home Loan Moartgage Corp.	7.04%
US Treasuries	12.60%
PFM Fund Government Series	11.02%
Florida PRIME (2a7- like)	11.08%

C. Restricted Cash and Investments

The following chart illustrates cash and investments restricted by bond covenants or used to fund post-closure of the landfill, including the funding of cash reserve requirements as a result of bond issuer downgrades:

	Cash Reserve	Sinking Fund	Landfill Post Closure
2003 Alachua County Forever G.O.	$ -	$ 267,504	$ -
2006 Gas Tax Revenue Bond (1)	1,384,450	230,152	-
2007 Public Improvement Revenue Bond-Series A & B (2)	1,547,445	889,995	-
2008 Gas Tax Revenue Bond (3)	523,131	290,182	-
Solid Waste System	-	-	4,403,473
Total Restricted Cash and Investments	$ 3,455,026	$ 1,677,833	$ 4,403,473

(1) Bond Surety, AMBAC, was downgraded from Baa1 to Caa2 requiring additional sinking fund requirements.

(2) Bond Surety, Financial Security Assurance, was downgraded from AAA to Aa3 requiring additional sinking fund requirements.

(3) Bond Surety, Assured Guaranty, was downgraded from AAA to Aa2 requiring additional sinking fund requirements.

NOTE 5 - PROPERTY TAX

A. Real Property Taxes were certified on December 8, 2009. Property taxes receivable were reported in the General fund, Municipal Services Taxing Unit funds, MSBU Refuse Collection, Debt Service fund, Tourist Development sub-fund, Sugarfoot Preservation special assessment sub-fund, West End special assessment sub-fund, NE 132nd Avenue special sub-fund and the Solid Waste fund as Due From other funds (Constitutional Officer-Tax Collector). Chapter 197, Florida Statutes, governs property tax collections.

B. Property Tax Calendar and pertinent assessment/lien information is as follows:

1. *January 1* – All taxes become a first lien, superior to all other liens.

2. *July 1* - The Property Appraiser completes assessment and certifies the taxable value to the County.

3. *August 5* - The County certifies to the Property Appraiser the amount of taxes intended to be levied for both operations and debt service.

4. *September (1-30)* - The County holds its final budget hearings and adopts the tax levy for the ensuing fiscal year.

5. *November 1* - Taxes become due and payable before March 31.

6. *April 1* - All unpaid taxes become delinquent.

7. *June 1* – The Tax Collector sells tax certificates on all delinquent real estate parcels.

8. *June (1-30)* - The Tax Collector disburses proceeds of the tax certificate sale to the taxing authorities.

9. Prior to April 30 of the tax year following delinquency, warrants are ratified on unpaid Tangible Personal Property taxes.

C. Real Property Delinquent Tax Process

1. *April 1* - Unpaid taxes become delinquent.

2. *April 1 - May 31* - A list of delinquent parcels is advertised in a local newspaper. The owner can pay the tax due plus an interest charge of 3%, plus advertising fees if applicable.

3. *June 1* - If the owner has not paid, the Tax Collector sells a tax certificate on the parcel(s). Tax Certificates are sold for the amount of tax due on the property plus the advertising costs, interest due, and a 5% commission to the Tax Collector (= the "Face Amount"). When the certificate is redeemed, the Tax Certificate holder then receives the face amount plus additional interest. Proceeds of the tax certificate sale are distributed to taxing authorities by the end of June.

D. Other Information Regarding Sale of Tax Certificates

1. Alachua County will hold any unsold certificates (for later sale if possible).

2. Property owners redeem certificates by paying the Tax Collector the tax certificate amount plus interest and fees; the Tax Collector then pays the certificate holder.

3. After two years, holders of unredeemed certificates may apply for a tax deed. In order to obtain a tax deed the property is offered at public auction with the minimum bid being the amount of the outstanding taxes and certificates on the property, plus additional fees. Any excess over this amount is applied against any other liens and then given to the property owner upon application.

4. The tax certificate expires on any unsold property after 7 years.

E. Tangible Personal Property Delinquent Tax Process

1. Prior to April 30 of the tax year following delinquency the Tax Collector will file a lawsuit. The Clerk of the Court will notify taxpayers by certified mail.

2. If the property owner does not pay, a Circuit Judge will ratify tax warrants allowing property to be seized and sold for taxes.

F. Property Tax Payment and Distribution

1. Discounts for early payment of property tax are allowed in the following manner:

   4% for November Payments

   3% for December Payments

   2% for January Payments

   1% for February Payments

2. The Tax Collector is required to distribute tax proceeds to taxing authorities promptly in order to provide cash for operations. Fiscal year 2010 distributions were made as follows:

   November, December, February - 2 distributions each month

   All other months – 1 distribution each month

NOTE 6 - CAPITAL ASSETS

A. Capital asset activity for the year ended September 30, 2010 was as follows:

	Beginning Balance	Increases	Decreases	Adjustments	Ending Balance
Primary Government					
Capital assets not being depreciated:					
Land	$ 64,062,303	$ 6,740,164	$ (425,212)	$ 302,033	$ 70,679,288
Right of Way	155,912,018	90,875	-	611,963	156,614,856
Stormwater Basins	12,823,906	-	-	-	12,823,906
Artwork	91,390	-	-	-	91,390
Construction/Purchase in progress	7,248,035	3,019,559	-	(3,025,504)	7,242,090
Total not being depreciated	240,137,652	9,850,598	(425,212)	(2,111,508)	247,451,530
Capital assets being depreciated:					
Buildings	117,178,229	1,217,800	(350,773)	1,780,633	119,825,889
Equipment	62,189,481	5,608,944	(3,954,600)	462,111	64,305,936
Software-current year internally developed	-	112,473	-	-	112,473
Software-purchased prior year-see Note 12.D	-	-		4,204,420	4,204,420
Improvements other than Building	10,169,591	3,152,806	(225,022)	139,155	13,236,530
Infrastructure	478,335,788	5,914,381	-	2,976,785	487,226,954
Total being depreciated	667,873,089	16,006,404	(4,530,395)	9,563,104	688,912,202
Less accumulated depreciation for:					
Buildings	(37,875,944)	(2,656,926)	162,372	-	(40,370,498)
Equipment	(42,944,139)	(5,879,433)	3,812,613	-	(45,010,959)
Software-current year internally developed	-	(11,245)	-	-	(11,245)
Software-purchased prior year-see Note 12.D	-	(64,410)	-	(455,280)	(519,690)
Improvements other than Building	(4,716,439)	(521,207)	153,702	-	(5,083,944)
Infrastructure	(316,300,877)	(13,901,133)	-		(330,202,010)
Total accumulated depreciation	(401,837,399)	(23,034,354)	4,128,687	(455,280)	(421,198,346)
Total being depreciated, net	266,035,690	(7,027,950)	(401,708)	9,107,824	267,713,856
Governmental activities capital assets, net	$ 506,173,342	$ 2,822,648	$ (826,920)	$ 6,996,316	$ 515,165,386
Business-type activities:					
Capital assets not being depreciated:					
Land	$ 3,324,279	$ -	$ -	$ -	$ 3,324,279
Total not being depreciated	3,324,279	-	-	-	3,324,279
Capital Assets being depreciated:					
Buildings	2,782,326	5,250	-		2,787,576
Equipment	3,019,288	415,401	(96,817)		3,337,872
Software-purchased prior year-see Note 12.D	-	-	-	65,100	65,100
Improvements other than Building	13,372,018	688	-	-	13,372,706
Total being depreciated	19,173,632	421,339	(96,817)	65,100	19,563,254
Less accumulated depreciation for:					
Buildings	(947,773)	(92,717)	-	-	(1,040,490)
Equipment	(1,614,996)	(448,898)	87,098	-	(1,976,796)
Software-purchased prior year-see Note 12.D	-	-	-	(65,100)	(65,100)
Improvements other than Building	(9,503,298)	(199,782)	-	-	(9,703,080)
Total accumulated depreciation	(12,066,067)	(741,397)	87,098	(65,100)	(12,785,466)
Total being depreciated, net	7,107,565	(320,058)	(9,719)	-	6,777,788
Total business-type capital assets, net	$ 10,431,844	$ (320,058)	$ (9,719)	$ -	$ 10,102,067
Component Unit - Law Library					
Equipment	$ 1,850	$ -	$ -	$ -	$ 1,850
Less accumulated depreciation	(31)	(370)	-	-	(401)
Component Unit, capital assets, net	$ 1,819	$ (370)	$ -	$ -	$ 1,449

* Adjustments includes changes between asset types when construction is completed, donations, restatement for change in accounting principle and reclassifications.

B. Depreciation expense was charged to functions/programs of the primary government and the Component Unit as follows:

Primary Government	
Governmental Activities:	
Administration	$ 797,945
Community service	500,732
Corrections	1,163,491
Courts	931,995
Culture & recreation	494,420
Tourist development	18,665
Emergency services	845,593
Environmental services	58,540
Growth management	84,707
Law enforcement	2,316,941
Solid waste disposal	20,830
Transportation (includes County infrastructure)	14,254,683
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the assets.	1,545,812
Total depreciation expense-governmental activities	$ 23,034,354
Business-type activities:	
Codes enforcement	$ 11,816
Solid waste disposal	729,581
Total depreciation expense-business-type activities	$ 741,397
Component Unit - Law Library	
Courts	$ 370

NOTE 7 - INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

A. Interfund Balances as of September 30, 2010, consisted of the following:

	Due From Other Funds	Due To Other Funds
Governmental funds:		
General Fund	$ 9,159,257	$ 598,239
MSTU Unincorporated Services	14,011	23
MSTU Law Enforcement	67,990	2,400,097
MSTU Fire Protection	40,969	8,107
Gas Tax Uses	-	84
Sheriff	236,471	1,284,980
Debt service	24,222	4,244,892
Other Capital Projects	241	4
Other Governmental Funds	803,521	5,923,968
Subtotal Governmental funds	10,346,682	14,460,394
Proprietary funds:		
Solid Waste System	1,417,207	189
Codes Enforcement	-	151
Internal Service funds	2,696,845	-
Total	**$ 14,460,734**	**$ 14,460,734**

The General Fund has amounts due to and from Constitutional Officers, which represent the return of excess due at the end of the fiscal year from either budget officers or fee officers. Debt Service funds first receive taxes according to bond covenant provisions and the remaining amount is due to either the General Fund or the Gas Tax Uses Fund. All remaining balances result from the time lag between the dates that (a) interfund goods and services are provided or reimbursable expenditures occur, (b) transactions are recorded in the accounting system, and (c) payments between funds are made.

B. Interfund Transfers for the year ended September 30, 2010, consisted of the following:

	Transfers from Other Funds	Transfers to Other Funds
Governmental Funds:		
General Fund	$ 7,285,861	$ 57,689,352
MSTU Unincorporated Services	240,989	412,000
MSTU Law Enforcement	1,039,970	15,952,470
MSTU Fire Protection	721,904	539,672
Gas Tax Uses	3,006,401	-
Sheriff	65,497,752	670,887
Debt Service	2,363,456	7,687,200
Other Capital Projects	2,114,541	2,453,459
Other Governmental Funds	13,356,091	10,354,682
Subtotal-Governmental Funds	95,626,965	95,759,722
Proprietary Funds:		
Business-type Activities:		
Solid Waste System	132,757	-
Totals	$ 95,759,722	$ 95,759,722

The County's routine transfers include transfers to: Budgeted Constitutional Officers, Special Revenue grant match requirements, other funds based on budgetary requirements and funds that are required by statute or budgetary authority to expend revenues from another fund that by statute or budgetary authority must collect revenues.

NOTE 8 - LONG-TERM OBLIGATIONS

A. Long-term Obligations (excluding accrued compensated absences and estimated self-insured losses) at September 30, 2010 are composed of the following:

PRIMARY GOVERNMENT	
General Obligation Bond:	
$14,000,000 2003 Alachua County Forever Serial Bonds, due in annual installments of $1,515,000 in 2011, interest 3.500%	
Revenue Source - Property Tax Levy.	$ 1,515,000
Revenue Bonds:	
$21,170,000 Series A Public Improvement Revenue and $42,455,000 Series 2007 B Public Improvement Revenue Refunding Bonds, due in annual installments of $920,000 to $4,5800,000 through 2029, interest from 4.00% to 4.25%.	
Revenue Source - a pledge of the County's portion of the Half Cent Sales Tax.	55,055,000
$15,400,000 2006 Transportation Improvement revenue bonds, due in annual installments of $900,000 to $1,325,000 through 2021, interest from 3.50% to 4.50%.	
Revenue Source - a pledge of the County's 5th, 6th, 7th and 9th cent voted Gas Tax.	12,090,000
$18,245,000 2008 Transportation Improvement revenue bonds, due in annual installments of $1,085,000 to $1,665,000 through 2022, interest from 3.750% to 4.500%.	
Revenue Source - a pledge of the County's 5th, 6th, 7th and 9th cent voted Gas Tax.	16,190,000
Total Revenue Bonds Payable	83,335,000
TOTAL BONDS PAYABLE	84,850,000
Notes Payable:	
Pooled Commercial Paper Notes, $14,400,000 available credit for capital projects, interest due monthly at approximately 0.45390%. Final Principal Payment will be made December 4, 2012.	
Revenue Source - a pledge of the County's Non-Ad Valorem revenues	14,400,000
$7,700,000 2008 Capital Improvement bank loan, due in annual installments of $420,000 to $684,000 through 2023, interest of 4.090%.	
Revenue Source - a pledge of the County's Non-Ad Valorem revenues	7,050,000
$15,000,000 2009 Wild Spaces, Public Place bank loan, due in annual installments of $7,440,000 to $7,560,000 through 2011, interest of 1.600%.	
Revenue Source - a pledge of the County's Non-Ad Valorem revenues	7,560,000
TOTAL NOTES PAYABLE	29,010,000
TOTAL LONG-TERM OBLIGATIONS	$ 113,860,000

B. Debt Service Requirements to Maturity on the County's debt at September 30, 2010 are as follows:

PRIMARY GOVERNMENT GENERAL LONG-TERM OBLIGATIONS

	Revenue Bonds		General Obligation Bonds		Notes Payable		Total Principal and
Fiscal Year	Principal	Interest	Principal	Interest	Principal	Interest	Interest
2011	$ 4,990,000	$ 3,471,974	$1,515,000	$90,025	$21,280,000	$ 413,310	$ 31,760,309
2012	5,185,000	3,279,586	-	-	437,000	275,686	9,177,272
2013	5,380,000	3,078,739	-	-	1,556,000	256,812	10,271,551
2014	5,600,000	2,861,639	-	-	475,000	237,902	9,174,541
2015	5,860,000	2,633,889	-	-	494,000	218,205	9,206,094
2016-2020	33,060,000	9,313,806	-	-	2,796,000	766,998	45,936,804
2021-2025	17,955,000	2,930,203	-	-	1,972,000	165,748	23,022,951
2026-2029	5,305,000	474,550	-	-	-	-	5,779,550
	83,335,000	28,044,386	1,515,000	90,025	29,010,000	2,334,661	144,329,072
Less:							
Unamortized Bond Discount	(31,934)	-	-	-	-	-	(31,934)
Deferred Loss on Refunding	(1,136,992)	-	-	-	-	-	(1,136,992)
Plus:							
Unamortized Bond Premium	822,637	-	6,000	-	-	-	828,637
TOTAL	$82,988,711	$28,044,386	$1,521,000	$90,025	$29,010,000	$2,334,661	$143,988,783

C. Changes in Long-term Obligations for the year ended Sept. 30, 2010 are as summarized as follows:

	Balance Oct 1, 2009	Increases	Decreases	Balance Sept 30, 2010	Due Within One Year
Governmental activities:					
General obligation bonds	$ 3,970,000	$ -	$ (2,455,000)	$ 1,515,000	$ 1,515,000
Revenue bonds payable	88,130,000	-	(4,795,000)	83,335,000	4,990,000
Less: deferred amounts:					
Unamortized discounts	(34,859)	-	2,925	(31,934)	-
Unamortized premiums	887,228	-	(58,591)	828,637	6,000
Deferred loss on refunding	(1,197,097)	-	60,105	(1,136,992)	-
Subtotal-bonds	91,755,272	-	(7,245,561)	84,509,711	6,511,000
Notes payable	36,854,000		(7,844,000)	29,010,000	21,280,000
Estimated liability-self insured losses	7,178,924	17,529,195	(17,105,322)	7,602,797	2,164,710
Accrued compensated absences	13,071,678	7,055,248	(6,857,463)	13,269,463	6,857,463
Total governmental obligations	148,859,874	24,584,443	(39,052,346)	134,391,971	36,813,173
Business-type activities:					
Accrued compensated absences	588,220	256,369	(298,023)	546,566	298,023
Accrued landfill closure cost	8,715,900	66,363	(782,478)	7,999,785	472,420
Total business-type activities	9,304,120	322,732	(1,080,501)	8,546,351	770,443
Total long-term obligations	$158,163,994	$ 24,907,175	$(40,132,847)	$142,938,322	$ 37,583,616

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for them are included as part of the totals for governmental activities. At year-end, $268,510 of internal service funds compensated absences is included in the above amounts. Also, for the governmental activities, compensated absences are generally liquidated by the general fund.

D. Summary of Revenue Bonds Payable – the following is a summary of government bond resolutions pertaining to debt reflected in the September 30, 2010 financial statements:

Name	$15,400,000 Gas Tax Revenue Bonds, Series 2006	$63,625,000 Public Improvement Revenue Bonds, Series 2007A & B	$18,245,000 Gas Tax Revenue Bonds, Series 2008
Purpose	To provide funds for the costs and acquisition and construction of certain road improvements within the County; purchase the 2006 Surety Bond, and pay certain costs of issuance.	Series 2007A - To provide funds for the acquisition and construction of a new fire station, new jail dormitory, new recreation and park improvements; purchase the 2007 Surety Bond, and costs of issuance. Series 2007B - To refund portions of the County's Public Improvement Revenue Bonds, Series 1995 and its Public Improvement Revenue Bonds, Series 1999; purchase of the 2007 Surety Bond, and costs of issuance.	To provide funds to finance the costs of acquisition and construction of certain road improvements within the County, purchase of the 2008 Surety Bond, and costs of issuance.
Dated	April 12, 2006	February 6, 2007	April 10, 2008
Final Maturity	August 1, 2021	August 1, 2029	August 1, 2022
Principal payment date	August 1st	August 1st	August 1st
Interest payment dates	August 1st and February 1st	August 1st and February 1st	August 1st and February 1st
Interest rates	3.50% to 4.50%	4.00% to 4.25%	3.75% to 4.50%
Outstanding Principal at 9/30/10	$12,090,000	$55,055,000	$16,190,000
Reserve requirement	$1,384,450	$1,547,445	$523,121
Pledged revenue source	Constitutional Gas Tax, County Gas Tax, and Ninth Cent Gas Tax.	Local Government Half-Cent Sales Tax.	Constitutional Gas Tax, County Gas Tax, and Ninth Cent Gas Tax.
Total debt svc payment	$1,380,273	$5,330,170	$1,740,281
% of required Debt Svc to total pledged revenue source	27.22%	54.92%	47.16%

E. Line of Credit - The $14,400,000 Pooled Commercial Paper Note line of credit from the Florida Association of Counties was approved to fund capital projects within the County. As of September 30, 2010, the full amount of the line of credit is outstanding.

F. Demand Bonds - The County has no demand bonds.

G. Conduit Debt Obligations - From time to time, the County has issued Health Facility Revenue Bonds, Industrial Development Revenue Bonds and Housing Finance Authority Multi-family Housing Bonds to provide financial assistance to private-sector entities for the acquisition and construction of health care, industrial facilities, and multi-family housing deemed to be in the public interest. These bonds are secured by the financed property and are payable solely from the payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance.

There is no obligation on the part of the County, the State, or any political subdivision for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. As of September 30, 2010, there were five series of Health Facility Revenue Bonds outstanding, with an aggregate principal amount payable of $227,405,000, two series of Industrial Development Bonds outstanding, with an aggregate principal amount payable of $16,965,000 and nine series of Housing Finance Authority Multi-family Housing Bonds, with an aggregate principal amount payable of $40,035,526.

H. Landfill Post Closure Care Obligation – The County's Southwest Landfill's liability for fiscal year 2010 is $6,081,163, a decrease of $164,663 from the prior fiscal year. For other County landfills closed prior to 1985 and not subject to State law requirements, the County records a liability of $1,918,622, a decrease of $551,452 from last fiscal year. See Note 1.D.8. for more information.

NOTE 9 - EMPLOYEE BENEFITS

A. Pension Plan

Defined Benefit Plan

Plan Description - The County contributes to the Florida Retirement System (FRS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of Florida, Department of Management Services, Division of Retirement. FRS provides retirement, disability, and death benefits to retirees or their designated beneficiaries. Chapter 121, Florida Statutes, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. FRS issues financial statements and required supplementary information for the System. That report may be obtained by writing to the State of Florida Division of Retirement, P. O. Box 9000, Tallahassee, Florida 32315-9000, by accessing the FRS website or by calling (850) 488-5706.

Funding Policy - FRS is employee noncontributory. The County is required to contribute at an actuarially determined rate. The rates as of September 30, 2010, are as follows: regular employees – 10.77%; special risk employees – 23.25%; elected officials – 18.64%; senior management service – 14.57%; deferred retirement option (DROP) – 12.25%.

The contribution requirements of plan members and the County is established and may be amended by the Florida Legislature. The County's contributions to the FRS for the years ending September 30, 2010, 2009, and 2008 were $11,452,146, $11,108,287, and $11,542,672, respectively, and were equal to the required contributions for each year.

Defined Contribution Plan

Pursuant to Chapter 121, Florida Statutes, the Florida Legislature created the Florida Retirement Investment Plan ("FRS Investment Plan"), a cost-sharing multiple-employer defined contribution pension plan qualified under Section 401(a) of the Internal Revenue Code. This FRS Investment Plan is an alternative available to members of the Florida Retirement System in lieu of the defined benefit plan. Changes to the law can only occur through an act of the Florida Legislature. The FRS Investment Plan is administered by the Florida State Board of Administration. Information about this plan can be obtained

by writing to FRS Plan Administrator, P. O. Box 56290, Jacksonville, FL 32241-6290 or by calling 866-377-2121, Option 3. Required employer contributions made to the plan totaled $1,907,682.

City of Gainesville Pension Plan

As of September 30, 2010, five (5) employees of the Sheriff's office were members of the City of Gainesville's Employees' Plan. These employees were previously employees of the City of Gainesville who elected to remain in the City of Gainesville's pension plan upon their employment with the Sheriff's office.

Plan Description – The Employees' Plan is a single-employer contributory defined benefit pension plan that covers all permanent employees of the City, except certain personnel who elected to participate in the Defined Contribution Plan and, or the Deferred Compensation Plan, and police officers and firefighters who participate in the Consolidated Plan. The Employees' plan provides retirement, disability, and death benefits to plan members and beneficiaries. The Gainesville City Commission adopted this plan and all amendments through a City ordinance. The City of Gainesville issues a publicly available financial report that includes financial statements and required supplementary information for the Employees' Plan. That report may be obtained by writing to City of Gainesville, Finance Department, P.O. Box 490, Gainesville, Florida 32602, or by calling (352) 334-5054.

Funding Policy – The contribution requirements of plan members and the City are established and may be amended by ordinance approved by the City Commission. Plan members are required to contribute 5.0% of their annual covered salary. The City is required to contribute an actuarially determined percentage of covered payroll, currently 4% for retirement benefits.

The Sheriff's contribution to the City Employees' Plan for the years ended September 30, 2010, 2009 and 2008, were $13,419, $11,197, and $11,344, respectively, equal to the required contributions for each year.

The Sheriff's employee contributions to the City Employees' Plan for the years ended September 30, 2010, 2009 and 2008, were $11,819, $16,003, and $14,180 respectively, equal to the required contributions for each year.

B. Other Post-Employment Benefits Plan

Plan Description – In 2008, the County adopted resolution 08-104 which established the Alachua County Other Post Employment Benefit Trust (OPEB Trust), a qualifying trust, and began funding its OPEB Plan obligation. The County administers the cost-sharing single-employer defined benefit plan for post-employment benefits other than pension benefits (OPEB Plan). The OPEB Plan provides post employment life insurance benefits and a health insurance subsidy for retirees and eligible dependents of the Clerk of Court, Supervisor of Elections, Property Appraiser, Sheriff, Tax Collector, Library District, and County. The Alachua County Board of County Commissioners can amend the benefit provisions. A separate stand-alone financial statement for the OPEB Plan is not prepared.

The life insurance benefit is provided at no charge to retirees. The life insurance benefit is $10,000 for all retirees under the age of 65 and $5,000 for retirees age 65 and older.

The health insurance subsidy is provided to retirees with at least 6 years of service who retire and begin receiving benefits from the Florida Retirement System (FRS) or the Library District Pension Plan (LDPP). Retirees must maintain health care coverage after employment to be eligible for the subsidy. The amount of the monthly subsidy is based on the number of years of total service with the County, Constitutional Officer, or Library District and is equal to three dollars a month for each year of service. The minimum monthly subsidy is $18 and the maximum monthly subsidy is $90 for employees that retire with 30 or more years of service.

Additionally, in accordance with Florida Statutes 112.0801, employees who retire and immediately begin receiving benefits from FRS or LDPP have the option of paying premiums to continue in the County's self-funded Health Insurance Plan at the same group rate as active employees. The retiree pays 100% of the blended group rate premium therefore receiving an implicit subsidy.

At October 1, 2009, the date of the latest actuarial valuation, plan participation consisted of:

Active employees (fully eligible)	150
Active employees (not fully eligible)	1,815
Retirees receiving benefits	175
Total OPEB participants	2,140

Funding Policy – The contribution requirements of plan members and the participating employers are established and may be amended by the Alachua County Board of County Commissioners. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits when earned and determined annually by the County's Actuary. Pay-as-you-go financing paid by the employers and plan members is accounted for in the County's Self-funded Health Insurance Fund and employers' contributions to the OPEB Trust to prefund benefits are accounted for in the County's OPEB Trust Fund. For the year ended September 30, 2010, the County paid a total of $1,348,000 for the OPEB Plan, including pay-as-you go financing of $1,189,942 and a transfer of assets of $158,058 to the OPEB Trust. It is the County's intent to base future OPEB Trust contributions on the actuarially determined annual required contribution (ARC) less pay-as-you-go financing; however, no future Trust contributions are legally or contractually required. Retiree plan members receiving benefits contributed $1,115,448 to pay-as-you-go financing through their required contribution of $382.62 per month for retiree-only coverage, $787.50 per month for retiree and spouse coverage and $1,170.84 per month for family coverage.

Annual OPEB Cost and Net OPEB Obligation – The annual cost (expense) of the County's OPEB Plan is calculated based on the ARC, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liability over a period not to exceed 30 years. The following table shows the components of the County's annual OPEB Plan cost for the year, the amount actually contributed by the employer, and the changes in the net OPEB Plan obligation.

Annual required contribution	$ 1,348,000
Interest on net OPEB obligation	-
Adjustment to ARC	-
Annual OPEB cost (expense)	1,348,000
OPEB plan payments:	
Pay-as-you-go financing	1,189,942
Contribution of assets to OPEB Trust	158,058
Subtotal OPEB payments	1,348,000
Increase in net OPEB obligation	-
Net OPEB obligation-beginning of year	-
Net OPEB obligation-end of year	$ -

Funding Status and Funding Progress – The OPEB payments made for the 2010 fiscal year were 100% of the annual OPEB cost. As of the actuarial valuation report dated October 1, 2009, the funded status was as follows:

Actuarial accrued liability (AAL)	$	14,208,000
Actuarial value of plan assets		600,000
Unfunded actuarial accrued liability (UAAL)	$	13,608,000
Funded ratio (actuarial value of plan assets/AAL)		4.2%
Covered payroll at valuation date	$	98,391,002
UAAL as a percentage of covered payroll		13.8%

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Actuarial Methods and Assumptions – Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employers and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employers and plan members in the future. Actuarial calculations reflect a long-term perspective. Consistent with that perspective, actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

The actuarial methods are:

Actuarial cost method	Projected Unit Credit
Amortization method	Level percent of projected payroll
Amortization period (open)	30 years
Asset valuation method	Fair Value

The actuarial assumptions are:

Investment rate of return	8.0%
Projected annual salaries increase	3.5%
Inflation Rate	2.5%
Mortality	RP-2000 Table, gender-specific basis
Healthcare cost trend rate	11.0% initial year reduced 0.5% each year until reaching ultimate trend rate of 5.0%

C. Accrued Compensated Absences

County employees are entitled to accrue sick and vacation time in accordance with the County's personnel regulations or a collective bargaining agreement. Maximum accruals are shown on the following chart.

	Vacation Accrual Maximum	Vacation Termination Pay Maximum	Sick Leave Accrual Maximum
Board of County Commissioners			
40 hours/week employees	280 hours	280 hours	No Maximum
56 hours/week employees	392 hours	392 hours	No Maximum
Clerk of the Circuit Court	280 hours	240 hours	1040
Property Appraiser	280 hours	240 hours	No Maximum
Tax Collector	No Maximum	No Maximum	No Maximum
Supervisor of Elections	280 hours	280 hours	No Maximum
Sheriff	280 hours	280 hours	No Maximum

Terminating employees with 10 years of service will be paid for half of unused sick time.

The County records a liability for compensated absences of $13,269,463 on the Statement of Net Assets. In the Government-wide presentation, compensated absences are accrued in the period they are earned. For the adjusted liabilities at the end of the year, a determination was made for current and non-current amounts. Accrued compensated absences are not recorded for any accruals over the maximum.

D. Deferred Compensation Plan

The County offers employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The County complied with the requirements of subsection (g) of IRC Section 457 and, accordingly, all assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries.

Deferred compensation amounts withheld from participating employee's pay are not taxable as current income until withdrawn from the plan. Annual contributions by a participant may not exceed the lesser of $16,500 or 50% of gross annual compensation. There is an "age 50 catch-up" provision that allows an additional $5,000 contribution from the year the employee reaches age 50 until the employee terminates employment.

E. Component Units Employment

The Component Units' employees have the same benefits as the Board of County Commissioners' employees.

NOTE 10 - RISK MANAGEMENT AND CONVENTIONALLY INSURED CLAIMS & LOSSES

The County is self-insured for risk management and employee group health insurance in two internal service funds maintained by the Board of County Commissioners. The following two sections and the disclosures required by GASB Statement 10, Accounting and Financial Reporting for Risk Financing and Related Insurance Issues are provided below.

A. Risk Management Claims and Losses

The County has established a risk management program to cover claims against the Board and Constitutional Officers for the following types of risk:

- General Liability (self insured up to a limit of $200,000)
- Workers Compensation (self insured up to limit of $250,000)
- Automobile Liability (self insured up to limit of $200,000)
- Public Officials Liability (self insured up to limit of $100,000)
- EMS Professional Liability
- Lawyers Professional Liability
- Employment Practices Liability (self insured up to limit of $100,000)

The County has authorized a commercial third party administrator to administer the County's automobile, general liability and workers' compensation claims. There have been no significant reductions in insurance coverage from prior years. In instances where insurance has been purchased, no settlements have exceeded coverage for each of the past three fiscal years.

The estimated liability for self-insured losses is based on reported claims, historical loss data, industry statistics for claims incurred but not reported, and a valuation performed by an independent actuary as of July 31, 2010 projecting to September 30, 2010, and the prior year as of July 31, 2009 projecting to September 30, 2009:

Fiscal Year	Claims Liability, Beginning of Fiscal Year	Current Year Claims & Changes in Estimates	Claim Payments	Claims Liability, End of Fiscal Year
2009	$ 6,347,357	$ 774,656	$ (749,099)	$ 6,372,914
2010	6,372,914	1,162,908	(792,871)	6,742,951

For fiscal year 2010 the margin for the risk of adverse deviation was accrued at a 75% confidence level. For fiscal year 2010 ending unrestricted net assets are $3,309,799 all of which is reserved for possible future losses. Florida Statutes provide for local government tort immunity and a claims bill process. Our actuarial estimates do not include a provision for liabilities arising from claims bills except to the extent such claims are included in the loss history of Alachua County. The County's Actuary determined a portion of the claims liability that would be expected to be paid within one year and the accompanying financial statements reflect that by showing a current and a long-term liability.

All funds of the County including the Constitutional Officers of the County participate in the Risk Management Self-Insurance Fund. Payments to the Self-Insurance Fund are assessed based on actuarial estimates needed to pay prior and current year claims and to establish a reserve for catastrophic losses.

B. Conventionally Insured Claims and Losses

The County retains conventional insurance coverage on all other types of insurable risks. These costs are also accounted for in the Self-Insurance Fund.

C. Employee Group Health Insurance

The County provides group health insurance for its employees, their eligible dependents and eligible retirees. On October 1, 2005, the County established an employee group health self-insurance plan to account for and finance its uninsured risks of loss. The County entered into an administrative services agreement with a commercial insurance carrier to provide administrative support for this plan. Under this plan, the County purchases stop-loss insurance with the individual deductible per covered unit of $225,000 with an individual lifetime reimbursement maximum of $4,775,000. All claims are paid through the group health insurance plan. Claims in excess of the $225,000 individual deductible are reimbursed by the County's excess insurance carrier.

All County employees may participate in the employee group health insurance including all Constitutional Officer employees and Component Unit employees of the Murphree Law Library. In addition, the Alachua County Library District employees may participate in the plan. Payments to the employee group health insurance plan are assessed based on actuarial estimates of the amounts needed to pay current year claims and to establish a "reserve" (i.e. net assets or equity) for catastrophic losses and to fund the retiree other post employee benefit. The employee group health insurance plan net assets were $5,435,010 at September 30, 2010.

The claims liability reported in the fund at September 30, 2010 for the employee group health insurance plan was $859,846. This amount was the actuarially determined claims liability based on the requirements of GASB Statement 10, which specifies that a liability for claims should be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial and that the amount of the loss can be reasonably estimated. These claims liability amounts are all considered to be due within one year and are classified as current liabilities in the accompanying financial statements. During fiscal year 2010, changes recorded to the claims liability for the employee group health insurance plan were as follows:

Fiscal Year	Claims Liability, Beginning of Fiscal Year	Current Year Claims & Changes in Estimates	Claim Payments	Claims Liability, End of Fiscal Year
2009	$ 868,387	$ 14,465,359	$ (14,527,736)	$ 806,010
2010	806,010	15,942,414	(15,888,578)	859,846

D. Sheriff's Risk Management

For health insurance, the Sheriff participates in the risk management program established by the Board to cover claims against the Board and Constitutional Officers. The Sheriff also participates in the Florida Sheriffs' self-insurance pool for risk related to workers' compensation, auto and general liability insurance. For the past three years, there have been no insurance settlements significantly in excess of insurance coverage.

NOTE 11 - INDIRECT COSTS

The County's indirect costs consist of allowable administrative costs allocated to the Enterprise Funds, Internal Service Funds, various Federal and State Grants, and Special Revenue Funds. The County's indirect cost plan is developed annually based on the prior year's actual expenditures. Some adjustments are required due to specific Federal grant allowances or other legal limitations. For the fiscal year ended September 30, 2010, the following was charged:

INDIRECT COST CHARGED	FUND	PROJECT NAME
	Governmental Funds	
$ 106,157	CHOICES	CHOICES
429,602	MSTU-Unincorporated services	MSTU-Unincorporated services
495,930	MSTU-Fire protection services	MSTU-Fire protection services
14,120	Emergency services	DCA Emergency Management
150,614	MSBU	Refuse Collection
76,644	Drug & law enforcement	HRS Metamorphosis
12,609	Environmental	Hazardous Materials Code
7,593	Environmental	FDEP Tank Inspection
11,000	Environmental	FDEP Petroleum Cleanup
8,062	Community services	Retired & Senior Volunteer Program
126,245	Tourism	Tourist Development
1,438,576	**Subtotal-Governmental Funds**	
	Enterprise Funds	
330,971	Solid Waste	Solid Waste System
94,251	Solid Waste	Collection Centers
113,296	Solid Waste	Waste Management
18,888	Solid Waste	Landfill post closure care
81,145	Codes Enforcement	Codes Enforcement
638,551	**Subtotal Enterprise Funds**	
	Internal Service Funds	
235,367	Self Insurance	Self Insurance Fund
287,253	Fleet Management	Fleet Management Fund
70,021	Telephone Services	Telephone Services
592,641	**Subtotal Internal Service Funds**	
$ 2,669,768	**Total Indirect Cost**	

Indirect costs between governmental activities have been eliminated in the government-wide financial statement presentation.

NOTE 12 - OTHER REQUIRED INDIVIDUAL FUND AND COMPLIANCE DISCLOSURES

A. Excess of Expenditures over Appropriations

There are no funds with an excess of expenditures over appropriations.

B. Excess of Expenditures Over Revenue in the Budget Column

Certain funds show an excess of expenditures over revenue in the budget column of the Statement of Revenue, Expenditures and Changes in Fund Balances, Budget and Actual. This excess is due to the use of fund balance (which is not reported in the budget or variance column) during the fiscal year.

C. Deficit Fund Balance/Negative Unreserved Fund Balance

The Drug and Law Enforcement special revenue fund had a deficit fund balance of $(87,282). The deficit will be eliminated during fiscal year 2011 when deferred revenue for the fund is reclassified to revenue. The Housing & Land Development fund has a negative unreserved fund balance which will be resolved when grant revenue is received and the interfund is repaid.

D. Change in Accounting Principle

GASB 51, Accounting and Financial Reporting for Intangible Assets required that software purchased since June 30, 1980 still in use, be added to the entity's capital assets. The County added governmental software purchased in prior years for $4,169,430 with accumulated depreciation of $420,290 for a net book value of $3,749,140 and internal service and business-type software for $34,990 and $65,100, respectively, recorded as fully depreciated (net book value of $0) as of September 30, 2009.

NOTE 13 - COMMITMENTS AND CONTINGENCIES

A. Commitments

(1) Non-capitalized leases –

(a) The County is leasing equipment, office space and electronic data processing equipment under leases that are cancelable under certain circumstances. These leases are accounted for as operating leases.

(b) Rental costs for the year ended September 30, 2010, under cancelable leases are summarized as follows:

Fund Charged	Amount
General Fund	$ 926,173
Special Revenue Funds	210,367
Capital Projects	453
Enterprise Fund	28,426
Internal Service Funds	4,371
	$1,169,790.00

(c) The Tax Collector is leasing various equipment under renewable annual operating leases. During the year ended September 30, 2010, the lease payments on all operating leases were $18,583. In addition, the Tax Collector is leasing various data transport services for network and voice connectivity to their remote locations. During the year ended September 30, 2010, the lease payments on all data transport service leases were $14,670. The Tax Collector also has a ten-year renewable

Future minimum lease payments for noncancellable operating leases for the Tax Collector as of September 30, 2010, are as follows:

Fiscal Year	Amount
2011	$ 189,136
2012	186,153
2013	182,560
Total	$ 557,849

(d) The Sheriff is leasing equipment and office space under leases, which are cancelable under certain circumstances. During the fiscal year ended September 30, 2010, the lease payments on all operating leases amounted to approximately $419,187.

(2) Operating Leases – The County leases property to private companies under renewable annual operating leases:

Operating Leases for fiscal year 2010:	Lease Amount
SP Recycling leases a building for $96,276 annually, in monthly installments, due the first day of each month. A late fee of $50 per day will be assessed against the lessee, if the payment is not received by the fifth day of each month. For subsequent years, an annual cost of living increase of 3% will be applied to the rent. The cost of the leased building is $1,132,087, with an accumulated depreciation of $342,936, resulting in a carrying value of $789,151.	$ 96,276
St. John's River Water Management, sub-leases an office space within a building located at 201 SE 2nd Avenue, for an annual amount of $11,864, in monthly installments due at the first of each month.	11,864
Phil-Nick's Restaurant leases a space in the commercial building at 37 N Main Street, consisting of approximately 2,187 square feet, paying rental payments in the amount of $9 per square foot plus applicable taxes, for the month of October - January. Starting February, payments of $1,405 plus applicable taxes, are due no later than the first of each month. The cost of the leased space is $232,613, with $165,181. accumulated depreciation resulting in a $67,432 carrying value.	17,802
The licensee leased the land at 15 SW 2nd Street, for $100 monthly, plus applicable taxes. Payment is due no later than the first of each month. The cost of the land is $5,596.	1,200
The licensee leased the Moses E. Levy Grant for Cattle Grazing. Payment of 1/3 of $5,200 is due annually, in advance of each Lease year. The cost of the land is $520,000.	1,733
TOTAL OPERATING LEASES	$ 128,875

(3) The following is a schedule by year of future minimum rental payments required under operating leases that have remaining cancellable lease terms in excess of one year:

Fiscal year ending September 30	Lease receivable
2011	$ 129,090
2012	120,201
2013	123,265
2014	126,421
2015	18,062
TOTAL	$ 517,039

(4) The landfill post closure care commitments are discussed in Note 1.D.8.

(5) Other significant outstanding contracts at September 30, 2010, are as follows:

Amount	Vendor Name	Description
$ 390,191	Advantek Consulting Engineering Inc.	Jail energy conservation measures
207,095	Aecom Technical Services Inc.	Construction plans for CR 337 resurfacing
103,520	Causseaux, Hewett & Walpole Inc.	Design of SW 75th Street resurfacing
114,968	HDR Engineering Inc	Engineering for NW 16th Ave/23rd Ave resurfacing
226,800	HDR Engineering Inc	Engineering for SW 20th Ave Bridge & turn lane
566,941	HNTB Inc	Construction plans for SW 61st St/SW 24th Ave intersection
144,318	Maudlin International Trucks Inc	Purchase of heavy equipment
112,563	PPI Construction Management Inc	Jonesville Park construction
239,028	School Board of Alachua County	Teen Zone grant for Schools
215,300	Skinner Vignola Mclean Inc.	Design of Kanapaha Park Community Center
153,325	Steiner-Atlantic Corp.	Jail energy conservation measures
295,610	V E Whitehurst	Construction of SW 122nd St resurfacing
247,214	W W Gay Fire & Integrated Systems	Courthouse fire alarm system upgrade

B. Contingencies

(1) Risk Management contingencies are discussed in Note 10.

(2) Grant Funding

The County participates in a number of federally and state assisted programs that are subject to program compliance audits. For the year ended September 30, 2010, the County's financial statements are subject to single audits as required by OMB Circular A-133 and the Florida Single Audit Act. It is the opinion of management that no material liabilities will result from such audits.

(3) Pending Litigation

The County is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of its operations. In the opinion of County management, based on the advice of legal counsel, the ultimate disposition of these lawsuits and claims will not have a material adverse effect on the financial position of the County.

(4) Post employment benefits are discussed in Note 9.B.

(5) Solid Waste System

The County owns four closed landfills including the Southwest Landfill. If contamination levels were to increase in these landfills, the County could be liable for remediation actions. The remediation costs could range between $0 and $3 million depending on the severity of contamination detected and the number of landfill site(s) contaminated. In the worst-case scenario, remediation costs would not be incurred until after 2010.

NOTE 14 - RELATED PARTY TRANSACTIONS

The Alachua County Housing Authority is a related organization of Alachua County. Alachua County has contracted with the Alachua County Housing Authority to administer and distribute funds for housing rehabilitation and temporary relocation from the Community Development Block Grant and the State Housing Initiative Partnership Program.

The Alachua County Library District is a related organization of Alachua County. The County Attorney provides legal services and the Clerk of the Court provides accounting and treasury services to the Library District. Three of the Alachua County Board of County Commissioners serve on the Library Governing Board.

NOTE 15 – SUBSEQUENT EVENTS

At the December 12, 2010 Board of County Commissioner meeting, final approval was given for the issuance of $15 million in Alachua County Forever Limited General Obligation bonds. This money will be used to refund certain related outstanding obligations of the County and to acquire and improve environmentally significant land to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation.

NOTE 16 – FUTURE ACCOUNTING PRONOUNCEMENT

GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, will be effective for the County's fiscal year beginning October 1, 2010. The objectives of Statement No. 54 are to enhance the usefulness of fund balance information and clarify the existing governmental fund type definitions. The County is currently evaluating the effects this statement will have on its financial statements for the year ending September 30, 2011.

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ 96,306,508	$ 96,559,680	$ 97,871,302	$ 1,311,622
Permits and fees	253,172	-	-	-
Intergovernmental	4,433,575	4,433,575	4,821,816	388,241
Charges for services	10,108,061	10,122,911	10,059,378	(63,533)
Fines and forfeitures	13,533	13,533	39,600	26,067
Investment income	820,000	820,000	856,285	36,285
Miscellaneous	2,889,922	2,920,148	3,770,250	850,102
Total revenue	114,824,771	114,869,847	117,418,631	2,548,784
EXPENDITURES				
Current: General government	24,063,571	24,957,164	22,968,496	1,988,668
Public safety	17,270,859	19,992,828	18,965,249	1,027,579
Physical environment	1,883,564	1,944,774	1,756,690	188,084
Economic environment	1,338,930	1,359,297	1,254,528	104,769
Human services	11,401,923	11,591,776	9,880,310	1,711,466
Culture and recreation	475,426	482,975	397,010	85,965
Court cost	7,577,612	7,747,405	7,293,083	454,322
Reserve for contingency	5,506,392	3,062,118	-	3,062,118
Total expenditures	69,518,277	71,138,337	62,515,366	8,622,971
Excess of revenues over expenditures	45,306,494	43,731,510	54,903,265	11,171,755
OTHER FINANCING SOURCES (USES)				
Transfers in	5,883,489	5,837,689	7,285,861	1,448,172
Transfers out	(58,681,786)	(57,777,952)	(57,689,352)	88,600
Sale of capital assets	318,720	318,720	21,104	(297,616)
Total other financing sources and (uses)	(52,479,577)	(51,621,543)	(50,382,387)	1,239,156
Net change in fund balances	(7,173,083)	(7,890,033)	4,520,878	12,410,911
Fund balances - beginning	7,173,083	7,890,033	9,956,228	2,066,195
Fund balances - ending	$ -	$ -	$ 14,477,106	$ 14,477,106

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
CHOICES
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ 8,397,408	$ 8,397,408	$ 7,776,737	$ (620,671)
Investment income	-	-	634,910	634,910
Miscellaneous	-	-	14,027	14,027
Total revenue	8,397,408	8,397,408	8,425,674	28,266
EXPENDITURES				
Current:				
Human services	8,397,408	8,484,420	7,929,206	555,214
Reserve for contingency	-	39,000,000	-	39,000,000
Total expenditures	8,397,408	47,484,420	7,929,206	39,555,214
Excess (deficiency) of revenues over (under) expenditures	-	(39,087,012)	496,468	39,583,480
Fund balances - beginning	-	39,087,012	40,507,870	1,420,858
Fund balances - ending	$ -	$ -	$ 41,004,338	$ 41,004,338

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
MSTU - UNINCORPORATED SERVICES
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ 3,783,207	$ 3,783,207	$ 3,758,538	$ (24,669)
Permits and fees	164,222	164,222	125,385	(38,837)
Intergovernmental	1,016,500	1,016,500	939,997	(76,503)
Charges for services	71,150	71,150	112,869	41,719
Investment income	77,000	77,000	19,987	(57,013)
Miscellaneous	-	-	27,358	27,358
Total revenues	5,112,079	5,112,079	4,984,134	(127,945)
EXPENDITURES				
Current: General government	1,605,752	1,605,752	1,470,443	135,309
Public safety	403,789	415,789	412,032	3,757
Physical environment	519,479	674,032	583,885	90,147
Transportation	909,512	1,029,282	784,959	244,323
Economic environment	961,006	953,429	893,924	59,505
Culture and recreation	1,240,635	1,240,635	1,047,611	193,024
Reserve for contingency	243,693	243,693	-	243,693
Total expenditures	5,883,866	6,162,612	5,192,854	969,758
Excess (deficiency) of revenues over (under) expenditures	(771,787)	(1,050,533)	(208,720)	841,813
OTHER FINANCING SOURCES (USES)				
Transfers in	255,398	255,398	240,989	(14,409)
Transfers out	-	-	(412,000)	(412,000)
Sale of capital assets	-	-	524	524
Total other financing sources and (uses)	255,398	255,398	(170,487)	(425,885)
Net change in fund balances	(516,389)	(795,135)	(379,207)	415,928
Fund balances - beginning	516,389	795,135	980,156	185,021
Fund balances - ending	$ -	$ -	$ 600,949	$ 600,949

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
MSTU - LAW ENFORCEMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ 15,391,138	$ 15,391,138	$ 15,480,802	$ 89,664
Permits and fees	-	-	20	20
Investment income	23,000	23,000	49,484	26,484
Miscellaneous	-	-	108,352	108,352
Total revenues	15,414,138	15,414,138	15,638,658	224,520
EXPENDITURES				
Current: General government	191,304	191,304	175,042	16,262
Public safety	66,946	156,873	155,730	1,143
Reserve for contingency	814,953	725,026	-	725,026
Total expenditures	1,073,203	1,073,203	330,772	742,431
Excess of revenues over expenditures	14,340,935	14,340,935	15,307,886	966,951
OTHER FINANCING SOURCES (USES)				
Transfers in	1,032,914	1,032,914	1,039,970	7,056
Transfers out	(16,036,029)	(16,036,029)	(15,952,470)	83,559
Total other financing sources and (uses)	(15,003,115)	(15,003,115)	(14,912,500)	90,615
Net change in fund balances	(662,180)	(662,180)	395,386	1,057,566
Fund balances - beginning	662,180	662,180	1,062,606	400,426
Fund balances - ending	$ -	$ -	$ 1,457,992	$ 1,457,992

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
MSTU - FIRE PROTECTION
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE (NEGATIVE)
	ORIGINAL	FINAL	ACTUAL	
REVENUES				
Taxes	$ 10,990,123	$ 10,990,123	$ 11,111,954	$ 121,831
Permits and fees	-	-	2,954	2,954
Intergovernmental	34,058	34,058	36,667	2,609
Charges for services	1,164,682	1,164,682	1,108,871	(55,811)
Investment income	70,000	70,000	38,335	(31,665)
Miscellaneous	-	-	81,397	81,397
Total revenues	12,258,863	12,258,863	12,380,178	121,315
EXPENDITURES				
Current: General government	135,932	135,932	120,780	15,152
Public safety	12,523,542	13,137,477	12,041,071	1,096,406
Reserve for contingency	637,177	23,242	-	23,242
Total expenditures	13,296,651	13,296,651	12,161,851	1,134,800
Excess (deficiency) of revenues over (under) expenditures	(1,037,788)	(1,037,788)	218,327	1,256,115
OTHER FINANCING SOURCES (USES)				
Transfers in	700,708	700,708	721,904	21,196
Transfers out	(566,744)	(566,744)	(539,672)	27,072
Total other financing sources and (uses)	133,964	133,964	182,232	48,268
Net change in fund balances	(903,824)	(903,824)	400,559	1,304,383
Fund balance - beginning	903,824	903,824	1,185,990	282,166
Fund balance - ending	$ -	$ -	$ 1,586,549	$ 1,586,549

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GAS TAX USES
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ 4,034,015	$ 4,034,015	$ 3,689,475	$ (344,540)
Intergovernmental	60,000	60,000	65,724	5,724
Charges for services	776,050	776,050	1,603,228	827,178
Investment income	-	-	285	285
Miscellaneous	15,000	15,000	73,907	58,907
Total revenues	4,885,065	4,885,065	5,432,619	547,554
EXPENDITURES				
Current:				
General government	-	-	585	(585)
Public safety	-	-	-	-
Physical environment	137,600	166,450	119,300	47,150
Transportation	9,310,447	10,447,935	8,973,696	1,474,239
Reserve for contingency	738,213	493,255	-	493,255
Total expenditures	10,186,260	11,107,640	9,093,581	2,014,059
Excess (deficiency) of revenues over (under) expenditures	(5,301,195)	(6,222,575)	(3,660,962)	2,561,613
OTHER FINANCING SOURCES (USES)				
Transfers in	2,851,195	3,006,237	3,006,401	164
Sale of capital assets	50,000	50,000	1,392	(48,608)
Total other financing sources and (uses)	2,901,195	3,056,237	3,007,793	(48,444)
Net change in fund balances	(2,400,000)	(3,166,338)	(653,169)	2,513,169
Fund balances - beginning	2,400,000	3,166,338	3,291,672	125,334
Fund balances - ending	$ -	$ -	$ 2,638,503	$ 2,638,503

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
SHERIFF
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES	$ -	$ -	$ -	$ -
EXPENDITURES				
Current:				
Public safety	62,798,986	62,821,779	62,162,613	659,166
Court cost	2,698,766	2,698,766	2,687,045	11,721
Total expenditures	65,497,752	65,520,545	64,849,658	670,887
Excess (deficiency) of revenues over (under) expenditures	(65,497,752)	(65,520,545)	(64,849,658)	670,887
OTHER FINANCING SOURCES (USES)				
Transfers in	65,497,752	65,497,752	65,497,752	-
Transfers out	-	-	(670,887)	(670,887)
Sale of capital assets	-	22,793	22,793	-
Total other financing sources and (uses)	65,497,752	65,520,545	64,849,658	(670,887)
Net change in fund balances	-	-	-	-
Fund balances - beginning	-	-	183,228	183,228
Fund balances - ending	$ -	$ -	$ 183,228	$ 183,228

ALACHUA COUNTY, FLORIDA
NOTES TO SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2010

Revenue and expenditures in governmental funds are controlled by a formal integrated budgetary accounting system in accordance with Florida Statutes. An annual budget is adopted by the Alachua County Board of County Commissioners for all governmental fund types.

Alachua County's annual budgets are monitored at varying levels of classification detail. However, for purposes of budgetary control, expenditures cannot legally exceed the total annual budget appropriations at the individual fund level. All appropriations, except for amounts corresponding to outstanding encumbrances, lapse at year-end.

Original and amended budgets, as well as budget to actual comparisons are provided in the financial statements for all governmental funds. The amended budget amounts presented have been adjusted for legally authorized amendments of the annual budget during the year by the Alachua County Board of County Commissioners. Budgets are prepared on the modified accrual (GAAP) basis of accounting.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUIRED SUPPLEMENTAL INFORMATION
OTHER POST EMPLOYMENT BENEFITS (OPEB)
SEPTEMBER 30, 2010

See Note 9.B. starting on page 76 for detailed information on the County's OPEB Plan

SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date	Actuarial Value of Assets (A)	Actuarial Accrued Liability (AAL)- Unit Cost (B)	Unfunded AAL (UAAL) (B-A)	Funded Ratio (A/B)	Total Annual Payroll at Valuation Date (C)	UAAL as % of Covered Payroll (B-A)/C
10/1/2009	$ 600,000	$ 14,208,000	$ 13,608,000	4.2%	$98,391,002	13.8%
10/1/2008	441,000	13,832,000	13,391,000	3.2%	93,336,205	14.3%
10/1/2007	-	12,086,000	12,086,000	0.0%	92,412,084	13.1%

SCHEDULE OF EMPLOYER CONTRIBUTIONS

Valuation Date	End of Plan Year to which Valuation Applies	Actual Covered Payroll for Current Period (A)	Required Employer Contribution Amount (B)	Required Employer Contribution % Payroll (B/A)	Actual Employer Contributions	Percentage Contributed
10/1/2009	9/30/2010	$ 93,392,506	$ 1,348,000	1.44%	$ 1,348,000	100%
10/1/2008	9/30/2009	99,384,850	1,300,000	1.31%	1,300,000	100%
10/1/2007	9/30/2008	98,890,398	1,218,000	1.23%	1,218,000	100%

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SUPPLEMENTAL INFORMATION

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

STORMWATER MANAGEMENT (146) – To account for expenditures and any related revenues to be used for stormwater capital improvements, maintenance and water quality. Eventually the Board may approve a special assessment to pay for such improvements, but as of FY2010, the Board has chosen only to fund a stormwater study via a transfer from the General Fund done in FY2007.

MUNICIPAL SERVICES BENEFIT UNIT – REFUSE COLLECTION (148) - This fund was established effective October 1, 1984 by Ordinance 84-7 and amended by Ordinance 97-4, which was passed on May 13, 1997. This fund accounts for all revenues and expenditures related to refuse/garbage collection within the mandatory designated County collection areas in accordance with Florida Statute 403.706(1).

DRUG AND LAW ENFORCEMENT (811) – To account for the receipt and use of funds designated for the criminal justice area. Sub-funds included are:

Metamorphosis 7/10 – 6/11 (024)
Enhanced Tower/Comm. Project (042)
FDLE Project Administration FY10 (046)
FDLE Byrne Grant-Drug Treatment (093)
Law Enforcement Training (159)
Alcohol & Other Drug Abuse (221)
Metamorphosis 7/09 – 6/10 (256)
Comstat – 2010-DJ-BX-1596 (041)
FDLE POP Grant (045)
FY09 Recovery Act Justice Assist Grant (077)
Comstat – POP Grant FY08 (113)
Law Enforcement Trust (161)
Metamorphosis 7/08 – 6/09 (255)
Crime Prevention FS 775.083(2) (257)

ENVIRONMENTAL (812) – To account for the revenue and expenditure of funds designated for environmentally related efforts. Sub-funds included are:

Boating Improvement Program (043)
NPDES Stormwater Cleanup (087)
FDEP Ambient Groundwater (116)
FDEP Tank Inspection Contract (125)
Pollution Recovery Fund (180)
USEPA Cabot Koppers Grant (223)
FDEP Hazardous Waste Coop (236)
FDEP SQG Program Grant (070)
Environmental Protection City Review (108)
FDEP Petroleum Cleanup Contract (123)
Hazardous Material Code-Env Prot (178)
FDEP Petroleum Cleanup FY 02-05 (201)
Santa Fe Hills Water System (235)
Water Quality Protection (260)

COURT RELATED (813) – To account for the revenue and expenditures of funds relating to court operations. Included sub-funds are as follows:

Criminal Justice Diversion Resource Coordinator Grant (040)
Criminal Justice Mental Health Substance Abuse Reinvestment Grant FY07/08 (064)
Judicial Circuitwide Technology Billing (066)
Innovative Court Programs 939.185 (075)
No Wrong Door (100)
FY09 Justice Assistance Grant Program (115)
Anti-Drug Initiative Program FY10 (186)
Legal Aid Program (238)
Teen Court/Other Juvenile Pgms 939.185 (073)
Court Technology 28.24 (076)
Dori Slosberg Driver Educational Safety (106)
Juvenile Dependency Mediation 08/09 (132)
Child Support Enforce Incent Program (216)

EMERGENCY SERVICES (814) - To account for the revenue and expenditure of grant funds used for fire rescue, emergency management, E-911 and disaster relief. (In FY10, the portion of sub-funds supported by transfers from the General Fund and MSTU were moved to those funds.) Current sub-funds included are:

DCA Emergency Management Base FY09 (016)
Community Emergency Response Team (022)
EMPG Federal Grant 7/10-6/11 (088)
State Homeland Security Grant SFY09 (119)
EMS Trust FY10 (121)
Combined Communications Center (144)
FEMA Disaster Relief (164)
Federal SHSGP MARC Unit Equip FY08 (184)
Federal Hazardous Materials FY02 (193)
Federal SHSGP Citizen Corps Grant 2009 (195)
EMS Trust FY09 (020)
Intergov Radio Communication Program (072)
2008 Homeland Security Grant (111)
DCA Emergency mgt Base FY10 (120)
Emergency Communications E-911 Sys (126)
E-911 State Grant Pgm S2-09-03-21 (154)
Federal SHSGP MARC Unit FY07 (182)
Federal SHSGP WMD Training FY09 (185)
Federal SHSGP CERT Grant 2009 (194)

HOUSING & LAND DEVELOPMENT (815) – To account for the revenue and expenditure of funds designated for local affordable housing projects and land development uses. Sub-funds are as follows:

CDBG FY08 Disaster Recovery Grant (124)
CDBG Neighborhood Stabilization (203)
HUD Economic Development Initiatives 2005 (240)
Impact Fee SW District (156)
Community Development Block Grant (204)

COMMUNITY SERVICES (816) – To account for the receipt and use of funds designated for projects related to the improvement of community services. Sub-funds included are:

FDLE VOCA FY2010 (023)
Sugarfoot Preservation Spec Assessment (057)
FCASV FY07 (061)
VETS – Homeless Veterans Program (105)
09OAG17 FCASV 07/09-06/10 (140)
10RCP17 FCASV 7/10-6/11 (188)
RSVP FY2010 (190)
Choose Life License Plate (234)
Foster Grandparents FY2009 (048)
Life Line Grant (059)
Teen Zone Grant 6/10-7/12 (084)
07RCP17 FCASV 07/09-06/10 (131)
FDOT 5311 Transportation Funding (151)
10OAG17 FCASV 7/10-6/11 (189)
Foster Grandparents 4/10-3/11 (192)
GPD Violence Against Women FY05 (263)

TOURISM (817) – To account for revenues and expenditures of the County's three percent Tourist Development Tax per Florida Statutes Section 125.0104, and for other related funds designated for the enhancement of tourism. Sub-funds are as follows:

Tourist Development – Visitors Conv (002)
Tourist Development – Grants (005)
Development-4th & 6th Cent Tax (150)
Tourist Development– Sports Commission (004)
Tourist Development – Arts Alliance (006) Tourist
Tourist Development Tax Fund (168)

OTHER SPECIAL REVENUE (818) – To account for revenues and expenditures not falling into other categories, including donations made to the County. Included sub-funds are as follows:

Animal Services Grant Fund (015)
Donations Fund (167)
Alachua County Fairgrounds Management (128)

SHIP (823) – To account for revenues and expenditures for the Local Housing Assistance Program.

Local Housing Assistance FY09-10 (242)
Local Housing Assistance FY07-08 (250)
Local Housing Assistance FY06-07 (249)
Local Housing Assistance FY08-09 (251)

SUPERVISOR OF ELECTIONS

CONSTITUTIONAL OFFICER – SUPERVISOR OF ELECTIONS – To account for Supervisor of Elections' operations.

TAX COLLECTOR

CONSTITUTIONAL OFFICER – TAX COLLECTOR – To account for fees collected and funds disbursed in the operations of the Tax collector.

CLERK OF THE COURT

CONSTITUTIONAL OFFICER – CLERK OF THE COURT – To account for general operations of the Clerk of the Court.

FINE AND FORFEITURE FUND – This fund was established pursuant to Chapter 2004-265 Laws of Florida to account for court related revenues and expenditures and are required to be reported separately from the Clerk's general fund activities.

CLERK – OTHER SPECIAL REVENUE – This fund includes the Foreclosure Economic Recovery Fund which is used to account for appropriations provided pursuant to Chapter 2010-162 laws of Florida section 40 for workload associated with foreclosure and economic recovery.

OFFICIAL RECORDS MODERNIZATION – To account for funds generated by recording fees and court fines to upgrade the handling of official records and technology needs of courts.

SHERIFF

SHERIFF – OTHER SPECIAL REVENUE FUNDS – To account for the proceeds of specific revenue sources for the Alachua County Sheriff. Sub-funds included are:

Juvenile Programs
Inmate Welfare
False Alarm Reduction
COMSTAT Tactical Unit
SHSP-Issue 20
CJMHSAR Meridian Grant
Restitution
SHSP Issue 806A Grant
Federal Law Enforcement Trust Fund
Victim Advocate Grant
Invest Domestic Violence Deputy Grant
Radio Tower Grant Direct
PE&TI Grant
Safety Belt Enforcement Grant
Training Fund
Crime Prevention/Safe Neighborhood
Records Management System
HIDTA Grant
Problem Oriented Policing (POP)
Gainesville-Alachua Drug Task Force
Anti-firearms and Violence Grant
SHSP Issue 807B Grant
SHSP Issue 813 Grant
Extra Duty
Teen Court Program
ICAC Grant
Invest FCADV Grant
FEMA Wind Retrofit Grant
EDICS SHSGP Grant

PROPERTY APPRAISER

CONSTITUTIONAL OFFICER - PROPERTY APPRAISER - To account for operations of the Property Appraiser.

DEBT SERVICE FUND (819)

MAJOR FUND – BUDGETARY COMPARISON ONLY – See page 44 in the Notes for further information and pages 27 and 31 in the Basic Financial Statements for other financial information.

CAPITAL PROJECT FUNDS

MAJOR CAPITAL PROJECT FUNDS – BUDGETARY COMPARISON ONLY – See page 44 in the Notes for further information and pages 27-28 and 31-32 in the Basic Financial Statements for other financial information:

Other Capital Projects (820)
Wild Spaces & Public Places (825)
Transportation Trust Fund (824)

NON-MAJOR CAPITAL PROJECT FUNDS –

Alachua County Forever – Legacy Lands Program (822) – This fund is used to account for Alachua County Forever Bond Proceeds and subsequent property acquisitions of environmentally sensitive lands. The voters of Alachua County approved a bond referendum on November 7, 2000 and the Board of County Commissioners approved ordinances 00-13 and 01-23 to establish the Land Conservation Board and ordinances 00-100, 01-126, 01-137 and 01-137 detailing the land acquisition process. Subfunds include:

Legacy Lands Program (326)
AC Forever G.O. Bond Capital 2nd Issue (344)
2003 AC Forever G.O. Bond Capital (331)

Capital Preservation (826) – This fund is used to account for the maintenance and preservation of existing County facilities.

ALACHUA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2010

	SPECIAL REVENUE FUNDS			
	146	148	811	812
	STORMWATER MANAGEMENT	MSBU REFUSE COLLECTION	DRUG & LAW ENFORCEMENT	ENVIRONMENTAL
ASSETS				
Equity in pooled cash and investments	$ 31,898	$ 5,616,631	$ 345,250	$ 578,481
Other cash and equivalents	-	-	-	-
Investments	-	-	-	-
Accounts receivable	-	158,570	2,922	2,449
Due from other funds	-	38,105	2,796	-
Due from other governments	-	11,993	118,362	79,641
Inventories	-	-	-	-
Prepaid items	-	-	900	-
Total assets	$ 31,898	$ 5,825,299	$ 470,230	$ 660,571
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	9,101	313,378	35,582	36,910
Contracts payable	-	-	-	-
Due to individuals	-	-	-	1,124
Due to other funds	-	110	82,387	190,655
Due to other governments	-	632	450	-
Deposits	-	-	-	2,775
Deferred revenue	-	-	439,093	-
Total liabilities	9,101	314,120	557,512	231,464
Fund balances reserved for:				
Encumbrances	22,753	1,000	-	17,500
Records modernization	-	-	-	-
Mapping projects	-	-	-	-
Inventory & prepaid items	-	-	900	-
Unreserved-undesignated, reported in:				
Special revenue funds	44	5,510,179	(88,182)	411,607
Capital project funds	-	-	-	-
Total fund balances	22,797	5,511,179	(87,282)	429,107
Total liabilities and fund balances	$ 31,898	$ 5,825,299	$ 470,230	$ 660,571

	SPECIAL REVENUE FUNDS					
813	814	815	816	817	818	823
COURT RELATED	EMERGENCY SERVICES	HOUSING & LAND DEVELOPMENT	COMMUNITY SERVICES	TOURISM	OTHER SPECIAL REVENUE	SHIP LOCAL HOUSING ASSISTANCE
$ 868,975	$ 4,229,216	$ 386,380	$ 551,314	$ 2,887,811	$ 308,243	$ 130,746
-	-	-	-	1,000	-	-
-	-	-	-	-	-	-
8,244	86,192	75	-	57,858	-	4,550
-	58,360	-	332	-	-	-
242,480	677,914	1,008,095	147,537	-	-	-
-	-	718,297	-	-	-	-
-	-	259,678	-	-	-	-
$ 1,119,699	$ 5,051,682	$ 2,372,525	$ 699,183	$ 2,946,669	$ 308,243	$ 135,296
74,995	123,255	207,462	59,246	88,572	2,445	27,521
-	-	12,688	-	-	-	-
-	-	-	-	-	-	-
306,933	969,775	1,173,800	209,563	-	-	-
31,034	348,958	600	12,530	20,000	-	-
-	-	-	-	-	4,000	-
345,002	341,529	259,678	-	-	-	-
757,964	1,783,517	1,654,228	281,339	108,572	6,445	27,521
12,871	2,031,556	285,251	239,028	5,538	-	45,188
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	977,975	-	-	-	-
348,864	1,236,609	(544,929)	178,816	2,832,559	301,798	62,587
-	-	-	-	-	-	-
361,735	3,268,165	718,297	417,844	2,838,097	301,798	107,775
$ 1,119,699	$ 5,051,682	$ 2,372,525	$ 699,183	$ 2,946,669	$ 308,243	$ 135,296

ALACHUA COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2010

	SPECIAL REVENUE FUNDS				
	CONSTITUTIONAL OFFICER SUPERVISOR OF ELECTIONS	CONSTITUTIONAL OFFICER TAX COLLECTOR	CONSTITUTIONAL OFFICER CLERK OF COURT	FINE AND FORFEITURE FUND	OFFICIAL RECORDS MODERNIZATION
ASSETS					
Equity in pooled cash and investments	$ 692,090	$ -	$ -	$ -	$ -
Other cash and equivalents	-	1,911,855	132,390	715,760	85,733
Investments	-	-	-	-	820,707
Accounts receivable	234	-	-	-	274
Due from other funds	-	585,953	299	20,554	151
Due from other governments	9,103	285,398	571	42,357	-
Inventories	-				
Prepaid items	-	-	-	-	44,257
Total assets	$ 701,427	$ 2,783,206	$ 133,260	$ 778,671	$ 951,122
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued liabilities	207,186	164,446	92,347	91,914	9,532
Contracts payable	-	-	-	-	-
Due to individuals	-	-	-	271,011	-
Due to other funds	324,326	2,278,437	35,913	-	-
Due to other governments	-	340,323	-	-	-
Deposits	-	-	-	-	-
Deferred revenue	-	-	-	243,861	-
Total liabilities	531,512	2,783,206	128,260	606,786	9,532
Fund balances reserved for:					
Encumbrances	-	-	-	-	-
Records modernization	-	-	-	-	598,404
Mapping projects	-	-	-	-	-
Inventory & prepaid items	-	-	-	-	44,257
Unreserved-undesignated, reported in:					
Special revenue funds	169,915	-	5,000	171,885	298,929
Capital project funds	-	-	-	-	-
Total fund balances	169,915	-	5,000	171,885	941,590
Total liabilities and fund balances	$ 701,427	$ 2,783,206	$ 133,260	$ 778,671	$ 951,122

SPECIAL REVENUE FUNDS			CAPITAL PROJECT FUNDS		
CLERK OTHER SPECIAL REVENUE	SHERIFF OTHER SPECIAL REVENUE	CONSTITUTIONAL OFFICER PROPERTY APPRAISER	822 ALACHUA COUNTY FOREVER LEGACY LANDS	826 CAPITAL PRESERVATION	TOTAL NONMAJOR FUNDS
$ -	$ -	$ -	$ 3,088,544	$ 260,783	$ 19,976,362
-	3,045,442	193,572	-	-	6,085,752
-	-	-	-	-	820,707
-	67,894	-	124,444	1,881	515,587
-	80,392	-	-	16,579	803,521
20,554	640,720	-	-	-	3,284,725
			-	-	718,297
-	19,975	-	-	-	324,810
$ 20,554	$ 3,854,423	$ 193,572	$ 3,212,988	$ 279,243	$ 32,529,761
-	87,929	11,597	-	4,859	1,648,277
-	-	-	-	-	12,688
-	-	-	-	-	272,135
20,554	234,881	96,634	-	-	5,923,968
-	228,147	8,121	-	-	990,795
-	-	-	-	-	6,775
-	24,465	-	-	-	1,653,628
20,554	575,422	116,352	-	4,859	10,508,266
-	-	-	-	-	2,660,685
-	-	-	-	-	598,404
-	-	77,220	-	-	77,220
-	19,975	-	-	-	1,043,107
-	3,259,026	-	-	-	14,154,707
-	-	-	3,212,988	274,384	3,487,372
-	3,279,001	77,220	3,212,988	274,384	22,021,495
$ 20,554	$ 3,854,423	$ 193,572	$ 3,212,988	$ 279,243	$ 32,529,761

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	SPECIAL REVENUE FUNDS				
	146	148	811	812	813
	STORMWATER MANAGEMENT	MSBU REFUSE COLLECTION	DRUG & LAW ENFORCEMENT	ENVIRONMENTAL	COURT RELATED
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Permits and fees	-	-	-	46,070	-
Intergovernmental	-	677	454,401	647,043	352,445
Charges for services	-	64,377	193,211	229,791	1,051,540
Fines and forfeitures	-	-	103,981	-	-
Investment income	-	105,793	1,689	-	-
Special assessments and impact fees	-	5,634,232	-	-	-
Private donations	-	-	-	-	-
Miscellaneous	-	90,840	580	(268)	-
Total revenues	-	5,895,919	753,862	922,636	1,403,985
EXPENDITURES					
Current:					
General government	-	65	-	-	-
Public safety	-	-	770,105	-	-
Physical environment	33,908	4,922,301	-	879,623	-
Economic environment	-	-	-	-	-
Human services	-	-	12,397	-	846,116
Culture and recreation	-	-	-	61,798	-
Court cost	-	-	2,181	-	580,025
Excess fees distributed to State	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total expenditures	33,908	4,922,366	784,683	941,421	1,426,141
Excess (deficiency) of revenues over (under) expenditures	(33,908)	973,553	(30,821)	(18,785)	(22,156)
OTHER FINANCING SOURCES (USES)					
Transfers in	-	38,105	404,451	-	166,500
Transfers out			(816,306)		(57,255)
Total other financing sources & (uses)	-	38,105	(411,855)	-	109,245
Net change in fund balances	(33,908)	1,011,658	(442,676)	(18,785)	87,089
Fund balances - beginning	56,705	4,499,521	355,394	447,892	274,646
Fund balances - ending	$ 22,797	$ 5,511,179	$ (87,282)	$ 429,107	$ 361,735

SPECIAL REVENUE FUNDS					
814	815	816	817	818	823
EMERGENCY SERVICES	HOUSING & LAND DEVELOPMENT	COMMUNITY SERVICES	TOURISM	OTHER SPECIAL REVENUE	SHIP LOCAL HOUSING ASSISTANCE
$ -	$ -	$ -	$ 2,367,444	$ -	$ -
-	-	-	-	-	-
4,497,724	2,306,084	712,383	-	-	77,651
624,730	-	-	-	-	-
473,981	-	-	-	-	-
50,169	-	-	34,563	-	8,773
-	-	48,675	-	-	-
-	-	2,500	-	43,702	-
2,995	-	-	92,425	42,884	19,055
5,649,599	2,306,084	763,558	2,494,432	86,586	105,479
-	-	-	-	-	-
1,683,313	-	-	-	100	-
-	-	-	-	4,003	-
-	1,538,475	-	2,235,137	93,262	931,006
-	49,312	997,093	-	16,883	-
-	-	12,530	-	-	-
-	-	-	-	4,159	-
-	-	-	-	-	-
-	-	-	-	-	-
1,683,313	1,587,787	1,009,623	2,235,137	118,407	931,006
3,966,286	718,297	(246,065)	259,295	(31,821)	(825,527)
3,286,947	-	312,680	-	20,000	-
(6,815,454)			-		
(3,528,507)	-	312,680	-	20,000	-
437,779	718,297	66,615	259,295	(11,821)	(825,527)
2,830,386	-	351,229	2,578,802	313,619	933,302
$ 3,268,165	$ 718,297	$ 417,844	$ 2,838,097	$ 301,798	$ 107,775

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	SPECIAL REVENUE FUNDS				
	CONSTITUTIONAL OFFICER SUPERVISOR OF ELECTIONS	CONSTITUTIONAL OFFICER TAX COLLECTOR	CONSTITUTIONAL OFFICER CLERK OF COURT	FINE AND FORFEITURE FUND	OFFICIAL RECORDS MODERNIZATION
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ -
Permits and fees	-	-	-	-	-
Intergovernmental	39,803	-	-	6,089,452	-
Charges for services	212,666	7,132,243	830,535	5,262	340,672
Fines and forfeitures	-	-	-	-	486,743
Investment income	2,994	-	1,541	-	4,525
Special assessments	-	-	-	-	-
Private donations	-	-	-	-	-
Miscellaneous	-	-	2,303	-	33
Total revenues	255,463	7,132,243	834,379	6,094,714	831,973
EXPENDITURES					
Current:					
General government	1,538,316	4,918,217	2,767,834	-	-
Public safety	-	-	-	-	-
Physical environment	-	-	-	-	-
Economic environment	-	-	-	-	-
Human services	-	-	-	-	-
Culture and recreation	-	-	-	-	-
Court cost	-	-	284,413	5,988,280	430,209
Excess fees distributed to State	-	-	-	19,643	-
Capital outlay	-	-	-	-	-
Total expenditures	1,538,316	4,918,217	3,052,247	6,007,923	430,209
Excess (deficiency) of revenues over (under) expenditures	(1,282,853)	2,214,026	(2,217,868)	86,791	401,764
OTHER FINANCING SOURCES (USES)					
Transfers in	1,589,905	-	2,250,175	-	-
Transfers out	(324,326)	(2,214,026)	(32,307)		
Total other financing sources & (uses)	1,265,579	(2,214,026)	2,217,868	-	-
Net change in fund balances	(17,274)	-	-	86,791	401,764
Fund balances - beginning	187,189	-	5,000	85,094	539,826
Fund balances - ending	$ 169,915	$ -	$ 5,000	$ 171,885	$ 941,590

SPECIAL REVENUE FUNDS			CAPITAL PROJECT FUNDS		
			822	826	
CLERK OTHER SPECIAL REVENUE	SHERIFF OTHER SPECIAL REVENUE	CONSTITUTIONAL OFFICER PROPERTY APPRAISER	ALACHUA COUNTY FOREVER LEGACY LANDS	CAPITAL PRESERVATION	TOTAL NONMAJOR FUNDS
$ -	$ -	$ -	$ -	$ -	$ 2,367,444
-	172,031	-	-	-	218,101
30,831	718,423	-	-	-	15,926,917
-	645,592	386,624	-	-	11,717,243
-	600,069	-	1,050	-	1,665,824
-	14,015	-	49,414	181	273,657
-	-	-	-	-	5,682,907
-	-	-	-	-	46,202
-	209,683	1,174	65,759	52,528	579,991
30,831	2,359,813	387,798	116,223	52,709	38,478,286
-	-	4,301,705	-	-	13,526,137
-	2,365,262	-	-	-	4,818,780
-	-	-	-	-	5,839,835
-	-	-	-	-	4,797,880
-	-	-	-	-	1,921,801
-	-	-	-	-	74,328
30,831	-	-	-	-	7,320,098
-	-	-	-	-	19,643
-	-	-	-	147,325	147,325
30,831	2,365,262	4,301,705	-	147,325	38,465,827
	(5,449)	(3,913,907)	116,223	(94,616)	12,459
-	861,848	4,056,480	-	369,000	13,356,091
-		(95,008)			(10,354,682)
-	861,848	3,961,472	-	369,000	3,001,409
-	856,399	47,565	116,223	274,384	3,013,868
-	2,422,602	29,655	3,096,765	-	19,007,627
$ -	$ 3,279,001	$ 77,220	$ 3,212,988	$ 274,384	$ 22,021,495

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	STORMWATER MANAGEMENT (146)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and fees	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	-	-	-	-
Special assessments and impact fees	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	-	-	-	-
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	56,705	33,908	22,797
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	-	56,705	33,908	22,797
Excess (deficiency) of revenues over (under)expenditures	-	(56,705)	(33,908)	22,797
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	(56,705)	(33,908)	22,797
Fund balance - beginning	-	56,705	56,705	-
Fund balance - ending	$ -	$ -	$ 22,797	$ 22,797

MSBU - REFUSE COLLECTION (148)				DRUG & LAW ENFORCEMENT (811)			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
-	-	677	677	223,814	1,258,699	454,401	(804,298)
36,000	36,000	64,377	28,377	41,400	182,400	193,211	10,811
-	-	-	-	100,000	19,633	103,981	84,348
26,000	26,000	105,793	79,793	-	760	1,689	929
5,041,098	5,041,098	5,634,232	593,134	-	-	-	-
-	-	-	-	-	-	-	-
-	-	90,840	90,840	-	-	580	580
5,103,098	5,103,098	5,895,919	792,821	365,214	1,461,492	753,862	(707,630)
-	-	65	(65)	-	-	-	-
-	-	-	-	759,870	844,668	770,105	74,563
7,109,782	7,441,445	4,922,301	2,519,144	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	231,032	12,397	218,635
-	-	-	-	-	-	-	-
-	-	-	-	30,200	30,200	2,181	28,019
1,605,316	1,600,076	-	1,600,076	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
8,715,098	9,041,521	4,922,366	4,119,155	790,070	1,105,900	784,683	321,217
(3,612,000)	(3,938,423)	973,553	4,911,976	(424,856)	355,592	(30,821)	(386,413)
12,000	12,000	38,105	26,105	404,451	404,451	404,451	-
-	-	-	-	(126,400)	(1,028,727)	(816,306)	212,421
12,000	12,000	38,105	26,105	278,051	(624,276)	(411,855)	212,421
(3,600,000)	(3,926,423)	1,011,658	4,938,081	(146,805)	(268,684)	(442,676)	(173,992)
3,600,000	3,926,423	4,499,521	573,098	146,805	268,684	355,394	86,710
$ -	$ -	$ 5,511,179	$ 5,511,179	$ -	$ -	$ (87,282)	$ (87,282)

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	ENVIRONMENTAL (812)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Permits and fees	49,638	49,638	46,070	(3,568)
Intergovernmental	793,508	909,257	647,043	(262,214)
Charges for services	241,200	241,200	229,791	(11,409)
Fines and forfeitures	-	-	-	-
Investment income	-	-	-	-
Special assessments	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	(268)	(268)
Total revenues	1,084,346	1,200,095	922,636	(277,459)
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	1,048,853	1,500,382	879,623	620,759
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	270,130	368,705	61,798	306,907
Court cost	-	-	-	-
Reserve for contingency	8,855	8,855	-	8,855
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	1,327,838	1,877,942	941,421	936,521
Excess (deficiency) of revenues over (under)expenditures	(243,492)	(677,847)	(18,785)	659,062
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	(243,492)	(677,847)	(18,785)	659,062
Fund balance - beginning	243,492	677,847	447,892	(229,955)
Fund balance - ending	$ -	$ -	$ 429,107	$ 429,107

COURT RELATED (813)				EMERGENCY SERVICES (814)			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
466,353	1,153,062	352,445	(800,617)	4,360,466	5,090,233	4,497,724	(592,509)
1,207,817	1,207,817	1,051,540	(156,277)	523,789	523,789	624,730	100,941
-	-	-	-	582,000	582,000	473,981	(108,019)
-	-	-	-	41,000	43,100	50,169	7,069
-	-	-	-	-	-	-	-
10,000	10,000	-	(10,000)	-	-	-	-
-	-	-	-	-	-	2,995	2,995
1,684,170	2,370,879	1,403,985	(966,894)	5,507,255	6,239,122	5,649,599	(589,523)
-	-	-	-	-	-	-	-
-	-	-	-	2,101,478	4,688,326	1,683,313	3,005,013
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
874,494	1,575,559	846,116	729,443	-	-	-	-
-	-	-	-	-	-	-	-
856,476	915,404	580,025	335,379	-	-	-	-
51,000	167,286	-	167,286	10,364	1,013,657	-	1,013,657
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,781,970	2,658,249	1,426,141	1,232,108	2,111,842	5,701,983	1,683,313	4,018,670
(97,800)	(287,370)	(22,156)	265,214	3,395,413	537,139	3,966,286	3,429,147
166,500	166,500	166,500	-	3,501,659	3,530,396	3,286,947	(243,449)
(68,700)	(68,700)	(57,255)	11,445	(6,915,454)	(6,915,454)	(6,815,454)	100,000
97,800	97,800	109,245	11,445	(3,413,795)	(3,385,058)	(3,528,507)	(143,449)
-	(189,570)	87,089	276,659	(18,382)	(2,847,919)	437,779	3,285,698
-	189,570	274,646	85,076	18,382	2,847,919	2,830,386	(17,533)
$ -	$ -	$ 361,735	$ 361,735	$ -	$ -	$ 3,268,165	$ 3,268,165

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	HOUSING & LAND DEVELOPMENT (815)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	3,804,013	2,306,084	(1,497,929)
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	-	-	-	-
Special assessments and impact fees	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	-	3,804,013	2,306,084	(1,497,929)
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	3,656,213	1,538,475	2,117,738
Human services	-	147,800	49,312	98,488
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	-	3,804,013	1,587,787	2,216,226
Excess (deficiency) of revenues over (under)expenditures	-	-	718,297	718,297
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	-	-	718,297	718,297
Fund balance - beginning	-	-	-	-
Fund balance - ending	$ -	$ -	$ 718,297	$ 718,297

COMMUNITY SERVICES (816)				TOURISM (817)			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ 2,293,565	$ 2,293,565	$ 2,367,444	$ 73,879
-	-	-	-	-	-	-	-
407,134	1,243,141	712,383	(530,758)	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
200	200	-	(200)	12,704	12,704	34,563	21,859
45,900	45,900	48,675	2,775	-	-	-	-
25,005	84,580	2,500	(82,080)	-	-	-	-
-	-	-	-	-	-	92,425	92,425
478,239	1,373,821	763,558	(610,263)	2,306,269	2,306,269	2,494,432	188,163
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	2,491,092	3,183,025	2,235,137	947,888
677,786	1,584,180	997,093	587,087	-	-	-	-
-	250,000	12,530	237,470	-	-	-	-
-	-	-	-	-	-	-	-
3,100	3,100	-	3,100	54,913	872,762	-	872,762
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
680,886	1,837,280	1,009,623	827,657	2,546,005	4,055,787	2,235,137	1,820,650
(202,647)	(463,459)	(246,065)	217,394	(239,736)	(1,749,518)	259,295	2,008,813
162,647	354,038	312,680	(41,358)	-	-	-	-
-	-	-	-	-	-	-	-
162,647	354,038	312,680	(41,358)	-	-	-	-
(40,000)	(109,421)	66,615	176,036	(239,736)	(1,749,518)	259,295	2,008,813
40,000	109,421	351,229	241,808	239,736	1,749,518	2,578,802	829,284
$ -	$ -	$ 417,844	$ 417,844	$ -	$ -	$ 2,838,097	$ 2,838,097

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	OTHER SPECIAL REVENUE FUNDS (818)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	12,000	12,000	-	(12,000)
Investment income	-	-	-	-
Special assessments and impact fees	-	-	-	-
Private donations	11,850	21,850	43,702	21,852
Miscellaneous	5,000	45,000	42,884	(2,116)
Total revenues	28,850	78,850	86,586	7,736
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	5,550	5,550	100	5,450
Physical environment	3,500	12,296	4,003	8,293
Transportation	-	7,268	-	7,268
Economic environment	-	97,655	93,262	4,393
Human services	35,000	229,300	16,883	212,417
Culture and recreation	-	-	-	-
Court cost	5,500	27,750	4,159	23,591
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	49,550	379,819	118,407	261,412
Excess (deficiency) of revenues over (under)expenditures	(20,700)	(300,969)	(31,821)	269,148
OTHER FINANCING SOURCES (USES)				
Transfers in	-	20,000	20,000	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	20,000	20,000	-
Net change in fund balances	(20,700)	(280,969)	(11,821)	269,148
Fund balance - beginning	20,700	280,969	313,619	32,650
Fund balance - ending	$ -	$ -	$ 301,798	$ 301,798

SHIP FUNDS (823)				CONSTITUTIONAL OFFICER - SUPERVISOR OF ELECTIONS			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
110,563	110,563	77,651	(32,912)	-	33,374	39,803	6,429
-	-	-	-	127,810	217,810	212,666	(5,144)
-	-	-	-	-	-	-	-
50,000	50,000	8,773	(41,227)	-	-	2,994	2,994
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
50,000	50,000	19,055	(30,945)	-	-	-	-
210,563	210,563	105,479	(105,084)	127,810	251,184	255,463	4,279
-	-	-	-	1,667,715	2,081,893	1,538,316	543,577
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
210,563	1,143,864	931,006	212,858	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
210,563	1,143,864	931,006	212,858	1,667,715	2,081,893	1,538,316	543,577
-	(933,301)	(825,527)	107,774	(1,539,905)	(1,830,709)	(1,282,853)	547,856
-	-	-	-	1,589,905	1,589,905	1,589,905	-
-	-	-	-	(50,000)	-	(324,326)	(324,326)
-	-	-	-	1,539,905	1,589,905	1,265,579	(324,326)
-	(933,301)	(825,527)	107,774	-	(240,804)	(17,274)	223,530
110,563	933,301	933,302	1	-	240,804	187,189	(53,615)
$ 110,563	$ -	$ 107,775	$ 107,775	$ -	$ -	$ 169,915	$ 169,915

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	CONSTITUTIONAL OFFICER - TAX COLLECTOR			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	7,078,321	7,078,321	7,132,243	53,922
Fines and forfeitures	-	-	-	-
Investment income	-	-	-	-
Special assessments and impact fees	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	7,078,321	7,078,321	7,132,243	53,922
EXPENDITURES				
Current: General government	5,175,551	5,175,551	4,918,217	257,334
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	5,175,551	5,175,551	4,918,217	257,334
Excess (deficiency) of revenues over (under)expenditures	1,902,770	1,902,770	2,214,026	311,256
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	(1,902,770)	(1,902,770)	(2,214,026)	(311,256)
Total other financing sources (uses)	(1,902,770)	(1,902,770)	(2,214,026)	(311,256)
Net change in fund balances	-	-	-	-
Fund balance - beginning	-	-	-	-
Fund balance - ending	$ -	$ -	$ -	$ -

CONSTITUTIONAL OFFICER - CLERK OF COURT				CLERK OF COURT - FINE AND FORFEITURE FUND			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
-	-	-	-	4,569,493	6,077,657	6,089,452	11,795
1,030,000	1,030,000	830,535	(199,465)	507	904	5,262	4,358
-	-	-	-	-	-	-	-
2,000	2,000	1,541	(459)	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	2,303	2,303	-	-	-	-
1,032,000	1,032,000	834,379	(197,621)	4,570,000	6,078,561	6,094,714	16,153
2,997,749	2,997,749	2,767,834	229,915	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
284,426	284,426	284,413	13	4,570,000	6,163,655	5,988,280	175,375
-	-	-	-	-	-	-	-
						-	
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	19,643	(19,643)
-	-	-	-	-	-	-	-
3,282,175	3,282,175	3,052,247	229,928	4,570,000	6,163,655	6,007,923	155,732
(2,250,175)	(2,250,175)	(2,217,868)	32,307	-	(85,094)	86,791	171,885
2,250,175	2,250,175	2,250,175	-	-	-	-	-
-	-	(32,307)	(32,307)	-	-	-	-
2,250,175	2,250,175	2,217,868	(32,307)	-	-	-	-
-	-	-	-	-	(85,094)	86,791	171,885
-	-	5,000	5,000	-	85,094	85,094	-
$ -	$ -	$ 5,000	$ 5,000	$ -	$ -	$ 171,885	$ 171,885

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE AND CAPITAL PROJECT FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	CLERK OF COURT - OFFICIAL RECORDS MODERNIZATION			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE (NEGATIVE)
	ORIGINAL	FINAL	ACTUAL	
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	450,000	450,000	340,672	(109,328)
Fines and forfeitures	492,000	492,000	486,743	(5,257)
Investment income	3,000	3,000	4,525	1,525
Special assessments and impact fees	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	33	33
Total revenues	945,000	945,000	831,973	(113,027)
EXPENDITURES				
Current: General government	351,000	351,000	-	351,000
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	553,000	773,000	430,209	342,791
Reserve for contingency	-	-	-	-
Debt service			-	
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	904,000	1,124,000	430,209	693,791
Excess (deficiency) of revenues over (under)expenditures	41,000	(179,000)	401,764	580,764
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	41,000	(179,000)	401,764	580,764
Fund balance - beginning	356,000	356,000	539,826	183,826
Fund balance - ending	$ 397,000	$ 177,000	$ 941,590	$ 764,590

CLERK OF COURT - OTHER SPECIAL REVENUE				SHERIFF - OTHER SPECIAL REVENUE			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	141,500	173,000	172,031	(969)
-	30,831	30,831	-	1,456,339	1,467,978	718,423	(749,555)
-	-	-	-	350,000	646,000	645,592	(408)
-	-	-	-	352,000	596,533	600,069	3,536
-	-	-	-	-	14,056	14,015	(41)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	190,500	212,215	209,683	(2,532)
-	30,831	30,831	-	2,490,339	3,109,782	2,359,813	(749,969)
-	-	-	-	-	-	-	-
-	-	-	-	3,474,325	3,658,393	2,365,262	1,293,131
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	30,831	30,831	-	-	-	-	-
-	-	-	-	-	-	-	-
-	30,831	30,831	-	3,474,325	3,658,393	2,365,262	1,293,131
-	-	-	-	(983,986)	(548,611)	(5,449)	543,162
-	-	-	-	392,289	493,289	861,848	368,559
-	-	-	-	-	-	-	-
-	-	-	-	392,289	493,289	861,848	368,559
-	-	-	-	(591,697)	(55,322)	856,399	911,721
-	-	-	-	591,697	55,322	2,422,602	2,367,280
$ -	$ -	$ -	$ -	$ -	$ -	$ 3,279,001	$ 3,279,001

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
MAJOR AND NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	CONSTITUTIONAL OFFICER - PROPERTY APPRAISER			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	379,312	379,312	386,624	7,312
Fines and forfeitures	-	-	-	-
Investment income	-	-	-	-
Special assessments	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	1,174	1,174
Total revenues	379,312	379,312	387,798	8,486
EXPENDITURES				
Current: General government	4,435,792	4,435,792	4,301,705	134,087
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	4,435,792	4,435,792	4,301,705	134,087
Excess (deficiency) of revenues over (under)expenditures	(4,056,480)	(4,056,480)	(3,913,907)	142,573
OTHER FINANCING SOURCES (USES)				
Transfers in	4,056,480	4,056,480	4,056,480	-
Transfers out	-	-	(95,008)	(95,008)
Total other financing sources and uses	4,056,480	4,056,480	3,961,472	(95,008)
Net change in fund balances	-	-	47,565	47,565
Fund balance - beginning	-	-	29,655	29,655
Fund balance - ending	$ -	$ -	$ 77,220	$ 77,220

DEBT SERVICE (819)				OTHER CAPITAL PROJECTS (820)			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ 12,144,936	$ 12,144,936	$ 12,301,589	$ 156,653	$ 2,995,754	$ 2,995,754	$ 2,637,863	$ (357,891)
-	-	-	-	-	-	-	-
13,332,797	13,332,797	13,536,593	203,796	-	6,443,549	386,806	(6,056,743)
-	-	-	-	1,000,000	1,000,000	826,401	(173,599)
-	-	-	-	-	-	-	-
99,561	99,561	188,330	88,769	-	700,000	484,681	(215,319)
-	-	-	-	609,802	609,802	1,698,528	1,088,726
-	-	-	-	-	185,000	448,070	263,070
-	-	-	-	-	-	20,022	20,022
25,577,294	25,577,294	26,026,512	449,218	4,605,556	11,934,105	6,502,371	(5,431,734)
75,609	75,609	71,656	3,953	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
5,932,504	8,093,824	-	8,093,824	650,000	1,088,896	-	1,088,896
14,094,000	14,094,000	15,094,000	(1,000,000)	-	-	-	-
6,286,137	7,248,726	4,484,057	2,764,669	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	5,298,595	50,556,418	10,931,817	39,624,601
26,388,250	29,512,159	19,649,713	9,862,446	5,948,595	51,645,314	10,931,817	40,713,497
(810,956)	(3,934,865)	6,376,799	10,311,664	(1,343,039)	(39,711,209)	(4,429,446)	35,281,763
4,556,717	4,556,717	2,363,456	(2,193,261)	3,317,171	2,114,300	2,114,541	241
(9,906,435)	(9,906,435)	(7,687,200)	2,219,235	(2,283,235)	(2,556,949)	(2,453,459)	103,490
(5,349,718)	(5,349,718)	(5,323,744)	25,974	1,033,936	(442,649)	(338,918)	103,731
(6,160,674)	(9,284,583)	1,053,055	10,337,638	(309,103)	(40,153,858)	(4,768,364)	35,385,494
6,160,674	9,284,583	9,412,247	127,664	309,103	40,153,858	39,855,805	(298,053)
$ -	$ -	$ 10,465,302	$ 10,465,302	$ -	$ -	$ 35,087,441	$ 35,087,441

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
NONMAJOR GOVERNMENTAL FUNDS

	TRANSPORTATION TRUST (824)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	126,313	126,313	161,052	34,739
Fines and forfeitures	-	-	-	-
Investment income	-	232,798	244,103	11,305
Special assessments	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	-	5,617	5,617
Total revenues	126,313	359,111	410,772	51,661
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
	-	-	-	-
Capital outlay	126,313	17,325,243	4,471,884	12,853,359
Total expenditures	126,313	17,325,243	4,471,884	12,853,359
Excess (deficiency) of revenues over (under)expenditures	-	(16,966,132)	(4,061,112)	12,905,020
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources and uses	-	-	-	-
Net change in fund balances	-	(16,966,132)	(4,061,112)	12,905,020
Fund balance - beginning	-	16,966,132	16,966,134	2
Fund balance - ending	$ -	$ -	$ 12,905,022	$ 12,905,022

WILD SPACES & PUBLIC PLACES (825)				ALACHUA COUNTY FOREVER-LEGACY LANDS (822)			
BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
ORIGINAL	FINAL	ACTUAL	(NEGATIVE)	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	1,050	1,050
-	-	157,672	157,672	-	-	49,414	49,414
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	277,258	277,258	-	127,390	65,759	(61,631)
-	-	434,930	434,930	-	127,390	116,223	(11,167)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,814,000	14,283,962	6,604,374	7,679,588	-	3,096,747	-	3,096,747
1,814,000	14,283,962	6,604,374	7,679,588	-	3,096,747	-	3,096,747
(1,814,000)	(14,283,962)	(6,169,444)	8,114,518	-	(2,969,357)	116,223	3,085,580
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
(1,814,000)	(14,283,962)	(6,169,444)	8,114,518	-	(2,969,357)	116,223	3,085,580
1,814,000	14,283,962	14,283,963	1	-	2,969,357	3,096,765	127,408
$ -	$ -	$ 8,114,519	$ 8,114,519	$ -	$ -	$ 3,212,988	$ 3,212,988

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
MAJOR AND NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	CAPITAL PRESERVATION (826)			
	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Taxes	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	-	-	181	181
Special assessments	-	-	-	-
Private donations	-	-	-	-
Miscellaneous	-	127,390	52,528	(74,862)
Total revenues	-	127,390	52,709	(74,681)
EXPENDITURES				
Current: General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Court cost	-	-	-	-
Reserve for contingency	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest	-	-	-	-
Excess fees distributed to the State	-	-	-	-
Capital outlay	-	456,390	147,325	309,065
Total expenditures	-	456,390	147,325	309,065
Excess (deficiency) of revenues over (under)expenditures	-	(329,000)	(94,616)	234,384
OTHER FINANCING SOURCES (USES)				
Transfers in	-	329,000	369,000	40,000
Transfers out	-	-	-	-
Total other financing sources and uses	-	329,000	369,000	40,000
Net change in fund balances	-	-	274,384	274,384
Fund balance - beginning	-	-	-	-
Fund balance - ending	$ -	$ -	$ 274,384	$ 274,384

INTERNAL SERVICE FUNDS

COMPUTER REPLACEMENT (500) - This fund provides for purchases of some of the County's computer equipment and software. The fund purchases the equipment and charges the user departments a lease payment for their equipment over the expected useful life of the equipment.

SELF INSURANCE (501) - This fund provides insurance coverage for general liability, property damage, workers compensation and malpractice to the County and its employees. The County is self-insured, but does purchase policies for additional coverage for property, boiler & machinery, excess workers compensation and other specific liability coverage. Departments are billed annually for amounts based on a risk allocation cost study which considers such factors as losses incurred for workers compensation, auto and general liability, internal and external operating costs, and other insurance coverage.

FLEET MANAGEMENT (503) - This fund provides all repairs and maintenance for the County's vehicles and other heavy equipment. Departments and outside agencies are billed for fuel, parts and labor on a monthly basis.

TELEPHONE SERVICE (504) - This fund was established to account for the revenues and expenses related to the County's telephone system. This fund is supported by the billing of these services to those entities that utilize and receive the benefit of these services.

VEHICLE REPLACEMENT (506) - This fund provides vehicles to user departments, e.g., Codes Enforcement, Administrative Services, Public Safety, Public Works, etc. The fund purchases vehicles and in turn charges the user department a lease payment.

HEALTH INSURANCE (507) – This fund was established in fiscal year 2005 as a clearinghouse account for all health insurance payments for the County. Beginning fiscal year 2006 the County became self-insured for employee group health insurance coverage.

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF NET ASSETS
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2010

	500 COMPUTER REPLACEMENT	501 SELF INSURANCE	503 FLEET MANAGEMENT
ASSETS			
Current assets:			
Equity in pooled cash and investments	$ 959,358	$ 8,073,602	$ 1,470,374
Accounts receivable	-	-	38,488
Due from other funds	-	2,070,576	1,280
Due from other governments	-	-	16,658
Inventories	-	-	192,224
Total current assets	959,358	10,144,178	1,719,024
Noncurrent assets:			
Capital assets:			
Improvements other than buildings	-	-	1,224
Equipment	1,948,636	10,766	520,723
Less accumulated depreciation	(1,505,068)	(5,349)	(280,561)
Total capital assets (net of depreciation)	443,568	5,417	241,386
Total assets	1,402,926	10,149,595	1,960,410
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	49,588	65,016	168,307
Unearned revenue	-	-	-
Accrued compensated absences of a year or less	-	13,973	72,035
Estimated liability for self insured losses	-	1,304,864	-
Total current liabilities	49,588	1,383,853	240,342
Noncurrent liabilities:			
Accrued compensated absences more than a year	-	17,856	121,975
Estimated liability for self insured losses	-	5,438,087	-
Total noncurrent liabilities	-	5,455,943	121,975
Total liabilities	49,588	6,839,796	362,317
NET ASSETS			
Invested in capital assets	443,568	5,417	241,386
Unrestricted	909,770	3,304,382	1,356,707
Total net assets	$ 1,353,338	$ 3,309,799	$ 1,598,093

504 TELEPHONE SERVICE	506 VEHICLE REPLACEMENT	507 HEALTH INSURANCE	TOTAL
$ 797,699	$ 4,396,904	$ 9,723,086	$ 25,421,023
33,605	-	235,285	307,378
19,952	-	605,037	2,696,845
3,427	4,027	4,562	28,674
2,421	-	-	194,645
857,104	4,400,931	10,567,970	28,648,565
-	-	-	1,224
1,450,145	11,719,927	-	15,650,197
(1,290,855)	(6,149,251)	-	(9,231,084)
159,290	5,570,676	-	6,420,337
1,016,394	9,971,607	10,567,970	35,068,902
37,886	169,154	2,768,189	3,258,140
-	-	1,504,925	1,504,925
27,625	-	-	113,633
-	-	859,846	2,164,710
65,511	169,154	5,132,960	7,041,408
15,046	-	-	154,877
-	-	-	5,438,087
15,046	-	-	5,592,964
80,557	169,154	5,132,960	12,634,372
159,290	5,570,676	-	6,420,337
776,547	4,231,777	5,435,010	16,014,193
$ 935,837	$ 9,802,453	$ 5,435,010	$ 22,434,530

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET ASSETS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	500 COMPUTER REPLACEMENT	501 SELF INSURANCE	503 FLEET MANAGEMENT
Operating revenues:			
Charges for services	$ 706,403	$ 3,366,458	$ 3,614,289
Miscellaneous revenue	-	111,150	5,542
Total operating revenues	706,403	3,477,608	3,619,831
Operating expenses:			
Personal services	-	283,639	996,577
Depreciation	279,702	984	32,362
Indirect costs	-	235,367	287,253
Supplies and materials	126,929	5,107	2,247,512
Other services and charges	219,987	1,496,496	163,339
Claims and losses	-	1,162,908	-
Total operating expenses	626,618	3,184,501	3,727,043
Operating income (loss)	79,785	293,107	(107,212)
Nonoperating revenues:			
Net gain (loss) on disposal of capital assets	(1,213)	-	1,051
Investment income	-	-	19,452
Total nonoperating revenues	(1,213)	-	20,503
Change in net assets	78,572	293,107	(86,709)
Total net assets - beginning	1,274,766	3,016,692	1,684,802
Total net assets - ending	$ 1,353,338	$ 3,309,799	$ 1,598,093

504 TELEPHONE SERVICE	506 VEHICLE REPLACEMENT	507 HEALTH INSURANCE	TOTAL
$ 585,335	$ 2,261,380	$ 16,754,761	$ 27,288,626
343,562	-	397,218	857,472
928,897	2,261,380	17,151,979	28,146,098
412,889	-	-	1,693,105
115,083	1,117,681	-	1,545,812
70,021	-	-	592,641
30,868	-	-	2,410,416
289,457	-	2,270,765	4,440,044
-	-	15,942,414	17,105,322
918,318	1,117,681	18,213,179	27,787,340
10,579	1,143,699	(1,061,200)	358,758
(12,656)	293,189	-	280,371
11,388	-	149,295	180,135
(1,268)	293,189	149,295	460,506
9,311	1,436,888	(911,905)	819,264
926,526	8,365,565	6,346,915	21,615,266
$ 935,837	$ 9,802,453	$ 5,435,010	$ 22,434,530

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	500 COMPUTER REPLACEMENT	501 SELF INSURANCE	503 FLEET MANAGEMENT
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received for services	$ 706,403	$ 3,366,458	$ 3,588,462
Miscellaneous cash receipts	-	111,150	5,542
Cash paid to outside parties	(343,726)	(2,534,734)	(2,720,383)
Cash paid to employees	-	(278,879)	(989,075)
Net cash provided (used) by operating activities	362,677	663,995	(115,454)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Due from other funds	-	(1,380,384)	(934)
Due from other governments	-	-	(13,098)
Net cash provided (used) by noncapital financing activities	-	(1,380,384)	(14,032)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Payments for capital assets	(160,750)	-	(7,000)
Proceeds from sale of capital assets	-	-	1,051
Net cash provided (used) by capital and related financing activities	(160,750)	-	(5,949)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest received	-	-	19,452
Net cash provided by investing activities	-	-	19,452
Net change in cash and equivalents	201,927	(716,389)	(115,983)
Cash and equivalents, October 1, 2009	757,431	8,789,991	1,586,357
Cash and equivalents, September 30, 2010	$ 959,358	$ 8,073,602	$ 1,470,374
Cash and equivalents classified as:			
Equity in pooled cash and investments	959,358	8,073,602	1,470,374
Total	$ 959,358	$ 8,073,602	$ 1,470,374
Reconciliation of operating income to net cash provided (used) by operating activities:			
Operating income (loss)	$ 79,785	$ 293,107	$ (107,212)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Depreciation expense	279,702	984	32,362
Increase in accrued estimated self-insured losses	-	370,037	-
(Increase) in accounts receivable	-	-	(25,827)
Increase in accrued compensated absences	-	4,760	7,502
Increase in unearned revenue	-	-	-
(Increase) decrease in inventories	-	-	1,894
Increase(decrease) in accounts payable	3,190	(4,893)	(24,173)
Total adjustments	282,892	370,888	(8,242)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	$ 362,677	$ 663,995	$ (115,454)

504 TELEPHONE SERVICE	506 VEHICLE REPLACEMENT	507 HEALTH INSURANCE	TOTAL
$ 556,842	$ 2,261,380	$ 17,350,707	$ 27,830,252
343,562	-	397,218	857,472
(381,831)	169,154	(16,819,588)	(22,631,108)
(412,058)	-	-	(1,680,012)
106,515	2,430,534	928,337	4,376,604
20,891	-	(605,037)	(1,965,464)
(3,220)	(4,026)	1,508	(18,836)
17,671	(4,026)	(603,529)	(1,984,300)
(65,049)	(1,784,051)	-	(2,016,850)
-	298,753	-	299,804
(65,049)	(1,485,298)	-	(1,717,046)
11,388	-	149,295	180,135
11,388	-	149,295	180,135
70,525	941,210	474,103	855,393
727,174	3,455,694	9,248,983	24,565,630
$ 797,699	$ 4,396,904	$ 9,723,086	$ 25,421,023
797,699	4,396,904	9,723,086	25,421,023
$ 797,699	$ 4,396,904	$ 9,723,086	$ 25,421,023
$ 10,579	$ 1,143,699	$ (1,061,200)	$ 358,758
115,083	1,117,681	-	1,545,812
-	-	53,836	423,873
(28,493)	-	-	(54,320)
831	-	-	13,093
-	-	724,096	724,096
(496)	-	-	1,398
9,011	169,154	1,211,605	1,363,894
95,936	1,286,835	1,989,537	4,017,846
$ 106,515	$ 2,430,534	$ 928,337	$ 4,376,604

FIDUCIARY FUNDS

AGENCY FUNDS

BOARD OF COUNTY COMMISSIONERS

WORK RELEASE TRUST (602) - To collect and account for the cash, receipts and disbursements of work release participants. Individual resident account records are maintained and there are no commissary sales to these residents. On a monthly basis, 50% of a resident's earnings are charged to their respective accounts for room and board.

COMBINATION AGENCY (603) - To account for unclaimed tax refunds, unclaimed tax certificates, tax deed overbids, unclaimed evidence money and any unclaimed payables that are held in trust for claimants.

TAX COLLECTOR

AGENCY FUND – This fund is used to account for resources held in a purely custodial capacity.

CLERK OF THE COURT

GENERAL TRUST - This fund is a central clearing account for monies received, and the receipt and disbursement of fines and service charges.

DOMESTIC RELATIONS - This fund accounts for the collection and disbursement of court-ordered alimony and child support payments that are not administered by the State Depository Unit (SDU).

REGISTRY OF COURT - This fund accounts for the collection and disbursement of deposits required by circuit and county court legal actions.

JURY AND WITNESS - This fund accounts for the receipt and disbursement of funds to jurors and witnesses on behalf of county and state agencies.

CASH BONDS - Accounts for funds received from defendants of criminal and civil arrests required to assure that the defendant would meet the requirement to appear in court. Disposition of these bond funds is made as ordered by the court.

SHERIFF

INDIVIDUAL DEPOSITORY - Accounts for fees charged for the service of process in civil cases. These nonrefundable fees are set by Section 30.231 of the Florida Statutes. The costs of executing enforceable writs are also handled through this fund. On a monthly basis, these fees are remitted to the the Board of County Commissioners.

SUSPENSE - Accounts for the receipt and disbursement of funds received from various sources such as purges for child support, transportation, restitution, miscellaneous service contracts, proceeds from court-ordered sale of abandoned property, etc. Disbursement of these funds is made in accordance with the purpose of the receipt and any balance remaining is remitted monthly to the the Board of County Commissioners.

EVIDENCE TRUST - Accounts for funds held for safekeeping relating to evidentiary matters.

INMATE TRUST - Accounts for inmates' cash receipts and disbursements. Individual inmate account records are maintained and commissary sales recorded. This fund makes disbursements from individual accounts as requested by the inmates to the extent of their available funds.

FLEXIBLE SPENDING TRUST – Accounts for employees' health care and dependent care contributions not covered under health insurance plan from before-tax dollars limited to a maximum contribution of $5,000 per year.

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
SEPTEMBER 30, 2010

AGENCY FUNDS

	602 WORK RELEASE TRUST	603 COMBINATION AGENCY	TAX COLLECTOR AGENCY	GENERAL TRUST
ASSETS				
Equity in pooled cash and investments	$ -	$ 173,782	$ -	$ -
Other cash and equivalents	13,297	-	5,684,554	978,974
Investments - SBA Fund B	-	-	-	-
Due from individuals	-	-	9,968	6,886
Due from other governments	-	-	6,165	-
Total assets	13,297	173,782	5,700,687	985,860
LIABILITIES				
Assets held for others	-	-	843,967	177,656
Due to other governments	-	-	248,190	808,204
Deposits held in escrow	13,297	173,782	-	-
Deposits - installment taxes	-	-	4,608,530	-
Total liabilities	13,297	173,782	5,700,687	985,860
NET ASSETS	$ -	$ -	$ -	$ -

AGENCY FUNDS

DOMESTIC RELATIONS	REGISTRY OF COURT	JURY AND WITNESS	CASH BONDS	INDIVIDUAL DEPOSITORY	SUSPENSE
$ -	$ -	$ -	$ -	$ -	$ -
-	408,012	3,314	235,308	11,272	-
-	180,327	-	-	-	-
853	-	-	-	1,199	-
135	-	-	-	9,276	22,145
988	588,339	3,314	235,308	21,747	22,145
-	588,339	497	235,308	20,501	22,145
988	-	2,817	-	1,246	-
-	-	-	-	-	-
-	-	-	-	-	-
988	588,339	3,314	235,308	21,747	22,145
$ -	$ -	$ -	$ -	$ -	$ -

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET ASSETS
FIDUCIARY FUNDS
SEPTEMBER 30, 2010

	AGENCY FUNDS			
	EVIDENCE TRUST	INMATE TRUST	FLEXIBLE SPENDING TRUST	TOTAL
ASSETS				
Equity in pooled cash and investments	$ -	$ -	$ -	$ 173,782
Other cash and equivalents	63,949	20,916	16,883	7,436,479
Investments - SBA Fund B	-	-	-	180,327
Due from individuals	-	-	-	18,906
Due from other governments	-	-	-	37,721
Total assets	63,949	20,916	16,883	7,847,215
LIABILITIES				
Assets held for others	63,949	20,916	16,883	1,990,161
Due to other governments	-	-	-	1,061,445
Deposits held in escrow	-	-	-	187,079
Deposits - installment taxes	-	-	-	4,608,530
Total liabilities	63,949	20,916	16,883	7,847,215
NET ASSETS	$ -	$ -	$ -	$ -

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BALANCE OCTOBER 1, 2009	ADDITIONS	DEDUCTIONS	BALANCE SEPTEMBER 30, 2010
WORK RELEASE TRUST FUND (602)				
ASSETS				
Other cash and equivalents	$ 21,585	$ 534,822	$ 543,110	$ 13,297
LIABILITIES				
Deposits held in escrow	$ 21,585	$ 316,080	$ 324,368	$ 13,297
COMBINATION AGENCY (603)				
ASSETS				
Equity in pooled cash and investments	$ 237,918	$ 66,331	$ 130,467	$ 173,782
LIABILITIES				
Deposits held in escrow	$ 237,918	$ 66,207	$ 130,343	$ 173,782
TAX COLLECTOR - AGENCY				
ASSETS				
Other cash and equivalents	$ 4,649,440	$ 220,258,345	$ 219,223,231	$ 5,684,554
Due from individuals	9,016	870,558	869,606	9,968
Due from other governments	5,069	189,598	188,502	6,165
	$ 4,663,525	$ 221,318,501	$ 220,281,339	$ 5,700,687
LIABILITIES				
Assets held for others	$ 226,571	$ 18,064,806	$ 17,447,410	$ 843,967
Due to other governments	219,690	198,264,699	198,236,199	248,190
Deposits - installment taxes	4,217,264	4,988,996	4,597,730	4,608,530
	$ 4,663,525	$ 221,318,501	$ 220,281,339	$ 5,700,687
GENERAL TRUST				
ASSETS				
Other cash and equivalents	$ 1,118,328	$ 27,014,744	$ 27,154,098	$ 978,974
Due from individuals	5,630	688,929	687,673	6,886
	$ 1,123,958	$ 27,703,673	$ 27,841,771	$ 985,860
LIABILITIES				
Assets held for others	$ 139,435	$ 3,167,712	$ 3,129,491	$ 177,656
Due to other governments	984,523	24,535,961	24,712,280	808,204
	$ 1,123,958	$ 27,703,673	$ 27,841,771	$ 985,860

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BALANCE OCTOBER 1, 2009	ADDITIONS	DEDUCTIONS	BALANCE SEPTEMBER 30, 2010
DOMESTIC RELATIONS				
ASSETS				
Other cash and equivalents	$ -	$ 542,599	$ 542,599	$ -
Due from individuals	488	365	-	853
Due from other governments	262	73,295	73,422	135
	$ 750	$ 616,259	$ 616,021	$ 988
LIABILITIES				
Due to other governments	$ 750	$ 469,183	$ 468,945	$ 988
REGISTRY OF COURT				
ASSETS				
Other cash and equivalents	$ 782,327	$ 3,185,958	$ 3,560,273	$ 408,012
Investments - SBA Fund B	181,364	172,074	173,111	180,327
	$ 963,691	$ 3,358,032	$ 3,733,384	$ 588,339
LIABILITIES				
Assets held for others	$ 963,691	$ 3,111,713	$ 3,487,065	$ 588,339
JURY AND WITNESS				
ASSETS				
Other cash and equivalents	$ 3,757	$ 39,458	$ 39,901	$ 3,314
Due from other governments	664	-	664	-
	$ 4,421	$ 39,458	$ 40,565	$ 3,314
LIABILITIES				
Assets held for others	$ 2,145	$ 712	$ 2,360	$ 497
Due to other governments	2,276	39,673	39,132	2,817
	$ 4,421	$ 40,385	$ 41,492	$ 3,314
CASH BONDS				
ASSETS				
Other cash and equivalents	$ 235,891	$ 558,628	$ 559,211	$ 235,308
Due from individuals	71	-	71	-
	$ 235,962	$ 558,628	$ 559,282	$ 235,308
LIABILITIES				
Assets held for others	$ 235,962	$ 558,556	$ 559,210	$ 235,308

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BALANCE OCTOBER 1, 2009	ADDITIONS	DEDUCTIONS	BALANCE SEPTEMBER 30, 2010
INDIVIDUAL DEPOSITORY				
ASSETS				
Other cash and equivalents	$ -	$ 45,629	$ 34,357	$ 11,272
Due from individuals	1,105	1,269	1,175	1,199
Due from other governments	1,314	13,587	5,625	9,276
	$ 2,419	$ 60,485	$ 41,157	$ 21,747
LIABILITIES				
Assets held for others	$ 1,001	$ 53,213	$ 33,713	20,501
Due to other governments	1,418	6,073	6,245	1,246
	$ 2,419	$ 59,286	$ 39,958	$ 21,747
SUSPENSE				
ASSETS				
Due from individuals	$ -	$ -	$ -	$ -
Due from other governments	8,138	16,276	2,269	22,145
	$ 8,138	$ 16,276	$ 2,269	$ 22,145
LIABILITIES				
Assets held for others	$ 8,138	$ 16,057	$ 2,050	$ 22,145
EVIDENCE TRUST				
ASSETS				
Other cash and equivalents	$ 62,972	$ 53,533	$ 52,556	$ 63,949
Due from individuals	700	-	700	-
	$ 63,672	$ 53,533	$ 53,256	$ 63,949
LIABILITIES				
Assets held for others	$ 63,672	$ 53,533	$ 53,256	$ 63,949
INMATE TRUST				
ASSETS				
Other cash and equivalents	$ 29,325	$ 1,280,028	$ 1,288,437	$ 20,916
LIABILITIES				
Assets held for others	$ 29,317	$ 1,280,028	$ 1,288,429	$ 20,916
Due to other governments	8	-	8	-
	$ 29,325	$ 1,280,028	$ 1,288,437	$ 20,916

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	BALANCE OCTOBER 1, 2009	ADDITIONS	DEDUCTIONS	BALANCE SEPTEMBER 30, 2010
FLEXIBLE SPENDING TRUST				
ASSETS				
Other cash and equivalents	$ 7,343	$ 105,153	$ 95,613	$ 16,883
Due from individuals	-	-	-	-
	$ 7,343	$ 105,153	$ 95,613	$ 16,883
LIABILITIES				
Assets held for others	$ 7,343	$ 105,153	$ 95,613	$ 16,883
COMBINED TOTALS				
ASSETS				
Equity in pooled cash and investments	$ 237,918	$ 66,331	$ 130,467	$ 173,782
Other cash and equivalents	6,910,968	253,618,897	253,093,386	7,436,479
Investments - SBA Fund B	181,364	172,074	173,111	180,327
Due from individuals	17,010	1,561,121	1,559,225	18,906
Due from other governments	15,447	292,756	270,482	37,721
Total assets	$ 7,362,707	$ 255,711,179	$ 255,226,671	$ 7,847,215
LIABILITIES				
Assets held for others	$ 1,677,275	$ 26,411,483	$ 26,098,597	$ 1,990,161
Due to other governments	1,208,665	223,315,589	223,462,809	1,061,445
Deposits held in escrow	259,503	382,287	454,711	187,079
Deposits - installment taxes	4,217,264	4,988,996	4,597,730	4,608,530
Total liabilities	$ 7,362,707	$ 255,098,355	$ 254,613,847	$ 7,847,215

COMPONENT UNITS –DISCRETELY PRESENTED

MURPHREE LAW LIBRARY (855) - This fund was established by the Alachua County Board of County Commission Resolution 83-82, pursuant to Florida Statute 28.241, to account for the receipt and disbursement of funds designated for functions of a central law library. Funding comes from certain filing fees for civil actions in County and Circuit Courts.

ALACHUA COUNTY HOUSING FINANCE AUTHORITY GENERAL FUND (850) - This fund was established to account for the receipt and disbursement of funds for the Alachua County Housing Finance Authority, which provides funding for low-income housing.

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF NET ASSETS
NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
SEPTEMBER 30, 2010

	855 MURPHREE LAW LIBRARY	850 ALACHUA COUNTY HOUSING FINANCE AUTHORITY	TOTAL NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
ASSETS			
Current assets:			
Equity in pooled cash & investments	$ 74,382	$ 385,189	$ 459,571
Accounts receivable	11,312	498	11,810
Due from other governments	2,140	-	2,140
Total current assets	87,834	385,687	473,521
Non-current assets:			
Equipment	1,850	-	1,850
Less accumulated depreciation	(401)	-	(401)
Total capital assets (net of depreciation)	1,449	-	1,449
Total assets	89,283	385,687	474,970
LIABILITIES			
Current liabilities:			
Accounts payable	5,694	3,990	9,684
Accrued compensated absences of a year or less	307	-	307
Total current liabilities	6,001	3,990	9,991
Total liabilities	6,001	3,990	9,991
NET ASSETS			
Invested in capital assets	1,449	-	1,449
Unrestricted	81,833	381,697	463,530
Total net assets	$ 83,282	$ 381,697	$ 464,979

ALACHUA COUNTY, FLORIDA
COMBINING STATEMENT OF ACTIVITIES
NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	855 MURPHREE LAW LIBRARY	850 ALACHUA COUNTY HOUSING FINANCE AUTHORITY	TOTAL NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
Operating expenses:			
Personal services	$ 36,671	$ -	$ 36,671
Supplies and materials	41,815	-	41,815
Other services and charges	882	58,584	59,466
Depreciation	370	-	370
Total operating expenses	$ 79,738	$ 58,584	$ 138,322
Program revenues:			
Charges for services	60,552	-	60,552
Operating grants and contributions	529	-	529
Total operating revenues	61,081	-	61,081
Total net expense	(18,657)	(58,584)	(77,241)
General revenues:			
Interest earnings	1,448	6,383	7,831
Miscellaneous	20	54,824	54,844
Total general revenues	1,468	61,207	62,675
Changes in net assets	(17,189)	2,623	(14,566)
Net assets - beginning	100,471	379,074	479,545
Net assets - ending	$ 83,282	$ 381,697	$ 464,979

ALACHUA COUNTY, FLORIDA
BALANCE SHEET
NONMAJOR DESCRETELY PRESENTED COMPONENT UNITS
SEPTEMBER 30, 2010

	855 MURPHREE LAW LIBRARY	850 ALACHUA COUNTY HOUSING FINANCE AUTHORITY	TOTAL NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
ASSETS			
Equity in pooled cash and investments	$ 74,382	$ 385,189	$ 459,571
Accounts receivable	11,312	498	11,810
Due from other governments	2,140	-	2,140
Total assets	$ 87,834	$ 385,687	$ 473,521
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued liabilities	5,694	3,990	9,684
Total liabilities	5,694	3,990	9,684
Fund balances reserved for:			
Encumbrances	-	4,750	4,750
Unreserved-undesignated	82,140	376,947	459,087
Total fund balances	82,140	381,697	463,837
Total liabilities and fund balances	$ 87,834	$ 385,687	$ 473,521

Reconciliation of the Balance Sheet to the Statement of Net Assets - Discretely Presented Component Units

Fund balances	$ 463,837
Amounts reported for governmental activities in the Statement of Net Assets are different because:	
Long-term liabilities are not due and payable in the current period and therefore are not reported in the fund financial statements	(307)
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.	1,449
Net assets of governmental activities	$ 464,979

ALACHUA COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

	855 MURPHREE LAW LIBRARY	850 ALACHUA COUNTY HOUSING FINANCE AUTHORITY	TOTAL NONMAJOR DISCRETELY PRESENTED COMPONENT UNITS
REVENUES			
Charges for services	$ 60,553	$ -	$ 60,553
Investment income	1,448	6,383	7,831
Private donations	529	-	529
Miscellaneous	20	54,824	54,844
Total revenues	62,550	61,207	123,757
EXPENDITURES			
Current:			
Economic environment	-	58,584	58,584
Court cost	79,066	-	79,066
Total expenditures	79,066	58,584	137,650
Excess (deficiency) of revenues over (under) expenditures	(16,516)	2,623	(13,893)
Net change in fund balances	(16,516)	2,623	(13,893)
Fund balances - beginning	98,656	379,074	477,730
Fund balances - ending	$ 82,140	$ 381,697	$ 463,837

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities

Net change in fund balances	$ (13,893)
Amounts reported for governmental activities in the Statement of Activies are different because:	
Governmental funds report capital outlay as expenditures; however in the Statement of Activities, the cost of those assets is allocated over their useful lives as depreciation. This is the amount by which capital outlay expenditures exceded depreciation in the current period.	(370)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds.	(303)
Changes in net assets of governmental activities	$ (14,566)

ALACHUA COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
DISCRETELY PRESENTED COMPONENT UNITS
FOR THE YEAR ENDED SEPTEMBER 30, 2010

MURPHREE LAW LIBRARY (855)

	BUDGETED AMOUNTS			VARIANCE WITH FINAL BUDGET - POSITIVE
	ORIGINAL	FINAL	ACTUAL	(NEGATIVE)
REVENUES				
Charges for services	$ -	$ 72,975	$ 60,553	$ (12,422)
Investment income	-	3,300	1,448	(1,852)
Private donations	-	-	529	529
Miscellaneous	-	-	20	20
Total revenues	-	76,275	62,550	(13,725)
EXPENDITURES				
Current:	-	-	-	-
Court cost	-	86,277	79,066	7,211
Reserve for contingency	-	84,998	-	84,998
Total expenditures	-	171,275	79,066	92,209
Excess (deficiency) of revenues over (under)expenditures	-	(95,000)	(16,516)	78,484
Fund balance - beginning	-	95,000	98,656	3,656
		-		
Fund balance - ending	$ -	$ -	$ 82,140	$ 82,140

ALACHUA COUNTY HOUSING FINANCE AUTHORITY (850)

REVENUES				
Investment income	$ -	$ -	$ 6,383	$ 6,383
Miscellaneous	34,442	34,442	54,824	20,382
Total revenues	34,442	34,442	61,207	26,765
EXPENDITURES				
Current:				
Economic environment	299,942	373,515	58,584	314,931
Reserve for contingency	-	40,000	-	40,000
Total expenditures	299,942	413,515	58,584	354,931
Excess (deficiency) of revenues over (under)expenditures	(265,500)	(379,073)	2,623	381,696
Fund balance - beginning	265,500	379,073	379,074	1
Fund balance - ending	$ -	$ -	$ 381,697	$ 1

STATISTICAL SECTION

STATISTICAL SECTION

This part of Alachua County's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the government's overall financial health.

Contents — Page

Financial Trends 148

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity 156

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity 162

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information 168

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information 170

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived form the Comprehensive Annual Reports for the relevant year.

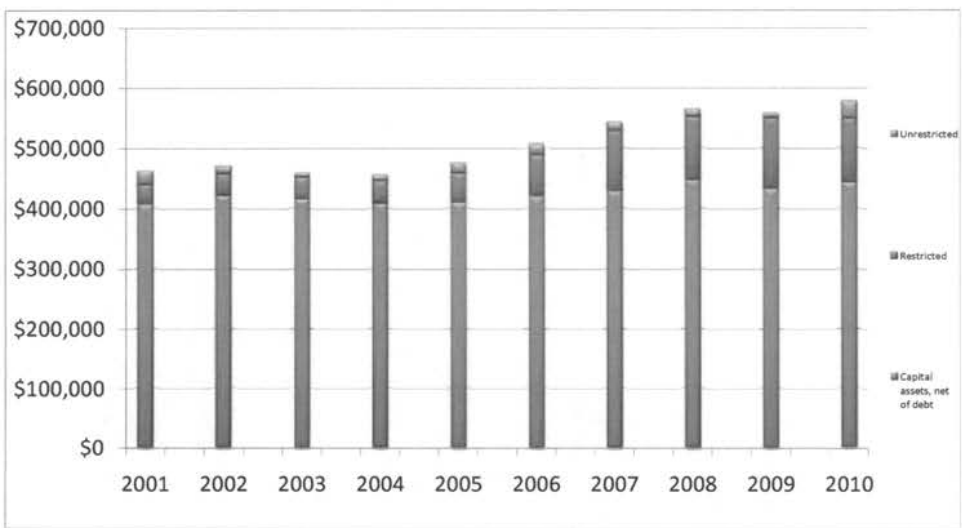
Schedule 1
ALACHUA COUNTY, FLORIDA
NET ASSETS BY COMPONENT
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal year			
	2001	**2002**	**2003**	**2004**
Governmental activities				
Invested in capital assets, net of related debt	$ 395,257,849	$ 409,316,805	$ 404,714,079	$ 396,664,368
Restricted	31,418,937	35,428,354	35,640,208	37,355,840
Unrestricted	17,934,641	11,069,090	6,626,452	8,881,568
Total governmental activities net assets	$ 444,611,427	$ 455,814,249	$ 446,980,739	$ 442,901,776
Business-type activities				
Invested in capital assets, net of related debt	$ 11,433,239	$ 11,672,153	$ 11,581,195	$ 11,146,256
Restricted	-	-	-	-
Unrestricted	4,694,169	1,430,104	1,040,054	1,434,558
Total business-type activities net assets	$ 16,127,408	$ 13,102,257	$ 12,621,249	$ 12,580,814
Primary government				
Invested in capital assets, net of related debt	$ 406,691,088	$ 420,988,958	$ 416,295,274	$ 407,810,624
Restricted	31,418,937	35,428,354	35,640,208	37,355,840
Unrestricted	22,628,810	12,499,194	7,666,506	10,316,126
Total primary government net assets	$ 460,738,835	$ 468,916,506	$ 459,601,988	$ 455,482,590

Fiscal year					
2005	2006	2007	2008	2009	2010
$ 398,477,391	$ 409,133,900	$ 417,974,105	$ 436,552,082	$ 423,152,083	$ 432,141,510
47,790,534	67,937,176	98,778,966	103,640,837	116,438,328	105,937,682
16,329,883	17,061,875	12,428,216	8,980,530	2,408,526	22,234,775
$ 462,597,808	$ 494,132,951	$ 529,181,287	$ 549,173,449	$ 541,998,937	$ 560,313,967
$ 11,045,859	$ 10,953,575	$ 10,430,476	$ 10,279,536	$ 10,431,844	$ 10,102,067
-	261,077	434,143	753,935	665,600	472,420
1,225,508	1,547,795	2,931,772	3,683,421	4,559,708	7,205,263
$ 12,271,367	$ 12,762,447	$ 13,796,389	$ 14,716,892	$ 15,657,152	$ 17,779,750
$ 409,523,250	$ 420,087,475	$ 428,404,581	$ 446,831,618	$ 433,583,927	$ 442,243,577
47,790,534	68,198,253	99,213,109	104,394,772	117,103,928	106,410,102
17,555,391	18,609,670	15,359,988	12,663,951	6,968,234	29,440,038
$ 474,869,175	$ 506,895,398	$ 542,977,676	$ 563,890,341	$ 557,656,089	$ 578,093,717

Total Primary Government - Net Assets

(Amounts expressed in thousands)



Schedule 2
ALACHUA COUNTY, FLORIDA
CHANGES IN NET ASSETS
LAST TEN FISCAL YEARS
(accrual basis of accounting)

	Fiscal Year									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Expenses										
Governmental activities:										
Administration	$ 24,881,005	$ 26,634,438	$ 26,225,299	$ 27,606,055	$ 30,963,224	$ 36,898,394	$ 42,541,401	$ 44,001,091	$ 43,513,311	$ 42,228,289
Community services	8,920,868	10,228,447	10,605,716	11,057,807	12,055,208	13,964,098	14,955,326	16,163,933	18,267,769	19,574,960
Corrections	17,220,888	18,183,866	19,846,235	20,237,060	21,710,160	23,619,110	25,108,328	26,644,516	27,977,357	27,802,365
Courts	14,301,134	16,794,357	19,930,708	19,377,967	17,733,587	20,498,124	21,656,031	22,259,861	22,516,808	22,152,800
Culture & recreation	1,492,212	1,662,459	1,621,328	1,829,795	1,596,226	1,751,067	2,118,880	1,959,727	1,963,974	2,620,000
Tourist development	1,767,916	2,089,645	1,606,607	1,465,766	1,613,170	1,629,274	1,832,697	2,169,482	2,204,062	2,274,812
Emergency services	13,926,132	16,270,390	23,113,667	27,175,808	29,831,108	29,137,065	31,491,242	31,889,636	30,861,300	30,118,804
Environmental services	2,330,211	2,393,021	2,114,012	2,263,953	2,292,391	2,554,639	2,640,608	2,784,239	2,839,515	2,790,166
Growth management	3,059,717	2,921,536	3,496,765	4,172,215	3,429,737	3,573,283	4,968,513	4,864,406	4,764,756	4,468,464
Law enforcement	29,449,163	30,882,182	25,362,248	25,944,233	26,770,195	28,172,662	30,976,917	32,494,265	33,149,063	32,565,956
Solid waste collection	2,791,716	3,437,474	3,301,642	3,344,876	3,098,051	3,601,815	3,950,855	4,290,135	3,928,724	4,728,027
Transportation	20,515,581	21,648,915	26,818,185	22,306,661	22,695,531	23,377,931	25,096,355	23,882,441	42,820,787	23,360,193
Interest on long-term debt	2,803,178	2,810,333	2,771,457	2,875,183	2,775,576	3,134,907	4,524,190	4,259,461	4,510,052	4,236,944
Total governmental activities expenses	143,459,721	155,957,063	166,813,869	169,657,379	176,564,164	191,912,369	211,861,343	217,663,193	239,317,478	218,921,780
Business-type activities:										
Solid waste disposal system	9,261,124	10,567,528	10,288,833	10,467,260	11,481,362	12,105,580	12,640,404	12,699,941	13,038,175	11,420,657
Codes enforcement	1,442,263	1,504,109	1,590,022	1,571,104	1,692,798	1,853,941	1,952,130	1,730,004	1,373,495	1,184,667
Non-emergency transport *	120,284	79,495	51,753	-	-	-	-	-	-	-
Total business-type activities	10,823,671	12,151,132	11,930,608	12,038,364	13,174,160	13,959,521	14,592,534	14,429,945	14,411,670	12,605,324
Total primary government expenses	154,283,392	168,108,195	178,744,477	181,695,743	189,738,324	205,871,890	226,453,877	232,093,138	253,729,148	231,527,104
Program Revenues										
Governmental activities:										
Charges for services:										
Administration	7,947,407	6,354,637	5,266,227	5,222,555	6,117,992	7,275,825	7,440,319	5,909,168	5,906,521	6,022,364
Courts	3,317,786	5,136,074	5,114,138	5,950,001	9,006,553	9,756,265	9,358,291	9,451,256	7,391,213	3,224,379
Emergency services	5,557,308	5,682,953	6,897,811	7,481,506	7,114,845	7,321,822	7,735,021	7,770,293	7,953,675	9,045,376
Solid waste collections	3,220,089	3,554,709	3,464,901	3,550,923	3,916,148	4,091,313	4,359,158	4,393,181	4,864,171	5,698,609
Other*	3,288,605	5,159,975	4,393,595	3,949,149	3,897,116	4,248,703	4,732,434	4,573,792	4,222,149	4,438,351
Operating grants and contributions	9,850,185	8,785,858	8,488,276	11,980,639	11,987,475	13,069,390	12,368,295	13,129,196	15,149,429	18,306,643
Capital grants and contributions	-	4,167,409	14,664,321	13,157,731	23,758,039	18,305,639	20,410,297	18,399,006	13,320,900	6,311,429
Total governmental activities program revenues	33,181,380	38,841,615	48,289,269	51,292,504	65,798,168	64,068,957	66,403,815	63,625,892	58,808,058	53,047,151

* Non-emergency transport moved to Emergency Services - governmental fund in 2004.

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Program Revenues (continued)										
Business-type activities:										
Charges for Services:										
Solid waste disposal system	$ 7,694,359	$ 9,017,172	$ 9,645,362	$ 8,923,211	$ 9,860,401	$ 11,275,052	$ 12,474,258	$ 13,383,673	$ 13,522,568	$ 12,578,870
Codes enforcement	1,540,906	1,575,487	1,460,813	1,673,154	2,139,247	1,735,085	1,576,414	1,335,511	1,126,126	1,272,065
Other	110,114	66,131	35,612	-	-	-	-	-	-	-
Operating grants and contributions	-	-	-	33,976	-	406	-	-	5,015	-
Total business-type activities program revenues	9,345,379	10,658,790	11,141,787	10,630,341	11,999,648	13,010,543	14,050,672	14,719,184	14,653,709	13,850,935
Total primary government program revenues	42,526,759	49,500,405	59,431,056	61,922,845	77,797,816	77,079,500	80,454,487	78,345,076	73,461,767	66,898,086
Net (Expense)Revenue										
Governmental activities	(110,278,341)	(117,115,448)	(118,524,600)	(118,364,875)	(110,765,996)	(127,843,412)	(145,457,528)	(154,037,301)	(180,509,420)	(165,874,629)
Business-type activities	(1,478,292)	(1,492,342)	(788,821)	(1,408,023)	(1,174,512)	(948,978)	(541,862)	289,239	242,039	1,245,611
Total primary governmental net expense	$ (111,756,633)	$ (118,607,790)	$ (119,313,421)	$ (119,772,898)	$ (111,940,508)	$ (128,792,390)	$ (145,999,390)	$ (153,748,062)	$ (180,267,381)	$ (164,629,018)
General Revenues and Other Changes in Net Assets										
Governmental activities:										
Taxes										
Property taxes	$ 60,937,895	$ 68,420,389	$ 72,594,141	$ 81,628,553	$ 88,945,780	$ 99,861,172	$ 117,449,997	$ 114,503,769	$ 112,086,310	$ 117,445,471
Tourist development taxes	-	1,363,805	1,497,134	1,568,483	1,766,014	2,062,443	2,234,698	2,130,619	1,885,944	2,367,444
Impact fees	-	-	-	-	-	1,770,327	2,337,461	1,603,801	2,361,442	1,699,263
Fuel taxes	6,529,541	4,887,847	4,822,672	5,020,294	5,323,355	5,399,099	5,371,078	6,940,796	7,896,251	7,465,344
Discretionary sales tax - New Courthouse	-	19,277,988	7,229,604	-	-	-	-	-	-	-
Discretionary sales tax - CHOICES	-	-	-	-	7,428,765	11,617,830	10,641,415	10,294,084	8,223,487	7,822,975
Discretionary sales tax - Wild Spaces & Public Places		-	-	-	-	-	-	-	5,892,902	8,057,146
Local business tax**	-	-	-	-	-	-	-	330,106	284,242	243,356
Public & communication service taxes	10,381,154	10,735,931	9,286,837	11,925,668	11,198,575	12,230,722	13,409,071	13,819,010	13,563,275	13,566,511
Sales tax & other state shared taxes	18,540,755	18,552,268	11,301,998	10,748,060	12,126,429	18,125,741	17,439,257	16,678,683	14,984,351	14,953,362
Interest earnings	1,553,937	1,478,921	1,160,809	1,143,450	2,741,254	6,501,431	9,877,203	4,429,065	2,536,314	3,127,865
Miscellaneous	4,286,136	1,377,250	1,806,729	1,436,956	1,044,785	2,180,539	1,915,623	3,419,228	3,949,565	3,824,539
Transfers	(33,253)	2,223,871	(8,834)	(1,123,379)	(112,929)	(175,114)	(169,939)	(119,698)	(329,175)	(132,757)
Prior period adjusment	-	-	-	1,937,830	-	-	-	-	-	-
Change in accounting principle	-	-	-	-	-	(195,635)	-	-	-	3,749,140
Total governmental activities	102,196,165	128,318,270	109,691,090	114,285,915	130,462,028	159,378,555	180,505,864	174,029,463	173,334,908	184,189,659
Business-type activities										
Public & communication service taxes	-	-	-	-	264,466	422,502	493,247	-		
Interest earnings	829,945	283,990	167,314	146,908	301,807	505,297	660,938	232,613	169,157	262,459
Miscellaneous	-	407,072	131,665	97,298	185,863	338,244	251,682	278,951	199,889	481,771
Transfers	33,253	(2,223,871)	8,834	1,123,379	112,929	175,114	169,939	119,698	329,175	132,757
Change in accounting principle	-	-	-	-	-	(1,099)	-	-	-	-
Total business-type activities	863,198	(1,532,809)	307,813	1,367,585	865,065	1,440,058	1,575,806	631,262	698,221	876,987
Total primary government	$ 103,059,363	$ 126,785,461	$ 109,998,903	$ 115,653,500	$ 131,327,093	$ 160,818,613	$ 182,081,670	$ 174,660,725	$ 174,033,129	$ 185,066,646
Change in Net Assets										
Governmental activities	$ (8,082,176)	$ 11,202,822	$ (8,833,510)	$ (4,078,960)	$ 19,696,032	$ 31,535,143	$ 35,048,336	$ 19,992,162	$ (7,174,512)	$ 18,315,030
Business-type activities	(615,094)	(3,025,151)	(481,008)	(40,438)	(309,447)	491,080	1,033,944	920,501	940,260	2,122,598
Total primary government	$ (8,697,270)	$ 8,177,671	$ (9,314,518)	$ (4,119,398)	$ 19,386,585	$ 32,026,223	$ 36,082,280	$ 20,912,663	$ (6,234,252)	$ 20,437,628

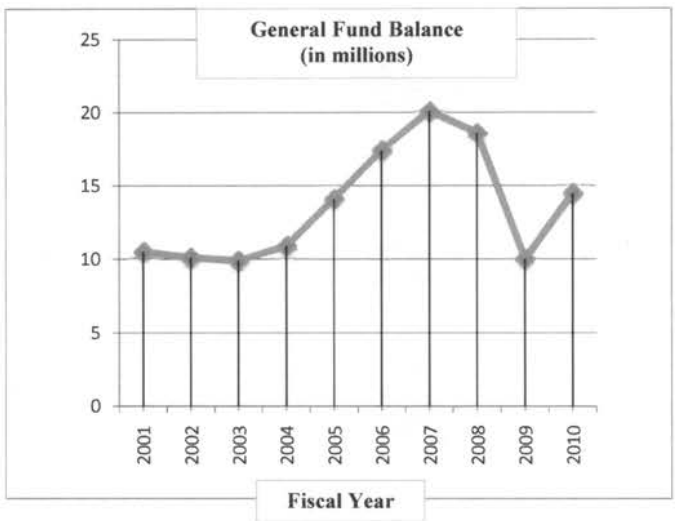
** In fiscal year 2008 the State chart of accounts changed the coding for occupational license fees to a local business tax coding, moving it from Charges for Services to General Revenues.

Schedule 3
ALACHUA COUNTY, FLORIDA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year			
	2001	**2002**	**2003**	**2004**
General Fund				
Reserved	$ 426,447	$ 412,898	$ 672,686	$ 641,878
Unreserved	10,067,440	9,735,429	9,256,508	10,266,762
Total general fund	$ 10,493,887	$ 10,148,327	$ 9,929,194	$ 10,908,640
All Other Governmental Funds				
Reserved	$ 6,060,731	$ 7,552,862	$ 8,252,193	$ 4,613,270
Unreserved, reported in:				
Special revenue funds	18,966,340	20,679,177	19,311,532	23,888,189
Capital project funds	5,707,196	6,058,189	15,236,097	16,240,076
Debt service funds	821,143	895,149	848,618	749,450
Total all other governmental funds	$ 31,555,410	$ 35,185,377	$ 43,648,440	$ 45,490,985

*Note: FY04 Reserved and Unreserved breakout amounts differ from actual published statement amounts, for comparison purposes.

Fiscal year (continued)					
2005	2006	2007	2008	2009	2010
$ 509,168	$ 626,087	$ 581,985	$ 785,087	$ 589,477	$ 504,969
13,602,321	16,831,069	19,566,998	17,810,676	9,366,751	13,972,137
$ 14,111,489	$ 17,457,156	$ 20,148,983	$ 18,595,763	$ 9,956,228	$ 14,477,106
$ 9,708,056	$ 11,058,728	$ 18,369,053	$ 15,669,988	$ 16,463,343	$ 18,602,614
25,790,809	39,101,847	48,422,335	55,829,557	61,521,293	60,913,299
23,115,106	32,285,240	52,436,799	51,805,635	68,752,662	56,549,425
941,412	583,647	356,188	-	-	
$ 59,555,383	$ 83,029,462	$ 119,584,375	$ 123,305,180	$ 146,737,298	$ 136,065,338



Schedule 4
ALACHUA COUNTY, FLORIDA
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(modified accrual basis of accounting)

	Fiscal Year			
	2001	2002	2003	2004
Revenues				
Taxes	$ 77,525,229	$ 102,610,993	$ 97,425,291	$ 100,152,212
Licenses, permits & fees	685,390	986,343	721,814	722,635
Intergovernmental	26,638,705	27,912,595	29,561,680	31,048,298
Charges for services	17,320,645	18,924,190	20,793,926	22,693,716
Fines & forfeitures	1,884,696	2,229,521	2,440,356	2,249,204
Investment income	1,520,117	1,463,624	1,149,611	1,132,154
Special assessments	3,137,127	3,549,981	3,593,398	3,509,451
Other revenues	5,047,764	3,237,671	3,099,460	3,218,468
Total revenues	133,759,673	160,914,918	158,785,536	164,726,138
Expenditures				
General government	34,393,880	37,167,634	32,468,330	32,931,412
Public safety	55,476,484	60,729,841	67,515,803	75,118,707
Physical environment	6,548,498	5,866,530	5,840,666	6,280,180
Transportation	8,370,753	8,375,742	6,938,342	8,385,843
Economic environment	2,081,603	2,094,868	1,937,231	2,360,972
Human services	6,458,950	7,640,716	8,076,278	8,376,517
Culture & recreation	1,428,219	1,596,275	1,283,167	1,316,838
Court costs	11,993,161	11,730,581	14,903,810	15,759,344
Debt service				
Principal	2,744,825	6,677,859	2,666,078	3,099,493
Interest & fiscal charges	2,929,820	2,810,869	2,888,500	2,898,658
Excess fees distributed to State	-	-	-	-
Capital outlay	11,119,755	13,511,947	19,808,469	4,412,147
Total expenditures	143,545,948	158,202,862	164,326,674	160,940,111
Excess (deficiency) of revenues over (under) expenditures	(9,786,275)	2,712,056	(5,541,138)	3,786,027
Other Financing Sources (Uses)				
Transfers in	82,600,290	87,937,061	89,862,427	93,375,355
Transfers out	(83,103,252)	(88,763,899)	(90,223,970)	(94,722,003)
Issuance of refunding bond	-	-	(3,200,000)	-
Refund of long term debt	-	-	-	-
Issuance of debt	2,800,000	1,020,637	17,200,000	-
Sale of capital assets	625,757	277,491	146,611	382,612
Total other financing sources (uses)	2,922,795	471,290	13,785,068	(964,036)
Prior period adjustments & other	-	106,757	-	-
Net change in fund balances	$ (6,863,480)	$ 3,290,103	$ 8,243,930	$ 2,821,991
Debt service as a percentage of noncapital expenditures	4.3%	6.6%	3.8%	3.8%

Fiscal Year (continued)					
2005	2006	2007	2008	2009	2010
$ 114,618,990	$ 131,400,277	$ 149,112,465	$ 147,902,738	$ 149,257,524	$ 156,995,704
845,316	837,649	746,121	385,456	353,225	346,460
33,975,541	40,544,966	41,201,924	33,498,255	34,085,851	35,714,520
26,140,252	27,162,536	28,649,145	29,087,532	27,236,264	25,589,042
2,547,249	3,117,989	2,971,285	2,670,300	2,251,156	1,705,424
2,719,102	6,348,197	9,556,437	4,279,090	2,371,794	2,947,729
3,934,325	5,759,985	6,632,051	5,971,120	7,214,799	7,381,435
3,036,137	3,179,228	3,384,604	4,182,249	5,765,350	5,452,451
187,816,912	218,350,827	242,254,032	227,976,740	228,535,963	236,132,765
35,337,009	34,156,571	45,508,344	39,949,215	39,354,905	38,333,139
81,030,248	90,275,002	95,960,354	100,345,104	101,657,864	98,555,475
6,166,408	6,899,035	3,426,091	8,527,890	7,800,719	8,299,710
8,114,582	8,483,962	10,147,520	10,503,068	10,831,848	9,758,655
2,505,268	4,601,579	6,234,242	6,127,856	6,167,612	6,946,332
9,194,254	12,536,281	14,070,302	15,510,157	18,293,657	19,731,317
1,356,085	1,575,882	1,905,723	1,828,187	2,032,616	1,518,949
13,676,774	16,680,017	18,073,731	17,666,554	17,949,408	17,300,226
3,242,442	2,855,000	3,445,000	7,040,000	6,281,000	15,094,000
2,797,270	3,433,200	4,857,942	4,588,199	4,548,108	4,484,057
710,487	842,744	234,258	197,525	86,118	19,643
6,141,189	36,841,831	20,255,944	31,884,852	22,344,464	22,155,400
170,272,016	219,181,104	224,119,451	244,168,607	237,348,319	242,196,903
17,544,896	(830,277)	18,134,581	(16,191,867)	(8,812,356)	(6,064,138)
102,601,786	112,507,293	127,371,164	126,869,224	104,778,074	95,626,965
(103,244,838)	(112,682,407)	(127,691,103)	(126,988,922)	(105,053,020)	(95,759,722)
-	-	43,035,968	-	-	-
-	-	(43,024,862)	-	-	-
-	28,655,147	21,364,734	18,450,043	23,800,000	-
365,403	159,901	56,258	29,107	79,885	45,813
(277,649)	28,639,934	21,112,159	18,359,452	23,604,939	(86,944)
-	(989,911)	-			
$ 17,267,247	$ 26,819,746	$ 39,246,740	$ 2,167,585	$ 14,792,583	$ (6,151,082)
3.7%	3.4%	4.1%	5.5%	5.0%	8.9%

Schedule 5
ALACHUA COUNTY, FLORIDA
ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS
(in thousands of dollars)

Tax Year	Fiscal Year		Residential Property	Commercial Property	Agricultural Property	Industrial Property
2001	2002		$ 5,593,903	$ 1,274,774	$ 885,976	$ 217,371
2002	2003		6,124,854	1,296,021	882,437	229,480
2003	2004		6,837,209	1,419,435	926,592	253,667
2004	2005		7,697,475	1,543,085	978,008	278,755
2005	2006		8,930,088	1,682,537	1,057,069	299,514
2006	2007		10,694,871	1,962,850	1,172,312	327,599
2007	2008		12,387,230	2,267,524	1,300,060	380,711
2008	2009		12,936,749	2,418,934	1,453,097	474,446
2009	2010		12,297,297	2,432,165	1,485,314	461,587
2010	2011	*	11,324,873	2,329,236	1,439,909	415,202

Source: Alachua County Property Appraiser

Note: Assessed values are determined as of January 1 for each fiscal year.
All property is assessed at 100% of estimated market value as required by the Florida State Constitution.
The actual taxed value of residential property is limited to a 3% per year increase by the Save our Homes Legislation.

* Property valuations are per the 1st Certification; the Value Adjustment Board has not completed their process, so values may change.

Non-Taxable Real Property	Personal & Centrally Assessed Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
$ 2,638,417	$ 2,028,345	$ (5,982,825)	$ 6,655,961	$ 21.12
2,527,797	2,046,051	(5,963,310)	7,143,329	21.12
2,568,342	2,104,176	(6,246,303)	7,863,117	20.73
3,452,059	2,092,296	(7,510,767)	8,530,911	20.12
3,757,174	2,096,661	(8,186,416)	9,636,627	19.86
4,150,482	2,260,438	(9,357,020)	11,211,533	19.27
4,333,750	2,786,234	(10,639,887)	12,815,622	17.65
4,679,231	2,624,919	(11,915,602)	12,671,775	17.52
4,553,950	3,125,214	(11,796,697)	12,558,830	19.08
5,243,853	3,023,082	(11,718,778)	12,057,378	19.21

Schedule 6
ALACHUA COUNTY, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
CURRENT AND PAST NINE FISCAL YEARS
(rate per $1,000 of assessed value)

		County Direct Rates							Overlapping Rates		
Fiscal Year	Tax Year	Basic Rate	General Obligation Debt Service	Alachua County Library District	Alachua County Library Capital Outlay	Alachua County Library Debt Service	School Board	Total Direct	Suwannee River Water Mgmt. District	St. Johns River Water Mgmt. District	MSTU - Unincorporated Areas
2002	**2001**	8.9887	0.0122	1.5000	-	0.1789	10.4360	21.1158	0.4914	0.4620	3.4817
2003	**2002**	8.9887	-	1.5000	-	0.1632	10.4660	21.1179	0.4914	0.4620	1.7001*
2004	**2003**	8.9887	0.2500	1.5000	-	0.1566	9.8390	20.7343	0.4914	0.4620	1.7001
2005	**2004**	8.9887	0.2500	1.5000	-	0.1566	9.2240	20.1193	0.4914	0.4620	1.7001
2006	**2005**	8.9887	0.2500	1.4475	-	0.1445	9.0340	19.8647	0.4914	0.4620	1.7001
2007	**2006**	8.8887	0.2500	1.4475	-	0.1140	8.5710	19.2712	0.4914	0.4620	0.4470**
2008	**2007**	7.6468	0.2500	1.2645	-	0.0915	8.3950	17.6478	0.4399	0.4158	0.3869
2009	**2008**	7.5708	0.2500	1.2491		0.0915	8.3590	17.5204	0.4399	0.4158	0.3847
2010	**2009**	8.0495	0.2500	1.2856	-	0.0915	9.4080	19.0846	0.4399	0.4158	0.4124
2011	**2010**	8.3763	0.2500	1.3638		0.1098	9.1070	19.2069	0.4399	0.4158	0.4124

Source: Alachua County Property Appraiser

* In 2002 the MSTU divided into Unicorporated Areas and Sheriff Law Enforcement.
** In 2007, the MSTU Unincorporated divided into Unincorporated and Fire Services.

Note: Overlapping rates are those of local and county governments that apply to property owners within Alachua County. Not all overlapping rates apply to all county property owners.

Overlapping Rates (continued)

MSTU - Law Enforcement	MSTU - Fire Services	City of Alachua	City of Archer	City of Gainesville	City of Hawthorne	City of High Springs	City of Lacrosse	City of Micanopy	City of Newberry	City of Waldo
-	-	5.7000	4.0000	4.9416	5.4185	6.2500	3.9420	6.0000	4.0000	5.0314
1.7816*	-	5.7000	4.0000	4.9416	5.4185	6.2500	3.9490	6.0000	4.5000	5.3140
1.7816	-	5.7000	4.0000	4.9416	5.4185	6.2500	3.5970	6.0000	4.5000	5.0314
1.7816	-	5.7000	4.5000	4.9416	5.4185	6.2500	3.2760	8.0000	4.5000	5.0314
1.7816	-	5.7000	4.7500	4.9355	4.5000	6.2500	2.9060	8.0000	4.6000	5.0314
1.7676	1.2531**	5.5000	4.7500	4.8509	6.5000	6.2500	2.4611	8.0000	4.4500	5.0314
1.5329	1.1077	4.6480	4.5000	4.2544	5.4258	6.2500	1.8317	8.0000	3.6946	5.0314
1.5208	1.1013	4.6966	4.5000	4.2544	5.3194	6.1500	2.0272	8.0000	3.9990	5.8686
1.6252	1.1804	5.5000	5.0000	4.3963	5.3194	6.1500	2.1444	8.0000	3.8500	5.8686
1.6710	1.3391	5.5000	5.0000	4.2544	5.3194	6.1500	2.2908	8.0000	3.8500	5.8686

Schedule 7
ALACHUA COUNTY, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT* YEAR AND TEN YEARS AGO

	2009*			2001		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total County Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total County Taxable Assessed Value
Oaks Mall Gainesville Ltd Partnership	$ 135,346,570	1	1.08%	$ 43,450,400	4	0.65%
Wal-Mart Stores East LP	111,922,311	2	0.89%	-		-
Bellsouth Telecommunications Inc	81,855,501	3	0.65%	116,897,300	1	1.76%
HCA Health Services of Fla Inc	69,841,500	4	0.56%	29,856,000	6	0.45%
Dolgencorp Inc	69,275,500	5	0.55%	20,452,243	10	0.31%
Oak Hammock at the Univ of Fla Inc	64,307,230	6	0.51%	-		-
Florida Rock Industries Inc	62,526,930	7	0.50%	62,957,530	2	0.95%
Florida Power Corp	57,761,515	8	0.46%	52,621,140	3	0.79%
Cox Communications Inc.	47,985,730	9	0.38%	28,897,760	8	0.43%
Baugh Southeast Cooperative Inc.	43,782,620	10	0.35%	-		-
Atlantic Financial Group Ltd.	-		-	35,689,000	5	0.54%
Clay Electric Cooperative Inc	-		-	26,678,060	7	0.40%
Metal Container Corporation	-		-	20,732,070	9	0.31%
	$ 744,605,407		5.93%	$ 438,231,503		6.58%
Total taxable valuation of all properties	$ 12,558,830,292			$ 6,655,961,286		

SOURCE: Alachua County Property Appraiser

*2009 most current information available

Schedule 8
ALACHUA COUNTY, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended Sept 30	Tax Year	Total Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2001	2000	$ 163,609,208	$ 156,641,508	95.7%	$ 1,355,551	$ 157,997,059	96.6%
2002	2001	177,349,653	170,132,721	95.9%	1,565,623	171,698,344	96.8%
2003	2002	191,096,774	183,583,857	96.1%	1,410,343	184,994,200	96.8%
2004	2003	206,960,693	199,006,888	96.2%	1,247,153	200,254,041	96.8%
2005	2004	218,861,383	211,076,952	96.4%	579,952	211,656,904	96.7%
2006	2005	244,405,945	235,416,992	96.3%	842,217	236,259,209	96.7%
2007	2006	277,582,339	268,101,300	96.6%	266,359	268,367,659	96.7%
2008	2007	288,124,831	278,423,407	96.6%	300,257	278,723,664	96.7%
2009	2008	293,950,457	284,030,068	96.6%	486,298	284,516,366	96.8%
2010	2009	316,512,623	306,213,359	96.7%	na	306,213,359	96.7%

SOURCE: Alachua County Tax Collector

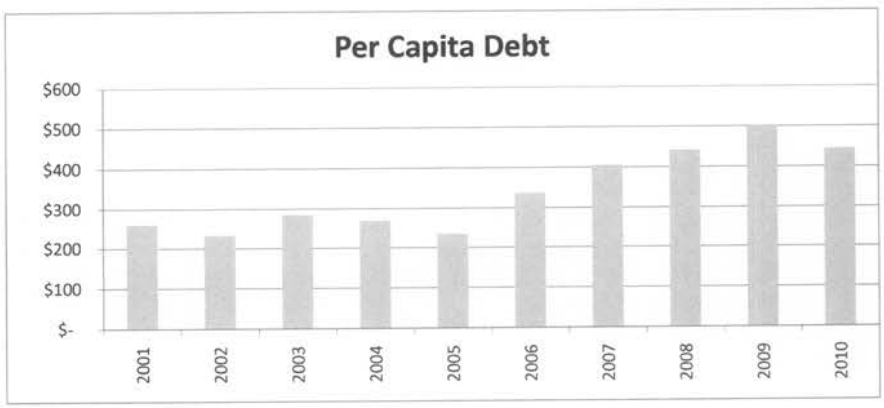
Schedule 9
ALACHUA COUNTY, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

	Governmental Activities						
Fiscal Year	General Obligation Bonds	Sales & GasTax Bonds	Capital Leases	Commercial Paper Note	Total Primary Government	Percentage of Personal Income (a)	Per Capita (a)
2001	$ 115,000	$ 52,530,000	$ 231,547	$ 4,250,000	$ 57,126,547	1.02%	$ 260.46
2002	-	49,970,000	195,738	1,300,000	51,465,738	0.89%	233.43
2003	14,000,000	47,845,000	134,311	815,000	62,794,311	1.05%	283.77
2004	12,785,000	46,405,000	68,740	430,000	59,688,740	0.89%	268.18
2005	11,540,000	44,905,000	-	-	56,445,000	0.77%	234.44
2006	10,265,000	58,725,000	-	13,300,000	82,290,000	1.05%	337.56
2007	8,950,000	77,980,000	-	13,300,000	100,230,000	1.21%	404.87
2008	5,375,000	92,760,000	-	13,300,000	111,435,000	1.33%	441.52
2009	3,970,000	88,130,000	-	36,854,000	128,954,000	na	503.27
2010	1,515,000	83,335,000		29,010,000	113,860,000	na	445.30

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements.

There is no debt in business-type activities.

(a) See Schedule 14 for personal income and population data.



Schedule 10
ALACHUA COUNTY, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bond	Percentage of Actual Taxable Value of Property (a)	Per Capita (b)
2001	$ 115,000	0.00%	$ 0.52
2002	-	0.00%	-
2003	14,000,000	0.18%	63.27
2004	12,785,000	0.15%	57.44
2005	11,540,000	0.12%	47.93
2006	10,265,000	0.09%	42.11
2007	8,950,000	0.07%	36.15
2008	5,395,000	0.04%	21.38
2009	3,970,000	0.03%	15.49
2010	1,515,000	0.01%	5.93

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements.

(a) See Schedule 5 for property value data.

(b) Population data can be found in Schedule 14.

Schedule 11
ALACHUA COUNTY, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF SEPTEMBER 30, 2010

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Estimated Share of Overlapping Debt
Direct:			
Alachua County Foerever G.O. Bond Series, 2003	$ 1,515,000	100%	$ 1,515,000
Gas Tax Revenue Bond, 2006	12,090,000	100%	12,090,000
Gas Tax Revenue Bond, 2008	16,190,000	100%	16,190,000
Public Improvement Revenue Bonds, Series 2007 A & B	55,055,000	100%	55,055,000
Capital Projects Pooled Commercial Paper, due 2012	14,400,000	100%	14,400,000
Capital Improvement Revenue Bank Loan, 2008	7,050,000	100%	7,050,000
Wild Spaces Public Places Series 2009 Bank Loan	7,560,000	100%	7,560,000
Alachua County Library District, 2001	7,010,000	100%	7,010,000
Total Direct Debt Outstanding	120,870,000		120,870,000
Overlapping:			
Alachua County School Board District			
District Refunding G.O. Bonds:			
Series 2003, Refunding	9,305,000	100.0%	9,305,000
Total Overlapping Debt Outstanding	9,305,000		9,305,000
Total Governmental Activities Debt	$ 130,175,000		$ 130,175,000

Sources: Alachua County Finance Department and Alachua County School Board

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the County. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents and businesses of Alachua County. This process recogizes that, when considering the County's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping govermnent.

Schedule 12
ALACHUA COUNTY, FLORIDA
LEGAL DEBT MARGIN
LAST TEN FISCAL YEARS

The Constitution of the State of Florida, Florida Statute 200.181 and Alachua County set no legal debt limit.

Schedule 13
ALACHUA COUNTY, FLORIDA
PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS

		Half Cent Sales Tax - 2007 A&B			Half Cent Sales Tax - 1995			Half Cent Sales Tax - 1999		
		Debt Service			Debt Service			Debt Service		
Fiscal Year	Sales Tax Revenue (1)	Principal	Interest	Coverage	Principal	Interest	Coverage	Principal	Interest	Coverage
2001	$ 8,015,595	$ -	$ -	$ -	$ 990,000	$ 1,805,420	$ 2.87	$ 270,000	$ 818,163	$ 5.78
2002	8,976,086	-	-	-	1,030,000	1,761,860	3.22	280,000	807,633	6.68
2003	9,459,599	-	-	-	1,085,000	1,715,510	3.38	290,000	796,433	7.13
2004	8,995,864	-	-	-	1,135,000	1,665,329	3.21	305,000	784,470	6.68
2005	9,726,459	-	-	-	1,185,000	1,610,849	3.48	315,000	771,508	7.38
2006	10,985,768	-	-	-	1,250,000	1,552,784	3.92	330,000	757,726	8.52
2007	10,791,586	1,000,000	1,301,694	4.69	-	745,142	11.39	345,000	396,716	11.26
2008	10,727,114	2,295,000	2,637,770	2.17	-	-	-	360,000	34,700	15.67
2009	9,491,621	2,395,000	2,545,970	1.92	-	-	-	380,000	18,050	11.43
2010	9,705,745	2,880,000	2,450,170	1.82	-	-	-	-	-	-

(1) Sales Tax Revenue is net of budgeted transfer out for 1995 and 1999 Debt Service.
This applies to Fiscal Year 2009 and prior.

Note: Details regarding the County's outstanding debt can be found in the notes to the financial statements. The 2007 Public Improvement Reveue Refunding Bonds, the 1995 Public Improvement Revenue Refunding Bonds, and the 1999 Public Improvement Revenue Bonds pledged revenue source is the County's half cent sales tax. The 2007 Public Improvement Reveue Refunding Bonds refunded in full the 1995 Public Improvement Revenue Refunding Bonds, and partially refunded the 1999 Public Improvement Revenue Bonds.

	Gas Tax Revenue - 2006			Gas Tax Revenue - 2008		
	Debt Service			Debt Service		
Gas Tax Revenue	Principal	Interest	Coverage	Principal	Interest	Coverage
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
3,309,671	-	181,282	18.26	-	-	-
5,643,848	785,000	598,729	4.08	-	-	-
5,347,217	810,000	573,216	3.87	-	226,057	17.54
5,305,722	845,000	538,791	3.83	1,010,000	733,156	2.25
5,070,071	870,000	510,273	3.67	1,045,000	695,281	2.12

Note: Details regarding the County's outstanding debt can be found in the notes to the financial statements. The 2006 Gas Tax Revenue Bonds, and the 2008 Gas Tax Revenue Bonds pledged revenue source is the Constitutional gas tax, the County gas tax, and the ninth cent gas tax.

Schedule 14
ALACHUA COUNTY, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS

Year	Population	Personal Income (thousands of dollars)	Per Capita Personal Income
2001	219,327	$ 5,603,652	$ 25,311
2002	220,472	5,763,050	25,729
2003	221,287	5,953,231	26,358
2004	222,568	6,732,793	29,485
2005	240,764	7,295,960	31,469
2006	243,779	7,866,102	33,162
2007	247,561	8,265,232	34,410
2008	252,388	8,405,119	34,713
2009	256,232	na	na
2010	255,692	na	na

Sources: Bureau of Economic and Business Research
United States Department of Commerce
Gainesville Chamber of Commerce
University of Florida and Santa Fe College
Alachua County School Board
Bureau of Labor Statistics
Florida Department of Economic & Demographic Research

Median Age	College and University Enrollment	Public School Enrollment	Unemployment Rate
28.5	59,453	30,706	2.2%
29.0	61,185	30,302	2.5%
29.0	62,346	29,026	2.6%
27.0	62,100	28,843	2.2%
26.4	63,896	28,568	2.6%
29.4	66,891	28,329	2.4%
29.3	66,557	27,622	2.9%
29.6	66,815	27,571	4.5%
29.7	67,070	27,562	7.1%
29.4	64,389	25,077	8.3%

Schedule 15
ALACHUA COUNTY, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR 2010 AND PRIOR YEAR 2003

	2010			2003*		
Employer	Number of Employees	Rank	Percentage of Total County Private Workforce	Number of Employees	Rank	Percentage of Total County Private Workforce
University of Florida	14,723	1	10.72%	12,212	1	10.02%
Shands Hospital	12,588	2	9.17%	7,508	2	6.16%
Veterans Affairs Medical Center	4,317	3	3.14%	2,700	4	2.22%
Alachua County School Board	4,299	4	3.13%	4,195	3	3.44%
City of Gainesville	2,200	5	1.60%	2,357	6	1.93%
Publix Supermarkets	2,056	6	1.50%	1,865	9	1.53%
Alachua County	2,029	7	1.48%	1,874	8	1.54%
North Florida Regional Medical Ctr	1,700	8	1.24%	1,646	10	1.35%
Nationwide Insurance Company	1,300	9	0.95%	-		-
Santa Fe (Community) College	796	10	0.58%	-		-
The Oaks Mall	-		-	2,500	5	2.05%
Fla Dept of Children & Families	-		-	2,119	7	1.74%
Total Private Labor Workforce	137,300			121,876		

Source: Council for Economic Outreach, Alachua County
*2003 - only available prior year information.

Schedule 16
ALACHUA COUNTY, FLORIDA
FULL-TIME EQUIVALENT COUNTY GOVERNMENT EMPLOYEES
BY PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2001	**2002**	**2003**	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**2010**
Program										
Administration	318.5	349.0	339.5	352.5	362.0	378.0	372.3	349.8	346.4	338.5
Community services	74.0	79.5	75.5	80.0	91.0	100.5	95.5	98.0	103.0	97.0
Corrections	288.0	288.0	294.0	294.0	283.0	296.0	302.3	327.0	328.0	328.0
Courts	256.0	267.5	275.0	252.5	271.0	275.0	277.1	276.7	270.7	272.0
Culture & recreation	10.0	9.0	9.0	9.0	9.0	10.0	12.0	15.0	14.0	14.0
Tourist development	7.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Emergency services	287.0	296.5	302.0	320.5	336.0	341.0	339.5	343.5	335.0	334.0
Environmental services	33.5	35.0	31.5	34.5	36.0	38.0	37.9	37.6	34.3	35.1
Growth management	31.0	29.0	28.0	31.0	32.5	32.0	27.9	30.6	29.4	29.8
Law enforcement	365.0	365.0	359.0	354.0	356.0	364.0	370.9	370.8	369.8	372.3
Transportation	71.5	81.5	78.5	81.0	84.0	82.0	88.5	89.0	92.0	94.0
Solid waste disposal system	52.0	53.5	51.0	52.5	53.5	51.0	57.0	55.0	58.0	51.5
Codes enforcement	29.0	29.0	26.0	28.0	28.0	33.0	33.0	31.0	27.0	24.0
Total	1,822.5	1,888.5	1,874.0	1,894.5	1,947.0	2,005.5	2,018.9	2,029.0	2,012.5	1,995.2

Source: Finance and Accounting Department, Constitutional Officers

Schedule 17
ALACHUA COUNTY, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

		Fiscal Year		
Function/Program	**Description**	**2001**	**2002**	**2003**
Community services				
Community support services	Number of client contacts	50,241	118,670	169,548
CHOICES program	Number of clients enrolled	-	-	-
Animal services	Number of animals picked up	12,536	11,980	10,403
Corrections				
Jail	Average number of inmates per day	697	822	863
Courts				
Courts (Includes both state and county)	Number of cases filed			
	Circuit court	12,963	13,360	13,591
	County court	80,832	86,957	21,857
	Traffic	-	-	75,241
	Appeals	251	248	250
	Warrants	30,498	19,515	22,580
Emergency Services				
Rescue	Number of calls	27,199	23,310	23,464
	Number of transports	21,600	15,033	14,560
Fire	Number of calls	10,301	11,153	8,953
Growth management				
Codes enforcement	Number of building permits issued	3,969	3,631	3,669
Law Enforcement				
Sheriff	Number of calls	112,237	117,958	109,341
Solid Waste Disposal System				
Waste management	Tons of waste processed	155,206	165,623	174,682

Source: Alachua County Departments

Fiscal Year						
2004	2005	2006	2007	2008	2009	2010
345,486	256,234	348,132	282,575	281,599	288,803	262,810
-	-	536	1,004	1,591	2,518	3,340
9,518	9,039	8,747	8,661	7,590	8,411	7,636
866	968	1,020	1,044	960	902	957
13,798	14,198	15,751	15,436	15,958	15,578	15,792
20,142	21,311	21,646	21,933	20,847	18,721	18,344
78,354	85,701	92,659	78,321	77,904	74,831	75,761
229	275	306	324	331	329	275
24,014	23,841	22,959	23,260	19,799	19,497	18,364
24,053	25,958	27,235	32,244	33,329	32,133	34,318
16,793	18,101	18,821	20,141	20,749	20,703	20,585
9,828	9,746	10,306	11,098	13,278	11,051	13,487
4,099	5,152	4,520	4,225	4,172	3,943	4,511
114,892	116,880	120,180	122,080	110,265	100,738	89,296
131,832	161,255	147,695	146,592	149,831	176,465	137,647

Schedule 18
ALACHUA COUNTY, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year			
Function/Program	**2001**	**2002**	**2003**	**2004**
Culture & Recreation				
Park acreage	1,322	1,320	1,320	1,333
County Parks	26	25	25	26
Picnic shelters/gazebos	40	40	40	40
Soccer/football fields	6	6	6	6
Baseball/softball fields	5	5	5	5
Docks/boat ramps	10	10	10	10
Playgrounds	11	11	11	11
Tennis courts	-	-	-	-
Basketball courts	-	-	-	-
Emergency Services				
Fire/Rescue Stations	10	9	9	9
Ambulances/Rescue Units	16	17	22	17
Fire trucks & vehicles	16	15	15	15
Environmental Services				
Acres of conservation land*	0	0	2,576	2,599
Law Enforcement				
Vehicles - all uses	402	431	423	435
Solid Waste/Waste Disposal				
Collection Centers	6	6	6	6
Transportation				
Miles of paved roads maintained	641	643	648	652
Miles of graded roads maintained	235	240	239	239
Paved miles added this year	8	5	5	4

*Some Conservation Land is owned in partnership with other Entities. For some of the acres, only a Conservation Easement is owned limiting the use and development of the land.

Fiscal Year					
2005	**2006**	**2007**	**2008**	**2009**	**2010**
1,333	1,333	1,333	1,333	1,323	1,120
26	26	26	26	26	24
40	40	42	42	47	47
6	12	14	14	14	14
5	5	5	5	5	10
10	33	31	31	31	28
11	11	11	11	13	12
-	-	-	-	14	14
-	-	6	6	8	8
9	9	9	9	10	11
20	19	19	18	18	19
16	19	19	26	30	32
4,307	8,170	11,416	13,777	14,514	18,725
440	431	458	463	495	516
6	6	6	6	6	6
660	660	664	675	674	676
239	239	235	234	232	232
9	9	6	11	3	2

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CONTINUING DISCLOSURE REQUIREMENTS

SEC Rule 15c2-12 requires the annual disclosure of significant financial and legal information relating to bond issues sold in 1999 and later. This information is also filed with the nationally recognized Municipal Securities Information Repositories and the State of Florida Information Depository.

Continuing Disclosure Requirements

Alachua County Forever G.O. Bond, Series 2003

I. Assessed Valuation and Estimated Market Value

	2008	2009	2010 *
Total Valuations	$24,587,376,718	$24,355,527,368	$23,776,155,217
Less: Real Property Exemptions/Adjustments			
Governmental Exemptions	4,102,396,000	3,851,493,520	4,516,668,003
Homestead Exemptions	2,331,178,712	2,339,843,098	2,353,876,148
Historic Property Exemptions	788,400	2,255,900	2,224,100
Agriculture Adjustments	965,495,100	992,069,000	967,786,000
Institutional Exemptions	643,982,463	659,436,183	669,235,346
Disability Exemptions	45,634,228	47,845,552	47,167,308
Widow's Exemptions	1,740,250	1,752,810	1,758,470
Renewable Energy Source Exemptions	-	-	-
Disabled Veterans' Homestead Discount	265,563	263,511	274,356
Land Dedicated in Perpetuity for Conservation Purposes	-	-	416,200
Assessment Differential Value of Capped Parcels (1)	2,295,775,910	1,731,568,060	1,116,251,490
Property Differential Value of Capped Parcels (2)	-	15,466,797	10,543,420
Real Property Differential Value of Capped Parcels (3)	-	132,230,081	88,154,240
Total Real Property Exemptions/Adjustments	10,387,256,626	9,774,224,512	9,774,355,081
Less: Personal Property Exemptions/Adjustments			
Government Exemptions	992,357,650	1,316,354,469	1,315,809,191
Institutional Exemptions	428,838,879	606,666,103	537,717,854
Homestead Exemptions	105,215,160	96,809,237	89,095,406
Total Personal Property Exemptions/Adjustments	1,526,411,689	2,019,829,809	1,942,622,451
Less: Centrally Assessed Property Exemptions/Adjustments			
Homestead Exemptions	1,933,810	1,909,699	1,800,084
Real Property Differential Value of Capped Parcels (3)	-	733,056	0
Total Personal Property Exemptions/Adjustments	1,933,810	2,642,755	1,800,084
Total Exemptions/Adjustments	11,913,668,315	11,794,054,321	11,716,977,532
Taxable Valuation	$12,671,774,593	$12,558,830,292	$12,057,377,601
Level of Assessment (4)	100.00%	100.00%	100.00%
Estimated Market Value of Taxable Property Based on Level of Assessment (5)	$12,671,774,593	$12,558,830,292	$12,057,377,601

* Property valuations are per the 1st Certification; the Value Adjustment Board has not completed their process so values may change.
(1) Sum of the (Just Value - Capped Value) 193.155 F.S. Effective for the 2008 - 2010 Assessment Rolls
(2) Sum of the (Just Value - Capped Value) 193.1554 F.S. Effective for the 2008 - 2010 Assessment Rolls
(3) Sum of the (Just Value - Capped Value) 193.1555 F.S. Effective for the 2008 - 2010 Assessment Rolls
(4) The State of Florida Department of Revenue examines the County's assessment procedures and determines a level of assessment for the tax roll as it compares to what the Department of Revenue determines the actual market value to be that year. The method for calculating this percentage changed beginning in 1980.
(5) Estimated Market Value is calculated by dividing the Taxable Valuation by the Level of Assessment.
Source: Alachua County Property Appraiser

II. Historical Millage Rates

	ALACHUA COUNTY, FLORIDA				INDEPENDENT DISTRICTS			
Fiscal Year Ended	General Fund (1)	Debt Service Funds	MSTU Funds	Totals	Library District	School Board District (1)	Cities (1)	Totals
2007	8.8887	0.2500	3.5492	12.6879	1.5615	8.5710	47.7934	57.9259
2008	7.6468	0.2500	3.0275	10.9243	1.3560	8.3950	43.6359	53.3869
2009	7.5708	0.2500	3.0068	10.8276	1.3406	8.3590	44.8161	54.5157
2010	8.0950	0.2500	3.2180	11.5630	1.3771	9.4080	46.2287	57.0138

(1) School district limited to 10 mils for operations. Counties and municipalities are limited to 10 mills for operations.
Source: Alachua County Property Appraiser

III. County-wide Tax Levies and Collections

Fiscal Year	Tax Year	Total Tax Levy	Current Tax Collections (2)	Percent of Current Taxes Collected	Outstanding Delinquent Taxes	Ratio of Delinquent Taxes to Total Levy
2007 - 2008	2007	$288,124,831	$278,423,407	96.6%	$ 215,508	0.07%
2008 - 2009	2008	293,950,457	284,030,068	96.6%	324,960	0.11%
2009 - 2010	2009	316,512,623	306,213,359	96.7%	601,636	0.19%

(1) Property Taxes become due and payable on November 1 of each year. A four percent discount is allowed if the taxes are paid in November, with the discount declining by one percent each month thereafter. Accordingly, tax collections will not be 100% of tax levy. Taxes become delinquent on April 1 of each year and tax certificates for the full amount of any unpaid taxes and assessments must be sold no later than June 1 of each year.
(2) These figures include tax collections for the Board of County commissioners and all other political juridictions within Alachua County.

IV. County-Wide General Obligation Debt Ratios

Name of Governmental Agency	Gross Debt Outstanding (1)	Percentage Applicable to Alachua County(2)	County's Share of Gross Debt
Direct:			
Alachua County Forever G. O. Bond, 2003	$1,515,000	100.00%	$1,515,000
Alachua County Library District, 2001	7,010,000	100.00%	7,010,000
Total Direct			$8,525,000
Overlapping/Underlying:			
School Board District Refunding G.O. Bonds			
Series 2003, Refunding	9,305,000	100.00%	9,305,000
Total Overlapping/Underlying			9,305,000
Total Direct, Overlapping Debt			$17,830,000
2010 Population (3)			255,692
2010 Taxable Valuation			$12,057,377,601
Direct General Obligation Debt Per Capita			$33.34
Direct and Overlapping/Underlying General Obligation Debt Per Capita			$69.73
Direct General Obligation Debt to Assessed Value			0.07%
Direct and Overlapping/Underlying General Obligation Debt to Assessed Value			0.15%

(1) The gross debt includes debt which is secured by the authority to levy taxes on real estate.
(2) The percentage in this column reflects the portion of the gross debt which is secured by taxable real estate located within Alachua County.
(3) Estimated
Source: Alachua County Finance Department
School Board District
Bureau of Economic and Business Research

V. Principal Taxpayers

TOP TEN PRINCIPAL TAXPAYERS	TYPE OF BUSINESS	VALUE	% OF PRINCIPAL TAXPAYERS	% OF TOTAL VALUE
1. Oaks Mall Gainesville Ltd	Real Estate	$135,346,570	18.10%	1.08%
2. Wal-Mart Stores East LP	Retail	111,922,311	14.97%	0.89%
3. Bellsouth Telecommunications, Inc.	Telecommunications	81,855,501	10.95%	0.65%
4. HCA Health Services of Florida Inc.	Health Care	69,841,500	9.34%	0.56%
5. Dolgencorp Inc.	Retail	69,275,500	9.27%	0.55%
6. Oak Hammock at the U of Fla, Inc.	Real Estate	64,307,230	8.60%	0.51%
7. Florida Rock Industries, Inc.	Manufacturing	62,526,930	8.36%	0.50%
8. Florida Power Corp	Electric Utility	57,761,515	7.73%	0.46%
9. Cox Comm Inc.	Telecommunications	47,985,730	6.42%	0.38%
10. Baugh Southeast Cooperative, Inc.	Food Service	46,782,620	6.26%	0.37%
		$747,605,407		
TOTAL 2009 TAXABLE VALUATIONS OF ALL PROPERTIES		$12,558,830,292		

SOURCE: Alachua County Property Appraiser Annual Report

VI. Material Litigation

There is currently **No** material litigation which would affect the County's ability to meet debt requirements.

VII. Significant Events

The following are significant events which would affect the County's ability to meet debt requirements:

A. There have been **No** principal or interest payment delinquencies.

B. There have been **No** nonpayment related defaults under the Resolution.

C. Since the County has a Debt Service Reserve Surety, there can be **No** unscheduled draws on the Reserve Account.

D. There have been **No** unscheduled draws on credit enhancement reflecting financial difficulties.

E. There has been **No** substitution of credit or liquidity providers or their failure to perform.

F. There have been **No** adverse tax opinions or events affecting the Tax-Exempt status of the

2003 Bonds.

G. There have been **No** modifications to the rights of the 2003 Bondholders.

H. There have been **No** calls on the 2003 Bonds (other than mandatory redemptions of the 2003 Bonds resulting from application of amortization installments).

I. There has been **No** defeasance of the 2003 Bonds.

J. MBIA Insurance Corporation (MBIA) insures the regular payment of principal and interest on the referenced Bonds with the listed CUSIP numbers. Moody's Investors Service has downgraded the rating assigned to MBIA from Baa to Baa1.

K. There have been **No** notices of failure on the part of the Issuer or any other Obligated Person to meet the requirements of Provision of Annual Information.

Therefore, there have been **No** significant events which would affect the County's ability to meet debt requirements.

VIII. Cusip Numbers 2003 Bonds

MATURITY	RATE	AMOUNT	CUSIP
8/1/2011	3.500%	$ 1,515,000	010680DE3
8/1/2012	3.700%	1,575,000	010680DF0
8/1/2013	3.800%	1,645,000	010680DG8

* Pursuant to the extraordinary mandatory redemption provision, the County redeemed the 2013 and 2012 bonds in their entirety.

Alachua County Gas Tax Revenue Bond, Series 2006

I. Number of Taxable Gallons Sold

State Fiscal Year Ended June 30	Motor Fuel	Diesel Fuel	Total Taxable Gallons (1)
2006	119,306,672.86	19,593,799.91	138,900,472.77
2007	117,937,127.93	19,195,953.50	137,133,081.43
2008	118,679,180.58	18,031,577.74	136,710,758.32
2009	113,601,381.25	15,366,755.92	128,968,137.17
2010	111,681,679.54	13,980,336.35	125,662,015.89

(1) The number of gallons shown represents fuel from which components of the Gas Tax Revenues are derived.
Source: Florida Department of Revenue

II. County Gas Tax Revenues Distributed Statewide

State Fiscal Year Ended June 30	Total Amount Distributed to the Counties	Percentage Increase (Decrease)
2006	$ 92,246,270	1.6%
2007	91,794,697	-0.5%
2008	88,900,317	-3.2%
2009	85,132,412	-4.2%
2010	84,213,489	-1.1%

Source: Florida Department of Revenue

III. County Gas Tax

County Fiscal Year Ended September 30	County Gas Tax Received	Percentage Increase (Decrease)
2006	$ 1,304,182	-0.43%
2007	1,296,299	-0.60%
2008	1,232,409	-4.93%
2009	1,214,372	-1.46%
2010	1,096,060	-9.74%

Source: Alachua County Finance Department

IV. Ninth Cent Gas Tax Revenues

County Fiscal Year Ended September 30	Ninth Cent Gas Tax Received	Percentage Increase (Decrease)
2006	$ 1,403,763	3.50%
2007	1,371,565	-2.29%
2008	1,286,671	-6.19%
2009	1,288,231	0.12%
2010	1,239,222	-3.80%

Source: Alachua County Finance Department

V. Constitutional Gas Tax Revenues

County Fiscal Year Ended September 30	Constitutional Gas Tax Received	Percentage Increase (Decrease)
2006	$ 2,928,305	-2.30%
2007	2,975,984	1.63%
2008	2,828,137	-4.97%
2009	2,803,119	-0.88%
2010	2,734,788	-2.44%

Source: Alachua County Finance Department

VI. Gas Tax Revenues

County Fiscal Year Ended September 30	Constitutional Gas Tax Received	County Gas Tax	Ninth Cent Gas Tax	Total Gas Tax Revenues	Percentage Increase (Decrease)
2006	$ 2,928,305	$1,304,182	$ 1,403,763	$ 5,636,250	-0.48%
2007	2,975,984	1,296,299	1,371,565	5,643,848	0.13%
2008	2,828,137	1,232,409	1,286,671	5,347,217	-5.26%
2009	2,803,119	1,214,372	1,288,231	5,305,722	-0.78%
2010	2,734,788	1,096,060	1,239,222	5,070,071	-4.44%

Source: Alachua County Finance Department

VII. Pro-Forma Debt Service Coverage

Fiscal Year	Maxium Annual Debt Service	Gas Tax Revenues for the Fiscal Year Ended September 30	Pro-Forma Debt Service Coverage
2006	$ 1,384,450	$ 5,636,250	4.07x
2007	1,384,450	5,643,848	4.08x
2008	1,384,450	5,347,217	3.86x
2009	1,384,450	5,305,722	3.83x
2010	1,384,450	5,070,071	3.66x

Source: Alachua County Finance Department

VIII. Material Litigation

There is currently **No** material litigation which would affect the County's ability to meet debt requirements.

IX. Significant Events

The following are significant events which would affect the County's ability to meet debt requirements:

A. There have been **No** principal or interest payment delinquencies.

B. There have been **No** nonpayment related defaults under the Resolution.

C. Since the County has a Debt Service Reserve Surety, there can be **No** unscheduled draws on the Reserve Account.

D. There have been **No** unscheduled draws on credit enhancement reflecting financial difficulties.

E. There has been **No** substitution of credit or liquidity providers or their failure to perform.

F. There have been **No** adverse tax opinions or events affecting the Tax-Exempt status of the 2006 Bonds.

G. There have been **No** modifications to the rights of the 2006 Bondholders.

H. There have been **No** calls on the 2006 Bonds (other than scheduled mandatory redemptions of the 2006 Bonds resulting from application of amortization installments).

I. There has been **No** defeasance of the 2006 Bonds.

J. There has been **No** release, substitution, or sale of property securing payment of the 2006 Bonds.

K. Ambac Assurance Corporation (Ambac) insures the regular payment of principal and interest on the referenced Bonds with the listed CUSIP numbers. Moody's Investors Service has downgraded the rating assigned to Ambac from Baa1 to Caa2.

L. There has been **No** notice of failure on the part of the Issuer to meet the requirements of Provision of Annual Information.

Therefore, there have been **No** significant events which would affect the County's ability to meet debt requirements.

X. Cusip Numbers 2006 Bonds

MATURITY	RATE	AMOUNT	CUSIP
8/1/2011	3.500%	$ 900,000	01068RAE7
8/1/2012	3.600%	935,000	01068RAF4
8/1/2013	4.500%	965,000	01068RAG2
8/1/2014	3.750%	1,010,000	01068RAH0
8/1/2015	4.000%	1,050,000	01068RAJ6
8/1/2016	4.000%	1,090,000	01068RAK3
8/1/2017	4.000%	1,135,000	01068RAL1
8/1/2018	4.000%	1,180,000	01068RAM9
8/1/2019	4.000%	1,225,000	01068RAN7
8/1/2020	4.125%	1,275,000	01068RAP2
8/1/2021	4.125%	1,325,000	01068RAQ0

Alachua County Public Improvement Revenue Refunding Bonds, Series 2007

I. Alachua County and Municipalities Percent of Total Local Government Half-Cent Sales Tax Revenues

County Fiscal Year Ended September 30	Alachua County	Municipalities
2006	58.13%	41.87%
2007	58.09%	41.91%
2008	58.06%	41.94%
2009	58.05%	41.95%
2010	57.87%	42.13%

Source: Florida Department of Revenue

II. Historical Receipts of Local Government Half-Cent Sales Tax by the County

County Fiscal Year Ended September 30	Local Government Half-Cent Sales Tax	Percentage Change
2006	$ 12,069,753	11.64%
2007	11,400,318	-5.55%
2008	11,118,778	-2.47%
2009	9,821,396	-11.67%
2010	9,705,745	-1.18%

*Does not include amounts distributed to the Municipalities within the Count
Source: Florida Department of Revenue

III. Pro-Forma Debt Service Coverage

Fiscal Year	Maxium Annual Debt Service (1)	Local Government Half-Cent Sales Tax for the Fiscal Year Ended September 30	Pro-FormaDebt Service Coverage
2006	$ 5,370,470	$ 12,069,753	2.25x
2007	5,370,470	11,400,318	2.12x
2008	5,370,470	11,118,778	2.07x
2009	5,370,470	9,821,396	1.83x
2010	5,370,470	9,705,745	1.81x

(1) Includes the Unrefunded Bonds and the Series 2007 Bonds.
Source: Alachua County Finance Department

IV. Material Litigation

There is currently **No** material litigation which would affect the County's ability to meet debt requirements.

V. Significant Events

The following are significant events which would affect the County's ability to meet debt requirements:

A. There have been **No** principal or interest payment delinquencies.

B. There have been **No** nonpayment related defaults under the Resolution.

C. Since the County has a Debt Service Reserve Surety, there can be **No** unscheduled draws on the Reserve Account.

D. There have been **No** unscheduled draws on credit enhancement reflecting financial difficulties.

E. There have been **No** substitution of credit or liquidity providers or their failure to perform.

F. There have been **No** adverse tax opinions or events affecting the Tax-Exempt status of the 2007 Bonds.

G. There have been **No** modifications to the rights of the 2007 Bondholders.

H. There have been **No** calls on the 2007 Bonds (other than scheduled mandatory redemptions of the 2007 Bonds resulting from application of amortization installments).

I. There has been **No** defeasance of the 2007 Bonds.

J. There has been **No** release, substitution, or sale of property securing payment of the 2007 Bonds.

K. Financial Security Assurance, Inc (FSA) insures the regular payment of principal and interest on the referenced Bonds with the listed CUSIP numbers. Moody's Investors Service has downgraded the rating assigned to FSA from Aaa to Aa3.

L. There has been **No** notice of failure on the part of the Issuer to meet the requirements of Provision of Annual Information.

Therefore, there have been **No** significant events which would affect the County's ability to meet debt requirements.

VI. Cusip Numbers 2007 A Bond

MATURITY	RATE	AMOUNT	CUSIP
8/1/2011	4.000%	$ 830,000	010691DY6
8/1/2012	4.000%	860,000	010691DZ3
8/1/2013	4.000%	895,000	010691EA7
8/1/2014	5.000%	930,000	010691EB5
8/1/2015	5.000%	1,000,000	010691EC3
8/1/2016	5.000%	1,000,000	010691ED1
8/1/2017	4.000%	1,080,000	010691EE9
8/1/2018	4.000%	1,120,000	010691EF6
8/1/2019	4.000%	1,165,000	010691EG4
8/1/2020	4.200%	1,210,000	010691EH2
8/1/2021	4.250%	1,265,000	010691EJ8
8/1/2022	4.250%	1,315,000	010691EK5
8/1/2023	4.300%	1,370,000	010691EL3
8/1/2024	4.300%	1,430,000	010691EM1
8/1/2025	4.375%	1,495,000	010691EN9
8/1/2026	4.375%	1,560,000	010691EP4

VII. Cusip Numbers 2007 B Bond

MATURITY	RATE	AMOUNT	CUSIP
8/1/2011	4.000%	$ 2,175,000	010691EU3
8/1/2012	4.000%	2,265,000	010691EV1
8/1/2013	4.000%	2,350,000	010691EW9
8/1/2014	4.000%	2,450,000	010691EX7
8/1/2015	4.000%	2,555,000	010691EY5
8/1/2016	4.000%	2,660,000	010691EZ2
8/1/2017	4.000%	2,770,000	010691FA6
8/1/2018	5.000%	2,880,000	010691FB4
8/1/2019	4.000%	3,030,000	010691FC2
8/1/2020	5.000%	3,155,000	010691FD0
8/1/2021	4.000%	3,315,000	010691FE8
8/1/2022	4.125%	750,000	010691FF5
8/1/2023	4.125%	755,000	010691FG3
8/1/2024	4.125%	810,000	010691FH1
8/1/2025	4.250%	845,000	010691FJ7
8/1/2026	4.250%	875,000	010691FK4
8/1/2027	4.250%	920,000	010691FL2
8/1/2028	4.250%	955,000	010691FM0
8/1/2029	4.250%	995,000	010691FN8

Alachua County Gas Tax Revenue Bond, Series 2008

I. Number of Taxable Gallons Sold

State Fiscal Year Ended June 30	Motor Fuel	Diesel Fuel	Total Taxable Gallons (1)
2006	119,306,672.86	19,593,799.91	138,900,472.77
2007	117,937,127.93	19,195,953.50	137,133,081.43
2008	118,679,180.58	18,031,577.74	136,710,758.32
2009	113,601,381.25	15,366,755.92	128,968,137.17
2010	111,681,679.54	13,980,336.35	125,662,015.89

(1) The number of gallons shown represents fuel from which components of the Gas Tax Revenues are derived.
Source: Florida Department of Revenue

II. County Gas Tax Revenues Distributed Statewide

State Fiscal Year Ended June 30	Total Amount Distributed to the Counties	Percentage Increase (Decrease)
2006	$ 92,246,270	1.6%
2007	91,794,697	-0.5%
2008	88,900,317	-3.2%
2009	85,132,412	-4.2%
2010	84,213,489	-1.1%

Source: Florida Department of Revenue

III. County Gas Tax

County Fiscal Year Ended September 30	County Gas Tax Received	Percentage Increase (Decrease)
2006	$ 1,304,182	-0.43%
2007	1,296,299	-0.60%
2008	1,232,409	-4.93%
2009	1,214,372	-1.46%
2010	1,096,060	-9.74%

Source: Alachua County Finance Department

IV. Ninth Cent Gas Tax Revenues

County Fiscal Year Ended September 30	Ninth Cent Gas Tax Received	Percentage Increase (Decrease)
2006	$ 1,403,763	3.50%
2007	1,371,565	-2.29%
2008	1,286,671	-6.19%
2009	1,288,231	0.12%
2010	1,239,222	-3.80%

Source: Alachua County Finance Department

V. Constitutional Gas Tax Revenues

County Fiscal Year Ended September 30	Constitutional Gas Tax Received	Percentage Increase (Decrease)
2006	$ 2,928,305	-2.30%
2007	2,975,984	1.63%
2008	2,828,137	-4.97%
2009	2,803,119	-0.88%
2010	2,734,788	-2.44%

Source: Alachua County Finance Department

VI. Gas Tax Revenues

County Fiscal Year Ended September 30	Constitutional Gas Tax Received	County Gas Tax	Ninth Cent Gas Tax	Total Gas Tax Revenues	Percentage Increase (Decrease)
2006	$ 2,928,305	$1,304,182	$ 1,403,763	$ 5,636,250	-0.48%
2007	2,975,984	1,296,299	1,371,565	5,643,848	0.13%
2008	2,828,137	1,232,409	1,286,671	5,347,217	-5.26%
2009	2,803,119	1,214,372	1,288,231	5,305,722	-0.78%
2010	2,734,788	1,096,060	1,239,222	5,070,071	-4.44%

Source: Alachua County Finance Department

VII. Pro-Forma Debt Service Coverage

Fiscal Year	Maxium Annual Debt Service	Gas Tax Revenues for the Fiscal Year Ended September 30	Pro-Forma Debt Service Coverage
2007	$ 3,128,219	$ 5,643,848	1.80x
2008	3,128,219	5,347,217	1.71x
2009	3,128,219	5,305,722	1.70x
2010	3,128,219	5,070,071	1.62x

Source: Alachua County Finance Department

VIII. Material Litigation

There is currently **No** material litigation which would affect the County's ability to meet debt requirements.

IX. Significant Events

The following are significant events which would affect the County's ability to meet debt requirements:

A. There have been **No** principal or interest payment delinquencies.

B. There have been **No** nonpayment related defaults under the Resolution.

C. Since the County has a Debt Service Reserve Surety, there can be **No** unscheduled draws on the Reserve Account.

D. There have been **No** unscheduled draws on credit enhancement reflecting financial difficulties.

E. There has been **No** substitution of credit or liquidity providers or their failure to perform.

F. There have been **No** adverse tax opinions or events affecting the Tax-Exempt status of the 2008 Bonds.

G. There have been **No** modifications to the rights of the 2008 Bondholders.

H. There have been **No** calls on the 2008 Bonds (other than scheduled mandatory redemptions of the 2008 Bonds resulting from application of amortization installments).

I. There has been **No** defeasance of the 2008 Bonds.

J. There has been **No** release, substitution, or sale of property securing payment of the 2008

Bonds.

K. Assured Guaranty insures the regular payment of principal and interest on the referenced Bonds with the listed CUSIP numbers. Moody's Investors Service has downgraded the rating assigned to Assured Guaranty from Aaa to Aa2.
L. There has been **No** notice of failure on the part of the Issuer to meet the requirements of Provision of Annual Information.

Therefore, there have been **No** significant events which would affect the County's ability to meet debt requirements.

X. Cusip Numbers 2008 Bonds

MATURITY	RATE	AMOUNT	CUSIP
8/1/2011	3.750%	$ 1,085,000	01068RAT4
8/1/2012	3.750%	1,125,000	01068RAU1
8/1/2013	3.750%	1,170,000	01068RAV9
8/1/2014	3.750%	1,210,000	01068RAW7
8/1/2015	4.000%	1,255,000	01068RAX5
8/1/2016	4.000%	1,310,000	01068RAY3
8/1/2017	4.000%	1,360,000	01068RAZ0
8/1/2018	4.000%	1,415,000	01068RBA4
8/1/2019	4.125%	1,470,000	01068RBB2
8/1/2020	4.250%	1,530,000	01068RBC0
8/1/2021	4.375%	1,595,000	01068RBD8
8/1/2022	4.500%	1,665,000	01068RBE6

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters

The Honorable Board of County Commissioners and
Constitutional Officers
Alachua County, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component unit and remaining fund information of Alachua County, Florida (the "County") as of and for the fiscal year ended September 30, 2010, and have issued our report thereon dated March 1, 2011. Our report on the financial statements included a paragraph explaining that the County restated certain beginning balances due to the implementation of GASB Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of County Commissioners and Constitutional Officers, management, and oversight agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram LLC

March 1, 2011
Gainesville, Florida

March 22, 2011 Regular Board Meeting
Agenda Item #13

Title
Request General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion (Amended)

Amount
$130,400.00

Description
Request General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion

Recommendation
Approve Request for General Fund Reserves for SAN (Storage Area Network) and Disaster Recovery Expansion

Alternative(s)
Do not approve and provide staff direction

Requested By
Kevin Smith, Director

Originating Department
Information and Telecommunication Services

Attachment(s) Description
Budget Amendment, Reserve Balance Spreadsheet

Documents Requiring Action
Budget Amendment

Executive Summary
Information and Telecom Services is requesting General Fund Reserves to purchase storage capacity for the County SAN equipment and expansion of the Disaster Recovery System for the County's data network. A major upgrade of hardware and software is needed to develop a consolidated data backup system to minimize system recovery time following a network failure of the enterprise and departmental applications used by County BOCC agencies. Total cost of the project will be $204,900. ITS will be contributing $74,500 from the remaining funds in the ITS Technology Investment accounts, resulting in a need for $130,400 in additional funds from reserves.

Background
ITS requests this hardware, software and additional storage capacity to maintain a level of redundancy necessary for disaster recovery as well as provide disk capacity for existing and new applications, virtual desktop and server deployments. Recent SAN system failures have placed the County's data infrastructure recovery capabilities under severe stress. The network failures exposed weaknesses in the SAN / Disaster Recovery infrastructure and the urgency to resolve this problem to prevent future incidents from occurring.

Issues
To provide enhanced data storage capacity and upgrade the County Disaster Recovery hardware and software to provide exceptional response for business continuity plans in case of emergencies or natural disasters.

Fiscal Recommendation
Funding from General Fund Reserves is necessary as sufficient budget does not exist within ITS budgets for the expansion of the SAN.

Fiscal Alternative(s)
None

Funding Sources
ITS General Fund Reserves

Account Code(s)
001-0440-590.99-20

Attachment: ReserveSpreadsheetITSSANRequest032211.pdf
Attachment: FY 11 SAN Expansion BA Final.pdf

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-106
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Non-departmental	Appropriated Reserves	001-0440-590.99-20		(130,400)
2	General Fund	Non-departmental	Tech Fund Transfer Out	001-0000-581.91-32		130,400
3	Technology Fund	Information Services	Interfund Transfer	327-1603-381.50-00	130,400	
4	Technology Fund	Information Services	Machinery and Equipment	327-1630-519.64-30		130,400
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 130,400 | 130,400

COMBINED TOTAL: 260,800

PERFORMANCE RESULTS: Move funds from General Fund Reseves to the Technology Fund budget for County SAN equipment and expansion of the Disaster Recovery Systen

Brian Lovejoy
PREPARED BY:

ANALYST

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 MAR 23 AM 9 12

ELECTED OFFICIAL OR DEPARTMENT HEAD — 3-7-2011

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

Alachua County Board of County Commissioners
Reserves: General Fund
FY11
001-0440-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ 5,619,003
**********GENERAL FUND RESERVE BALANCE IS BELOW THE BOCC POLICY OF 5% OF OPERATING REVENUE**********					
Increase to Facilities Operating Budget for Jail Capital Projects	Facilities	10/12/2010		$ (150,000)	$ 5,469,003
County match for CJMHSA-Expansion Grant	Court Services	2/22/2011		$ (166,500)	$ 5,302,503
County SAN equip (for expansion of DRS - Disaster Recovery System	Information Services		3/22/2011	$ (130,400)	$ 5,172,103

March 22, 2011 Regular Board Meeting
Agenda Item #14

Title
Jail Kitchen Renovation Project Agreement between Mandese White Construction, Inc. Company and Alachua County Board of County Commissioners (Amended)

Amount
$341,000.00

Description
Request Approval of the Jail Kitchen Renovation Project Agreement between Mandese White Construction, Inc. Company and Alachua County Board of County Commissioners

Recommendation
Approve and execute the Agreement between Mandese White Construction, Inc. and Alachua County Board of County Commissioners for the Jail Kitchen Renovation

Alternative(s)
Reject the contract, and provide staff with direction.

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
1) Bid #11-441 Alachua County Jail Renovation Project Finance and Ranking Report 2) Contract between Alachua County BoCC and Mandese White Construction, Inc.,

Documents Requiring Action
Contract between Alachua County and Mandese White Construction, Inc. for the Jail Kitchen Renovation Project

Executive Summary
In the 2009 - 2013 Capital Improvement Program, the Alachua County Board of County Commissioners approved of a project involving the remodeling and renovation of the Kitchen at the County Jail.

Background
In 2002, Facilities Maintenance Staff conducted a Facility Condition Inspection (FCI) of County buildings including the County jail and identified a multitude of facility maintenance and improvement needs. These needs resulted in a host of maintenance upgrades and system improvements ranging from a complete upgrade of the camera and touch screen system, fire alarm upgrades, space renovations, security enhancements in the lobby, installation of energy ICON water reduction projects, life safety upgrades, replacement of washers, dryers, dishwashers , HVAC and this project remodel and renovation of the kitchen at the Jail. During the facility condition inspection in the kitchen at the Jail, County maintenance staff identified old and corroded pipes, rusted gas lines, old and inefficient appliances, including stoves, ice machine, gas kettles and fryers, refrigerators, leaking water lines, broken drain lines, rusted single and double door frames, rusted sinks, disposal units, baker's tables, refrigeration system compressors, restrooms needing upgrade, entrance doors that needed installing and the oven needed to be replaced and relocated. With

multiple maintenance needs, County Facilities carefully coordinated with the DOJ Staff for the implementation of a ten year plan of approach; making sure to limit interruptions in the daily operations at the Jail. In the 2009 - 2013 Capital Improvement Program the Board approved of a the Kitchen Remodel Project totaling $739,522,00. On December 15, 2010, the County hired CH2MHILL to provide Architectural and Engineering Services for the above project. On October 29, 2010, CH2MHILL provided the County with design and construction plans for the project. The project was assigned Bid #11-441 and was advertised on October 27, and November 3, 2010. Notifications were sent out to 917 vendors. The County received solicitation from 51 vendors and 7 vendors bided. Mandese White Construction, Inc., was the lowest and most responsive bidder. The Finance and Ranking report was approved by the Board on February 3, 2011 and BoCC approved staff to begin contract negotiation. County Maintenance staff met with Director Woody and CPT Atkins who stated that they were pleased with the project schedules and would coordinate personnel to provide security over the course of the project.

Issues
This is a critical project and failure to complete this project would result in equipment failure and if this occurs, the kitchen will be shut down. Shutting down the kitchen would pose major problems with the contractor being able to provide food for inmates.

Fiscal Recommendation
Approve and execute the contract with Mandese White Construction, Inc., in the amount of $341,000.00.

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program

Account Code(s)
300-3209-523.62-10 and 300-3212-523.62-10

Attachment: Mandese Jail Kitchen Final.pdf
Attachment: JAIL_KITCHEN_FINANCE_REPORT.pdf

(14)

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

January 19, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-441: Alachua County Jail Kitchen Renovation

Deadline for Receipt of Bids:	2:00 pm, Wednesday, December 15, 2010
Advertisement Dates:	October 27, 2010 and November 3, 2010
Notifications sent to:	917 Vendors
Solicitations Requested by:	51 Vendors
Bid(s) Received From:	7 Vendors

Firms:	**Base Bid**	**Alternate #1**
Anglin Construction Company Gainesville, FL	$539.200.00	$ 1.800.00
Atlantic Icon, Corp. Hollywood, FL 33020	$443.634.12	$18.976.43
Britt Construction, Inc. Oakland, FL	$419.900.00	
CCI Cabot Construction, Inc. Gainesville, FL	$486.644.00	$ 4,500.00
Mandese White Construction, Inc. Gainesville, FL	$335.000.00	$ 6.000.00
Oelrich Construcion, Inc. Newberry, FL	$524.900.00	$ 8.000.00
Slack Construction, Inc. Ocala, FL	$565.231.00	

Administrative Recommendation:

The recommendation of the Facilities Management Division is to approve the award of Bid #11-441; Alachua County Jail Kitchen Renovation, to Mandese White Construction, Inc., in the amount of $341,000.00 (Base Bid $335,000.00 plus Alternate #1 $6,000.00), as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

APPROVED THIS 8th DAY OF February, 2011.

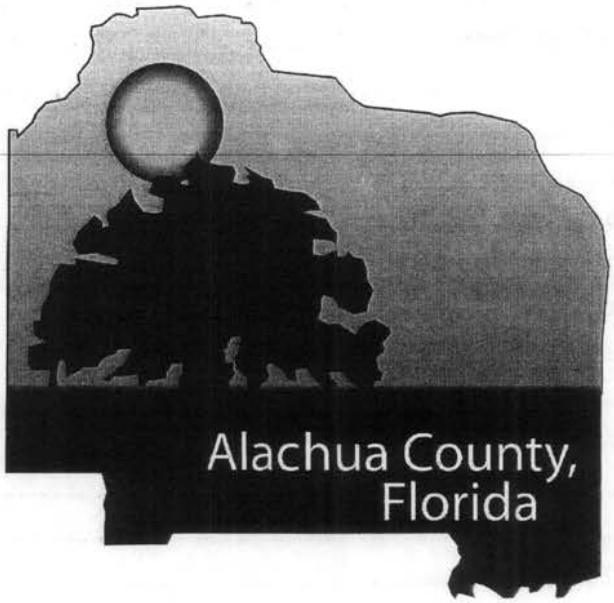
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm



ALACHUA COUNTY

GENERAL CONSTRUCTION AGREEMENT

ALACHUA COUNTY JAIL KITCHEN RENOVATION PROJECT

MANDESE WHITE CONSTRUCTION, INC.
CONTRACTOR

TABLE OF CONTENTS

ALACHUA COUNTY 1

GENERAL CONSTRUCTION AGREEMENT 1

CONTRACTOR 1

1. THE WORK: 3

2. TERM OF CONTRACT: 3

3. COMPENSATION AND PAYMENT 3

4. PROGRESS PAYMENTS AND RETAINAGE: 4

5. ASBESTOS FREE MATERIALS: 5

6. LIQUIDATED DAMAGES: 6

7. RELEASE OF LIENS: 6

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS: 7

9. INDEMNIFICATION: 7

10. INSURANCE: 8

11. BONDS: 8

12. SEVERABILITY: 8

13. AMENDMENT: 8

14. INDEPENDENT CONTRACTOR: 9

15. OPTIONAL PARTICIPATION OF CONSULTANT: 9

16. CHOICE OF LAW: 9

17. COMPLETE AGREEMENT: 9

18. NON-WAIVER: 9

19. SUCCESSORS AND ASSIGNS: 9

20. NO THIRD PARTY BENEFICIARIES 10

21. COUNTERPARTS: 10

..... 11

DATE: _____ 11

ATTACHMENT A: CONTRACT SPECIFICATIONS 1

CONTRACT SPECIFIC TERMS 1
ATTACHMENT B: GENERAL CONDITIONS 1
GENERAL CONDITIONS 1
GENERAL PROVISIONS 1
EXHIBIT A: NOTICE TO PROCEED 1
EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT 1
EXHIBIT C: FORM OF PAYMENT BOND 1

EXHIBIT D: FORM OF PERFORMANCE BOND 1

EXHIBIT E: INSURANCE 1

EXHIBIT F: RELEASE AND AFFIDAVIT 1
EXHIBIT G: APPLICATION FOR PAYMENT 1
EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN 1
ATTACHMENT C: SCOPE OF SERVICES 1
ATTACHMENT D: SCHEDULE OF VALUES 1

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of March, 20 11, by and between Mandese White Construction, Inc, hereinafter referred to as "Contractor" doing business at 2631 NW 41st Street, E-2 Gainesville Florida, 32606: and Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

1. THE WORK:

a. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in Attachment C (Scope of Services) and all incidental and necessary work thereto. (The Work)

2. TERM OF CONTRACT:

a. The initial term of the contract will be from the date of execution of this agreement until the work is completed as required by the Notice to Proceed (NTP) (**Attachment A; Exhibit 1**) and be completed by the date specified in the NTP unless amended or terminated as provided herein.

3. COMPENSATION AND PAYMENT

a. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

b. The Contractor shall be paid the sum of $Three hundred forty one thousand dollars ($341,000.00)., allocated as provided in the Schedule of Values Attached hereto.

c. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation

or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Charlie Jackson Facilities Manager
ATTN: Charlie Jackson
105 SE 1st Ave., Suite 2-B
Gainesville, FL 32601

d. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Mandese White Construction
2631 NW 41st Street, E-2
Gainesville, Fl 32606

e. No additional reimbursable expense will be paid under this Agreement

4. <u>PROGRESS PAYMENTS AND RETAINAGE:</u>

a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.

b. If the total cost of the Work required is less than $200,000, it is agreed that 10% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. Upon substantial completion, the County may reduce the retainage to 5% and if there are no outstanding issues, pay to the Contractor one-half (1/2) of amount of retainage being held. Upon final

completion and acceptance the County will pay the Contractor all retainage amounts held by the County.

c. If the total cost of the Work required is greater than $200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as payment of 50% of the Contract Amount. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.

d. Within 30 days of substantial completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.
b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable

for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP

b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of $250.00 per day for each and every calendar day after the date fixed for such substantial completion for the project.

c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum he sum of $100.00 per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit F**. The Contractor shall also provide a Release of Liens from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit H** or on a form acceptable to the County.

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:

a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.

b. In cases of discrepancy, the governing order of the documents is as follows:
   1. Contract Specific Term
   2. General Terms
   3. Scope of Service
   4. Notice to Proceed

9. INDEMNIFICATION:

a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage . This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit E**.

11. BONDS:

a. The Contractor shall provide Payment and Performance bonds in the amount of the Work (Attachment B) for the term of this agreement in the form attached hereto as **Exhibits C & D.** That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

12. SEVERABILITY:

a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

13. AMENDMENT:

a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in

the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

14. INDEPENDENT CONTRACTOR:

a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

15. OPTIONAL PARTICIPATION OF CONSULTANT:

a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager, Charlie Jackson

16. CHOICE OF LAW:

a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

17. COMPLETE AGREEMENT:

a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

18. NON-WAIVER:

a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

19. SUCCESSORS AND ASSIGNS:

a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written

consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

20. NO THIRD PARTY BENEFICIARIES

a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

21. COUNTERPARTS:

a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Lee Pinkoson, Chair

Date: _____

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: (by corporate officer)

By: _____
(Signature)

Print/Type: JOEY N. MANDESE
(Name)

Title: EXEC. VICE PRESIDENT

MANDESE WHITE CONSTRUCTION, INC

By: _____
(Signature)

Print/Type: JOSEPH M. WHITE
(Name)

Title: PRESIDENT

Date: 3/3/11

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

2.1. The actual pricing for work performed under the Contract will be as provide in the Scope of Services and the NTP.

3. HOURS OF WORK

3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.

3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.

3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.

3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Years Day
Martin Luther King Day
Memorial Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

4. WORK AUTHORIZATION

4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C):
4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.
4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.
5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.
5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.
5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.
5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions

of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

6.3. Contractor will perform background checks, acceptable to the County and the Alachua County Sheriff's Office (ACSO). On all employees of the Contractor and any subcontractors, whether full or part time, at least 72 hours prior to any employee commencing work on this Project at the Jail. The Contractor will ensure that no employee of the contractor or any sub-contractor who has not had a background check run will enter the jail.

6.4. The Contractor will be familiar with and comply with all ACSO security procedures.

7. DESIGN:

7.1. Contractor's duties under the Contract may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work.

8. ALACHUA COUNTY-FURNISHED UTILITIES:

8.1. Alachua County shall provide at no cost to Contractor utilities and toilet facilities that are existing and available at each site for Work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the NTP to compensate Contractor for providing such items.

8.2. Water:

8.2.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, a supply of water necessary for the performance of work under this Contract. Alachua County will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Alachua County water supply source is adequate for the needs of the Contract.

8.2.2. All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor, and costs included in the Scope of Services. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of

Contractor, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

8.3. Electricity:

8.3.1. Alachua County shall furnish to Contractor from existing Alachua County facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Alachua County electrical facilities are adequate for the needs of this Contract.

8.3.2. All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Alachua County. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Alachua County.

9. DIRECT PURCHASE OF MATERIALS

9.1. County may purchase materials directly and provide them to Contractor for use on the project. The Contractor will provide County with a list of bulk materials needed on the project, the cost for those materials including sales tax, and a schedule of values showing when those items are needed. If County elects to purchase certain items, Contractor will prepare a deductive change order to the contract. County shall issue a purchase order and Contractor has sole responsibility for establishing delivery and schedule. There will be no reimbursement to the Contractor if the materials are obtained by the County at less than the estimated cost.

10. PROCEDURES:

10.1. Pre-Construction Conference: After award of the contract and before the issuance of the initial NTP under this contract, Alachua County will conduct a conference to acquaint the Contractor with Alachua County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract

10.2. The work of this Contract shall be determined by the Scope of Services (Attachment C). The Contractor shall perform its construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

10.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

10.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP..

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ATTACHMENT B: GENERAL CONDITIONS

GENERAL CONDITIONS

GENERAL PROVISIONS

A. Definitions

i. Agreement: The contract executed by the County and the Contractor for the performance of the work.

ii. Board: The Alachua County Board of County Commissioners, its successors and assigns.

iii. NTP Amendment: A written document ordering a material change in the work requiring a change to the Contract Amount and/or the Contract Time, issued and signed by the Consultant

iv. Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

v. Consultant: The independent professional or the authorized representative who has contracted with the County for design and administration of a project. If no Consultant is designated by the County, then the County shall have and perform the duties and responsibilities of the Consultant

vi. Contract Modifications: Written amendment to the contract either by NTP Amendment, or Field Order.

vii. Contract Amount: The amount established in the Scope of Services (Attachment C) as the total amount to be paid for the work by the County to the Contractor as amended by NTP Amendments.

viii. Contract Time: The period of time, including authorized adjustments, allotted in the NTP for Substantial Completion of the Work.

ix. Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Contract Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor or (3) between any persons or

entities other than the County and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

x. Contract Documents: The Contract, a Scope of Services the Notice to Proceed, Drawings, Addenda, submitted proposal supplementary instructions, and any additional documents the submission of which is required by the Consultant.

xi. Contractor: The person, firm, corporation, organization or agency with whom the County has executed this Contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

xii. County: The Alachua County Board of County Commissioners, the County Manager, or the County's Representative.

xiii. County Representative: Any representative of the County so designated by the County's Facilities Manager for the purpose of this contract.

xiv. Date of Commencement: The date established in the "Notice to Proceed" issued by the County.

xv. Day: A calendar day

xvi. Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Contractor or Consultant.

xvii. Field Order: A written order issued by the Consultant for minor changes in the work but which does not involve the Work Amount, Scope or the Contract Time.

xviii. Final Completion: The date certified by the Consultant on the Final Application for Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and all contractual requirements have been met excluding work under warranty.

xix. General Specifications: That portion of the Contract consisting of the written requirements for contractual relationships and responsibilities by and between the County, Contractor, and Consultant. The General Specifications General Conditions,

Forms, and all other applicable sections of the Contract Documents.

xx. Product: The term "product" includes materials, systems and equipment.

xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.

xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.

xxiii. Specifications: The Proposal and addenda prepared by the Contractor

xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.

xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to

fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

i. The Contract shall be signed by the County Manager or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director or Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.

ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.

v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

i. Compliance with Laws, Ordinances, and Regulations

- All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.

B. Information And Services Required Of The County

i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.

v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.

C. County's Right To Stop The Work: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

D. Defective Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable, and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

B. Review Of Contract Documents And Field Conditions By Contractor

i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents

unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.

iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.

iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.

C. Supervision And Construction Procedures

i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.

ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques,

sequences and/or procedures shall be borne by the Contractor, notwithstanding that these are referred to, indicated or implied by the Contract documents, unless the Contractor has given timely notice to the County and Consultant in writing that such means, methods, techniques, sequences and/or procedures are not safe or suitable, and the County has instructed the Contractor in writing to proceed at the County's risk.

iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.

iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.

vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.

iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.

v. By making requests for substitutions based on above paragraphs, the Contractor:

- represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;

- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.

v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.

vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Permits, Fees And Notices

i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.

iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

I. Contractor's Construction Schedules

i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.

K. Shop Drawings, Product Data And Samples

i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.

v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.

viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

M. Cutting And Patching

i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or

otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. Cleaning Up

i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

O. **Access to Work**: The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

P. **Royalties And Patents**: All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 ADMINISTRATION OF THE CONTRACT

A. **Consultant**

i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term

ii. In case of termination of employment of the Consultant, the County shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

iii. If the County has not retained a Consultant, then those duties be undertaken by the County's representative.

B. **Consultant's Administration of the Contract**

i. The Consultant will provide administration of the Contract as described in the Contract Documents, and act as one of the County's representatives (1) during construction, (2) until final payment is due and (3) with the County's concurrence, from time to time during the correction periods described in "Uncovering and Correction of Work." The Consultant will advise and consult with the County. The Consultant will have authority to act on behalf of the County only to the extent provided in the Contract Documents.

ii. The Consultant will visit the site at appropriate intervals to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site inspections, the Consultant will keep the County informed of progress of the Work, and will guard the County against defects and deficiencies in the Work.

iii. Communications between the County, Consultant, and the Contractor will be with each other directly with copy to the third party of appropriate information; however, the County and the Contractor may communicate through the Consultant. Except as otherwise provided in the Contract Documents, communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County. The County reserves the right to communicate directly with any party connected with the project.

iv. On the basis of the Consultant's inspections and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

v. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant

considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the Miscellaneous Provisions of these General Conditions, whether or not such Work is fabricated, installed or completed.

vi. The Consultant will review and approve or take other appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and Samples, within fourteen (14) calendar days from the date received. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. . No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant.. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings. The Consultant will prepare NTP Amendments and may authorize minor changes in the Work as provided in Section 1.7.

vii. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with all the requirements of the Contract Documents.

viii. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the County or Contractor. The Consultant's response to such requests will be made with reasonable promptness, not more than 15 days, and within any time limits agreed upon.

ix. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the drawings. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by both County and Contractor and will not show partiality to either.

x. The Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

C. Claims

i. Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action. The Consultant shall render their decision on claims in writing. A decision by the Consultant shall be required as a condition precedent to further resolution of a Claim between the Contractor and County as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) The extent to which the Work has been completed. The decision by the Consultant in response to a Claim shall not be necessary in the event (1) the position of Consultant is vacant, (2) the Consultant has not received evidence or has failed to render a decision within agreed time limits, (3) the Claim relates to a construction lien.

ii. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.

iii. Pending final resolution of a Claim, including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

iv. Differing Site Conditions: If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions, determine if they differ materially from the contract documents, and report the Consultant's findings, recommending no change to the contract, or an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work.

v. If the Contractor wishes to make Claim for an increase in the Contract Amount, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not

vi. Claims for Additional Time

- If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the Case of a continuing delay only one Claim is necessary.
- If adverse weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

D. Resolution of Claims and Disputes: Except as otherwise provided in this contract any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the County Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The County Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the contract in accordance with the preliminary directions of the County Manager.

E. Mediation:

i. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state

the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

ii. Cost of mediation will be born equally by the County and Contractor.

1.5 SUBCONTRACTORS

A. Award Of Subcontracts And Other Contracts For Portions Of The Work

i. The Contractor shall notify the County in writing of any proposed subcontractor that is to be utilized and no subcontractor shall be employed without the written approval of the County. The Consultant will promptly reply to the Contractor in writing stating whether or not the County or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County or Consultant to reply promptly shall constitute notice of no reasonable objection.

ii. If the County or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the County or Consultant has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate ~~NTP~~ Amendment shall be issued.

iii. Subcontractors shall not be changed without approval of the County.

B. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the County and Consultant. Each subcontract agreement

shall preserve and protect the rights of the County and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the contract Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the County provided that:
   i. Assignment is effective only after termination of the Contract by the County for cause pursuant to these General Conditions and only for those subcontract agreements which the County accepts by notifying the Contractor and Subcontractor in writing; and
   ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

D. Nothing contained in this Contract shall create any kind of contractual relationship between the subcontractors and the County.

1.6 CONSTRUCTION BY COUNTY OR SEPARATE CONTRACTORS

A. County's Right To Perform Construction And To Award Separate Contracts
   i. The County reserves the right to perform construction or operations related to the Project with the County's own forces, and/or to award separate contracts in connection with other portions of the Project or other construction or operations on the site.
   ii. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean

the Contractor who executes each separate County-Contractor Agreement.

iii. The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

B. Mutual Responsibility

i. The Contractor shall afford the County and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

ii. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

iii. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

iv. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

C. The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.

D. If a dispute arises among the Contractor, separate contractors and the County as to the responsibility under their respective contracts for

maintaining the premises and surrounding area free from waste materials and rubbish, the County may clean up and allocate the cost among those responsible as the Consultant determines to be just.

1.7 CHANGES IN THE WORK

A. Changes

i. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by NTP Amendment, or Field Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents.

ii. A NTP Amendment shall be based upon agreement among the County, Contractor and Consultant; a Field Order must be issued by the County.

iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.

iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.

ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry..

iii. NTP Amendment shall be in the form of **Exhibit B.**

iv. Changes in the Contract Amount due to NTP Amendment

v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:

- labor, including social security, old age and unemployment insurance, fringe benefits required by

agreement or custom and workers' or workmen's compensation insurance;

- materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- additional supervision and field office personnel directly attributable to the change.

vi. Costs shall not include any of the following:

- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
- expenses of the Contractor's officesany part of the Contractor's capital expenses, including interest on the Contractor's capital.
- costs due to the negligence of the Contractor, any Subcontractor, and Sub-subcontractor, anyone directly or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non conforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property.
- overhead, general expense and the cost of any item not specifically or reasonably inferable as included in the items described in these paragraphs.

vii. No changes in the Contract Amounts will be admissible on any Application for Payment or become due to the Contractor until an executed NTP Amendment, or Construction Change Directive with acceptable and appropriate back-up documentation has been submitted to and approved by the County. Approval shall be in accordance with established County procedures and County Ordinance.

viii. The allowance for or the reduction to the combined overhead and profit included in the total cost to the County for NTP Amendments and/or Construction Change Directives increasing or

decreasing the Contract Amount shall be based on the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, 7 ½ percentage of the amount due the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7 ½ percentage of the amount due the Sub-subcontractor.
- Cost to which overhead and profit is to be applied shall be determined in accordance with the above paragraphs.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.
- The Contractor may add 2% of the absolute value of deductive NTP Amendments for Overhead.

C. **Field Orders**: The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the County and Contractor. The Contractor shall carry out such written orders promptly.

1.8 TIME AND PROGRESS

A. Progress And Completion

i. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a proposal the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ii. The Contractor shall not knowingly, except by agreement or instruction of the County in writing, prematurely commence operations on the site or elsewhere prior to issuance of the Notice to Proceed by the County.

iii. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the Contract Time.

B. Delays And Extensions Of Time: If the Contractor is delayed at any time in progress of the Work by an act or neglect of the County or Consultant, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the work, or by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by other causes that the Consultant determines may justify delay, then the Contract Time shall be extended by NTP Amendment for such reasonable time as the Consultant may determine.

C. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

1.9 **PAYMENTS AND COMPLETION**

A. Contract Amount: The County shall pay the Contractor for the work at the price(s) stated on the NTP No additional payment shall be made to the Contractor other than as approved by executed NTP Amendment or Construction Change Directive.

B. Schedule Of Values:

i. The Schedule of Values **(Attachment D)** shall be used as a basis for reviewing the Contractor's Applications for Payment.

ii. With their proposal for a specific job or within fifteen days of issuance of the Notice to Proceed the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the

Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and County's Representative may require. If the Consultant or the County's Representative object to the Schedule of Values as submitted, the Contractor will either support the scheduled values with documentation acceptable to the Consultant and the County's Representative or revise the Schedule of Values until an acceptable schedule is submitted.

iii. The Schedule of Values shall contain such detail as the County may reasonably require

iv. This schedule shall be revised if later found by the Consultant or the County's Representative to be inaccurate.

C. Applications For Payment

i. On the Tuesday before the last Thursday of each month, or at such other time as may be specifically agreed to by the County and Contractor in writing, the Contractor will submit to the Consultant for review an Application for Payment, (**EXHIBIT G**) completed and signed by the Contractor. The application will be based on the Schedule of Values accepted by the Consultant and the County's Representative. Amount's applied for in the application will be for work completed from the preceding month's last application to the day the application is submitted. The Contractor will provide evidence to support the amounts applied for by such data as the Consultant and the County's Representative may reasonably require, including but not limited to copies of the following: Subcontracts, Purchase Orders, Subcontractors and Material Suppliers invoices to the Contractor.

ii. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

iii. Unless otherwise provided in the Contract Documents, payments shall be made on account for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the County, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall

include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

iv. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates For Payment

i. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the County a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and County in writing of the Consultant's reasons for withholding certification in whole or in part as provided in this Section. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the County, based on the Consultant's inspections at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant.

ii. **Decisions To Withhold Certification:** The Consultant may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the County, if in the Consultant's opinion the representations to the County required by Section 1.9.4.1 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and County. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for

Payment for the amount for which the Consultant is able to make such representations to the County. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the County from loss because of:

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims;
- failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- damage to the County or another Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- persistent failure to carry out the Work in accordance with the Contract Documents.
- failure of mechanical or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings.
- the contractor fails to return a "Subcontractor Requisition for Payment and Requisition for Payment and Certification of Payment" in amounts applied for, less retainage for all subcontractors identified in the Contractor's previous Application for Payment as having completed work and applied for payment on account of such subcontractor work.

iii. The Contractor may make the necessary responses to the Consultant's reasons for withholding certification and resubmit the application.

iv. The County's Representative will review each certified application for payment. If the County's Representative does not approve the application for payment the County's Representative will, within 7 days after receipt of the application, return the application to the Consultant indicating in writing the County's reasons for not

approving payment. The Contractor may make the necessary responses to the County Representative's reasons for not approving payment and resubmit the application. If the Contractor and County's Representative cannot agree on a revised amount, the County's Representative will promptly adjust the applied for amounts and approve payment. The County's Representative will promptly notify the Contractor and the Consultant of the revised amounts. The County will, within 45 days of approving payment, pay the Contractor the amount approved by the Consultant and/or the County's Representative.

E. Progress Payments

i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the County, out of the amount paid to the Contractor on account for such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account for such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

ii. Neither the County nor Consultant shall have an obligation to pay nor see to the payment of money to a Subcontractor nor Sub-subcontractor nor material supplier except as may otherwise be required by law.

iii. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the County shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. Failure Of Payment:

i. If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the County does not pay the Contractor within 45 days the amount approved by the Consultant and/or the County's Representative, whichever is lower, then the Contractor, upon fifteen additional days' written notice to the County and Consultant, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Amount shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

G. Substantial Completion

i. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents before final payment is approved. Upon receipt of the Contractor's list, the Consultant and the County's Representative will make an inspection to determine whether the Work or designated portion thereof if substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

ii. The Contractor shall provide the County, in writing, at least ten (10) business days notification of the need to conduct an inspection for substantial completion.

iii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary

H. Partial Occupancy Or Use

i. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor or, if no agreement is reached, by decision of the Consultant.

ii. Immediately prior to such partial occupancy or use, the County, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

iii. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion And Final Payment

i. Upon written notice from the Contractor that the project is complete, the Consultant and County Representative will make a final inspection, and will notify the Contractor in a written list of particulars in which this inspection reveals that the work is defective and/or does not conform to the terms and conditions of the Contract Documents. This final inspection list may include items not contained in the substantial completion inspection punch list. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

ii. The Contractor shall provide the County, in writing, at least ten (10) business days notification of the need to conduct an inspection for final completion.

iii. Prior to final completion the Contractor shall provide operational and technical training on all equipment associated with this project as directed by the County.

iv. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the County Representative may approve the final application for payment.

v. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.

vi. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant

- an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied
- a certificate evidencing that insurance required by the Contract Documents to remain in force after final

payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County

- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- consent of surety, if any, to final payment and
- if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.

vii. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

viii. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

J. Contract Time and Liquidated Damages

i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete within the number of calendar days specified after the date of such notice.

ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 PROTECTION OF PERSON AND PROPERTY

A. Safety Precautions And Programs

i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.

iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:

- Battery: intentional offensive touching or application of force or violence to another.
- Stalking: willfully, maliciously and repeatedly following or harassing another person.

B. Safety Of Persons And Property

i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:

- exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.

v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for

whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 1.3.

vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.

vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work,

including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.

iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed,

by the County or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

vii. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

C. Acceptance Of Non-Conforming Work: If the County prefers to accept work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

1.12 MISCELLANEOUS PROVISIONS

A. Governing Law: The contract shall be governed by the law of the State of Florida. Venue shall be in Alachua County.

B. Successors And Assigns

i. The County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ii. In case the Contractor, on written consent of the County, assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the

Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

C. Notices:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The County Representative for this section is:

Alachua County Facilities Manager
PO Box 2877
Gainesville, FL 32607-2877

A copy of any Notice to Alachua County herein under shall also be sent to:
J. K. Irby
Clerk of the Court
Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
Attn: Contracts

D. Rights And Remedies:

i. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

ii. No action or failure to act by the County, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. Tests And Inspections

i. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. Refer to the technical specifications section on "Standards and Quality Controls" for elaboration on responsibilities of Contractor and County for testing.

ii. If the Consultant, County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under this Section, the Consultant will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to made so the Consultant may observe such procedures. The County shall bear such costs except as provided in below.

iii. If such procedures for testing, inspection or approval in the above paragraphs reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.

iv. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

v. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

vi. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

F. Interest: Any monies not paid by the County when claimed to be due to the Contractor under this agreement shall not be subject to interest except as provided in section 218.74(4), Florida Statutes.

G. Commencement Of Statutory Limitation Period

i. As between the County and Contractor:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- Between substantial completion and final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of approval by the County Representative of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under this Agreement or a NTP the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or County, whichever occurs last.

H. Independent Contractor: In the performance of this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the

County. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Neither the Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Contractor which may be represented by the Contractor in performance of this agreement shall not be construed to be the policies or decision of the County.

1.13 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination By The Contractor

i. The Contractor may terminate the Contract if the Work is stopped for a period of more than three months through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- issuance of an order of a court or other public authority having jurisdiction;
- an act of government, such as declaration of national emergency, making material unavailable;
- because the County has not made payment on a County Representative approved Application for Payment within 45 days after said approval;

ii. If one of the above reasons exist, the Contractor may, upon seven additional days' written notice to the County and Consultant, terminate the Contract and recover from the County payment for Work executed and reasonable expenses sustained therein plus reasonable termination expenses but shall not recover lost profit.

B. Termination By The County For Cause

i. The County may terminate the Contract if the Contractor;

- fails to supply enough properly skilled workers or proper materials;
- fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- otherwise is guilty of substantial breach of a provision of the Contract Documents.
- files a petition in Federal Bankruptcy Court,
- makes a general assignment for the benefit of his creditor(s)
- if a receiver shall be appointed for the Contractor
- disregards instructions of the County
- for any cause whatsoever shall not perform the work in an acceptable manner
- Commits any acts of workplace violence (see 1.11.1.4)

ii. When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, ten calendar days written notice, terminate employment of the Contractor upon written certification from the Consultant of such delay, neglect, or defect, and may, subject to any prior rights of the surety:

- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- accept assignment of subcontracts
- finish the Work by whatever reasonable method the County may deem expedient.

iii. When the County terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.

iv. If the unpaid balance of the Contract Amount exceeds cost of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. **Suspension By The County For Convenience**

i. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

ii. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of this Contract.

iii. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

D. Termination By The County For Convenience

i. The County may terminate the Contract for County's convenience upon ten (10) days written notice delivered by certified mail, return receipt requested, to the Contractor of intent to terminate and the date on which such termination becomes effective. In the event funds become unavailable to the County for any reason for whatsoever, this Agreement shall terminate upon twenty four (24) hours notice. The County shall be the sole and final authority as to the availability of funds.

ii. In such case the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement cost reasonably incurred by Contractor relating to commitments which had become firm prior to the termination.

iii. Payment shall include a reasonable profit for services performed. . No payment shall be made for profit for services which have not yet been performed.

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EXHIBIT A: NOTICE TO PROCEED

NTP NO.: _____

INVOICE/BILLING REFERENCE NO.: _____

PROJECT:

County: **Alachua County**, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County Contract Manager:

Contractor:

Contractor's Address:

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to provide for the above project, services as set out in the Scope of Services and proposal attached as ATTACHMENT C," to that certain Agreement of _____, 20__ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

[ ] DRAWINGS/PLANS/SPECIFICATIONS
[ ] SCOPE OF SERVICES
[ ] SPECIAL CONDITIONS
[ ] SCHEDULE OF VALUES
[ ] _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of the Notice to Proceed and shall substantially complete within one hundred and eighty (180) calendar days with final completion occurring thirty (30) calendar days after substantial completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Construction Agreement dated _____

. The amount paid for this job shall be:

$341,000.00.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed , reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

CONTRACTOR

By: _____
Witness

Date: _____

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT #	
NTP/Project #	
Contractor:	
Encumbrance #	
Contract Manager:	
Work Order Name #:	

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add (Deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

Alachua County:
By:_____
Date:_____

Approved as to Form

_____
Alachua County Attorney

Contractor:
By:_____
Date: _____

EXHIBIT C: FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

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EXHIBIT D: FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and

3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____

EXHIBIT E: INSURANCE

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.
- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.
The policies are to contain, or be endorsed to contain, the following provisions:
- A Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax **517-647-7900**

EXHIBIT F: RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF ___)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Alachua County, Florida, a body corporate existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner, dated _____, 200__, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

Contractor:

By:_____

_____

Its:_____

_____ Date:_____

Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____(state) driver's license no. _____ as identification.

My Commission Expires: _____

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT G: APPLICATION FOR PAYMENT

Contractor (Name and Address):

Job No:_____
Contract Time (Calendar Days):_____
Time Elapsed to Date:_____

Request No:_____
For Period Ending:_____
Project Name:_____
_____
State Project:_____
Federal Project No:_____

	ADDITIONS $	DEDUCTIONS $
NTP Amendments approved in previous months by Owner -- TOTAL	_____	_____
Subsequent Change Orders _____ Number Approved (Date)	_____	_____
TOTALS	_____	_____
Net change by NTP Amendments $_	THIS CERTIFICATE	$.....

Original Contract Sum	$_____
NTP Amendments (Net)	$_____
Contract Sum To Date	$_____
Balance To Finish	$_____
Completed To Date	$_____
Materials Stored	$_____
Total Completed & Stored	$_____
Less Retainage____%	$_____
Add Back Retained Amount Covered By Securities	$_____
TOTAL	$_____
Less Previous Certificates	$_____
Less Materials Purchased Directly By Owner:	$_____

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON SCHEDULE OF VALUES AND TOTAL ON THIS LINE

TOTAL AMOUNT PAID THIS CERTIFICATE TO SBE SUBCONTRACTORS $_____

CERTIFICATION BY THE CONTRACTOR : According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR:_____ By:_____

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this (date) by (name of officer or agent , title of officer or agent) of (name of corporation acknowledging) , a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgement)

(Name typed printed or stamped)

(Title or Vendor)

(Serial number, if any)

CERTIFICATION BY THE ARCHITECT- ENGINEER: I certify that I have checked and verified this Progress Payment Application: that to the best of my knowledge and belief, the above application is a true statement of the value of the work performed and the materials suitable stored on the site; that all work and materials included in this Certificate have been inspected by me or by my authorized assistants; that all work has been performed and material supplied in full accordance with the terms of this Contract; and I approved for payment the amount noted above.

REVIEWED AND RECOMMENDED FOR PAYMENT:

_____

_____ Date:_____

Architect-Engineer

APPROVED FOR SERVICES, PERFORMED AS STATED BY:

_____ Date:_____

Owner's Owner's Representative

EXHIBIT H: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL ____
FINAL ____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of $ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (Owner) on the job of _____to the following described property: _____ _____.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____ _____
(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this day of (year) , by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

_____
(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced: _____

ATTACHMENT C: SCOPE OF SERVICES

1. Kitchen food production must be operational by 4:00 AM to 7:00 PM daily.

2. All contractor's and sub-contractor's employees (whether full or part time) working in or around the Correctional Facility will be required to have background checks acceptable to the County and to the Alachua County Sheriff's Office and all employees of the contractor and sub-contractor shall comply with all rules and regulations of the correctional staff.

3. Pre-construction meeting required with contracted kitchen vendor/ security to conceptually plan the project Phasing as not to interfere with inmate daily food production for hot or cold meals as required by the Florida Model Jail Standards Chapter 6 Food.

4. Receipt of the Plans, Drawings and Specifications for the Construction of the Alachua County Jail Kitchen Design, CH2MHill Project # 399462 are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.

ATTACHMENT D: SCHEDULE OF VALUES

Mandese White Construction

Continuation Sheet - (Based on AIA Document G703 - 1992)

Project:
Alachua Co. Jail Kitchen Reno

Application No. SOV
Application Date:
Period To:
Architect's Project No:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage (If Variable Rate)
1	General Conditions	58,000				0	0%	58000	
2	Permits & Fees	2,500				0	0%	2500	
3	Insurances	3,500				0	0%	3500	
4	Performance and Payment Bond	4,500				0	0%	4500	
5	Interior Demolition / Safe Off M,E,P	13,905				0	0%	13905	
6	C-I-P Concrete Interior Footing	3,800				0	0%	3800	
7	Masonry	5,785				0	0%	5785	
8	Miscellaneous Steel	6,673				0	0%	6673	
11	Firesafing above CMU wall	750				0	0%	750	
12	Doors, Frames, Hardware, w/lites	34,000				0	0%	34000	
13	Drywall - Ceilings	1,500				0	0%	1500	
14	Ceramic Tile	49,806				0	0%	49806	
15	**Alternate #1** - Quarry Tile	6,000				0	0%	6000	
16	Painting	9,500				0	0%	9500	
17	Food Service	98,531				0	0%	98531	
18	Refrigeration Compressors / Evaporators (per Add. #2)	25,000				0	0%	25000	
19	Plumbing	11,750				0	0%	11750	
20	Electrical	5,500				0	0%	5500	
21									
79									
80	Totals	341,000	0	0	0	0	0%	341000	

Page 1 of 1

Mandese White Construction

CASH FLOW PROJECTION

Project: Alachua County Jail Kitchen Renovation

Budget: 341,000

Duration: 6 months

Costs through
Cash flow thru Pay Application No. 0
Change Orders Included: 0 updated: 1-Feb-11

Month	Projected Monthly Cash Flow	Projected Cumulative Cash Flow	Projected Percent Complete	Notes
Feb-11	$ 36,000	$ 36,000	11%	Projected Cost
Mar-11	$ 48,000	$ 84,000	25%	Projected Cost
Apr-11	$ 49,000	$ 133,000	39%	Projected Cost
May-11	$ 50,000	$ 183,000	54%	Projected Cost
Jun-11	$ 52,000	$ 235,000	69%	Projected Cost
Jul-11	$ 58,000	$ 293,000	86%	Projected Cost
Aug-11	$ 48,000	$ 341,000	100%	Projected Cost

Page 1

March 22, 2011 Regular Board Meeting
Agenda Item #15

Title
Florida Department of Environmental Protection Short Form Consent Order (Amended)

Amount
$1,410.00

Description
Request Approval of the Florida Department of Environmental Protection Short Form Consent Order

Recommendation
Approve the Florida Department of Environmental Protection Short Form Consent Order

Alternative(s)
Do not approve the DEP Short Form Order Consent

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
DEP Short Form Consent Order

Documents Requiring Action
DEP Short Form Consent Order

Executive Summary
The Department of Environmental Protection (DEP) Short Form Consent Order (SFOC) is an agreement to pay civil penalties for violation of Florida Statutes and Chapter 62, Florida Administrative Code for failure to take the correct number of water samples and notifying the public when the water well at Owens-Illinois Park tested positive for coliform. The Short Form Consent Order and payment of the civil penalties is the process for resolving the violations. The Short Form Consent Order was e-mailed to Public Works on February 8, 2011. It states that the form needs to be signed and returned within 30 days of receipt. DEP has agreed to extend the return date to March 25, 2011.

Background
Owens-Illinois Park is served by an on-site well and chlorination system. During 2010 the water system failed to meet state standards as follows: 1. Two distribution samples tested positive for coliform during the second quarter of 2010. 2. Insufficient total coliform samples from the distribution system were submitted in June 2010, and again in October 2010, after a positive total coliform sample during the previous month. Rule 62-550.518(8), F.A.C., states that a system collecting fewer than five routine distribution samples per month having one or more positive sample per month, shall collect at least five routine distribution samples during the next month the system provides water to the public. 3. Insufficient repeat samples were submitted to the Department after two positive routine coliform samples during the second quarter of 2010, and one positive routine sample during the third quarter of 2010. Rule 62-550.518(7)(b), F.A.C., states that a transient non-community water system that collects quarterly routine samples shall collect no fewer than four repeat samples for each total coliform routine positive sample found. 4. No Public

Notice was issued for the total coliform MCL that occurred during the second quarter of 2010. Rule 62-660.410, F.A.C., states that a public notice shall be issued when the system fails to comply with the MCL for a primary contaminant. The Short Form Consent Order and payment of the civil penalties is the process for resolving the violations. The Short Form Consent Order was e-mailed to Public Works on February 8, 2011. It states that the form needs to be signed and returned within 30 days of receipt. DEP has agreed to extend the return date to March 25, 2011. Following are definitions of some DEP terms relevant to this issue: Warning Letters are frequently DEP's initial notification to a responsible party that DEP has observed possible violations of law. Warning letters are normally issued in cases where DEP intends to pursue a consent order, at a minimum, and/or penalties. Notice of Violation (NOV) are administrative complaints; in other words, they initiate a formal administrative proceeding against a 'respondent' to address violations of environmental laws. A NOV issued pursuant to ELRA includes a listing of the violations at the site or facility, a penalty amount calculated for each violation, and a description of the procedure for either contesting the NOV or negotiating a settlement to return the site or facility to compliance in a timely manner. Non-ELRA NOVs do not include penalties and may only seek corrective actions and damages. Consent Orders are used to formally settle enforcement actions and constitute a final order pursuant to section 120.52(7), Florida Statutes. A consent order binds a party who has violated Florida's environmental laws ('respondent') to perform specific actions within identified time frames to resolve the violation, sets out DEP's findings that the respondent violated the law and specifies the terms of settlement. A consent order may be agreed on at any point in the administrative process, including before or after DEP issues a Notice of Violation. Consent orders are authorized in section 120.57(4), Florida Statutes and are the administrative version of a judicial consent decree or consent final judgment. DEP uses three types of consent orders: short form, model and long form. Short form – A short form consent order is used exclusively to settle cases where the only issue left to resolve is the payment of money, whether for penalties, damages, cost reimbursement or a combination of these. DEP developed a template short form consent order for simplicity and consistency, which is used by enforcement staff only in this circumstance. If corrective actions are required, DEP must use either a model or long form consent order.

Issues
The SFCO is due to DEP March 25, 2011.If the SFCO is not approved then DEP will issue a Notice of Violation that will involve additional staff time with potential higher monetary penalties.

Fiscal Recommendation
Funding is available in the Parks operating budget

Fiscal Alternative(s)
None

Funding Sources
General Fund and MSTU

Account Code(s)
001-4100-572.49-99 008-4100-572.49-99

Attachment: DEP Short Form Consent Final.pdf

Florida Department of
Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Mimi A. Drew
Secretary

February 8, 2011

SEND VIA E-MAIL: rma@alachuacounty.us

Mr. Robert M. Avery, CPRP
Parks Superintendent
Alachua County
P. O. Box 1188
Gainesville, FL 32602-1188

Proposed Settlement of DEP vs. Owen-Illinois Park
OGC File No.: SFCO 11-0076

Dear Mr. Avery:

The purpose of this letter is to complete the resolution of the matter previously identified by the Department in the Warning Letter No. WL10-0072-PW-01-NED dated December 10, 2010, a copy of which is attached. The Department finds that you are in violation of the rules and statutes cited in the attached Warning Letter. The corrective actions required to bring your facility into compliance have been completed. In order to resolve these matters, you are assessed civil penalties in the amount of $1,160.00, along with $250.00 to reimburse Department costs, **for a total of $1,410.00**. The civil penalties are apportioned as follows:

$160.00 for violation of Rule 62-550.310, F.A.C.
$300.00 for violation of Rule 62-550.518(8), F.A.C.
$300.00 for violation of Rule 62-550.518(7)(b), F.A.C.
$400.00 for violation of Rule 62-560.410(1)1.b., F.A.C.

The Department acknowledges that the payment of these civil penalties by you does not constitute an admission of liability. This payment must be made payable to the Department of Environmental Protection by cashier's check or money order and shall include the OGC File Number assigned above and the notation "Ecosystems Management and Restoration Trust Fund." Payment shall be sent to the Department of Environmental Protection, Northeast District, 7825 Baymeadows Way, Suite B200, Jacksonville, Florida 32256-7590, within 30 days of your signing this letter.

Your signing this letter constitutes your acceptance of the Department's offer to resolve this matter on these terms. If you elect to sign it, please return the entire letter to the Department at the address indicated above. The Department will then countersign the letter and file it with the Clerk of the Department. When the signed letter is filed with the Clerk, the letter shall constitute final agency action of the Department, which shall be enforceable pursuant to Section 120.69 and 403.121, Florida Statutes.

If you do not sign and return this letter to the Department at the District address **within 30 days of it being received**, the Department will assume that you are not interested in settling this matter on the above described terms, and will proceed accordingly. None of your rights or substantial interests are determined by this letter unless you sign it and it is filed with the Department Clerk.

Sincerely,

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

John J. Davis, P.G.
Potable Water Supervisor

FOR THE RESPONDENT:

I, Lee Pinkoson, Chair **on behalf of,** Board of County Commissioners of Alachua County,
(Please type or print name) (Please type or print company name)

HEREBY ACCEPT THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.

ATTEST:
J. K. IRBY, CLERK

(Signature) (Date)

- -

FOR DEPARTMENT USE ONLY

DONE AND ENTERED this_____ day of _____, 20___ in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Gregory J. Strong
District Director

FILING AND ACKNOWLEDGEMENT
FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk **Date**

Enclosure: WL10-0072

NOTICE OF RIGHTS

Persons who are not parties to this Consent Order but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:
(a) The Department's Consent Order identification number and the county in which the subject matter or activity is located; (b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; (c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order; (d) A statement of when and how the petitioner received notice of the Consent Order; (e) A statement of all material facts disputed by petitioner, if any; (f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order; (g) A statement of which rules or statutes the petitioner contends require reversal or modification of the Consent Order; and (h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

Florida Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Phone: 904/256-1700 ♦ Fax: 904/448-4366

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

December 10, 2010

SENT VIA E-MAIL: ravery@co.alachua.fl.us

Mr. Robert Avery, Parks Superintendent
Alachua County Public Works
P. O. Box 1188
Gainesville, FL 32602-1188

Alachua County - Potable Water
Warning Letter No. WL10-0072-PW-01-NED
Owen-Illinois Park // PWS ID: 2014216

Dear Mr. Avery :

The purpose of this letter is to advise you of possible violations of law for which you may be responsible and to seek your cooperation in resolving this matter. A review of our records indicates that violations of Florida Statutes and Chapter 62, Florida Administrative Code (F.A.C.) may exist at the above referenced facility. During the records review, the following was noted:

1. Two distribution samples were total coliform positive during the second quarter of 2010. It is a violation of Rule 62-550.510, F.A.C. for a public water system to exceed the total coliform maximum contaminant level (MCL), which is more than one total coliform positive distribution sample during a quarter.

2. Insufficient total coliform samples from the distribution system were submitted in June 2010, and again in October 2010, after a positive total coliform sample during the previous month. It is a violation of Rule 62-550.518(8), F.A.C., which states that a system collecting fewer than five routine distribution samples per month having one or more positive sample per month, shall collect at least five routine distribution samples during the next month the system provides water to the public.

3. Insufficient repeat samples were submitted to the Department after two positive routine coliform samples during the second quarter of 2010, and one positive routine sample during the third quarter of 2010. It is a violation of Rule 62-550.518(7)(b), F.A.C., which states that a transient non-community water system that collects quarterly routine samples shall collect no fewer than four repeat samples for each total coliform routine positive sample found.

4. No Public Notice was issued for the total coliform MCL that occurred during the second quarter of 2010. It is a violation of Rule 62-660.410, F.A.C., which states that a public notice shall be issued when the system fails to comply with the MCL for a primary contaminant.

You are requested to contact Blanca R. Rodriguez within fifteen (15) days of receipt of this warning letter to discuss this matter. The Department is interested in reviewing any facts you may have that will assist in determining whether any violations have occurred.

Please be advised that this Warning Letter is part of an agency investigation, preliminary to agency action in accordance with section 120.57(4), Florida Statutes. We look forward to your cooperation in completing the investigation and resolution of this matter.

Sincerely,

Kimberly N. Neumann
Potable Water Enforcement Coordinator

Enforcement File

March 22, 2011 Regular Board Meeting
Agenda Item #16

Title
Gatorball Baseball Academy, Inc. Agreement for the Management of the Jonesville Park Ball Field Facilities. (Amended)

Amount
N/A

Description
Request Approval of the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities.

Recommendation
Approve the Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities.

Alternative(s)
Do not approve the Agreement with Gatorball Baseball Academy, inc. for the Management of the Jonesville Facilities and provide direction to staff.

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities

Documents Requiring Action
Agreement with Gatorball Baseball Academy, Inc. for the Management of the Jonesville Park Ball Field Facilities.

Executive Summary
On January 11, 2011, the Board approved the ranking for the Request for Proposal #11-16 "Annual Management of the Ball Field Facilities at Jonesville Park" and authorized staff to negotiate a contract with the topped ranked firm Gatorball Baseball Academy, Inc. Under the management contract Gatorball provides scheduling services, daily maintenance, recreational programs, concessions, and operates tournaments and other related baseball and softball activities at no cost to the county.

Background
On January 11, 2011, the Board approved the ranking for the Request for Proposal #11-16 "Annual Management of the Ball Field Facilities at Jonesville Park" and authorized staff to negotiate a contract with the topped ranked firm Gatorball Baseball Academy, Inc. Under the management contract Gatorball provides scheduling services, daily maintenance, recreational programs, concessions, and operates tournaments and other related baseball and softball activities. Ball fields are available for use by the general public for pickup games at no cost except when games or tournaments are scheduled. There is no cost to the county for these services. Gatorball charges fees for the rental of the fields, participation in the recreation programs, and concession operations. The county provides once a day janitorial service for the restrooms, basic maintenance of the ball fields such as mowing, and repairs to the building and facilities when needed.

Issues
The ball fields will not be fully utilized if there is no management agreement

Fiscal Recommendation
None

Fiscal Alternative(s)
None

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Gatorball BB Acad Mngt Jonesville Fields Final.pdf

AGREEMENT FOR THE
OPERATION AND MANAGEMENT OF
JONESVILLE PARK BALL FIELD FACILITIES

This agreement is entered into this 22nd day of March, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Gatorball Baseball Academy, Inc, doing business at 6750 NW 16th Street, Suite A, Gainesville, Fl. 32653, hereinafter referred to as "Contractor".

Whereas, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Alachua County, Florida, to provide for and maintain County property; and,

Whereas, the Board of County Commissioners of Alachua County, Florida, deems it appropriate to provide operation and management services for the Ball Field facilities at the County property known as Jonesville Park; and,

Whereas, the Contractor desires to and is qualified to provide the necessary services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term - This agreement is effective beginning on the date first written above and continuing through **September 30, 2014** with an option by the County to renew for **one (1)** additional **three (3)** period under the same terms and specifications contained herein unless earlier terminated as provided herein.

a. Renewal shall be based on the Contractor providing satisfactory management service as set forth in this management agreement.
b. The County and Contractor shall at a minimum meet annually to review and determine the Contractor's satisfactory performance using the form provided in **Attachment A**.
c. The County and Contractor shall at a minimum review the terms and requirements of the agreement every two years to ensure the agreement provides for a baseball/softball program that meets the needs of the public.

2. Duties of the Contractor - The Contractor shall have and perform the duties, obligations, and responsibilities to the County set forth in **Attachment B.**

3. Duties of the County - The County shall have and perform the duties, obligations, and responsibilities to the Contractor set forth in **Attachment B.**

4. Representations and Warranties - By executing this agreement, the Contractor makes the following express representations and warranties:

a. The Contractor is a professional qualified to perform the services described.
b. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
c. The Contractor acknowledges that the County's review of the work performed in no way

diminishes the Contractor's warranty pertaining to the work performed.

5. Method of Payment – The Contractor shall provide the services set forth in this agreement at no cost to the County.

6. Personnel - The Contractor will assign only qualified personnel to perform any service concerning this agreement. At the time of execution of this agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Stephen Barton	Owner
Amber Barton	Office Manager
David Banes	Camp Coordinator/Hitting Instructor
Johnny Wiggs	Pitching Instructor
Jeff Corsaletti	Travel Team Coach/Hitting Instructor

So long as the individual(s) named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names.

7. Notice of Default - Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:
Richard Hedrick
Director
Public Works
PO Box 1188
Gainesville, FL 32602-1188

Contractor:
Gatorball Baseball Academy
6750 NW 16th Street, Suite A
Gainesville, Fl. 32653
Attn: Stephen Barton

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
Attn: Contracts

8. Default and Termination - The failure of the Contractor to comply with any provision of this agreement will place the Contractor in default. Prior to terminating the agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor fourteen (14) days to cure the default. The Parks Superintendent is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Public Works is authorized to provide final termination notice on behalf of the County to the Contractor.

If funds to finance this agreement become unavailable, the County may terminate the agreement

with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds.

9. Project Records – For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the contract. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. Insurance - The Contractor will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in **Attachment C**.

11. Permits - The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations - The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. Indemnification - The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

14. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

15. Successors and Assigns - The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

16. Independent Contractor - In the performance of this agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the

agreement.

17. Collusion - By signing this agreement, the Contractor declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. Conflict of Interest - The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

20. Severability - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

22. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

24. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

25. Counterparts – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

26. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. Construction - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

28. Entire Agreement - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chairman
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (corporate officer)

By: _____

Print: AMBER BARTON

Title: VICE PRESIDENT

Gatorball Baseball Academy, Inc

By: _____

Print: Stephen Barton

Title: Owner

ATTACHMENT A

Jonesville Park Ball Field Complex
Performance Criteria Review

Satisfactory	Needs Improvement	Unsatisfactory	Criteria	Comments
☐	☐	☐	Managed as a "County" facility	
☐	☐	☐	Facility promotes a positive image	
☐	☐	☐	All services meet ADA requirements	
☐	☐	☐	Operated in accordance with Ordinance 98-14	
☐	☐	☐	Hours of Operation	
☐	☐	☐	Special Population Program/Services	
☐	☐	☐	Instructional Services	
☐	☐	☐	Equipment Services	
☐	☐	☐	Baseball/Softball Program Services	
☐	☐	☐	Tournaments	
☐	☐	☐	Fees	
☐	☐	☐	Public Access and Use	
☐	☐	☐	Public Schools and Recreation Programs	
☐	☐	☐	Maintenance-Ball Fields	
☐	☐	☐	Maintenance-Grounds	
☐	☐	☐	Maintenance-Building	
☐	☐	☐	Customer Service	
☐	☐	☐	Personnel Management	
☐	☐	☐	Health and Safety	
☐	☐	☐	Public Relations and Marketing	
☐	☐	☐	Reporting	
☐	☐	☐	Staffing	

Performance for renewal shall be based on the Contractor having no less than 60% rated as "Satisfactory" and no more than 20% rated as "Unsatisfactory".

☐	☐	☐	**Performance for renewal of agreement**

ATTACHMENT A

Jonesville Park Ball Field Complex
Performance Criteria & Targets

Ball Field facilities managed and operated as a "County" facility, promoting a positive image for the County

All operation and management services shall meet ADA requirements and applicable codes and regulations.

The Contractor shall operate the ball field facility operated in accordance with the provisions of Alachua County Ordinance 98-14, as may be from time to time amended and attached hereto as Exhibit B.

Hours of Operation

- Open daily from 8:00 AM to 10:00 PM

Special Population Program/Services

- # of successful programs and services:
  - At least one special population program per year
- Outreach programs:
  - Scholarship opportunities will be publicized quarterly

Instructional Services

- Classes offered daily

Ball Field Program Services

- Ball Field Reservation/Assignment System established
- Activity Registration system established
- 3 Organize Activities (such as tournaments, socials, etc.) offered yearly
- Ball Field Activity information distributed

Tournaments

- 3 baseball/softball tournaments (by age group and ability) provided yearly
- Works cooperatively with organizations such as the Gainesville Sports Organizing Committee (GSOC) to bring in and provide facilities for tournaments and other baseball/softball activities

Fees

- Fee structure set forth in **Exhibit C** is maintained
- Rates are competitive
- Rates are not exclusionary to special populations

Public Access and Use

- Times for general public access and use is convenient for the public.
- Ball Field available at all times for public access and use during non-tournament play.
- A schedule for public access and use is posted.

ATTACHMENT A

Public Schools and Recreation Programs

- Works cooperatively with public schools and local recreation programs

Maintenance-Fields

- Ball Fields maintained in playable condition

Maintenance-Grounds

- Debris picked up daily.

Maintenance-Building

- Interior and exterior maintained in good repair and cleanliness on a daily basis
- Restrooms maintained in clean, odor free, sanitary condition on a daily basis

Customer Service

- Customer complaint process established
- No more than 12 customer complaints per year
- 80% of customer complaints resolved
- Customer survey document prepared
- Customer surveys taken quarterly

Personnel Management

- Customer service training program established
- All employees trained in customer service
- Enhanced skill training program established
- All instructors given enhanced skill training

Health and Safety

- Site inspections conducted daily
- Incident/Accident reporting system established
- Emergency Response system established
- Repairs to facilities made with in 7 days.
- Drug free workplace program established

Public Relations and Marketing

- Advertisement in the Phone Book
- Website established
- Flyers prepared and made available to the public

Reporting

- Proper financial records maintained
- Monthly financial reports provided to the County
- Quarterly financial reports provided to the County
- Annual audit performed by a certified public accountant provide to the County

ATTACHMENT A

Staffing

- Full background checks including child abuse registry conducted on all employees
- All federal, state, and local requirements for the recruitment and selection of staff are followed
- Employees dismissed that are involved in but not limited to misconduct, drugs, alcohol consumption, use or possession of firearms while on County premises.

ATTACHMENT B

SCOPE OF SERVICES
FOR OPERATION AND MANAGEMENT OF
JONESVILLE PARK BALL FIELD FACILITIES

I. GENERAL:

The Contractor shall provide all necessary labor, materials and equipment as set forth in this scope of services for the operation and management of ball field facilities at the County's Jonesville Park located at 14100 N.W. 32nd Avenue, Gainesville, Florida. The County shall provide the land for the facilities. The Contractor shall operate and manage the ball field facilities to provide recreational opportunities for the public while generating revenue to cover Contractor's operating expenses.

The project shall consist of the operation and management of the ball field facilities at the County's Jonesville Park. All labor, equipment, services, materials and permits for the operation and management of the ball field facilities shall be the Contractor's responsibility. The complete ball field facilities consist of a total of four ball fields, concession/restroom building, landscaping, irrigation and required utilities. The ball field facilities shall be located as set forth in the park master site plan (**Exhibit A**).

The ball field facilities shall be managed and operated as a "County" facility, promoting a positive image for the County.

All operation and management services shall meet ADA requirements and applicable codes and regulations.

The Contractor is responsible for running the ball field facilities in accordance with the provisions of Alachua County Ordinance 98-14, as may be from time to time amended and attached hereto as **Exhibit B**.

II. MANAGEMENT/OPERATIONAL CRITERIA:

1.0 All services shall meet ADA requirements.

2.0 **Hours of Operation**

The ball field facilities at a minimum shall be open daily from 8:00 AM to 10:00 PM.

3.0 **Services**

The Contractor shall provide at a minimum the following services to the public:

3.1 Special Population Program/Services

3.1.1 All services provided by the Contractor shall include provisions for special populations such as low income families, disabled citizens, and others.

3.1.2 Provisions for special populations shall include scholarships to assist with the cost of participating in the programs. Additional efforts shall include but not be limited to special programs and services to meet the needs of a particular special population and out reach programs, etc.

3.2 Instructional Services

3.2.1 Classes

Hitting Lessons
Pitching Lessons
Catching Lessons
Defensive Lessons
Travel Baseball
Camps/Clinics
Hitting/ Defensive Clinics
(available year round)
Winter Holiday Camp
Spring Training (February)
Spring Break Camp
Summer Baseball Camps
Strength Training Programs (at indoor facility)
Memberships (for use of indoor facility)

3.3 Ball Field Program Services

3.3.1 Field Reservation/Assignment System
3.3.2 Activity Registration
3.3.3 Organize Activities
3.3.4 Dispense Ball Field Activity information

4.0 **Tournaments**

4.1 Arrange, schedule and promote baseball/softball tournaments for all age groups and abilities.

4.2 Coordinate and cooperate with organizations such as the Gainesville Sports Organizing Committee (GSOC) to bring in and provide facilities for tournaments and other activities.

4.3 Coordinate tournament dates with the other contract mangers at the park

4.3.1 Gainesville Soccer League, Inc.
4.3.2 Jonesville Tennis, LLC

5.0 **Fees**

5.1 The fee structure is set forth in Exhibit C.

5.2 Contractor shall retain all fees collected in accordance with Exhibit C.

5.3 The fee structure shall include a scholarship program for special populations.

5.4 The fee structure shall be reviewed at a minimum annually to ensure the rates are competitive and not exclusionary to special populations.

5.5 The County's Department of Public Works Director is authorized to approve or disapprove all activities, proposals, fees and events proposed by the Contractor. All approvals under this subsection shall be in writing with a copy provided to the Office of Management and Budget, Grants and Contracts Administrator.

6.0 **Public Access and Use**

6.1 Provide time for general public access and use of the ball fields at times convenient for the public. (General public use shall be considered time when the fields are not reserved for lessons, team practice or tournaments, or other scheduled events, but available on a first come first serve basis)

6.2 Provide a schedule for public access and use.

6.3 The County's Department of Public Works Director is authorized to approve or disapprove the schedule for public use.

7.0 **Public Schools and Recreation Programs**

7.1 Coordinate and cooperate with public schools and recreation programs to meet their program needs.

8.0 **Maintenance**

The Contractor shall provide all equipment and materials and be responsible for daily maintenance and repairs to the ball field facilities and grounds area.

8.1 Ball Fields:

8.1.1 Assure Ball Fields are maintained in playable condition.

8.2 Grounds:

8.2.1 Pick up all debris within the area designated in the master site plan as the ball field facility.

8.2.2 The County shall mow the grounds and maintain the clay infields on their regular weekly schedule. Any additional field maintenance shall be the Contractor's responsibility.

9.0 **Buildings**

9.1 Maintain interior and exterior in good general repair and cleanliness.

9.2 Maintain restrooms in clean, odor free, sanitary condition.

9.3 Provide additional restroom paper products and cleaning supplies during tournaments.

9.4 The County shall provide once a day janitorial services.

9.5 The County shall provide repairs beyond normal

10.0 **Utilities**

10.1 Pay utility costs for the concession restroom building and the sports lighting

11.0 **Administrative Responsibilities**

11.1 Customer Service

11.1.1 Ensure positive customer relations

11.1.2 Resolving customer problems

11.1.3 Customer Surveying

12.0 **Personnel Management**

12.1 Training all employees for customer service

12.2 Enhanced skill training if applicable

13.0 **Health and Safety**

13.1 Regularly scheduled site inspections

13.2 Incident/Accident reporting

13.3 Emergency Response

13.4 Repairs to facilities as needed for health, safety and aesthetics

13.5 Work environment shall be a drug free workplace.

14.0 **Public Relations and Marketing**

14.1 Provide public relations material to promote the ball field facilities and activities

14.2 Advertising in newspapers, magazines and trade publications

14.3 In-house promotions and sales

14.4 Promotions during tournaments

15.0 **Reporting**

15.1 Maintain financial records and reports, books, records, documents, invoices and other evidence and accounting procedures so as to properly reflect all revenues and expenditures associated with the management and operation of the ball field facilities.

15.2 Provide to the County, monthly and quarterly financial reports on the ball field facilities operation in a form acceptable to the County.

15.3 Provide to the County a monthly Operations Report to include:

15.3.1 Ball Field Program Services

15.3.2 Field Reservations and availability

15.3.3 Baseball/softball instruction

15.3.4 Participation and field availability

15.3.5 Waiting period

15.3.6 Special Events

15.3.7 Tournaments

15.3.8 Clinics

15.3.9 Incident/Accident Reports

15.3.10 Report on service to special populations; services and activities related to this group

15.3.11 Provide to the County an annual report containing a summary of all activities reported on in the monthly financial and operations reports.

15.3.12 Provide to the County an annual audit performed by a certified public accountant.

16.0 **Staffing**

16.1 Recruitment And Selection

16.1.1 The Contractor shall recruit and select the appropriate number of qualified and trained personnel to properly manage and operate the ball fields and all related facilities. Full background checks are required. The Contractor shall meet all federal, state, and local requirements for the recruitment and selection of staff.

16.2 Staffing Changes:

16.2.1 The County reserves the right to request the dismissal of any Contractor employee whose performance or actions are deemed detrimental to the program or not acceptable to County policies.

16.2.2 The Contractor shall operate a drug free work place and dismiss any employee involved in but not limited to misconduct, drugs, alcohol consumption, use or possession of firearms while on County premises.

EXHIBIT A

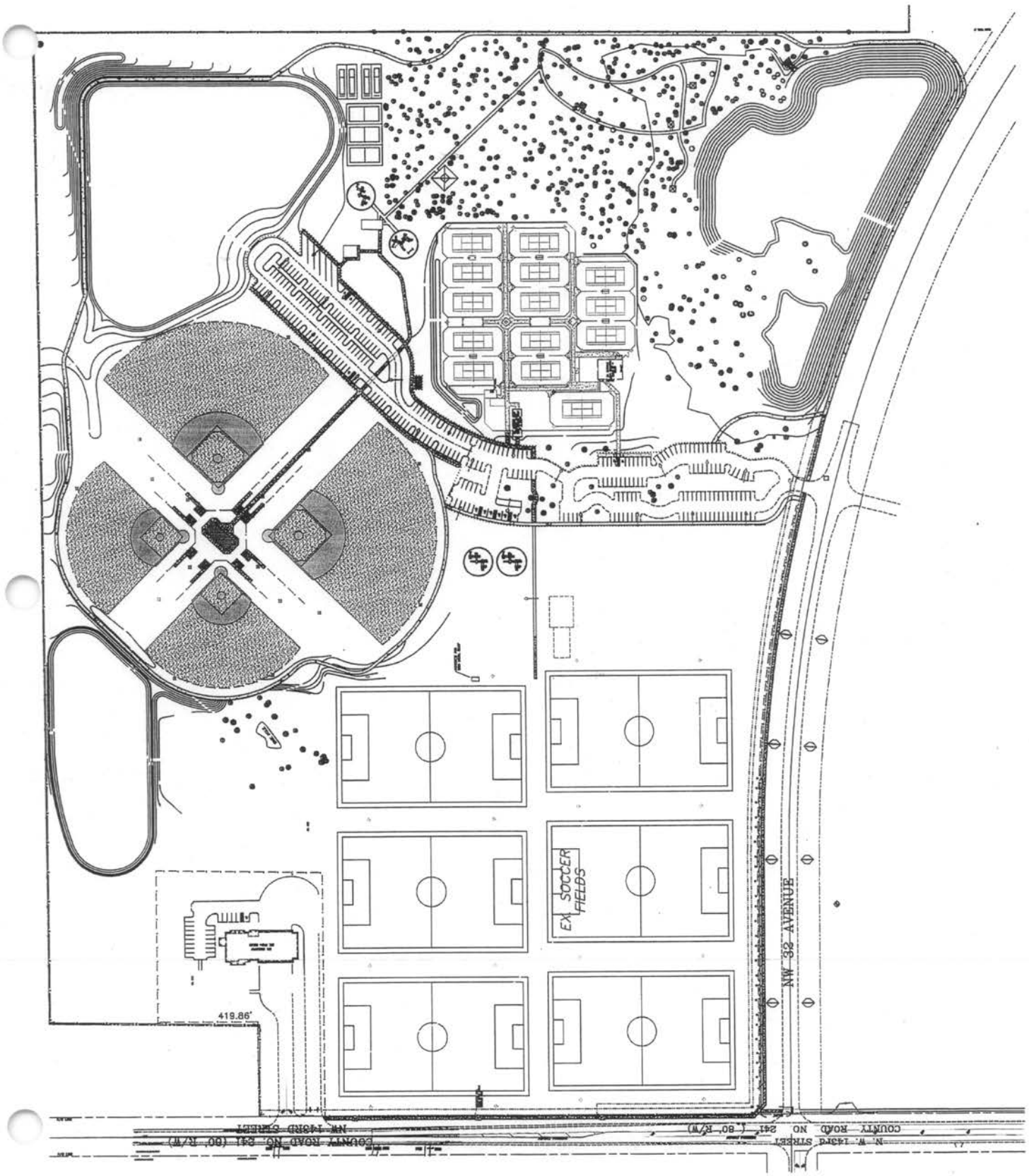
EX. SOCCER FIELDS
NW 32 AVENUE
419.86'
N. W. 143rd STREET
COUNTY ROAD NO 241 (80' R/W)

EXHIBIT B

Alachua County
Board of County Commissioners

ORDINANCE 98-14

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ALACHUA COUNTY PARKS; PROVIDING A TITLE; PROVIDING DEFINITIONS; AUTHORIZING THE PROMULGATION OF RULES AND REGULATIONS REGARDING ACTIVITIES WITHIN COUNTY PARKS; PROHIBITING CERTAIN ACTIVITIES IN COUNTY PARKS; PROVIDING FOR GENERAL PARK REQUIREMENTS; PROVIDING REQUIREMENTS RELATED TO RECREATIONAL ACTIVITIES; PROVIDING REQUIREMENTS RELATED TO VEHICLES AND TRAFFIC IN PARKS AND ADJACENT ROADWAYS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. ***Title***. This ordinance shall be known and may be cited as "Alachua County Park Rules".

Section 2. ***Definitions***. Whenever used herein, the following terms and phrases shall have the following meanings unless the context clearly indicates otherwise:

a. *Parks*. All real property that is under the jurisdiction of the Office of Parks and Recreation of the Alachua County Public Works Department.

b. *Park property*. Includes, but is not limited to , all buildings and facilities, equipment, fences, signs, and related items, natural features of the park, including plants. animals, and geographical formations. Also considered as park property are any historic artifacts found within the park's boundary.

c. *Department*. The Alachua County Public Works Department.

Section 3. ***Prohibited Activities***. It shall be unlawful for any person to do any of the following in any park or designated area within a park unless specifically permitted to do so by a permit issued pursuant to this article, except for activities of a governmental agency within the scope of its governmental authority:

a. *Alteration of Park Property*. The alteration, possession, molesting, harming, destruction or removal of park property is prohibited unless authorized by the Department.

b. *Activities other than recreational*.

(1) Profit-making activities may not be engaged in, solicited or advertised within any park or park property unless authorized by the Department.

(2) Use of parks or park property for other than park-related activities is prohibited unless authorized by the Department.

c. *Wildlife*.

(1) No person shall feed, pet or attempt to pet any wild animals.

(2) Unless authorized by the Department, no person shall capture, collect, or in any way harm or harass any animal life except fish commonly referred to as "edible" or "game" species.

d. *Hunting and Firearms*. Hunting, tracking, or the pursuit of wildlife is prohibited in all park property. No person shall use, carry or possess in any park or park property, firearms of any description, air rifles, spring guns, bows and arrows, gigs, slingshots, or any other forms of weapons potentially harmful to wildlife or dangerous to human safety. Further prohibited are all instruments that can fire any kind of cartridge and any trapping devices. Shooting into park areas from beyond the park boundaries is prohibited. Any device, such as above-enumerated,

that is employed to kill, immobilize or capture any wildlife, or any device otherwise used in violation of this chapter is declared a nuisance and may be seized and confiscated by park personnel or law enforcement officers.

e. *Alcoholic Beverages and Drugs*. Possession and/or consumption of alcoholic beverages or illegal drugs within any park or park property is prohibited.

f. *Fireworks and Explosives*.

(1) Possessing, exploding, discharging, or burning within any park property, park area or on roadways adjacent thereto, of any fire crackers, rockets, or other fireworks or explosives or any other substance that, in combination with any other substance, becomes an explosive, are prohibited unless authorized by the Department. In an emergency, the discharge of distress signals and flares are permitted.

(2) Parents or guardians are responsible for violations by minors.

g. Gambling in any form is prohibited in any park or park property.

h. The throwing, discharging, or otherwise placing or causing to be placed in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to any park or any tributary streams, storm sewer or any drain flowing into such waters, of any substance, matter, or thing, liquid or solid that will or may pollute the waters of the park is prohibited.

i. *Refuse and Trash*. The taking into, dumping, or depositing on land or in waters of any park or roadway adjacent to any park of refuse or trash in any form is prohibited. All refuse and trash shall be disposed of properly by placing it in the designated containers. If such container is not available, persons responsible for the refuse or trash shall remove it from the park for proper disposal elsewhere.

Section 4. ***General Park Requirements***.

a. *Closing of Parks:*

(1) It shall be unlawful for any person to be or remain in any park during the hours the park is closed to public use, unless such person has a permit issued by the Department authorizing that person to remain in the park.

(2) The Department may close any park or section thereof to the public at any time and for any interval of time, either temporarily or at regular and stated intervals, and entirely or merely to certain uses.

(3) The Department may designate carrying capacities for any park or section thereof and is authorized to close any park or section thereof when carrying capacity is reached.

b. *Park Entrance Rules:*

(1) Persons shall enter and leave park property only though the designated entrance points, except in cases of emergency.

(2) Persons may enter park property only after paying the appropriate fee in effect at the time, except those entering on park business

(3) Where applicable, a full stop shall be made at the entrance station when entering a park.

c. *Reservations*. The Department may take reservations and/or establish reservation procedures for any park or section thereof, or facility within the park, as it deems appropriate.

d. *Organized groups*. An organized group may use a park during normal park operating hours as long as the size or activity of the group does not interfere with or preclude the use of the park by the general public in any way, unless authorized by the Department.

e. *Fishing tournaments*:

(1) A group may use a County boat ramp for the purpose of holding a fishing

tournament if it has received authorization from the Department.

(2) The Department may limit the number of tournaments or the number of boats participating in a tournament to prevent overcrowding of the facilities.

f. *Drunkenness, drugs, and public nuisance*: Persons in any park who are intoxicated, illegally under the influence of drugs, or who conduct themselves in a disorderly, offensive, obnoxious, obscene, or profane manner are considered public nuisances and are subject to arrest and/or ejection from the park.

Section 5. ***Recreational Activities***.

a. *Swimming*:

(1) Swimming shall be allowed only in areas designated for swimming.

(2) All persons shall comply with hours posted by the Department during which use of swimming areas is permitted.

(3) Swimming areas may be closed to the public and use thereof prohibited at any time the Department determines that such activities are dangerous or otherwise inadvisable.

(4) In every swimming area, all persons shall be attired in swim wear at all times. Persons shall dress or undress only in areas designated for that purpose by the Department.

(5) The washing of persons or objects, with or without soaps or other cleansers, is prohibited in swimming areas and on the beaches thereof.

b. *Boating*.

(1) All watercraft shall be launched or removed from the water only at places designed for such purposes.

c. *Picnicking*.

(1) Picnicking is allowed only in areas designated by the Department for such purpose.

(2) Use of picnic area facilities, including picnic shelters, individual grills, tables, and benches generally shall follow the rule of first-come, first-served. However, this practice shall not preclude the Department from assigning or reserving these facilities for the use of particular persons or groups.

(3) Portions of a picnic area or of any structures therein may be used only for a reasonable time if the facilities are crowded. The determination of what is reasonable will be made by park personnel.

(4) To maintain cleanliness and to reduce fire hazards, each picnic party shall completely extinguish any fire and place all refuse, waste, and trash in disposal containers where provided. If there are no such containers immediately available, then refuse shall be carried away and disposed of by the users of the picnic facility.

d. *Games*.

(1) Games or activities involving thrown or otherwise propelled objects shall be allowed only in areas designed for such forms of recreation.

(2) Use of all playing areas, courts, and fields, for their intended purposes generally follows the rule of first come, first-served. However, this practice shall not preclude the Department from assigning or reserving these facilities for the use of particular persons or groups. Users shall comply with the posted rules and regulations that pertain to each area.

e. *Horseback riding*. Horseback riding is allowed only in specifically designated areas where provisions have been made through the establishment of bridle trails and other necessary facilities. Where so provided for and permitted, horses shall be thoroughly broken and

properly restrained and ridden with due care. Horses shall not be allowed to graze or go unattended nor shall they be hitched to any tree, plant, or rock.

f. *Camping*.

(1) Camping is allowed only in designated areas upon the payment of required fees, if any, and issuance of the proper permit.

(2) All campers being issued a permit must adhere and comply with the established rules and regulations for campers.

(3) Campers under eighteen (18) years of age must be accompanied by an adult.

g. *Fishing*.

(1) Fishing is allowed in park waters by any legal method, except where prohibited by the Department.

(2) Fishing during normal park hours in, around, or near park areas that are designated for swimming or other water-related recreational activities is prohibited unless the Department or park personnel determines that the circumstances are such that a safety hazard or use conflict is not likely to occur. No litter, including unwanted marine life, shall be left on the beaches. No debris or other wastes shall be thrown in park waters.

Section 6. ***Vehicles and Traffic***.

a. *State law*. All applicable provisions of Florida Statutes and Florida Administrative Code regulating the equipment and operation of any vehicles on Florida roadways will be enforced in all parks.

b. *Traffic Control*. Authorized law enforcement officers and park personnel shall direct traffic as needed in parks and on roadways adjacent thereto in accordance with state law

and applicable instruction based on existing conditions. All persons shall comply with lawful orders, signals and directions of such officers and personnel. All persons shall observe and comply with posted traffic signs.

c. *Speed of vehicles in parks*. Persons shall drive vehicles at a speed that is reasonable and prudent having due regard for the surface, width and condition of paving and the traffic thereon, particularly when near children or bicyclists. Speed of vehicles in parks shall not exceed fifteen (15) miles per hour.

d. *Restriction to Roads*. Vehicles shall be driven only on designated roadways, parking areas, or other such areas as may be designated by the Department or park personnel.

e. *Parking*. All vehicles shall be parked only in established parking areas or in such other areas and at such times as the Department or park personnel may designate.

Section 7. ***Enforcement , Penalty.*** The provisions of this ordinance shall be enforced by the County Manager or his designated representative **and by the Alachua County Sheriff's Office***. Anyone convicted of a violation of this ordinance shall be punished as provided in Section 10.08, Alachua County Code.

Section 8. ***Severability***. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 9. ***Repealing Clause.*** All ordinances or portions of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 10. ***Inclusion in the Code***. It is the intention of the Board of County

Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article", or other appropriate designation.

Section 11. ***Effective Date***. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect upon filing with the Department of State.

EXHIBIT C

FEE SCHEDULE

Activity	Fee
Field Rentals	$50 per game/practice 2hrs
Light Fees	$30 per 2hrs
Private/Semi Private Lessons	1 on 1- $65hr 2 on 1- $45hr per player 4 on 1- $30hr per player
Travel Teams (each age group is different cost)	Cost range: $500-$1000 per player/per season
Camps/Clinics	Clinics-$40 Camps- Ranges from $50-$200 depending on the length of the camp

Special Population Fees

Low in-come family = Free

Special programs and activities for ADA population at $25.00 to cover uniforms

ATTACHMENT C

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

March 22, 2011 Regular Board Meeting
Agenda Item #17

Title
Main Street Construction Contract (Amended)

Amount
$1,179,041.31

Description
Request Approval of a Construction Contract with APAC-Southeast, Inc for County Project: 6336 Resurfacing of N. Main Street with Associated Signalization Improvements.

Recommendation
Approve the Construction Contract with APAC-Southeast, Inc for County Project: 6336 Resurfacing of N. Main Street with Associated Signalization Improvements.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Richard Hedrick, (Contact: Dave Cerlanek 352-374-5245 ext. 1214)

Originating Department
Public Works

Attachment(s) Description
Construction Contract Construction Documents and Plans

Documents Requiring Action
Construction Contract (2 originals)

Executive Summary
Bid # 11-437; Project No. 6336, Resurfacing of N. Main Street from NW 8th Avenue to NW 23rd Street was opened on December 15, 2010. APAC-Southeast, Inc. was the lowest most responsive and responsible bidder with a bid of $1,179,041.31. The Finance Report was approved by the Board on February 8, 2011 and recommended awarding the bid to APAC-Southeast, Inc. The contractor has executed the attached contract. Public Works requests the approval of the contract so that construction may move forward.

Background
On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County which included N. Main Street. Project 6336 consists of resurfacing, reconstruction of two signals, sidewalk repair and construction and other minor modifications. The first part of the project which included the milling and resurfacing was completed by the Florida Department of Transportation using funds from the American Recovery and Reinvestment Act. This contract will add the final lift of asphalt in front of the Post Office, reconstruct signals at 10th Avenue and 16th Avenue, repair damaged sidewalk, fill in gaps in the existing sidewalk and connect the signals along Main Street to the Traffic Management Center via a fiberoptic cable. Bid # 11-437; Project No. 6336, Resurfacing of N. Main Street from NW 8th Avenue to NW 23rd Street was opened on December 15, 2010. APAC-Southeast, Inc. was the lowest most

responsive and responsible bidder with a bid of $1,179,041.31. This amount includes a contract amount of $1,071.855.74 and a contingency amount of $107,185.57.

Issues
Maintenance of County Roadway Infrastructure

Fiscal Recommendation
Approve contract. Sufficient funds exist in the Gas Tax Bond Revenues for this project.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Bond Revenues

Account Code(s)
351-7910-541.63-36

Attachment: APAC SE Main Street Const Final.pdf
Attachment: main street bid documents.pdf
Attachment: Main Street Plans Final Revised 030211.pdf

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid 11-437

Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements

September 20, 2010

ALACHUA COUNTY

BOARD OF COUNTY COMMISSIONERS

COUNTY MANAGER

Randall H. Reid

PUBLIC WORKS DIRECTOR

Richard L. Hedrick

SECTION A ADVERTISEMENT FOR BIDS 1

SECTION B INSTRUCTIONS TO BIDDERS 2
1.0 GENERAL PROVISIONS 2
1.1 Purpose 2
1.2 Submission of Bids 2
1.3 Proprietary Information 2
1.4 Preparation of Bid 3
1.5 Non-Warranty of Specifications 3
1.6 Interpretation of Plans and Specifications 3
1.7 Acceptance/Rejection 3
1.8 Small Business Enterprise Program Participation 3
1.9 Proposed Subcontractors Requirements 4
1.10 Good Faith Effort Requirements 4
1.11 Public Entity Crimes 4
1.12 Drug Free Workplace 4
1.13 Subcontractors 4
1.14 Quality 4
2.0 LAWS, PERMITS AND REGULATIONS 4
2.1 Permit, Application, and License Fees 5
2.2 Compliance 5
3.0 DEFINITIONS 6
4.0 EXAMINATION OF SITE 6
5.0 INTERPRETATION OF ESTIMATED QUANTITIES 6
6.0 WITHDRAWAL OF BIDS 6
7.0 BID SECURITY 6
8.0 QUALIFICATIONS OF BIDDERS 7
8.1 Consideration 7
8.2 General 7
8.3 Bidder's Questionnaire 7
8.4 Performance 7
8.5 Subcontractors 7
9.0 DISQUALIFICATIONS OF BIDDERS 7
10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT 7
10.1 Consideration of Bid and Award 7
11.0 ACCEPTANCE OF THE BID 8
11.1 Acceptance of Offer 8
12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES 8
12.1 Time for completion 8
12.2 Working Day 8
12.3 Liquidated Damages 8
12.4 Project Schedule 8
13.0 PLANS FOR CONSTRUCTION 8
14.0 PERFORMANCE 8
14.1 Performance Time 9
15.0 COLLUSION 9
16.0 ADDENDA 9

SECTION C GENERAL CONDITIONS 10
1.0 STARTING THE WORK 10
1.1 Schedule 10
1.2 Pre-Construction Conference 10
1.3 Notice to Proceed 10
1.4 Commencement of Time 10
1.5 Submittals 10
2.0 INTENT OF CONTRACT DOCUMENTS 10
3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS 10
4.0 WORK BY OTHERS 11
5.0 RESPONSIBLE AGENT 11
6.0 ACCIDENT PREVENTION 11

7.0 SUBCONTRACTS 11
8.0 PHYSICAL AND SUBSURFACE CONDITIONS 12
9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION 12
10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS 13
11.0 TESTS AND INSPECTIONS 13
12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE 13
13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK 14
14.0 MODIFICATIONS 14
15.0 CHANGES IN THE WORK 14
16.0 CHANGE OF CONTRACT AMOUNT 14
17.0 CHANGE OF THE CONTRACT TIME 15
18.0 NEGLECTED WORK 16
19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 16
20.0 APPLICATIONS FOR PROGRESS PAYMENTS 16
21.0 APPROVAL OF PAYMENTS 17
22.0 FINAL PAYMENT 17
23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS 18
24.0 INDEMNIFICATION 18
25.0 DEFAULT AND TERMINATION 19
26.0 SUCCESSORS AND ASSIGNS 19
27.0 CONTRACT BONDS 19
28.0 CLEANING UP 19
29.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK 19
30.0 COUNTY'S RIGHT TO TERMINATE 20
31.0 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE 20
32.0 WORKPLACE VIOLENCE 20
33.0 MISCELLANEOUS 20
33.1 WRITTEN NOTICE 20
33.2 DUTIES AND OBLIGATIONS 20
33.3 GOVERNING LAW 21
33.4 POLLUTION ABATEMENT 21
33.5 INJURY OR DAMAGE TO PEOPLE OR PROPERTY 21
33.6 HEALTH CONSIDERATIONS 21
33.7 ASSIGNMENT OF INTEREST 21
33.8 BOOKS AND RECORDS 21
33.9 NON WAIVER 21

SECTION D 22
SPECIAL CONDITIONS FOR ROADWAY AND DRAINAGE CONSTRUCTION 22
D-01 GENERAL 22
D-02 STANDARD DOCUMENTS 22
D-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS 22
SECTION 1 DEFINITIONS AND TERMS 22
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS 23
SECTION 3 AWARD AND EXECUTION OF CONTRACT 23
SECTION 4 SCOPE OF THE WORK 23
SECTION 6 CONTROL OF MATERIALS 23
SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC 23
SECTION 9 MEASUREMENT AND PAYMENT 24
SECTION 102 MAINTENANCE OF TRAFFIC 24
SECTION 120 EXCAVATION AND EMBANKMENT 24
SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE 25
SECTION 160 STABILIZING 25
SECTION 200 ROCK BASE 25
SECTION 300 PRIME AND TACK COATS FOR BASE COURSES 25
SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS 25
SECTION 334 SUPERPAVE ASPHALT CONCRETE 25
SECTION 337 ASPHALT CONCRETE FRICTION COURSES 26
SECTION 346 PORTLAND CEMENT CONCRETE 26
SECTION 430 PIPE CULVERTS AND STORM SEWERS 26
SECTION 570 GRASSING (By Seeding) 26

SECTION 575 SODDING 26
D-05 LAYING OUT THE WORK 26
D-06 TESTING 26
D-07 PRECONSTRUCTION CONFERENCE 27
D-08 PAY ITEMS – SPECIAL CONDITION 27

SECTION E 34
1.0 TYPE A INSURANCE REQUIRED 34
2.0 COMMERCIAL GENERAL LIABILITY 34
3.0 AUTOMOBILE LIABILITY 34
4.0 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY 34
5.0 BUILDER'S RISK / INSTALLATION FLOATERS 34
6.0 OTHER INSURANCE PROVISIONS 34
7.0 Workers' Compensation and Employers' Liability Coverages 34
8.0 All Coverages 34
9.0 SUBCONTRACTORS 35

SECTION F 35
BID FORM 36
BID SCHEDULE 38
EXHIBIT "A" 46
EXHIBIT B 47
EXHIBIT C 48
EXHIBIT D 49
BIDDER'S QUESTIONNAIRE 49
EXHIBIT E 50
RESPONSIBLE AGENT FORM 50
EXHIBIT F 51
FORM OF BID BOND 51
EXHIBIT G 53
PAYMENT BOND 53
EXHIBIT H 56
PERFORMANCE BOND 56
EXHIBIT I 59
PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION 59

SECTION G 60
CONTRACT ADMINISTRATION FORMS 60
EXHIBIT J 61
NOTICE TO PROCEED 61
EXHIBIT K 62
CHANGE ORDER NO._____ 62
EXHIBIT L 63
FIELD CHANGE ORDER NO. _____ 63
EXHIBIT M 64
PAYMENT APPLICATION 64
EXHIBIT N 65
CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN 65
EXHIBIT O 66
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN 66
EXHIBIT P 67
CERTIFICATION OF COMPLETION 67
SECTION H 68
SAMPLE AGREEMENT 68

SECTION A

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for Bids until 2:00 P.M. on Wednesday, **October 27, 2010**, for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of: **Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements**, in Alachua County, Florida. The project scope for Project 6336 consists of placing a one-and-a-half inch friction course on Main Street from NW 8th Avenue to NW 23rd Avenue, reconstructing the signals at the intersections of NW 10th Avenue and NW 16th Avenue, construction of traffic separators, modifications to the existing curb and sidewalk, construction of new sidewalk and placement of new fiberoptic cable.

All work shall be done in accordance with the plans, specifications and special provisions. These contract documents may be obtained on the Demandstar website at www.demandstar.com. For assistance, please contact Demandstar customer service at 1-800-711-1712 and reference Alachua County.

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

Guaranty Bonds in the form of a Performance and Payment Bond in amounts equal to one hundred percent (100%) of the Contract sum will be required of the successful bidder.

SPECIFICATION FOR:	**Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements**
BID NUMBER:	**11-437**
BID OPENING DATE:	**2:00 pm, Wednesday, October 27, 2010**
PLACE OF BID OPENING and MAILING ADDRESS:	Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida 32601-6983

Submission of Bids - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL bid in a sealed envelope, clearly marked "**Bid #11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements** ", shall be delivered to the Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, October 27, 2010.**

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PURCHASING OFFICE ON OR BEFORE THE DATE SPECIFIED.

No bidder may withdraw his bid for a period of one hundred and twenty (120) days after the date set for the opening of bids.
The Board of County Commissioners, Alachua County, Florida, reserves the right to reject any and all bids, to waive informalities and to re-advertise.

Larry M. Sapp, CPPB, Purchasing Manager
Alachua County, Florida

Publish: **September 22, 2010 and September 29, 2010**

SECTION B
INSTRUCTIONS TO BIDDERS

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR:	**Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements.**
BID NUMBER:	**11-437**
BID OPENING DATE:	**2:00 pm, Wednesday, October 27, 2010**
PLACE OF BID OPENING and MAILING ADDRESS:	Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida 32601-6983

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County is calling for and requesting the submission of bids for Bid **#11-437: Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements.**

The herein included Instructions to Bidders Section B, General Conditions Section C, Special Conditions Section D, and Bid Form Section F; together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

1.2 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL SUBMISSION, clearly marked "**Bid #11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements.**" shall be delivered to the Alachua County Purchasing Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, October 27, 2010**

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PURCHASING OFFICE ON OR BEFORE THE DATE SPECIFIED.

1.3 Proprietary Information

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT I, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.**

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.4 **Preparation of Bid**

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The Bidder, if an individual, shall sign their name and show their address in the blank space provided therefore. If the Bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the Bid acknowledged by one of the partners or officers, as required. The completed proposals shall be submitted as outlined in Section A, Advertisement for Bids. The Bidder shall submit with his Bid a list naming any Subcontractors which the Bidder proposes to employ, and identify any small business enterprises included, on the form provided in the Bid Form section. This form must be completed by Bidder, even where no subcontractors or SBE's are proposed; Contractor will be required to indicate "None", and sign. Completion of this form and Proposed SBE Utilization will be an evaluation factor.

1.5 **Non-Warranty of Specifications**

Due care and diligence have been used in preparing these specifications, The County does not guarantee that the conditions described within the specifications are the conditions that will be found in the field when actual construction is commenced. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.6 **Interpretation of Plans and Specifications**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Purchasing Division, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601-6983;** with reference to the appropriate bid number on the face of the envelope**; Or, email request to dkight@alachuacounty.us**. The Purchasing Division shall then forward the request to the Public Works Director for a written response. All requests for interpretation or corrections shall be received by the Purchasing Agent no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; which, if issued, shall be mailed or delivered to each bidder receiving a set of documents. All addenda so issued shall become part of the bid documents.

1.7 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.8 **Small Business Enterprise Program Participation**

1.8.1 Alachua County has adopted a 15% participation goal, and policies which encourage participation of Small Business Enterprises (SBE) in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.8.2 The County will award a 5% bid price preference, not to exceed $50,000.00 on any single bid, to any SBE that submits a bid to the County.

1.8.3 The County will award a 3% bid price preference, not to exceed $50,000.00 on any single bid, to any contractor that agrees to use SBEs for at least 15% of the dollar value of the bid.

1.8.4 The monetary value of the bid price preference given to a certified SBE in any particular procurement shall not exceed $50,000.00.

1.8.5 If the adjusted bid price of the SBE vendor is equal to or lower than the original lowest responsive bid, the SBE will be awarded the contract.

1.8.6 The County will award a preference in evaluation points to SBE or contractors that meet the SBE participation goal in its RFP response.

1.8.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.9 **Proposed Subcontractors Requirements**

1.9.1.1 Contractors submitting bids under this solicitation are to identify, on the Proposed Subcontractors Form, the intended SBE subcontractors and the **estimated percentage of total dollar amount(s) as well as the total dollar amount(s)** of the contract to be awarded to SBE firms, **EXHIBIT A**.

1.9.1.2 If SBE subcontractors are **not available** for the bid/RFP you **must complete** a Good Faith Effort Form, **EXHIBIT B**.

1.9.1.3 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements.

1.10 **Good Faith Effort Requirements**

1.10.1.1 In accordance with Section 22.36, Alachua County Code 06-28, every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), must demonstrate good faith efforts to utilize SBE as subcontractors **to be considered responsive.** The Equal Opportunity Division maintains a directory of certified Small Business Enterprises (SBEs). The Alachua County Small Business Enterprise Directory is available at: http://smallbusdir.alachuacounty.us/

1.10.1.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified Small Business Enterprise, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:

1.10.1.3 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.

1.10.1.4 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.

1.10.1.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.

1.10.1.6 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT B**.

1.11 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.12 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, **Section F, Exhibit C**, secondly, to certified small business bidders, **Section F, Exhibit A**.

1.13 **Subcontractors**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **Section F, Exhibit A**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.14 **Quality**

All materials shall be new and in no case used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

2.0 LAWS, PERMITS AND REGULATIONS

2.1 **Permit, Application, and License Fees**

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge.

2.2 **Compliance**

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

3.0 DEFINITIONS

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

BID: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the work contemplated, or a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners, County Manager, or the Public Works Director as appropriate, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or the Contract Time, issued after execution of the Agreement.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT AMOUNT: The total monies payable to the Contractor under the provisions of the Contract Documents.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.

COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.

COUNTY ENGINEER: The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

DIRECTOR: Alachua County Public Works Director, or his authorized representative, P.O. Box 1188, Gainesville, Florida 32602-1188, acting for the County.

DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.

FIELD CHANGE ORDER: A written order to the Contractor signed by the Director authorizing modifications to the Work that does not materially change the scope of work and does not increase the Contract Amount, by more than 10%, or extend Contract

Time.

PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Any state or national standard or specification referenced in Section D of these Contract Documents is herein made a part of the project Specifications, when work performed is described therein.

SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

4.0 EXAMINATION OF SITE

Before submitting his proposal, it shall be the Bidder's responsibility to visit the site of the proposed Work and familiarize the Bidder with the nature and extent of the Work and any local conditions, either surface or subsurface, that may in any way affect the Work to be done and the equipment, materials and labor required. The Bidder shall also thoroughly examine the Specifications and Contract Documents, or other related documents, to inform the Bidder regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this contract. Failure to do so will not relieve the Contractor of complete performance under this contract.

5.0 INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of Work to be done and materials to be furnished under this Contract, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The County does not guarantee that the quantities represented will be the actual quantities required for completion of the contract, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor shall be made only for the actual quantities of Work performed or materials furnished in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

6.0 WITHDRAWAL OF BIDS

Any Bidder may withdraw his Bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw his Bid for a period of one hundred and twenty (120) days after the date set for the opening of bids.

7.0 BID SECURITY

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

If the successful Bidder, for any reason whatsoever, withdraws from competition after the opening of the Bids, or fails or refuses to execute the contract and Bond within ninety (90) days after the Bidder has received notice of acceptance of his Bid, the Bidder shall forfeit to the County their Bid security deposit as liquidated damages for such withdrawal, failure or refusal. In the aforementioned situation, the successful Bidder shall be responsible to the Board of County Commissioners for the additional cost of said project, if any.

8.0 QUALIFICATIONS OF BIDDERS

8.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidders may be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years. All Bidders shall be prequalified by the Florida Department of Transportation to perform the Work they are bidding on. Bidders shall submit proof of prequalification along with bid.

8.2 **General**

Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

8.3 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return along with their bid the Bidder's Questionnaire Section F, Exhibit D.**

8.4 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

8.5 **Subcontractors**

The bidder shall submit with the Bid a list naming any Subcontractors which the Bidder proposes to employ. Such list shall be reviewed by the Director of Public Works prior to the award of Contract.

9.0 DISQUALIFICATIONS OF BIDDERS

Only the Bid from an individual, firm, partnership or corporation, under the same or different names, will be considered for the same Work. Should it be evident that any Bidder is interested in more than one Bid for the same Work, all Bids in which such Bidder is interested will be rejected.

Should there be reasonable ground for the County or Director to believe that a collusion or combination exists among Bidders, all Bids may be rejected and all participants in such combination or collusion may be barred from making future Bids for the same Work.

Only reliable Bidders, capable of performing the class of Work proposed, will be considered in awarding the contract. If the available evidence of competency of any Bidder is not satisfactory to the County, the Bid of such Bidder may be rejected.

10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT

10.1 **Consideration of Bid and Award**

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

10.2 Prior to the award of the contract, the County may require the Bidder to submit an analysis of any lump sum bid prices quoted, which will be considered in award of the contract.

10.3 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

10.4 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within forty-five (45) days after the opening of the bids by written notice to the successful bidder(s). Failure on the part of the successful Bidder to execute a contract and file an acceptable Performance and Payment Bond within one hundred and twenty (120) days after the notice of acceptance shall be just cause of annulment of the award and the forfeiture of any Bid security. The County reserves the right to accept the Bid of the next lowest responsive and responsible Bidder or re-

advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though they were the original successful Bidder.

10.5 The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.

11.0 ACCEPTANCE OF THE BID

11.1 **Acceptance of Offer**
The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the purchasing process and issuance of a Purchase Order or execution of a Contract by the County.

12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES

12.1 **Time for completion**
The contract time for substantial completion is 150 calendar days with final completion 30 calendar days thereafter.

12.2 **Working Day**
A working day is any calendar day, exclusive of Saturdays, Sundays and County-recognized legal holidays, on which the temperature, the weather and the condition of the soil are such that it is possible for the Contractor to make effective use of at least fifty percent (50%) of the current working day; also Saturdays, Sundays and holidays, on which the Contractor actually makes effective use of at least fifty percent (50%) of the current working day.

12.3 **Liquidated Damages**
If the Contractor fails or refuses to prosecute the Work with such diligence as will insure its completion within the time stated in his Proposal or any extension thereof, or fails to complete Work within such time, for each calendar day that Work shall remain incomplete after the specified or adjusted **substantial** completion time, $1423 per day shall be deducted from the monies due the Contractor and for each calendar day that Work shall remain incomplete after the specified or adjusted **final** completion time, $712 per day shall be deducted from the monies due the Contractor. If no monies are due the Contractor, his Surety shall be held liable for such amount. The Work shall begin no later than the time stated in the Notice to Proceed and be completed within the number of days stated in the accepted Bid.

12.4 **Project Schedule**
Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Contract Award: October 2010
Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract
Substantial Completion: March 2011
Final Completion: April 2011

The actual dates may vary; however, the contractor should expect that a pre-construction conference will be held approximately two weeks after the award of the contract and that a notice-to-proceed shall be issued at that time.

13.0 PLANS FOR CONSTRUCTION

13.1 The successful Bidder will be furnished three (3) sets of construction plans and Specifications, exclusive of any referenced state or national standards or specifications, without charge.

14.0 PERFORMANCE

14.1 **Performance Time**
All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

15.0 **COLLUSION**

15.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

15.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

16.0 **ADDENDA**

16.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

SECTION C
GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 **Schedule**
Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 **Pre-Construction Conference**
Before starting Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 **Notice to Proceed**
Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 **Commencement of Time**
The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 **Submittals**
The contractor shall supply proof of submittal of the Notice of Intent to the Florida Department of Environmental Protection one week before the commencement of any construction activities. The contractor shall also submit two weeks prior to any planned constructions, the Maintenance of Traffic Plan and Erosion and Sedimentation Control Plan and obtain approval prior to any construction activities.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 WORK BY OTHERS

4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the

introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.

4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.

4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section C**, Paragraphs 14 and 15.

5.0 RESPONSIBLE AGENT

5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section F, Exhibit E**.

5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Amount shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.

7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.

7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.

9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section C,** Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section C,** Paragraph 13.2, whether or not the Work is fabricated, installed or completed.

9.4 Neither the County Engineer's authority to act under this **Section C,** Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Amount, he may make a claim therefore as provided in **Section C,** Paragraph 16.

10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 TESTS AND INSPECTIONS

11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section C,** Paragraph 19.

11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. He will at all times maintain good discipline and order among his employees at the site.

12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.

12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to

overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.

13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be nondefective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Amount or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section C,** Paragraph 16 and 17.

14.0 MODIFICATIONS

14.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 CHANGES IN THE WORK

15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraphs 16 and 17.

15.2 The Public Works Director or designee may authorize changes in unit quantities or other minor changes not inconsistent with the scope of the Work by issuing a Field Change Order. The aggregate amount of all Field Change Orders, plus all other change orders issued for the Project, excluding those change orders approved by the BoCC, may not exceed ten percent (10%) of the Contract Amount or $500,000.00. Nor may the aggregate of Field Change Orders exceed the contingency amount.

15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Amount, or an extension of the Contract Time.

15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Amount, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 CHANGE OF CONTRACT AMOUNT

16.1 The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount.

16.2 The Contract Amount may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Amount, his claim shall be in writing delivered to the County and the

County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Change orders will be approved by the following procedure:

16.2.1 The county manager may approve change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or $500,000.00. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or $500,000.00.

16.2.2 The administrative services director or public works director may approve change orders of up to $50,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, as long as the cumulative total of these change orders does not exceed ten percent of the original contract price or $500,000.00.

16.2.3 The county manager, administrative services director or public works director may approve all change orders that decrease the cost to the county

16.2.4 Only the board may approve a change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.

16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.

16.4 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Amount, shall be determined in one of the following ways:

16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

16.4.2 Mutual acceptance of a lump sum or unit price.

16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.

16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 14.3.3, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Items listed in FDOT specs Section 9-2 will be adjusted in accordance with methods specified therein.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be in the amount of the actual net decrease as determined in **Section C,** Paragraph 16.3 and processed by Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time

shall be reviewed and approved by the County Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section C,** Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section C,** Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Amount. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section C,** Paragraph 33 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location

agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 APPROVAL OF PAYMENTS

21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.

21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section C,** Paragraph 21.3, have been fulfilled.

21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

21.3.1 The Work is defective.

21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

21.3.3 The Contract Amount has been reduced.

21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section C,** Paragraph 18, or

21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section C,** Paragraph 28.

22.0 FINAL PAYMENT

22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all

as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien, utilizing the form provided. The County Engineer will execute a Certificate of Completion and recommend final payment.

22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section C,** Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

23.2 The making and acceptance of final payment shall constitute:

23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 INDEMNIFICATION

24.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

24.2 The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or

type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

25.0 DEFAULT AND TERMINATION

25.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

25.2 The defaulting party shall be given seven (7) days in which to cure the default. The County Engineer is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

25.3 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department County Engineer is authorized to provide written notice of termination on behalf of the County.

25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

25.5 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

26.0 SUCCESSORS AND ASSIGNS

26.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 CONTRACT BONDS

27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 CLEANING UP

28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK

29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Amount or extension of the Contract Time.

29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the

Contract Amount or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Section C,** Paragraphs 16 and 17.

30.0 COUNTY'S RIGHT TO TERMINATE

30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 WORKPLACE VIOLENCE

32.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

32.1.1 Battery: intentional offensive touching or application of force or violence to another.

32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 MISCELLANEOUS

33.1 WRITTEN NOTICE

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

33.2 DUTIES AND OBLIGATIONS

Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section C,** Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

33.3 GOVERNING LAW

The Contract Document shall be governed by the law of the State of Florida.

33.4 POLLUTION ABATEMENT

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

33.5 INJURY OR DAMAGE TO PEOPLE OR PROPERTY

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

33.6 HEALTH CONSIDERATIONS

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

33.7 ASSIGNMENT OF INTEREST

Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

33.8 BOOKS AND RECORDS

The County shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

33.9 NON WAIVER

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.

SECTION D

SPECIAL CONDITIONS FOR ROADWAY AND DRAINAGE CONSTRUCTION

D-01 GENERAL

All work shall be performed in accordance with the design plans and the most current FDOT Standard Specifications for Road and Bridge Construction, except as provided for in these "Special Conditions" or the "Modifications to the FDOT Standard Specifications for Road and Bridge Construction". Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

D-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 edition, except when otherwise indicated hereinafter.

The drawings reference Index Sheets and Standards which are the FDOT Roadway and Traffic Design Standards, 2010 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications, 2010 edition, or subsequent revisions.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current edition.

D-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 edition, (Division II and III) and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Special Conditions" section. References to Section numbers hereinafter apply to the FDOT Standard Specifications.

SECTION 1 DEFINITIONS AND TERMS

1-3 Definitions:

Department

Shall be understood to be the County (Alachua County) or authorized representative of the County.

Holidays

To Holidays listed, add Christmas Eve Day.

Fifty (50%) Percent Completion

Fifty percent (50%) completion shall be reached when 50% of the total cost of the construction contract has been expended, the total cost includes the amount of the original contract plus all existing contract amendments, change orders or other additions or modifications to the construction services initially provided for in the contract.

Substantial Completion

Substantial completion is defined as the completion by the contractor and acceptance by the County of the FC 12.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers, the sidewalk, all curb and gutter work, all work necessary for the signals to operate per the approved

signal timing plan and installation of the fiberoptic cable.

Supplemental Agreement

This term shall be understood to be Change Order or Field Change Order.

Working Day

Saturdays, Sundays and County-designated holidays are not considered working days.
Unless prior approval is received from the County Engineer, work shall not be performed on these days.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

Processing of bid proposals shall be in accordance with Section B, "Instructions to Bidders," in the Contract Document.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

Awarding of bids shall be in accordance with Section B, "Instructions to Bidders," in the Contract Documents.

SECTION 4 SCOPE OF THE WORK

4.5 Rights in and use of material found on the site of the work

All usable excess materials (pipe, vegetation, structures, earth, etc.) shall remain property of Alachua County and will be stockpiled for removal by the County or delivered as specified in Section D, "Special Conditions." Unusable, damaged or other excess materials, as designated by the County Engineer's representative, shall be disposed of by the Contractor.

All reusable or recyclable material shall remain the property of the County, unless otherwise directed by the Engineer.

All other items addressed in Section 4 of the specifications are considered addressed in Section C of the contract documents.

SECTION 6 CONTROL OF MATERIALS

6-5.10 Asphaltic Concrete Mix Designs

Asphaltic concrete mix designs shall be the responsibility of the Contractor. Mix designs may be those previously and currently approved by the FDOT for specific mixtures or submitted with all applicable test results for review and approval. All quality assurance testing shall be the responsibility of the Contractor.

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-13 Insurance

Delete this subsection. Insurance requirements will be in accordance with the type insurance in the Contract Documents, Section E.

7-22 Available Funds

Delete this subsection.

7-23 Contractor's Motor Vehicle Registration

Delete this subsection.

SECTION 8 PROSECUTION AND PROGRESS

8-1.1 General

Provisions concerning subcontracts are contained in Section C, Paragraph 7 of the Contract Documents.

8-7.3 Adjusting Contract Time

Adjustments to contract time will be in accordance with Section C, Paragraph 17 of the Contract Documents.

8-8 Thru 8-12

Delete these subsections.

SECTION 9 MEASUREMENT AND PAYMENT

Delete this section except for Section 9-2.

9-2 Scope of Payments.

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Contract Documents, Section C Paragraphs 20, 21 and 22.

9-2.1.1 Fuels

Delete this subsection.

SECTION 102 MAINTENANCE OF TRAFFIC

102-5.1 Standards

Basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices. Compensation for temporary striping will be by separate pay item or included in Maintenance of Traffic as specified in the contract special conditions. This item shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation to accommodate the widening of the roadway. Compensation for removal, disposal, and replacement of existing mailboxes shall be under a separate pay item and in accordance with FDOT Design Standards, Index No. 532.

102-13 Basis of payment

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all devices necessary for conformance to the Index of Roadway and Traffic Design Standards (current edition) shall be included in bid item for Maintenance of Traffic, unless bid separately.

SECTION 120 EXCAVATION AND EMBANKMENT

120-9.2.1 General

Add the following criteria to the stated requirements:

Compaction of materials which will be over four (4) feet below the top of subgrades shall be compacted to 95% of the maximum density as determined by AASHTO T-180, Method D. Materials within four (4) feet of top of subgrades shall be compacted to 98% of AASHTO T-180, Method D.

120-13 Method of Measurement (Excavation and Embankment)

Delete this subsection. Compensation for excavation, relocation, disposal of unsuitable excavated materials, and compaction of on-site materials utilized will be considered in bid price of "Grading". Measurement of borrow material shall be by cubic yard, truck measured, delivered, placed and compacted.

120-13.32 Borrow Excavation

Delete this entire subsection with the exception of Section 120-13.3, "Borrow Excavation." Borrow excavation shall represent all materials obtained from off-site areas necessary for construction to required line and grade. Provisions for

County or Contractor furnished borrow areas will be addressed in the Special Conditions "Pay Items" section of the Contract Documents. (Payment shall be by cubic yard, truck measured, delivered and placed.) Material suitability for use shall be approved by the County prior to excavation and placement.

SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE

125-8.2.1 Density

Density requirements shall be in accordance with the modification provided herein for Section 120-9.2.1.

125-8.3.1 General

Density requirements shall be in accordance with the modification provided herein for Section 120-9.2.1. Exceptions provided for outside of roadway embankment still apply.

125-14.8 Pay Items

Payment for excavation for structures shall be included in the unit cost of the structure.

SECTION 160 STABILIZING

160-7.2.1.2 Tolerance in bearing value requirements: Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

SECTION 200 ROCK BASE

200-9 Calculations for Average Thickness of Base

Delete this section.

200-10 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

200-11 Basis of Payment

Cost of priming will be included in the unit cost per square yard of rock base.

SECTION 300 PRIME AND TACK COATS FOR BASE COURSES

300-10 Basis of Payment

Cost of priming will be included in the unit cost per square yard of limerock base. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS

330-2 Quality Control By the Contractor:

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor's quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

SECTION 334 SUPERPAVE ASPHALT CONCRETE

334-5 Acceptance of the Mixture on the Roadway

Contractor Quality Control test results shall be verified by Alachua County Public Works by separate sample.

334-8 Basis of Payment

Asphaltic concrete will be paid for by the appropriate unit cost for material acceptable to appropriate line and grade. No compensation is provided for asphalt beyond the specified thickness. Areas below specified thickness shall be corrected at the Contractor's expense, as required.

SECTION 337 ASPHALT CONCRETE FRICTION COURSES

337-3.2.2.1 Aggregates:

Per 407.141(d)1. of the Alachua County Unified Land Development Code, the use of recycled asphalt is prohibited in the final surface course.

SECTION 346 PORTLAND CEMENT CONCRETE

346-6.2 Concrete design Mix:

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of approved concrete mix design shall be provided by the Contractor upon request.

SECTION 430 PIPE CULVERTS AND STORM SEWERS

430-11.1 New Pipe

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to FDOT Index No. 205.

SECTION 570 GRASSING (By Seeding)

570-6.7 Payment Items

Payment for fertilizer, seed, and mulch will be by a single pay item. Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

SECTION 575 SODDING

575-5 Basis of Payment

Payment for fertilizer and sod will be by a single pay item for sodding. On plans indicating sodding of slopes steeper than 3:1, cost of pegging those slopes will be included in the total unit cost of sodding per square yard.

D-05 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

D-06 TESTING

All testing shall be performed by the County except for pre-qualification testing of materials required by the FDOT Specifications, and testing required at the Contractor's expense in accordance with Section C, Paragraphs 11, 13, and 19. Section C, Paragraph 19.2 is further interpreted to provide that all costs incurred for services of a County contracted independent testing laboratory for any failing tests shall be billed directly to the Contractor, or deducted from contract payments.

D-07 PRECONSTRUCTION CONFERENCE

At the preconstruction conference, the Contractor shall present his proposed schedules for construction of the project. The Contractor shall also present any special traffic control plans, which may be required, and any special erosion control plans which may be required by design plans, specifications, or applicable permits.

D-08 PAY ITEMS – SPECIAL CONDITION

Option #1 is for the driveway construction at the Post Office and associated on-site modifications as shown on sheet PO-1 and PO-2. Options #2-#4 are for additional sidewalk construction in front of the Radio Shack, No-fault Car Insurance, and Auto Mall, respectively. The bidder is required to bid on these options in order to be considered responsive. However, the Options will be utilized at the County's discretion. The lowest responsive bidder will be selected based on the lowest sum of Base Bid + Option #1 + Option #2 + Option #3 + Option #4.

Item No. 1 - Maintenance of Traffic:

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities.

The traffic signals must remain active at all times during construction unless the Contractor makes alternate arrangements and has them approved by the Alachua County Public Works Department and has coordinated with the City of Gainesville Public Works Department. In the event that the Contractor damages the signal during construction such that it is inoperable, the Contractor will be responsible for hiring the services of an off-duty law enforcement officer with jurisdiction at the intersection to direct traffic until such time as the signal can operate.

This item shall also include all the placement of two Changeable Variable Message Signs (CVMS), one at each end of the project, for two weeks prior to the start of road work on Main Street. The Variable Message Signs should also be used during construction, as appropriate, to communicate with roadway users.

Any work south of N. 16th Avenue requiring lane closures shall be performed between the hours of 7:00pm to 7:00am. Day time lane closures shall only be permitted from 9:00am to 4:30pm.

Item No. 2- Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of construction, relocation of existing roadway signage, the relocation of existing mail boxes, and the removal and replacement of the existing bus stop shelter located in front of the crosswalk at station 222+00. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor must maintain and keep street name identification visible during construction operations in order to facilitate emergency vehicle traffic.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

Item No. 11 – Concrete Sidewalk (4" Thick):

This item shall be used for replacement sidewalk in the locations noted in the plans and as a contingency item where determined by the County Inspector.

Item No. 12 – Concrete Sidewalk (6" Thick):

This item shall be used for replacement of driveways in the locations noted in the plans and as a contingency item where determined by the County Inspector.

Item No. 13 – Performance Turf, Sod (Centipede):

All disturbed areas shall be sodded. All sod shall be Centipede. All sodding must be complete prior to placement of the friction course. Any portion of the existing right-of-way that is disturbed outside the limits of construction shall be sodded at the Contractor's expense as directed by the County Inspector. The Contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industry, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

Item No. 26 – Brick Pavers (Architectural Sidewalk and Detectable Warning on Walking Surface – Retrofit):

This item shall be used for Architectural Sidewalk and Detectable Warning on Walking Surface – Retrofit of proposed curb ramps in the locations noted in the plans. This item shall be paid for by the square foot.

Item No. 28 – Patterned / Textured Crosswalk Pavement:

This item shall be used to furnish and install the Deco Mark brick textured pattern on the cross walks at the locations shown in the plans.

Item No. 30 – Retro-reflective Pavement Markers:

This item shall be used to furnish and install retro-reflective pavement markers on the final surface.

Item No. 14 through Item No. 24 – Painted Pavement Markings:

This item is to furnish pavement markings on the final course of asphalt. This item shall be placed in accordance with FDOT Specifications. From Station 223+25.00 to Station 226+15 the contractor shall follow the striping plan on sheet PO-1 for the striping on Main Street.

Item No. 31 through Item No. 41 – Thermoplastic Markings:

This item shall be placed 30 days after the placement of the asphalt friction course. This item shall be placed in accordance with FDOT Specifications. From Station 223+25.00 to Station 226+15 the contractor shall follow the striping plan on sheet PO-1 for the striping on Main Street.

Item No. 43 -Directional Bore (Less Than 6"):

This item shall consist of multiple 2 inch schedule 40 PVC sleeves per bore. See specific plan sheets for number required for the bore. All directional boring shall be done in compliance with the FDOT utility accommodations manual requirements.

Item No. 44-Conduit-Signals (Underground):

This item shall be installed per section 630, Conduit of the Standard Specifications. All conduits shall enter pull boxes as required in the Standard Index 17721, Sheet 2 of 2. All conduits shall be 2 inch, Schedule 40 PVC unless specified in the plans or specifications.

Item No. 45-Cable-Signal:

This item shall be installed per Standard Index 17727 as applicable.

A terminal compartment shall be provided near the base on both mast arm poles to provide for splicing of signal cables. Six feet of additional signal cable shall be wound inside the upright to allow for troubleshooting.

The additional signal cable shall be stored in the upright.

Three spare conductors per signal cable are required. Spares shall be grounded to the bus grounding facility in the controller cabinet. The contractor shall verify color codes for the signal cable conductors prior to ordering.

Item No. 47-Pull & Junction Boxes:

This item shall be installed in accordance with Standard Index 17721, and it shall be the responsibility of the contractor to size the pull boxes such that they will allow placement of all cables inside the pull boxes while maintaining the required minimum bending radii on the cables. Pull box covers shall be FDOT approved of non-metallic construction with recessed cover logo "Traffic Signal" or "Fiber Optic" as appropriate.

Item No. 48-Pull & Junction Boxes, F&I, Fiber Optics:

This item shall be installed in accordance with Standard Index 17721, and it shall be the responsibility of the contractor to size the pull boxes such that they will allow placement of all cables inside the pull boxes while maintaining the required minimum bending radii on the cables. Pull box covers shall be FDOT approved of non-metallic construction with recessed cover logo "Traffic Signal" or "Fiber Optic" as appropriate.

Item No. 49–Electrical Power Service (Signal) (Underground);

This item shall include the cost of all labor, materials, and permits required to furnish and install the assembly. The contractor shall be responsible for coordination with all agencies required for approval of completed installation. Standard Index 17736 (as applicable) shall apply.

Item No. 50-Electrical Service Wire:

The contractor shall be responsible for sizing the conductors for the power service.

Item No. 52 through 54 - Mast Arm Assemblies, F&I, Wind-Speed 110, Double Arm:

The steel mast arm assemblies shall include the cost of a drilled shaft foundation which includes providing an FDOT qualified drilled shaft inspector and slurry testing as required by the FDOT Standard Specifications 455-13 through 455-15.

A given mast arm/pole assembly location shall be field verified and identified as free of conflicts and/or objects by the contractor prior to procurement of the associated mast arm assembly. Also includes the cost of galvanizing painting (Black powder coat) mast arm installations.

Base locations of mast arm poles are close to existing utilities. Contactor shall hand dig the first four (4) feet to confirm clearance. Pole locations may need minor adjustments. Any adjustments must be approved by the engineer.

The contractor shall provide shop drawings for approval by the County and City of Gainesville prior to ordering.

This item shall also include the removal of any trees, tree branches or other vegetation that conflict with the signal structures.

Item No. 56 through 58- Traffic Signal Heads:

This item shall be aluminum heads black in color. Tunnel visors shall be full visors. Signal displays shall be L.E.D. The contractor shall contact Alachua County Public Works Department prior to ordering. This is to insure that they meet current County standards and are consistent with LED units currently in service with the County. The contractor shall submit all detailed equipment specifications to Alachua County and the City of Gainesville for approval prior to ordering.

Item No. 59 – Pedestrian Signal, F&I, LED-Countdown, 1 Direction:

This item shall be aluminum heads black in color. Signal displays shall be LED and shall include one solid state switch with audible tone. The contractor shall submit all detailed equipment specifications to Alachua County and the City of Gainesville for approval prior to ordering.

Item No. 62 - Vehicle Detector Assembly, F&I, Optical Type:

This item shall consist of a complete Iteris Vantage Edge Video Detection System installation consistent with Alachua County/City of Gainesville standards for all approaches of the intersection. The equipment shall be video detection units capable of interface with the traffic signal controller unit and shall include the cost of mounting arms to extend camera to

a position over the roadway. The contractor shall submit all detailed equipment specifications to Alachua County and the City of Gainesville for approval prior to ordering.

Item No. 64 – Pedestrian Detector, F&I:

This item shall include the additional cost of labor and materials required for the installation of pedestrian signal signs FTP-25-04 and FTP-49 . The contractor shall submit all detailed equipment specifications to Alachua County and the City of Gainesville for approval prior to ordering.

Item No. 65-Traffic Controller Assembly, Special:

This item shall be compatible with the current City of Gainesville Closed Loop System and shall be capable of SOP 10 of the Florida Department of Transportation Design Standards, Index 17870, but shall operate per the signalization plans. The controller shall be Naztec TS-2, Type 1 with Ethernet house in a Type 6 cabinet.

This item shall be include the 3M-Opticom 700 Series. This equipment shall be compatible with the Alachua County Fire Rescue pre-emption system. During pre-emption, all directions shall be red with the exception of the approach direction, which shall be green. All directions shall have pre-emption detectors.

The contractor shall submit all detailed equipment specifications to Alachua County and the City of Gainesville for approval prior to ordering.

Item No. 79 – Sign Panels, F&I, 15 or <:

This item shall include all hardware for mounting the signs on the mast arm. Sign letters on the street signs shall be a minimum of 8 inch series D white on green background.

Item No. 80 – Type IV Concrete Traffic Separator (2' wide):

This item is to install a concrete traffic separator as shown on sheet PO-1. It shall be constructed in accordance with FDOT Standard Index 302. This item includes yellow reflectorized paint on the noses of each island and the placement of traffic delineators on each end of the traffic separator.

Option #1 – Post Office Modifications

Item No. 83 – Maintenance of Traffic

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities.

Any work south of N. 16th Avenue requiring lane closures shall be performed between the hours of 7:00pm to 7:00am. Day time lane closures shall only be permitted from 9:00am to 4:30pm.

All work performed in the Post Office parking lot shall be performed outside of the Post Office's normal business hours.

The new driveway and all onsite modifications shall be constructed prior to closing the existing driveway.

Item No. 84- Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of construction, relocation of existing roadway signage, the relocation of existing mail boxes. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

Item No. 90 – Concrete Sidewalk (4" Thick):

This item shall be used for replacement sidewalk in the locations noted in the plans and as a contingency item where determined by the County Inspector. This item shall include the cost of removal of existing sidewalk.

Item No. 95 through Item No. 99 – Painted Pavement Markings:

This item is to furnish pavement markings for the Post Office parking lot. This item shall be placed in accordance with FDOT Specifications. Quantities include a second application 14 days after the first application of paint.

Item No. 100 Thermoplastic Pavement Markings, Std, White, Arrows:

This item is to furnish thermoplastic pavement markings on NW 14th Avenue and Main Street required as a result of the Post Office driveway relocation. The markings shall be placed in accordance with FDOT Specifications.

Item No. 101 – Brick Pavers (Architectural Sidewalk and Detectable Warning on Walking Surface – Retrofit):

This item shall be used for Architectural Sidewalk and Detectable Warning on Walking Surface – Retrofit of proposed curb ramps in the locations noted in the plans. This item shall be paid for by the square foot.

Option #2 – Sidewalk from Station 232+78.90 to Station 234+23.90 (Radio Shack)

Item No. 105 – Maintenance of Traffic

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities.

The traffic signals must remain active at all times during construction unless the Contractor makes alternate arrangements and has them approved by the Alachua County Public Works Department and has coordinated with the City of Gainesville Public Works Department. In the event that the Contractor damages the signal during construction such that it is inoperable, the Contractor will be responsible for hiring the services of an off-duty law enforcement officer with jurisdiction at the intersection to direct traffic until such time as the signal can operate.

Any work south of N. 16th Avenue requiring lane closures shall be performed between the hours of 7:00pm to 7:00am. Day time lane closures shall only be permitted from 9:00am to 4:30pm.

Item No. 106- Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of construction, relocation of existing roadway signage, the relocation of existing mail boxes. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

Item No. 108 – Concrete Sidewalk (4" Thick):

This item shall be used for replacement sidewalk in the locations noted in the plans and as a contingency item where determined by the County Inspector. This item shall include the cost of removal of existing sidewalk.

Option #3 – Sidewalk from Station 228+80 to Station 230+19.75 (No-fault Car Insurance)

Item No. 110 – Maintenance of Traffic

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida

Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities.

The traffic signals must remain active at all times during construction unless the Contractor makes alternate arrangements and has them approved by the Alachua County Public Works Department and has coordinated with the City of Gainesville Public Works Department. In the event that the Contractor damages the signal during construction such that it is inoperable, the Contractor will be responsible for hiring the services of an off-duty law enforcement officer with jurisdiction at the intersection to direct traffic until such time as the signal can operate.

Any work south of N. 16th Avenue requiring lane closures shall be performed between the hours of 7:00pm to 7:00am. Day time lane closures shall only be permitted from 9:00am to 4:30pm.

Item No. 111- Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of construction, relocation of existing roadway signage, the relocation of existing mail boxes. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

Item No. 112 – Concrete Sidewalk (4" Thick):

This item shall be used for replacement sidewalk in the locations noted in the plans and as a contingency item where determined by the County Inspector.

Item No. 115 – Concrete Sidewalk (6" Thick):

This item shall be used for replacement of driveways in the locations noted in the plans and as a contingency item where determined by the County Inspector.

Option #4 – Sidewalk from Station 234+59.90 to Station 237+77.80 (Auto Mall)

Item No. 117 – Maintenance of Traffic

This item includes Contractor's preparation of maintenance of traffic control plans for the work area according to the requirements of the Manual of Uniform Traffic Control Devices, the Florida Department of Transportation Design Standards for the Design, Construction, Maintenance and Operations on the State Highway System and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The maintenance of traffic plan must be submitted to and approved by the County prior to commencement of construction activities.

The traffic signals must remain active at all times during construction unless the Contractor makes alternate arrangements and has them approved by the Alachua County Public Works Department and has coordinated with the City of Gainesville Public Works Department. In the event that the Contractor damages the signal during construction such that it is inoperable, the Contractor will be responsible for hiring the services of an off-duty law enforcement officer with jurisdiction at the intersection to direct traffic until such time as the signal can operate.

Any work south of N. 16th Avenue requiring lane closures shall be performed between the hours of 7:00pm to 7:00am. Day time lane closures shall only be permitted from 9:00am to 4:30pm.

Item No. 118- Clearing and Grubbing:

This item shall include the saw-cutting of existing driveways and necessary roadside clearing within the limits of construction, relocation of existing roadway signage, the relocation of existing mail boxes. It is the contractor's responsibility to replace any signs that are damaged during construction.

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

Item No. 121 – Concrete Sidewalk (4" Thick):

This item shall be used for replacement sidewalk in the locations noted in the plans and as a contingency item where determined by the County Inspector.

Item No. 122 – Concrete Sidewalk (6" Thick):

This item shall be used for replacement of driveways in the locations noted in the plans and as a contingency item where determined by the County Inspector.

SECTION E

1.0 **TYPE A INSURANCE REQUIRED**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

2.0 **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

3.0 **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

4.0 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

5.0 **BUILDER'S RISK / INSTALLATION FLOATERS**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

6.0 **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

6.1 **Commercial General Liability and Automobile Liability Coverages**

6.1.1 **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as Insureds as respects**: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6.1.2 The **Contractor's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

7.0 **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

8.0 **All Coverages**

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

9.0 **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:
and Mailing Address

Alachua County Board of County Commissioners
c/o Ebix, Inc.
P.O. Box 257
Portland, MI 48875

BID FORM

Bid # 11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements.

Date: _____

Board of County Commissioners
Alachua County, Florida
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for: 11-437: **Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements** to furnish the prescribed Performance and Payment Bond for not less than the total bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within **150** calendar days from the date on which work commences with final completion within **30** calendar days thereafter. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County **$1,423.00** per calendar day as liquidated damages for substantial completion and **$712.00** per calendar day as liquidated damages for final completion.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as "Bid Schedule". The Bidder understands that the quantities shown on the
"Bid Schedule" are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

Bid # 11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements.

_____ **BIDDER**

Attest:

_____ **BY**: _____

_____ _____

Title **Title**

_____

Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): _____, _____, _____, _____, _____, _____, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

BIDDER

Attest:

_____ **BY**: _____

_____ _____

Title **Title**

BID SCHEDULE

Bid # 11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements

Option #1 is for the driveway construction at the Post Office and associated on-site modifications as shown on sheet PO-1 and PO-2. Options #2-#4 are for additional sidewalk construction in front of the Radio Shack, No-fault Car Insurance, and Auto Mall, respectively. The bidder is required to bid on these options in order to be considered responsive. However, the Options will be utilized at the County's discretion. The lowest responsive bidder will be selected based on the lowest sum of Base Bid + Option #1 + Option #2 + Option #3 + Option #4.

Base Bid

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS		
2	CLEARING AND GRUBBING	.226	AC		
3	REMOVAL OF CONCRETE PAVEMENT	1348	SY		
4	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	639	SY		
5	ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC LEVEL C) FC-12.5	706.2	TN		
6	MANHOLES, ADJUST	3	EA		
7	MANHOLES, ADJUST, UTILITIES	3	EA		
8	VALVE BOXES, ADJUST	10	EA		
9	CONCRETE CURB AND GUTTER (TYPE 'F')	1789	LF		
10	CONCRETE CURB (TYPE 'D')	70	LF		
11	CONCRETE SIDEWALK – 4" THICK	912	SY		
12	CONCRETE SIDEWALK – 6" THICK	479	SY		
13	PERFORMANCE TURF, SOD	639	SY		
14	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	.642	NM		
15	PAINTED PAVEMENT MARKINGS, STD, WHITE 8"	240	LF		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
16	PAINTED PAVEMENT MARKINGS, STD, WHITE SOLID 12"	731	LF		
17	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID 18"	71	LF		
18	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID 24"	156	LF		
19	PAINTED PAVEMENT MARKINGS, STD, WHITE, SKIP 6"	0.233	GM		
20	PAINTED PAVEMENT MARKINGS, STD, WHITE MESSAGE (ONLY)	3	EA		
21	PAINTED PAVEMENT MARKINGS, STD, WHITE ARROWS	18	EA		
22	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	0.639	NM		
23	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID 18"	291	LF		
24	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SKIP, 6"	0.192	GM		
25	UTILITY RELOCATION – WATER	1	LS		
26	BRICK PAVER DETECTABLE WARNING	533	SF		
27	INLET EROSION CONTROL	11	LO		
28	PATTERNED/TEXTURED PAVEMENT, ASPHALT	496	SY		
29	SINGLE POST SIGN, RELOCATE	15	AS		
30	RETRO-REFLECTIVE PAVEMENT MARKERS	238	EA		
31	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	0.642	NM		
32	THERMOPLASTICE, STANDARD, WHITE, SOLID 8"	240	LF		
33	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	731	LF		
34	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	71	LF		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
35	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	156	LF		
36	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6"	0.233	GM		
37	THERMOPLASTIC, STANDARD, WHITE, MESSAGE (ONLY)	3	EA		
38	THERMOPLASTIC, STANDARD, WHITE, ARROW	18	EA		
39	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	0.639	NM		
40	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	291	LF		
41	THERMOPLASTIC, STANDARD, YELLOW, SKIP , 6"	0.192	GM		
42	THERMOPLASTIC, REMOVE	20	SF		
43	DIRECTIONAL BORE, LESS THAN 6"	4434	LF		
44	CONDUIT – SIGNALS, FURNISH & INSTALL, UNDERGROUND	1066	LF		
45	CABLE, SIGNAL, FURNISH & INSTALL	2	PI		
46	CABLE, FIBER OPTIC, F&I, UNDERGROUND, SINGLE MODE, 1-25	5720	LF		
47	PULL & JUNCTION BOXES, F&I, PULL BOX	22	EA		
48	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	32	EA		
49	SIGNALS, ELECTRICAL POWER SERVICE, UNDERGROUND	2	AS		
50	SIGNALS, ELECTRICAL SERVICE WIRE	288	LF		
51	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	2	EA		
52	MAST ARM, F&I, WIND-SPEED 110, DOUBLE ARM, 46'-48'	1	EA		
53	MAST ARM, F&I, WIND-SPEED 110, DOUBLE ARM, 46'-54'	1	EA		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
54	MAST ARM, F&I, WIND-SPEED 110, DOUBLE ARM, 46'-70.5'	1	EA		
55	MAST ARM, F&I, WIND-SPEED 110, DOUBLE ARM, 48'-70.5	1	EA		
56	TRAFFIC SIGNAL, F&I, 3-SECTION, 1 WAY, STANDARD	15	AS		
57	TRAFFIC SIGNAL, F&I, 4-SECTION, 1 WAY, STANDARD	8	AS		
58	TRAFFIC SIGNAL, F&I, 5-SECTION, 1 WAY, STANDARD	1	AS		
59	PEDESTRIAN SIGNAL, F&I, LED-COUNT DOWN, 1 DIRECTION	16	AS		
60	SIGNAL HEAD AUXILIARIES, F&I, ALUMINUM PEDESTAL	16	EA		
61	LOOP ASSEMBLY (F&I)(TYPE C)	3	AS		
62	VEHICLE DETECTOR ASSEMBLY, F&I, OPITCAL TYPE	8	EA		
63	VEHICLE DETECTOR ASSEMBLY, F&I, INFRARED	8	EA		
64	PEDESTRIAN DETECTOR, F&I, DETECTION STATION	16	EA		
65	TRAFFIC CONTROLLER ASSEMBLY, F&I, SPECIAL	3	AS		
66	SYSTEM AUXILIARIES, FURNISH & INSTALL	1	EA		
67	SIGNAL HEAD TRAFFIC ASSEMBLY, REMOVAL	12	EA		
68	SIGNAL PEDESTRIAN ASSEMBLY, REMOVAL	13	EA		
69	SIGNAL PEDESTAL REMOVAL	3	EA		
70	POLE REMOVAL, DEEP DIRECT BURIAL	120	LF		
71	CONTROLLER ASSEMBLY, REMOVE COMPLETE ASSEMBLY	3	EA		
72	CONTROLLER ASSEMBLY, REMOVE CAB ASSEMBLY	1	EA		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
73	DETECTOR PEDESTRIAN ASSEMBLY REMOVE	16	EA		
74	SPAN WIRE ASSEMBLY, REMOVE	8	EA		
75	REMOVE CONDUIT & CABLING	2	PI		
76	SIGNAL INTERCONNECT CABLE REMOVE	5720	LF		
77	SIGNAL EQUIPMENT MISCELLANEOUS REMOVE	2	PI		
78	SIGN EXISTING – REMOVE, SPAN WIRE	1	AS		
79	SIGN PANELS, F&I, 15 OR <	8	AS		
80	TYPE IV CONCRETE TRAFFIC SEPARATOR (2' WIDE)	247	LF		
81	WATTS FD-520 DRAIN OR EQUIVALENT	1	EA		
82	6" PVC (INCLUDING CORING TO EXISTING INLET)	32	LF		
	TOTAL BASE BID AMOUNT			$	

Option #1 – Post Office Modifications

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
83	MAINTENANCE OF TRAFFIC	1	LS		
84	CLEARING AND GRUBBING	1	LS		
85	REMOVAL OF CONCRETE PAVEMENT	285	SY		
86	PREPARED SOIL FINISH LAYER, 6"	157	SY		
87	CONCRETE CURB AND GUTTER (TYPE 'F')	43	LF		
88	CONCRETE CURB (TYPE 'D')	280	LF		
89	VALLEY GUTTER	86	LF		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
90	CONCRETE SIDEWALK – 4" THICK	42	SY		
91	12" STABILIZATION	142	SY		
92	LIMEROCK BASE COURSE – 8" THICK	142	SY		
93	ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC LEVEL C) FC-12.5 – 1 1/2"	11.7	TN		
94	PAVEMENT MARKING REMOVAL	13.2	SY		
95	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	184	LF		
96	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID	40	LF		
97	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 18"	68	LF		
98	PAINTED PAVEMENT MARKINGS, STD, ARROW	22	EA		
99	THERMOPLASTIC PAVEMENT MARKINGS, STD, WHITE ARROW	6	EA		
100	18" STOP SIGN (F&I)	2	AS		
101	BRICK PAVER DETECTABLE WARNING	2.2	SY		
102	PERFORMANCE TURF – SOD	157	SY		
103	FENCE - RELOCATE	100	LF		
104	MAILBOXES - RELOCATE	2	EA		
	TOTAL OPTION #1 AMOUNT			$	

Option #2 – Sidewalk from Station 232+78.90 to Station 234+23.90 (Radio Shack)

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
105	MAINTENANCE OF TRAFFIC	1	LS		
106	CLEARING AND GRUBBING	1	LS		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
107	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	29	SY		
108	CONCRETE SIDEWALK – 4" THICK	102	SY		
109	PERFORMANCE TURF, SOD	29	SY		
	SUB-TOTAL AMOUNT OPTION #2 AMOUNT			$	

Option #3 – Sidewalk from Station 228+80 to 230+19.75 Station (No-fault Car Insurance)

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
110	MAINTENANCE OF TRAFFIC	1	LS		
111	CLEARING AND GRUBBING	1	LS		
112	REMOVAL OF CONCRETE PAVEMENT	111	SY		
113	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	37	SY		
114	CONCRETE SIDEWALK – 4" THICK	27	SY		
115	CONCRETE SIDEWALK – 6" THICK	70	SY		
116	PERFORMANCE TURF - SOD	37	SY		
	SUB-TOTAL AMOUNT OPTION #3			$	

Option #4 – Sidewalk from Station 234+59.90 to Station 237+77.80 (Auto Mall)

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
117	MAINTENANCE OF TRAFFIC	1	LS		
118	CLEARING AND GRUBBING	1	LS		
119	REMOVAL OF CONCRETE PAVEMENT	65	SY		
120	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	124	SY		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
121	CONCRETE SIDEWALK – 4" THICK	191	SY		
122	CONCRETE SIDEWALK – 6" THICK	51	SY		
123	PERFORMANCE TURF, SOD	124	SY		
124	LIGHT POLE, RELOCATE	2	EA		
	SUB-TOTAL AMOUNT OPTION #4				$
TOTAL BID AMOUNT (BASE BID + OPTION #1 + OPTION #2 + OPTION #3 + OPTION #4)					$
	10% OF TOTAL BID AMOUNT (CONTINGENCY)				$
	TOTAL BID PLUS 10% CONTINGENCY				$

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

Bidder: _____ Company: _____

Address: _____

_____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

List of Unit Abbreviations:

SY Square Yards
LS Lump Sum
CY Cubic Yards
EA Each
TN Tons
AC Acre
HR Hour
CD Cross Drain
AS Assembly
GL Gallons
MG Thousand Gallons
GM Gross Miles
LF Linear Feet
NM Net Miles
RCP Reinforced Concrete Pipe
PI Per Intersection
SD Side Drain
ED Each Day

EXHIBIT A

Proposed Subcontractors Form

Bid # 11-437; Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements

I certify that our Company, listed below, is an Alachua County Certified Small Business Enterprise registered prior to opening for the above Bid/RFP.

Name of Company	Address	Phone Number
Signature	Title	Date

The undersigned representative of the Bidder states that the Bidder has contacted Alachua County's certified Small Business Enterprises (SBEs) listed below. The SBEs have agreed to perform the work for **the total dollar value and percentage of the bid/contract** set forth below. The undersigned representative of the Bidder further states that the following information regarding SBE Subcontractors is true and correct to the best of his or her knowledge and belief.

Signature	Title	Date

Name of Contractor SBE? Yes/No	Name of Contractor SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
$ _____ _____ %	$ _____ _____ %
(Total $ Value) (% of Total Bid/RFP)	(Total $ Value) (% of Total Bid/RFP)
Name of Contractor SBE? Yes/No	Name of Contractor SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
$ _____ _____ %	$ _____ _____ %
(Total $ Value) (% of Total Bid/RFP)	(Total $ Value) (% of Total Bid/RFP)
Name of Contractor SBE? Yes/No	Name of Contractor SBE? Yes/No
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
$ _____ _____ %	$ _____ _____ %
(Total $ Value) (% of Total Bid/RFP)	(Total $ Value) (% of Total Bid/RFP)

If SBE subcontractors are **not available** for the bid/RFP, a Good Faith Effort Form, EXHIBIT B, **must be completed**.

EXHIBIT B

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: # 11-437; **Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements**

Vendor/Company Name: _____ Phone: _____

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 31.0 of this document, the undersigned vendor hereby certifies that (**VENDOR MUST CHECK ONE OF THE FOLLOWING**):

- The County's SBE directory did not have any vendors available for the above Bid/RFP services.
- I, representing the above company, have solicited and received responses from the following certified SBE companies listed below.
- I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.

_____ _____ _____

Signature Title Date

1	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

2	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

3	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

4	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

5	Name of SBE Company:		Date SBE Contacted
SBE Contact Name:		Phone:	/ /
SBE Response:			

EXHIBIT C

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

_____

Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

_____

Date

EXHIBIT D

BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Will you subcontract any part of this work: Yes _____ No _____ If so, give details: _____

_____

_____

_____

List all major equipment which will be available upon commencement of the agreement to perform the required service:

_____

_____

Do you currently hold any municipality contracts: Yes _____ No ____ If so, please indicate below:

_____ _____ _____

_____ _____ _____

_____ _____ _____

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____

Contact Person: _____

2) Firm _____ Phone: _____

Contact Person: _____

3) Firm: _____ Phone: _____

Contact Person: _____ _____

_____

Are your employees screened by: (indicate)

1) Polygraph _____

2) General Interview _____

3) Background Investigation _____

4) Police Record Check _____

5) Additional _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes_____ No_____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

_____

_____

_____

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

EXHIBIT E

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT:_____

ADDRESS_____

_____

PHONE NO._____

FAX NO._____

ALTERNATE RESPONSIBLE AGENT:_____

ADDRESS_____

_____

PHONE NO._____

FAX NO._____

SIGNED:_____ DATE:_____

EXHIBIT F

FORM OF BID BOND

STATE OF FLORIDA

COUNTY OF ALACHUA

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called Bidder), and _____ as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of _____ Dollars ($_____), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of: **#11-437: Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements,** including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.

Signed and sealed this _____ day of _____,2010.

WITNESSES:

_____
(Name of Corporation)

_____ By_____
Secretary (Signature and Title)

(CORPORATE SEAL)

_____
(Type Name and Title Signed Above)

IN THE PRESENCE OF: INSURANCE COMPANY:

_____ By_____
(Agent and Attorney-in-Fact)

_____ Address _____
(Street)

_____ _____
(City/State/Zip Code)

Telephone No._____

EXHIBIT G

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ATTORNEY IN FACT_____

EXHIBIT H

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and

3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this_____day of_____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ _____

_____ By:_____

Witnesses as to Contractor Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ATTORNEY IN FACT_____

EXHIBIT I

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(execute either section 1. or II., but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

_____ _____

Bidder's Signature Date

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

_____

_____

_____

_____

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

_____ _____

Bidder's Signature Date

July 26. 2006

SECTION G

CONTRACT ADMINISTRATION FORMS

NOTICE TO PROCEED	EXHIBIT I
CHANGE ORDER	EXHIBIT J
FIELD CHANGE ORDER	EXHIBIT K
PAYMENT APPLICATION	EXHIBIT L
CONTRACTOR'S FINAL AFFIDAVIT	EXHIBIT M
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN	EXHIBIT N
CERTIFICATION OF COMPLETION	EXHIBIT O

EXHIBIT J

NOTICE TO PROCEED

Date_____

Project No. _____ **Project Name:**_____

TO: _____

_____

_____

_____

On _____, the Chairman of the Board of County Commissioners approved the contract for the subject project. You are herein authorized to proceed with construction of the project on or before _____. Contract time shall be reckoned from the date you actually start, but no later than the date specified above. Notify this office at least 24 hours prior to beginning work.

_____

Public Works Director

EXHIBIT K

CHANGE ORDER NO._____

Project No._____ **Project Name** _____

Description of Change to Contract:

_____

_____

_____

_____

_____

_____

CONTRACT INFORMATION

Date of Contract _____ Original Contract Days _____

Original Contract Amount _____ Previous Changes to Contract Days _____

Amount of Previous Change Orders _____ Changes to Contract Days

Amount of this Change Order _____ this Change Order _____

Revised Contract Amount _____ Revised Contract Days _____

TOTAL CHANGE ORDERS - % of Original _____

EXECUTION OF AGREEMENT

CONTRACTOR	SURETY	COUNTY - Alachua County, FL
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Attest: _____	Attest: _____	Attest: _____

Date of Execution by County: _____

EXHIBIT L

FIELD CHANGE ORDER NO. _____

Project No. _____ Project Name_____

Date _____

1. **General** - This Field Change Order documents a change which does not result in the total contract price exceeding the amount specified in the contract. It assures that the Contractor and the County understand the details of the change and concur in the cost changes which may be associated with it.

2. **Description of Change** -

_____

_____

_____

_____

_____

_____

3. **Cost Factors** -

a. Net increase (decrease) in costs of $_____.

b. Cost Computations:

_____ _____

Inspections Superintendent **County Engineer**

_____ _____

Public Works Director **Contractor**

EXHIBIT M

PAYMENT APPLICATION

Project No. _____ **Project Name** _____

Estimate No. _____ **Contractor** _____

Through _____ _____
(Date)

_____

_____

TOTAL $ _____

LESS 10% RETAINAGE _____

LESS PREVIOUS PAYMENTS _____

AMOUNT DUE $ _____

Submitted for Payment:

_____
Contractor

Approved for Payment:

_____
Alachua County Engineer

_____
Code

EXHIBIT N

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

Project No. _____ **Project Name:** _____

BEFORE ME the undersigned authority personally appeared _____ who after being by me first duly sworn, deposes and says that:

1) He is _____ of _____
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to Contract dated _____, hereinafter referred to as Contract, with Alachua County, Florida, hereinafter referred to as County, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:

Name: _____ Address: _____ Amount Due: _____
(Write in "NONE" if all persons and firms have been paid in full.)

4) The undersigned affiant for and in consideration of final payment to him in the amount of $_____, and all other previous payments paid by County to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished on any other class of lien whatsoever, on any of the premises owned by County on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing County to make final disbursement and payment to the Contractor in the amount of $_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to County under said applicable laws, affiant expressly agrees to indemnify and save County harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors, or materialmen who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

Contractor:

Attest: _____

_____ **By:** _____

_____ _____

Title **Title**

EXHIBIT O

SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____ _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

NOW THEREFORE, _____ (The Subcontractor or Materialman) for and in consideration of $_____ (prior payments received) and contingent upon receipt of $_____ (anticipated current month's payment) will, upon receipt of aforementioned anticipated payment, waive, release, and relinquish all claims, demands, liens, or rights of liens, to the extent of the amount of $_____ (total of prior and anticipated payments) for all work, labor, materials, machinery or other goods equipment, or services done, performed, and/or furnished for the construction of the above referenced project.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____

_____
(Subcontractor or Materialman)

STATE OF FLORIDA
COUNTY OF ALACHUA
The foregoing instrument was acknowledged before me this day of (year) , by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed).

_____
(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced

EXHIBIT P

CERTIFICATION OF COMPLETION

DATE _____

Project No. _____ **Project Name:** _____

TO: _____

_____

_____

_____

On _____, a final inspection was held on the subject project. All construction was found to be constructed in accordance with the Contract Documents, and the project is herein accepted by Alachua County. Upon receipt of your Application for Final Payment and the Final Affidavit and Release of Lien, the project shall be processed for final payment.

_____

Richard L. Hedrick
Public Works Director

xc: Wm. David Cerlakek, PE
Timothy McKenzie
Ron Kaylor
John Johnson, OMB
Jana Powell (OMB)

SECTION H

"SAMPLE AGREEMENT"

THIS AGREEMENT made and entered into this _____day of _____, 20_____, by and between _____, hereinafter referred to as "Contractor" doing business at _____: and ALACHUA COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

I. **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in the Contract Documents and Specifications for Bid #11-437 Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements and all incidental and necessary work thereto. Receipt of the Contract Documents and Drawings are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.

II. **CONTRACT PRICE.** That the County hereby agrees to pay to the Contractor for the faithful performance of The Work in this Agreement, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of _____ _____DOLLARS and _____CENTS ($_____). This amount includes a Contract Amount of _____ _____DOLLARS and _CENTS ($_____) and a 10% contingency amount of _____ _____DOLLARS and _____CENTS ($_____). The 10% contingency amount shall be authorized in accordance with County procedures.

III. **GENERAL CONDITIONS**

A That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

B That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as **the point at which 50% of the total value of the construction contract including all existing change orders and amendments has been expended**. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment

C **For purposes of this contract, substantial completion is defined as the completion by the contractor and acceptance by the County of the FC 12.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers, the sidewalk, all curb and gutter work, all work necessary for the signals to operate per the approved signal timing plan and installation of the fiberoptic cable.** Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

D If the county fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County is not obligated to pay the retainage.

E The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

F Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.

IV. CONTRACT TIME AND DAMAGES

A It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the issuance of a Notice to Proceed to the Contractor by the County and will be substantially complete within **150** calendar days and final completion within **30** calendar days after substantial completion.

B Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section **B-12.3** of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

C Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section **B-12.3** of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

V. RELEASE OF LIEN.

A It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provide in the Project Manual or Bid Specifications. The contractor shall provide a Release of Liens from every subcontractor, materielman and supplier that has provided services or materials to the Project in the form provide in the Project Manual or Bid Specifications or on a form acceptable to the County

VI. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS.

A Receipt of the Contract Documents and Specifications entitled Bid #11-437 Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements, **dated MONTH DD , YYYY** are herein acknowledged and made a part of the Agreement the same as though they were set forth at length herein. The general conditions are incorporated herein.

B In cases of discrepancy, the governing order of the documents is as follows:

1. Amendments and Change orders
2. Contract
3. Special Provisions
4. Technical Special Provisions
5. Plans
6. Road Design, Structures, and Traffic Operation Standards
7. Developmental Specifications
8. Supplemental Specifications
9. Standard Specifications

Computed dimensions governed over scaled dimensions.

VII. INDEMNIFICATION.

A To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Architect or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Architect or anyone employed or utilized by the Contractor in the performance of this Agreement.

B The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

D In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

VIII. **INSURANCE**. Throughout the term of this project, the Contractor shall provide insurance of the types and in the amounts set forth in the Contract Documents and Specifications. The Contractor shall also require any subcontractors to provide insurance as set forth in the Contract Documents and Specifications.

IX. **SEVERABILITY**. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

X. **AMENDMENT**. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

XI. **INDEPENDENT CONTRACTOR**. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

XII. **CHOICE OF LAW**. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

XIII. **COMPLETE AGREEMENT**. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

XIV. **NON WAIVER**. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

XV. **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

XVI. **NO THIRD PARTY BENEFICIARIES**. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY:_____
_____CHAIR

ATTEST:

APPROVED AS TO FORM

_____
J. K. "Buddy" Irby, Clerk
(SEAL)

_____
Alachua County Attorney's Office

CONTRACTOR:

ATTEST: (by corporate officer)

By:_____
(Signature)

Print/Type:_____
(Name)

Title:_____

By: _____
(Signature)

Print/Type: _____
(Name)

Title: _____

CONSTRUCTION AGREEMENT FOR
COUNTY PROJECT # 6336

THIS AGREEMENT made and entered into this 22nd day of March, 20 11, by and between APAC-Southeast Inc, hereinafter referred to as "Contractor" doing business at 11482 Columbia Park Dr. W, Suite 3, Jacksonville, FL 32258: and Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

I. THE WORK. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in the Contract Documents and Specifications for Bid #11-437 Project No. 6336 Resurfacing of North Main Street from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements, dated September 20, 2010, and all incidental and necessary work thereto. Receipt of the Contract Documents and Drawings (Project Manual) are herein acknowledged and made a part of the Contract, the same as though they were set forth at length herein.

II. CONTRACT PRICE. That the County hereby agrees to pay to the Contractor for the faithful performance of The Work in this Agreement, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of one million, one hundred seventy-nine thousand, forty-one DOLLARS and thirty-one CENTS ($ 1,179,041.31). This amount includes a Contract Amount of one million, seventy-one thousand, eight hundred fifty-five DOLLARS and seventy-four CENTS ($1.071,855.74) and a 10% contingency amount of one hundred seven thousand, one hundred eight-five DOLLARS and fifty-seven CENTS ($ 107,185.57\). The 10% contingency amount shall be authorized in accordance with County procedures.

III. GENERAL CONDITIONS

A That it is mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

B That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as completion of work totaling 50% of the total cost of the construction contract including the original cost of the contract plus all existing contract amendments, change orders or other additions or modifications. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment

C For purposes of this contract, substantial completion is defined as the completion by the contractor and acceptance by the County of the FC 12.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers, the sidewalk, all curb and gutter work, all work necessary for the signals to operate per the approved signal timing plan and installation of the fiberoptic cable. Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

D If the county fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County is not obligated to pay the retainage.

E The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

F Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.

G General Terms and Conditions as found in the referenced Project Manual are attached hereto as Exhibit A.

IV. CONTRACT TIME AND DAMAGES

A It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the issuance of a Notice to Proceed to the Contractor by the County and will be substantially complete within 150 calendar days and final completion within 30 calendar days after substantial completion.

B Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section B-12.3 of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

C Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum specified in Section B-12.3 of the Contract Documents and Specifications per day for each and every calendar day after the date fixed for such completion for the project.

IV. RELEASE OF LIEN.

A It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provide in the Project Manual or Bid Specifications. The contractor shall provide a Release of Liens from every subcontractor, materielman and supplier that has provided services or materials to the Project in the form provide in the Project Manual or Bid Specifications or on a form acceptable to the County

V. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS.

A Receipt of the Contract Documents and Specifications entitled the "PROJECT MANUAL" are herein acknowledged and made a part of the Agreement the same as

though they were set forth at length herein. The general conditions are incorporated herein.

B In cases of discrepancy, the governing order of the documents is as follows:

1. Amendments and Change orders
2. Contract
3. Special Provisions
4. Technical Special Provisions
5. Plans
6. Road Design, Structures, and Traffic Operation Standards
7. Developmental Specifications
8. Supplemental Specifications
9. Standard Specifications

Computed dimensions governed over scaled dimensions.

VI. INDEMNIFICATION.

A To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Architect or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Architect or anyone employed or utilized by the Contractor in the performance of this Agreement.

B The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

D In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the

amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

VII. INSURANCE. Throughout the term of this project, the Contractor shall provide insurance of the types and in the amounts set forth in the Contract Documents and Specifications. The Contractor shall also require any subcontractors to provide insurance as set forth in the Contract Documents and Specifications.

VIII. SEVERABILITY. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

IX. AMENDMENT. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

X. INDEPENDENT CONTRACTOR. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

XI. CHOICE OF LAW. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

XII. COMPLETE AGREEMENT. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

XIII. NON WAIVER. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

XIV. SUCCESSORS AND ASSIGNS. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County,

nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

XV. COUNTERPARTS. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

XVI. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

APAC-SOUTHEAST, INC

ATTEST: (by corporate officer)

By: _____
(Signature)
Print/Type: Melinda Lewis
(Name)

Title: Asst. Secretary

By: _____
(Signature)
Print/Type: John W. Taylor
(Name)

Title: Vice President

SECTION C
GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 **Schedule**

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 **Pre-Construction Conference**

Before starting Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 **Notice to Proceed**

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 **Commencement of Time**

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 **Submittals**

The contractor shall supply proof of submittal of the Notice of Intent to the Florida Department of Environmental Protection one week before the commencement of any construction activities. The contractor shall also submit two weeks prior to any planned constructions, the Maintenance of Traffic Plan and Erosion and Sedimentation Control Plan and obtain approval prior to any construction activities.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection

with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 WORK BY OTHERS

4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.

4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.

4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section C**, Paragraphs 14 and 15.

5.0 RESPONSIBLE AGENT

5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section F, Exhibit E**.

5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.

6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Amount shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Amount shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.

7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.

7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable,

evidence of amounts paid to the Contractor as compensation for specific Work performed.

7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.

9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section C,** Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section C,** Paragraph 13.2, whether or not the Work is fabricated, installed or completed.

9.4 Neither the County Engineer's authority to act under this **Section C,** Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall

give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Amount, he may make a claim therefore as provided in **Section C,** Paragraph 16.

10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 TESTS AND INSPECTIONS

11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section C,** Paragraph 19.

11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and

compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. He will at all times maintain good discipline and order among his employees at the site.

12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.

12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.

13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be nondefective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Amount or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section C,** Paragraph 16 and 17.

14.0 **MODIFICATIONS**

14.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 **CHANGES IN THE WORK**

15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraphs 16 and 17.

15.2 The Public Works Director or designee may authorize changes in unit quantities or other minor changes not inconsistent with the scope of the Work by issuing a Field Change Order. The aggregate amount of all Field Change Orders, plus all other change orders issued for the Project, excluding those change orders approved by the BoCC, may not exceed ten percent (10%) of the Contract Amount or $500,000.00. Nor may the aggregate of Field Change Orders exceed the contingency amount.

15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Amount, or an extension of the Contract Time.

15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Amount, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT AMOUNT**

16.1 The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount.

16.2 The Contract Amount may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Amount, his claim shall be in writing delivered to the County and the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Change orders will be approved by the following procedure:

16.2.1 The county manager may approve change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or $500,000.00. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or $500,000.00.

16.2.2 The administrative services director or public works director may approve change orders of up to $50,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, as long as the cumulative total of these change orders does not exceed ten percent of the original contract price or $500,000.00.

16.2.3 The county manager, administrative services director or public works director may approve all change orders that decrease the cost to the county

16.2.4 Only the board may approve a change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.

16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.

16.4 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Amount, shall be determined in one of the following ways:

16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

16.4.2 Mutual acceptance of a lump sum or unit price.

16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.

16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 14.3.3, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Items listed in FDOT specs Section 9-2 will be adjusted in accordance with methods specified therein.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be in the amount of the actual net decrease as determined in **Section C,** Paragraph 16.3 and processed by Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the County Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be reviewed and approved by the County Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section C,** Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section C,** Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Amount. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County

Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Amount. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section C,** Paragraph 33 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.

20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment.

The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 APPROVAL OF PAYMENTS

21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.

21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section C,** Paragraph 21.3, have been fulfilled.

21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

21.3.1 The Work is defective.

21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

21.3.3 The Contract Amount has been reduced.

21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section C,** Paragraph 18, or

21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section C,** Paragraph 28.

22.0 FINAL PAYMENT

22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien, utilizing the form provided. The County Engineer will execute a Certificate of Completion and recommend final payment.

22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section C,** Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

23.2 The making and acceptance of final payment shall constitute:

23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 INDEMNIFICATION

24.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities,

claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

24.2 The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

25.0 DEFAULT AND TERMINATION

25.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

25.2 The defaulting party shall be given seven (7) days in which to cure the default. The County Engineer is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

25.3 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department County Engineer is authorized to provide written notice of termination on behalf of the County.

25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

25.5 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

26.0 **SUCCESSORS AND ASSIGNS**

26.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Amount or extension of the Contract Time.

29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Section C,** Paragraphs 16 and 17.

30.0 COUNTY'S RIGHT TO TERMINATE

30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 WORKPLACE VIOLENCE

32.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

32.1.1 Battery: intentional offensive touching or application of force or violence to another.

32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 **MISCELLANEOUS**

33.1 WRITTEN NOTICE
Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

33.2 DUTIES AND OBLIGATIONS
Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section C,** Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

33.3 GOVERNING LAW
The Contract Document shall be governed by the law of the State of Florida.

33.4 POLLUTION ABATEMENT
The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. This includes the filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

33.5 INJURY OR DAMAGE TO PEOPLE OR PROPERTY
Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

33.6 HEALTH CONSIDERATIONS
The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

33.7 ASSIGNMENT OF INTEREST –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

33.8 BOOKS AND RECORDS – The County shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

33.9 NON WAIVER – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non compliance.

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): **OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC - SOUTHEAST, INC.**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **11482 COLUMBIA PARK DR. W., SUITE 3, JACKSONVILLE, FL 32258**

TELEPHONE NUMBER: **904-288-6300**

SURETY

COMPANY (LEGAL NAME): **FEDERAL INSURANCE COMPANY**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **15 MOUNTAIN VIEW RD., WARREN, NJ 07061**

TELEPHONE NUMBER: **908-903-2000**

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT: **$1,179,041.31**

GENERAL DESCRIPTION: **PROJECT NO. 6336 RESURFACING OF NORTH MAIN STREET WITH ASSOCIATED SIGNILIZATION IMPROVEMENTS**

STREET ADDRESS OF PROJECT: **NW 8TH AVENUE TO NW 23RD AVENUE**

PO #, RFP, OR BID #: **BID # 11-437**

BOND

BOND NUMBER: **8228-26-92**

DATE: **MARCH 2, 2011**

AMOUNT: **$1,179,041.31**

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and

3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this 2ND day of MARCH, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC - SOUTHEAST, INC.

Assistant Secretary

Witnesses as to Contractor

By: _____

Name: John W. Taylor

Title: Vice President

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd day of March, 2011, by John W. Taylor, as Vice President of APAC-Southeast, Inc, a Georgia corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: Melinda Lewis My Commission Expires: 8-10-14

(AFFIX NOTARY SEAL)

MELINDA LEWIS
MY COMMISSION # DD 981094
EXPIRES: August 10, 2014
Bonded Thru Notary Public Underwriters

FEDERAL INSURANCE COMPANY

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME ~~AND TITLE~~: **TINA DAVIS** ATTORNEY IN FACT

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): **OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC - SOUTHEAST, INC.**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **11482 COLUMBIA PARK DR. W., SUITE 3, JACKSONVILLE, FL 32258**

TELEPHONE NUMBER: **904-288-6300**

SURETY

COMPANY (LEGAL NAME): **FEDERAL INSURANCE COMPANY**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **15 MOUNTAIN VIEW RD., WARREN, NJ 07061**

TELEPHONE NUMBER: **908-903-2000**

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT: **$1,179,041.31**

GENERAL DESCRIPTION: **PROJECT NO. 6336 RESURFACING OF NORTH MAIN STREET WITH ASSOCIATED SIGNILIZATION IMPROVEMENTS**

STREET ADDRESS OF PROJECT: **NW 8TH AVENUE TO NW 23RD AVENUE**

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BOND

BOND NUMBER: **8228-26-92**

DATE: **MARCH 2, 2011**

AMOUNT: **$1,179,041.31**

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this 2ND day of MARCH, 20 11.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Assistant Secretary

Witnesses as to Contractor

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC - SOUTHEAST, INC.

By:

Name: John W. Taylor

Title: Vice President

STATE OF Florida

COUNTY OF

The foregoing instrument was acknowledged before me this 3rd day of March, 2011, by John W. Taylor, as Vice President of APAC-Southeast, Inc., a Georgia corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) Melinda Lewis

Printed Name Melinda Lewis My Commission Expires: 8-10-14

(AFFIX NOTARY SEAL)

MELINDA LEWIS
MY COMMISSION # DD 981094
EXPIRES: August 10, 2014
Bonded Thru Notary Public Underwriters

FEDERAL INSURANCE COMPANY

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: **TINA DAVIS** ATTORNEY IN FACT

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 2ND day of MARCH, 2011, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

LINDSEY GATES
Notary Public - State of Utah
Commission Number: 576343
My Commission Expires Oct. 15, 2012

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Tina Davis, Lisa Hall, Jeanna Romero of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **January, 2011.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **13th** day of **January, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **MARCH 2, 2011**

FEDERAL INSURANCE COMPANY INDIANA — PACIFIC INDEMNITY COMPANY INCORPORATED JUL 14 1915 WISCONSIN — VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

COUNTY PROJECT No. 6399
ALACHUA COUNTY, FLORIDA
COUNTY ROAD NO. 329 (North Main St.)

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT.

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	TYPICAL SECTIONS/GENERAL NOTES
3	SUMMARY OF QUANTITIES
4-5	PLAN SHEET
6	INTERSECTION PLAN
7	DETAIL SHEET
8	UTILITY DATA

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

Gaelan K. Bishop, PE
VOLKERT, INC.
3501 South Main Street, Suite 2
Gainesville, Florida 32601

PLANS PREPARED BY:

VOLKERT

VOLKERT, INC.
3501 South Main Street, Suite 2
Gainesville, Florida 32601
Certificate of Authorization No. 4641
Gaelan K. Bishop, PE No. 60804
PH 352.372.9594
FAX 352.371.3988
www.volkert.com
VENDOR NO. 63-0247014

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

FINAL PLANS SUBMITTAL
JUNE, 2010

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2010,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1-2010

FOR DESIGN STANDARDS MODIFICATIONS CLICK ON
"DESIGN STANDARDS" AT THE FOLLOWING WEB SITE:
HTTP://WWW.DOT.STATE.FL.US/ROADESIGN/

REVISIONS

PROJECT LENGTH IS BASED ON ℄ OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	5,689.57	1.077
BRIDGE	0	0.000
NET LENGTH OF PROJECT	5,689.57	1.077
EXCEPTIONS	0	0.000
GROSS LENGTH OF PROJECT	5,689.57	1.077

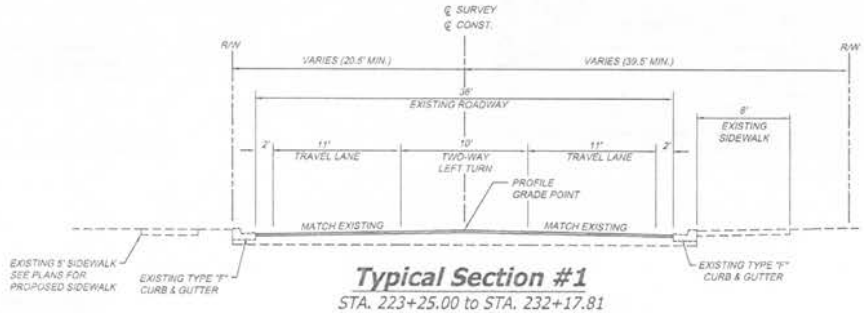
ALACHUA COUNTY PROJECT MANAGER: Chris Zelgler

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: Gaelan K. Bishop, PE

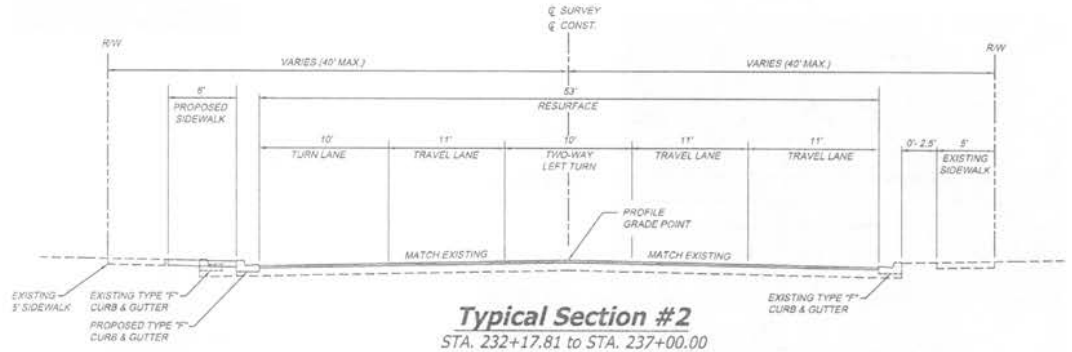
P.E. NO.: 60804

Sheet Number
1



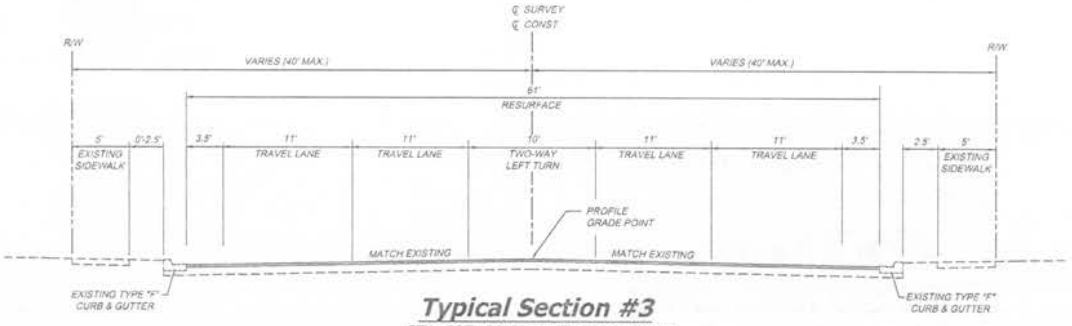
Typical Section #1

STA. 223+25.00 to STA. 232+17.81



Typical Section #2

STA. 232+17.81 to STA. 237+00.00



Typical Section #3

STA. 237+00.00 to STA. 238+00.00

General Notes

1. BENCH MARK DATUM IS NAVD 88.
2. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
3. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE COUNTY SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
5. DISTURBED DRIVEWAYS NOT SHOWN FOR CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
7. EROSION CONTROL ITEMS ARE ESTIMATED FOR PREVENTION, CONTROL AND ABATEMENT OF EROSION, SEDIMENTATION, AND WATER POLLUTION. THESE ITEMS ARE TO BE USED AT LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL GENERAL NOTES OR AS DIRECTED BY THE PROJECT ENGINEER TO COMPLY WITH ALL ENVIRONMENTAL EROSION CONTROL REGULATIONS.
8. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL ITEMS SHALL BE REMOVED AT THE CONCLUSION OF THE PROJECT OR AS DIRECTED BY THE PROJECT ENGINEER.
9. MOWING SHALL BE PERFORMED 1 TIME DURING THE CONTRACT, AS DIRECTED BY THE ENGINEER. MOW ALL AREAS AS REQUIRED BY THE ENGINEER. MOW ALL AREAS AS REQUIRED BY FDOT SPECIFICATIONS 104, 570.
10. THE RIGHT-OF-WAY LINES AS SHOWN IN THE PLANS HAVE NOT BEEN SURVEYED AND ARE PROVIDED FOR GRAPHICAL PURPOSES ONLY.
11. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE CONSTRUCTION ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE CONSTRUCTION ENGINEER.
12. THE CONTRACTOR SHALL REMOVE CONSTRUCTION DEBRIS ON THE SAME SCHEDULE AS LITTER REMOVAL, EXCEPT THAT DRIVEWAY, SIDEWALK, CULVERT, RIPRAP, AS WELL AS EXCAVATED SOIL SHALL BE REMOVED ON THE SAME DAY AS EXCAVATED OR DEMOLISHED.
13. SOD ALL DISTURBED AREAS WITH CENTIPEDE SOD.
14. THE CONTRACTOR SHALL TIE IN SLOPES ADJACENT TO PROPOSED SIDEWALK TO ALLOW FOR POSITIVE DRAINAGE FLOW.
15. INLET EROSION CONTROL SHALL BE PLACED AT ALL CURB INLETS WITHIN THE PROJECT AREA.
16. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT FOR APPROVAL.

Utility Contacts

COMPANY	CONTACT	TELEPHONE
AT&T FLORIDA	MS. MICHELLE JONES	(352) 371-5282
CITY OF GAINESVILLE - TRAFFIC SIGNALS	MR. TRAVIS LAW	(352) 334-2155
COX COMMUNICATIONS	MR. GARY HARRELL	(352) 337-2052
GAINESVILLE REGIONAL UTILITIES - ELECTRIC	MR. WALLY SEALEY	(352) 393-1543
GAINESVILLE REGIONAL UTILITIES - GAS	MR. PHILIP D. LANCASTER, P.E.	(352) 334-5078
GAINESVILLE REGIONAL UTILITIES - WATER & WASTEWATER	MS. DEBBIE DAUGHERTY, P.E.	(352) 393-1622

Pavement Design

RESURFACING
FRICTION COURSE FC-12.5 (1.5") (TRAFFIC C)

Flexible Pavement Design Notes

1. ALL COMPACTION OF ASPHALT SHALL BE PERFORMED WITH ROLLERS OPERATING IN STATIC MODE.
2. ALL LONGITUDINAL PAVEMENT THICKNESS TRANSITIONS SHALL BE MADE ON A 1:900 RATIO.
3. PLACE ALL ASPHALT COURSES WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & AUTOMATIC LONGITUDINAL SCREED CONTROLS.
4. USE FINE MIX ONLY FOR THE ENTIRE PROJECT.

TRAFFIC DATA
STA. 206+21.00 TO STA. 212+16.40
CURRENT YEAR = 2001 ADT = 20,184
K = 9.2 % D = 53.1 %
DESIGN SPEED = 45 MPH
POSTED SPEED = 30 MPH

TRAFFIC DATA
STA. 212+16.40 TO STA. 232+17.81
CURRENT YEAR = 2001 ADT = 24,348
K = 8.8 % D = 63.2 %
DESIGN SPEED = 40 MPH
POSTED SPEED = 30 MPH

TRAFFIC DATA
STA. 232+17.81 TO STA. 241+06.80
CURRENT YEAR = 2001 ADT = 17,603
K = 8.7 % D = 56.0 %
DESIGN SPEED = 45 MPH
POSTED SPEED = 35 MPH

TRAFFIC DATA
STA. 241+06.90 TO STA. 258+74.17
CURRENT YEAR = 2001 ADT = 17,603
K = 8.7 % D = 56.0 %
DESIGN SPEED = 50 MPH
POSTED SPEED = 40 MPH

NO. | DATE | BY | DESCRIPTION

Alachua County
Public Works Department
5620 NW 120th Lane
P.O. Box 2877
Gainesville, FL 32606-2188
Contact Chris Snyder - Phone (352) 374-5244

VOLKERT
3500 South Main Street, Suite 2
Gainesville, Florida 32601
Phone (352) 371-3008
Fax (352) 371-3998
www.volkert.com
Certificate of Authorization No. 4612
Consulting Engineers And Land Surveyors

Typical Sections/ General Notes
Main Street
Improvements

File Name
673300_TYPSEC01.dwg
Project Number
673300.23
Sheet Number
2

SUMMARY OF CONCRETE SIDEWALK

LOCATION	SIDE	4"		6"		FIELD BOOK REFERENCE
STATION TO STATION		P SY	F SY	P SY	F SY	
STA 206+58.20 TO STA 207+21.79	LT	40				
STA 207+94.50 TO STA 208+88.20	LT	62				
STA 208+79.00 TO STA 209+30.42	LT			49		
STA 209+19.90 TO STA 210+00.05	LT	58				
STA 210+27.00 TO STA 210+50.60	LT	13				
STA 211+08.40 TO STA 211+59.40	LT	27				
STA 213+77.10 TO STA 214+08.50	LT	27				
STA 214+82.10 TO STA 217+27.40	LT	12				
STA 219+23.00 TO STA 219+62.00	RT	34				
STA 220+35.15 TO STA 220+48.70	LT	10				
STA 221+28.90 TO STA 221+52.80	LT	18				
STA 221+81.10 TO STA 221+95.60	LT	12				
STA 222+02.60 TO STA 223+18.60	RT	17				
STA 223+04.50 TO STA 222+20.90	LT	15				
STA 222+20.35 TO STA 222+27.80	LT	15				
STA 222+27.60 TO STA 222+52.80	LT	20				
STA 224+80.10 TO STA 225+16.80	LT	38				
STA 224+62.29 TO STA 225+12.25	LT			5		
STA 225+91.70 TO STA 226+42.80	LT			44		
STA 226+55.95 TO STA 226+82.40	LT	31				
STA 226+72.40 TO STA 227+24.00	LT			44		
STA 227+14.00 TO STA 228+21.70	LT	70				
STA 228+11.75 TO STA 228+55.90	LT			35		
STA 228+45.80 TO STA 229+08.60	LT	42				
STA 228+98.80 TO STA 229+48.10	LT			35		
STA 229+32.30 TO STA 229+88.30	LT	37				
STA 229+78.20 TO STA 230+21.90	LT			41		
STA 231+20.00 TO STA 231+71.10	RT	44				
STA 231+41.80 TO STA 231+51.90	RT	6				
STA 231+48.90 TO STA 231+86.00	LT	19				
STA 231+78.50 TO STA 231+88.40	LT	22				
STA 232+78.90 TO STA 234+33.90	LT	102				
STA 234+23.85 TO STA 234+68.90	LT			37		
STA 234+58.90 TO STA 236+11.70	LT	103				
STA 236+03.10 TO STA 236+58.90	LT			51		
STA 236+50.80 TO STA 237+77.65	LT	86				
TOTAL CONCRETE SIDEWALKS:		971		341		
SUMMARY OF CURB RAMPS:		281		259		
GRAND TOTAL:		1,332		600		

SUMMARY OF CURB RAMPS

LOCATION	SIDE	4" SIDEWALK		6" SIDEWALK		TYPE 'F' C & G		VALLEY GUTTER	
		P SY	F SY	P SY	F SY	P LF	F LF	P LF	F LF
STA 207+22.00	LT	13				11		10	
STA 207+74.00	LT	9				15		10	
STA 210+50.00	LT	10				11			
STA 210+75.00	LT	5				13			
STA 211+93.00	RT			39		47			
STA 211+95.00	LT			44		53			
STA 213+37.00	RT			32		46			
STA 213+46.00	LT			41		56			
STA 213+00.00	LT	13				14		11	
STA 213+98.00	LT	11				15		8	
STA 215+93.00	LT	12				15		14	
STA 216+85.00	LT	11				15		17	
STA 220+58.00	LT	13				15		18	
STA 221+20.00	LT	18				15		17	
STA 221+90.90	RT	8				19			
STA 222+11.00	LT	61				34			
STA 223+54.00	LT	15				14		13	
STA 225+25.00	LT	20				36			
STA 225+80.00	LT	28				39			
STA 231+72.00	LT			35		98			
STA 231+73.00	RT			36		86			
STA 232+80.00	LT			32		45			
STA 232+83.00	RT	20							
TOTAL:		281		259		710		118	

SUMMARY OF CONCRETE PAVEMENT REMOVAL

LOCATION	DESCRIPTION	SIDE	P SY	F SY
STA 205+87.30 TO STA 206+62.40	CURB & GUTTER	LT	18	
STA 207+21.92 TO STA 207+36.97	CURB & GUTTER	LT	6	
STA 207+74.06 TO STA 207+94.77	CURB & GUTTER	LT	7	
STA 208+03.45 TO STA 208+29.25	DRIVEWAY	LT	17	
STA 208+79.00 TO STA 209+30.42	DRIVEWAY	LT	33	
STA 209+19.70 TO STA 209+21.80	CURB & GUTTER	LT	1	
STA 209+98.10 TO STA 210+00.00	CURB & GUTTER	LT	2	
STA 210+27.00 TO STA 210+29.00	CURB & GUTTER	LT	2	
STA 210+33.70 TO STA 210+56.00	CURB RAMP	LT	15	
STA 210+67.01 TO STA 210+78.55	CURB RAMP	LT	8	
STA 211+08.40 TO STA 211+39.40	SIDEWALK	LT	27	
STA 211+60.28 TO STA 211+67.89	CURB RAMP	RT	39	
STA 211+77.44 TO STA 211+98.19	CURB RAMP	LT	51	
STA 212+33.49 TO STA 212+53.69	CURB RAMP	RT	35	
STA 212+34.12 TO STA 212+56.82	CURB RAMP	LT	50	
STA 213+91.60 TO STA 213+12.39	CURB RAMP	LT	22	
STA 213+57.99 TO STA 213+76.85	CURB RAMP	LT	20	
STA 213+77.14 TO STA 214+06.46	SIDEWALK	LT	23	
STA 214+87.60 TO STA 215+47.60	CURB & GUTTER	LT	13	
STA 215+69.06 TO STA 216+11.86	CURB RAMP	LT	23	
STA 216+71.52 TO STA 216+91.85	CURB RAMP	LT	23	
STA 216+92.07 TO STA 217+07.37	SIDEWALK	LT	12	
STA 219+11.00 TO STA 219+43.50	DRIVEWAY	RT	69	
STA 220+35.15 TO STA 220+48.70	SIDEWALK	LT	10	
STA 220+48.70 TO STA 220+89.94	CURB RAMP	LT	24	
STA 221+09.63 TO STA 221+28.82	CURB RAMP	LT	23	
STA 221+28.87 TO STA 221+52.84	SIDEWALK	LT	18	
STA 221+81.13 TO STA 221+95.62	SIDEWALK	LT	12	
STA 221+95.90 TO STA 222+08.44	CURB & GUTTER	RT	4	
STA 221+92.86 TO STA 222+02.67	SIDEWALK	RT	4	
STA 221+95.82 TO STA 222+27.79	CURB RAMP	LT	35	
STA 222+04.48 TO STA 223+20.89	BUS STOP	LT	16	
STA 222+20.83 TO STA 222+27.79	SIDEWALK	LT	15	
STA 222+27.79 TO STA 222+52.79	SIDEWALK	LT	20	
STA 223+53.36 TO STA 223+75.14	CURB RAMP	LT	24	
STA 224+60.10 TO STA 225+16.63	DRIVEWAY	LT	88	
STA 225+16.63 TO STA 225+31.45	CURB RAMP	LT	24	
STA 225+74.83 TO STA 225+85.89	CURB RAMP	LT	29	
STA 225+91.00 TO STA 226+45.27	DRIVEWAY	LT	48	
STA 226+72.40 TO STA 227+24.00	DRIVEWAY	LT	45	
STA 227+62.90 TO STA 227+81.90	CURB & GUTTER	LT	4	
STA 227+90.60 TO STA 227+96.10	CURB & GUTTER	LT	2	
STA 228+11.00 TO STA 228+56.70	DRIVEWAY	LT	38	
STA 228+97.23 TO STA 229+07.53	SIDEWALK	LT	3	
STA 229+85.84 TO STA 229+45.44	DRIVEWAY	LT	34	
STA 229+33.31 TO STA 229+88.30	SIDEWALK	LT	30	
STA 229+75.78 TO STA 230+19.70	DRIVEWAY	LT	42	
STA 231+20.00 TO STA 231+97.82	CURB & GUTTER	RT	19	
STA 231+20.00 TO STA 231+75.85	SIDEWALK	RT	34	
STA 231+47.40 TO STA 231+52.40	CURB	LT	5	
STA 231+48.75 TO STA 231+96.00	SIDEWALK	LT	10	
STA 231+48.75 TO STA 231+70.50	CURB & GUTTER	LT	4	
STA 231+66.00 TO STA 231+90.25	CURB RAMP	LT	35	
STA 231+71.10 TO STA 231+92.90	CURB RAMP	RT	38	
STA 231+78.50 TO STA 231+88.40	SIDEWALK	LT	22	
STA 231+93.00 TO STA 231+93.00	CURB & GUTTER	LT	3	
STA 232+48.05 TO STA 232+68.50	CURB RAMP	LT	28	
STA 232+48.96 TO STA 232+66.66	CURB RAMP	RT	18	
STA 232+54.00 TO STA 232+68.35	CURB & GUTTER	LT	2	
STA 232+68.35 TO STA 237+48.60	CURB & GUTTER	LT	100	
STA 234+29.00 TO STA 234+83.40	DRIVEWAY	LT	27	
STA 234+82.75 TO STA 235+22.50	DRIVEWAY	LT	31	
STA 236+11.25 TO STA 236+52.30	DRIVEWAY	LT	34	
GRAND TOTAL:			1,324	

SUMMARY OF INLET PROTECTION

LOCATION	OFFSET	SIDE	P LO	F LO
STA 207+18.36	23.68'	LT	1	
STA 207+98.80	23.09'	LT	1	
STA 213+80.22	23.68'	LT	1	
STA 221+85.09	23.28'	LT	1	
STA 221+85.75	23.90'	RT	1	
STA 224+51.92	23.47'	LT	1	
STA 224+70.83	23.99'	RT	1	
STA 227+85.53	23.22'	LT	1	
STA 227+85.56	36.23'	RT	1	
STA 229+73.16	36.51'	RT	1	
STA 237+85.65	37.17'	LT	1	
TOTAL:			11	

SUMMARY OF SODDING

LOCATION	SIDE	P SY	F SY
STA 208+80.30 TO STA 209+40.00	LT	34	
STA 208+25.70 TO STA 208+80.00	LT	17	
STA 209+25.00 TO STA 209+95.00	LT	21	
STA 210+15.00 TO STA 210+42.00	LT	28	
STA 210+70.00 TO STA 210+80.00	LT	3	
STA 211+09.40 TO STA 211+59.40	LT	17	
STA 211+60.00 TO STA 211+85.00	RT	17	
STA 211+75.00 TO STA 212+00.00	LT	11	
STA 212+35.00 TO STA 212+86.00	LT	8	
STA 212+30.00 TO STA 212+80.00	RT	14	
STA 212+90.00 TO STA 213+15.00	LT	9	
STA 213+80.00 TO STA 214+10.00	LT	24	
STA 214+92.00 TO STA 215+42.00	LT	17	
STA 215+90.00 TO STA 216+10.00	LT	13	
STA 216+75.00 TO STA 216+95.00	LT	22	
STA 219+20.00 TO STA 219+83.00	RT	43	
STA 220+35.00 TO STA 220+85.00	LT	24	
STA 221+08.00 TO STA 221+55.00	LT	28	
STA 221+80.00 TO STA 222+55.00	LT	44	
STA 221+90.00 TO STA 222+22.00	RT	13	
STA 223+55.00 TO STA 223+75.00	LT	13	
STA 224+80.00 TO STA 225+25.00	LT	46	
STA 225+80.00 TO STA 229+80.00	LT	36	
STA 231+50.00 TO STA 232+00.00	LT	86	
STA 231+80.00 TO STA 232+00.00	RT	53	
STA 232+45.00 TO STA 232+60.00	LT	10	
STA 232+52.90 TO STA 232+81.80	RT	5	
STA 232+55.00 TO STA 233+02.00	LT	20	
STA 233+12.00 TO STA 234+38.00	LT	28	
STA 234+60.00 TO STA 237+80.00	LT	124	
TOTAL:		829	

SUMMARY OF VALVE BOXES, ADJUST

LOCATION	OFFSET	SIDE	P EA	F EA
STA 209+25.00	27.00'	LT	1	
STA 211+80.00	41.40'	RT	1	
STA 225+25.00	26.00'	LT	1	
STA 225+83.50	24.00'	LT	1	
STA 226+77.00	23.00'	LT	1	
STA 230+20.00	26.00'	LT	1	
STA 231+66.00	37.00'	RT	2	
STA 233+98.00	28.00'	LT	1	
STA 236+11.00	29.00'	RT	1	
TOTAL:			10	

SUMMARY OF CONCRETE CURB & GUTTER

LOCATION	SIDE	TYPE 'D' P LF	TYPE 'D' F LF	TYPE 'F' P LF	TYPE 'F' F LF	VALLEY GUTTER P LF	VALLEY GUTTER F LF	FIELD BOOK REFERENCE
STATION TO STATION								
STA 205+87.30 TO STA 206+62.40	LT			70				
STA 206+05.45 TO STA 206+33.75	LT			28				
STA 208+79.00 TO STA 209+30.40	LT			50				
STA 209+98.10 TO STA 210+00.10	LT			11				
STA 210+27.00 TO STA 210+29.00	LT			11				
STA 214+87.60 TO STA 215+47.60	LT			60				
STA 219+17.00 TO STA 219+63.50	RT			47				
STA 224+60.10 TO STA 225+14.39	LT			55				
STA 225+91.70 TO STA 226+45.30	LT			54				
STA 226+72.40 TO STA 227+24.00	LT			52				
STA 227+62.90 TO STA 227+81.90	LT			19				
STA 227+90.60 TO STA 227+96.60	LT			6				
STA 228+11.75 TO STA 228+55.75	LT			44				
STA 228+95.80 TO STA 229+45.50	LT			50				
STA 229+73.80 TO STA 230+19.75	LT			44				
STA 231+47.40 TO STA 231+81.70	LT	70						
STA 232+75.12 TO STA 237+48.60	LT			478				
TOTAL CONCRETE CURB & GUTTER:		70		1,079				
SUMMARY OF CURB RAMPS:				710		118		
GRAND TOTAL:		70		1,789		118		

NOTE: THE LIMITS OF CONSTRUCTION AND QUANTITIES FOR CURB AND GUTTER MAY EXTEND PAST THE NORMAL LIMITS OF DRIVEWAY CONSTRUCTION AS SHOWN IN THE PLANS AND SUMMARY OF QUANTITIES.

SUMMARY OF MANHOLE, ADJUST

LOCATION	OFFSET	SIDE	P EA	F EA
STA 224+72.00	23.00'	LT	1	
STA 231+84.00	51.70'	LT	1	
STA 232+58.00	45.70'	LT	1	
TOTAL:			3	

SUMMARY OF MANHOLE, ADJUST, UTILITIES

LOCATION	OFFSET	SIDE	P EA	F EA
STA 231+88.00	35.00'	LT	1	
STA 232+31.00	50.50'	RT	1	
STA 232+37.00	37.30'	LT	1	
TOTAL:			3	

SUMMARY OF BRICK PAVER DETECTABLE WARNING

LOCATION	OFFSET	SIDE	P SF	F SF
STA 207+35.00	28.00'	LT	12	
STA 207+84.00	26.00'	LT	18	
STA 210+54.00	43.00'	LT	10	
STA 210+71.00	43.00'	LT	8	
STA 211+97.00	32.00'	LT	50	
STA 211+85.00	28.00'	RT	30	
STA 212+40.00	29.00'	RT	35	
STA 212+41.00	34.00'	LT	31	
STA 213+05.00	27.00'	LT	19	
STA 213+85.00	27.00'	LT	19	
STA 214+01.00	27.00'	LT	21	
STA 216+81.00	27.00'	LT	20	
STA 220+81.00	27.00'	LT	20	
STA 221+16.00	27.00'	LT	19	
STA 221+98.00	20.00'	RT	13	
STA 222+09.00	20.00'	LT	8	
STA 223+67.00	26.00'	LT	21	
STA 225+26.00	29.00'	LT	20	
STA 225+80.00	27.00'	LT	28	
STA 231+81.00	23.00'	LT	43	
STA 231+82.00	44.00'	RT	50	
STA 232+83.00	30.00'	LT	38	
TOTAL:			533	

VOLKERT
Consulting Engineers And Land Surveyors
3951 South Hoke Street, Suite J
Gainesville, Florida 32608
ph (352) 377-0090
fax (352) 377-3998
Certificate of Authorization No. 4241

Engineer of Record: Kristin L. Kennedy, P.E. No. 59804

NO.	DATE	BY	DESCRIPTION

ACTION	INITIALS	DATE
Designed By	MB	
Drawn By	JC	
Checked By	KK	

Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL 32602
Contact: Chris Dolgin Phone: (352) 374-5249

Summary of Quantities
Main Street
Improvements

File Name: 673300SUMQTY.dwg

Project Number: 673300.23

Sheet Number: 3

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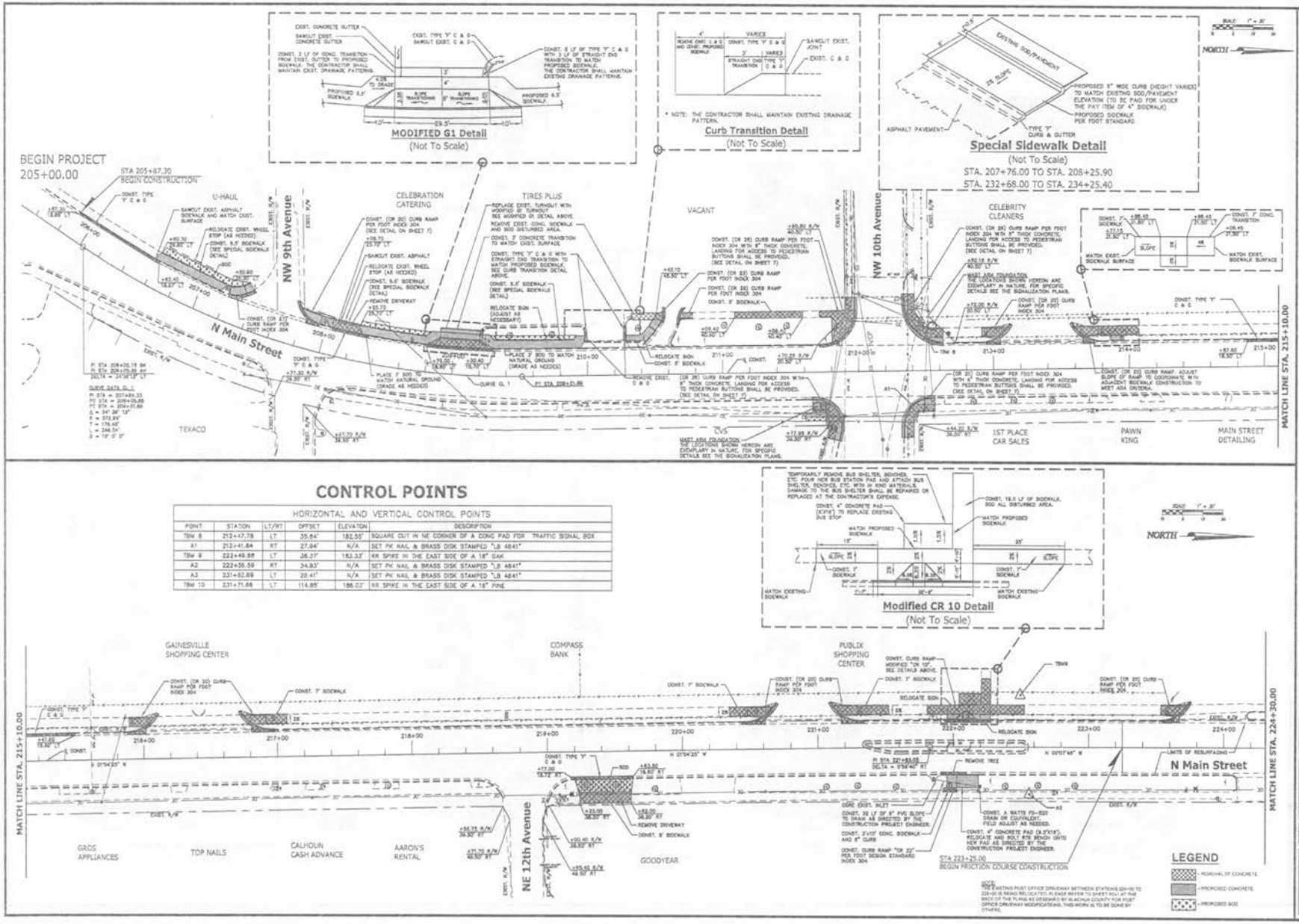


CONTROL POINTS

HORIZONTAL AND VERTICAL CONTROL POINTS

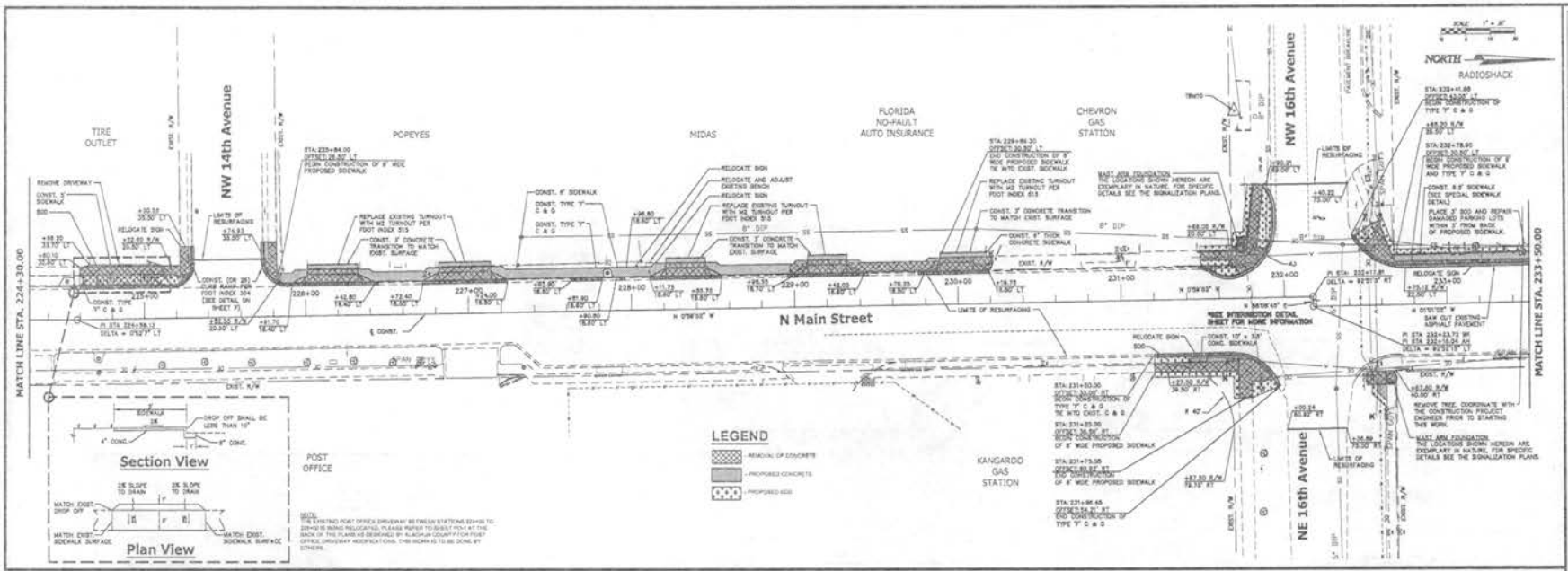
POINT	STATION	LT/RT	OFFSET	ELEVATION	DESCRIPTION
TBM 8	212+47.78	LT	35.64'	182.55'	SQUARE CUT IN NE CORNER OF A CONC. PAD FOR TRAFFIC SIGNAL BOX
A1	212+41.84	RT	27.94'	N/A	SET PK NAIL & BRASS DISK STAMPED "LB 4641"
TBM 9	222+49.88	LT	36.37'	183.33'	RR SPIKE IN THE EAST SIDE OF A 18" OAK
A2	222+56.59	RT	34.83'	N/A	SET PK NAIL & BRASS DISK STAMPED "LB 4641"
A3	231+82.89	LT	28.41'	N/A	SET PK NAIL & BRASS DISK STAMPED "LB 4641"
TBM 10	231+71.66	LT	114.85'	186.03'	RR SPIKE IN THE EAST SIDE OF A 18" PINE

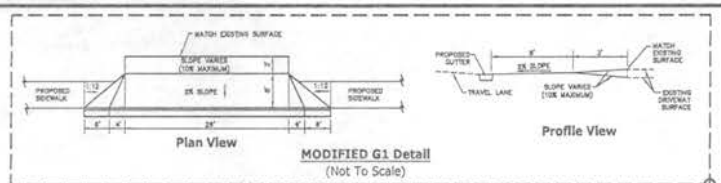
Alachua County
Public Works Department
Gainesville, FL 32606-1108

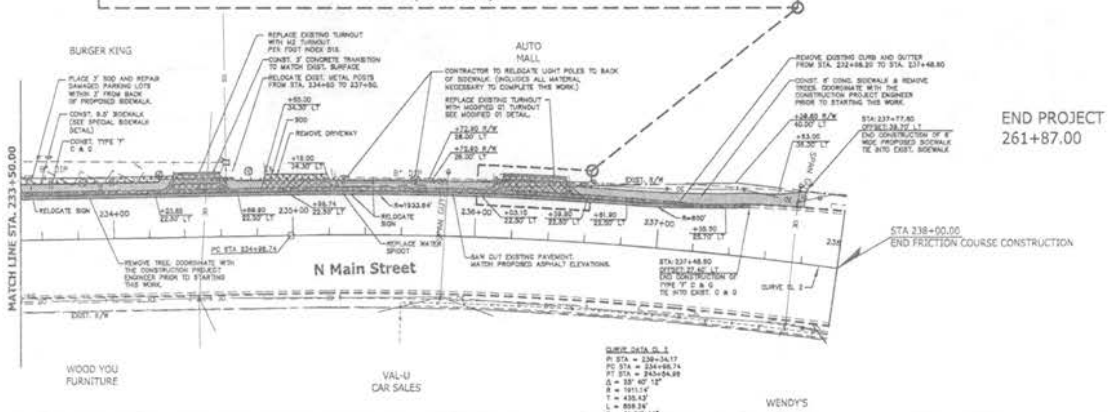
VOLKERT
Consulting Engineers And Land Surveyors

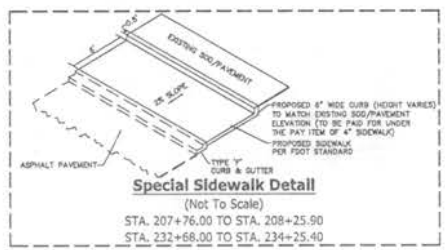
Plan Sheet
Main Street
Improvements

File Name: 673300PLANS1.dwg
Project Number: 673300.23
Sheet Number: 4







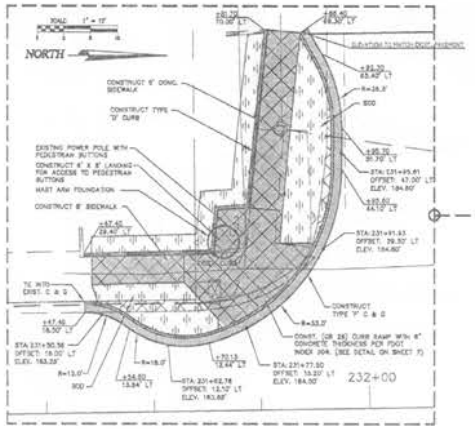


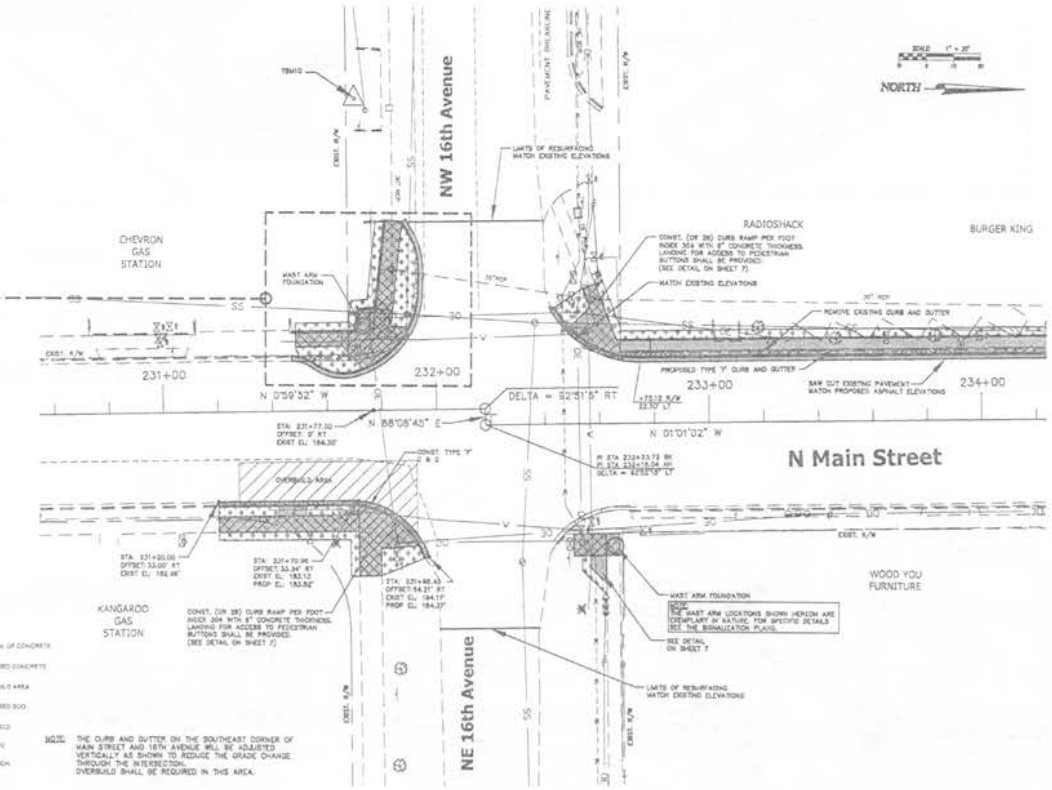
Alachua County
Public Works Department
Gainesville, FL 32653
Contact: Clark Hipes Phone: (352) 374-5245

VOLKERT
Consulting Engineers And Land Surveyors
7395 South Tamiami Trail, Suite 2
Sarasota, FL 34231
Ph: (352) 377-0094
Fax: (352) 377-0691
Certificate of Authorization No. 4241

Plan Sheet
Main Street
Improvements

File Name
673300Plan01.dwg
Project Number
673300.23
Sheet Number
5





Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

VOLKERT
Consulting Engineers And Land Surveyors

Intersection Plan
Main Street
Improvements

File Name

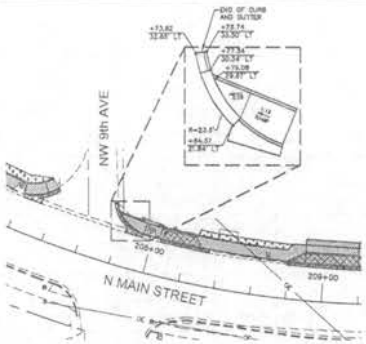
Project Number
673300.23

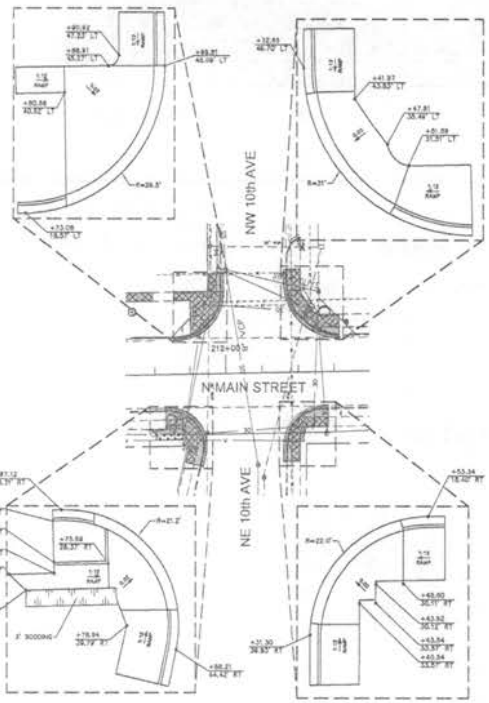
Sheet Number
6

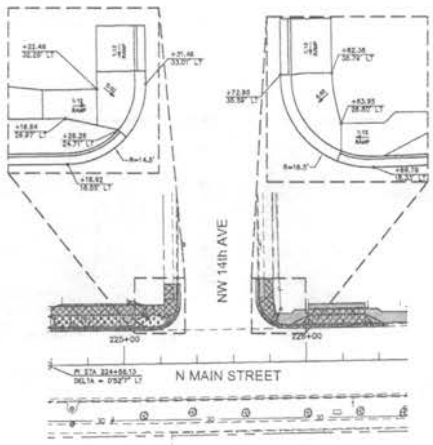
CURB RAMP DETAILS

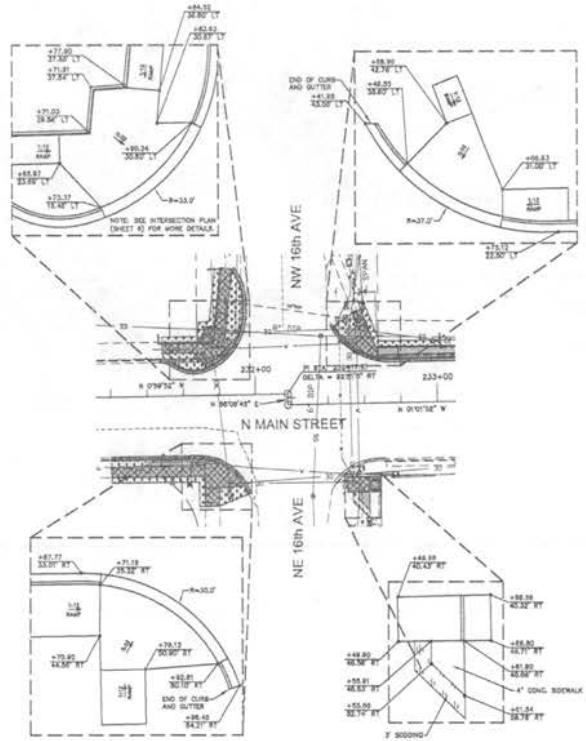
(NOT TO SCALE)

NORTH



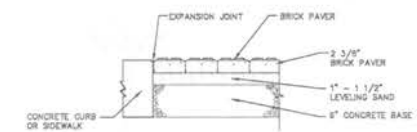






BRICK PAVER DETECTABLE WARNING DETAIL

(NOT TO SCALE)



NOTE:
1. RAMP LENGTHS MAY VARY BASED ON SIDEWALK JOINT LOCATIONS.
2. RAMP CONSTRUCTION SHALL MEET CURRENT FDOT SLOPE, LENGTH, AND WIDTH REQUIREMENTS.
3. ALL CURB RAMPS SHALL HAVE DETECTABLE WARNINGS PER FDOT DESIGN STANDARDS, INDEX 304.

Alachua County
Public Works Department
Engineering Division
Gainesville, FL 32609-1180
Direct Dial Digital Phone: (352) 374-5245

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Gainesville, Florida 32608
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Certificate of Authorization No. 4241

Engineer's Name
Date of Issue
P.E. No.

NO.	DATE	BY	DESCRIPTION
			REVISIONS

ACTIVITY	PHASE	DES.	DR.	CH.
Design No.	334			
Check No.	334			

Detail Sheet
Main Street
Improvements

File Name
673300DETLS1.dwg

Project Number
673300.23

Sheet Number
7

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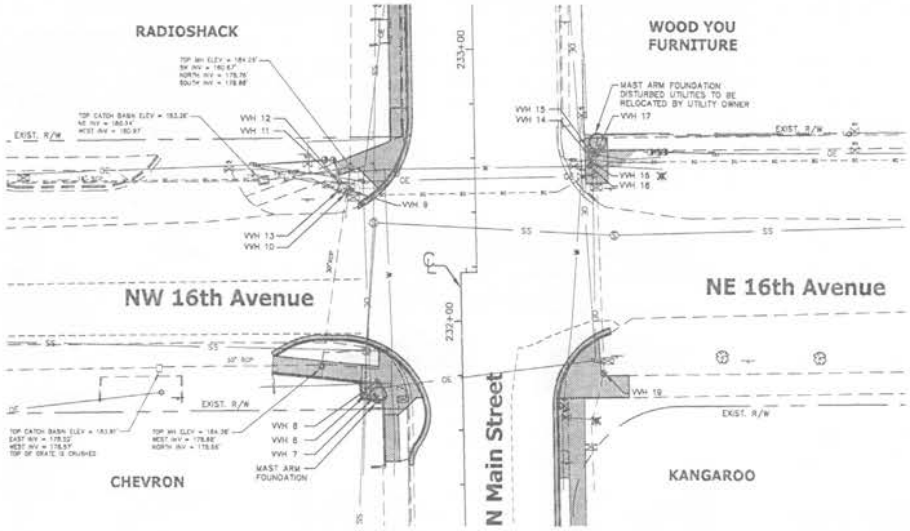


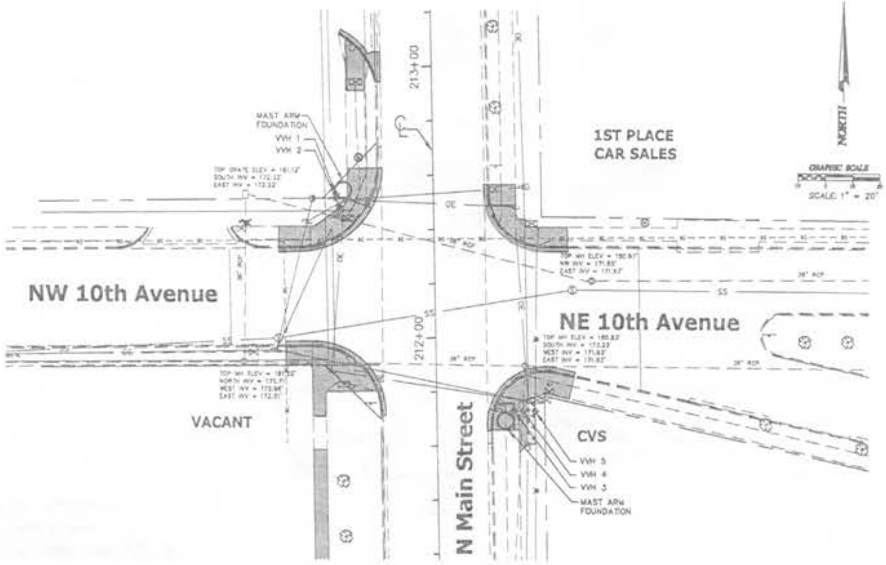
NOTE:
THE MAST ARM LOCATIONS SHOWN HEREON ARE EXEMPLARY IN NATURE. FOR SPECIFIC DETAILS SEE THE SIGNALIZATION PLANS.

VVH BORING LOCATIONS

VVH #	UTILITY	STATION (ft)	OFFSET (ft)	SIDE	SIZE (in)	MATERIAL	GROUND ELEVATION (ft)	TOP ELEVATION (ft)	DEPTH (ft)	TEST HOLE #
1	NA	212+53.62	35.70	LT	NA	NA	NA	NA	NA	2
2	TS	212+49.45	34.70	LT	2"	PVC	181.67	179.61	2.06	2A
3	NA	211+72.57	28.25	RT	NA	NA	NA	NA	NA	1B
4	STM	211+72.47	31.56	RT	18"	RCP	181.56	175.12	6.44	1
5	W	211+72.39	36.03	RT	8"	CI	181.39	177.81	3.58	1A
6	SS	231+72.90	35.35	LT	8"	CI	184.50	179.61	4.89	3B
7	NA	231+72.38	32.19	LT	NA	NA	NA	NA	NA	3A
8	W	231+77.67	31.30	LT	2"	GALV	184.67	182.85	1.82	3C
9	TS	232+48.87	45.78	LT	2"	PVC	184.90	182.52	2.38	6A
10	STM	232+47.93	47.28	LT	30"	RCP	184.89	181.22	3.67	6B
11	TS	232+51.73	49.88	LT	2"	PVC	184.57	182.13	2.44	6C
12	TS	232+51.96	49.89	LT	1"	STL	184.57	183.59	0.98	6D
13	NA	232+48.87	50.11	LT	NA	NA	NA	NA	NA	6E
14	NA	232+59.92	42.08	RT	NA	NA	NA	NA	NA	4A
15	CTV	232+62.94	41.54	RT	4"	PE	184.02	179.75	4.27	4B
16	BE	232+58.71	42.17	RT	6"	PVC	183.99	176.11	7.88	4C
17	CTV	232+60.62	44.28	RT	1"	DBC	184.15	182.51	1.64	4D
18	W	232+56.55	42.00	RT	12"	CI	184.14	179.43	4.71	4E
19	TS	231+80.27	51.28	RT	2"	PVC	184.01	181.77	2.24	5A

TYPES OF UTILITIES
BE – ELECTRIC
CTV – CABLE TELEVISION
SS – SANITARY SEWER
STM – STORM SEWER
TS – TRAFFIC SIGNAL
W – WATER MAIN

TYPES OF MATERIALS
CI – CAST IRON
DBC – DIRECT BURIED CABLE
GAVL – GALVANIZED
NA – NO UTILITIES FOUND
PE – POLYETHYLENE PIPE
PVC – POLYVINYL CHLORIDE
STL – STEEL



Abachua County
Public Works Department

VOLKERT
Consulting Engineers And Land Surveyors

Utility Data
Main Street
Improvements

Project Number
573300.23

Sheet Number
8

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

COUNTY PROJECT No. 6399
ALACHUA COUNTY, FLORIDA
COUNTY ROAD NO. 329 (North Main St.)

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	TABULATION OF QUANTITIES/GENERAL NOTES
S-3	SIGNING AND PAVEMENT MARKING PLAN

SIGNING AND PAVEMENT MARKING SHOP DRAWINGS TO BE SUBMITTED TO:

Gaelon K. Bishop, PE
VOLKERT, INC.
3501 South Main Street, Suite 2
Gainesville, Florida 32601

PLANS PREPARED BY:

VOLKERT

Volkert, Inc.
3501 South Main Street, Suite 2
Gainesville, Florida 32601
Certificate of Authorization No. 4641
Gaelon K. Bishop, PE No. 60804
PH 352.372.9594
FAX 352.371.3988
www.volkert.com
VENDOR NO. 63-0247014

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

FINAL PLANS SUBMITTAL
JUNE, 2010

KEY SHEET REVISIONS	
DATE	DESCRIPTION

SIGNING AND PAVEMENT MARKING PLANS
ENGINEER OF RECORD: Gaelon K. Bishop, PE

P.E. NO.: 60804

ALACHUA COUNTY PROJECT MANAGER: Chris Zelgler

Sheet Number
S-1

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS S-2 PLAN	S-2 FINAL	S-3 PLAN	S-3 FINAL	TOTAL THIS SHEET PLAN	TOTAL THIS SHEET FINAL	GRAND TOTAL PLAN	GRAND TOTAL FINAL	REF. SHEET
527-1-1	PATTERNED / TEXTURED PAVEMENT	SY			496		496		496		
700-20-40	SINGLE POST SIGN, RELOCATE	EA	15				15		15		
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA			238		238		238		
711-11-111	THERMOPLASTIC, STD, WHITE, SOLID, 6"	NM			0.642		0.642		0.642		
711-11-122	THERMOPLASTIC, STD, WHITE, SOLID, 8"	LF			240		240		240		
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF			731		731		731		
711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF			71		71		71		
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF			156		156		156		
711-11-131	THERMOPLASTIC, STD, WHITE, SKIP, 6"	GM			0.233		0.233		0.233		
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGES	EA			3		3		3		
711-11-170	THERMOPLASTIC, STD, WHITE, ARROWS	EA			18		18		18		
711-11-211	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	NM			0.639		0.639		0.639		
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF			291		291		291		
711-11-231	THERMOPLASTIC, STD, YELLOW, SKIP, 6"	GM			0.192		0.192		0.192		
711-17	THERMOPLASTIC, REMOVAL	SF			20		20		20		

GENERAL NOTES

1. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE F.D.O.T. DESIGN STANDARDS INDEX OR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION.
2. REFER TO F.D.O.T. DESIGN STANDARDS INDEX No. 17352 FOR RETRO-REFLECTIVE PAVEMENT MARKER PLACEMENT DETAILS.
3. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. ANY EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
5. SIGNING AND PAVEMENT MARKING FOR SIDE STREETS ALONG PROJECT LIMITS WILL TYPICALLY FINISH AT THE END OF PROPOSED CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS.
6. ALL REMOVED SIGNS AND THEIR SUPPORTS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.
7. FOR THE 18" MEDIAN GORE, THE SEPARATION BETWEEN GORE STRIPES SHOULD BE MEASURED ALONG THE EDGE LINE AND NOT PERPENDICULARLY BETWEEN STRIPES.
8. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
9. ALL DIRECTIONAL ARROWS AND LETTERS FOR PAVEMENT MESSAGES SHALL BE PLACED AS ONE SEGMENT.
10. ALL STOP BARS SHALL BE PLACED 4' FROM CROSSWALK.
11. FINAL PAVEMENT MARKINGS ON ASPHALT SHALL BE PLACED WITH THERMOPLASTIC AFTER THE ASPHALT CURES FOR A MINIMUM OF 14 DAYS AFTER THE FRICTION COURSE IS CONSTRUCTED. PAINTED PAVEMENT MARKINGS SHALL BE USED FOR TRAFFIC CONTROL MEASURES.
12. THE TEXTURIZED PAVEMENT SHALL BE "RED BRICK" IN A RUNNING PATTERN PERPENDICULAR TO THE FLOW OF VEHICULAR TRAFFIC. THE PRODUCT SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE 2010 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 523. THE FINAL PRODUCT SELECTION SHALL BE APPROVED BY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT BEFORE PURCHASE AND INSTALLATION.

SUMMARY OF SIGN RELOCATION				
STATION	OFFSET	SIDE	EA	SIGN DESCRIPTION
209+69.40	27.85'	LT	1	N.E. HISTORIC DISTRICT/FLORIDA HERITAGE
210+41.80	27.15'	LT	1	DO NOT ENTER
211+70.51	52.01'	RT	1	STREET NAME
213+85.46	24.10'	LT	1	RTS
222+06.95	22.65'	LT	1	RTS
222+19.82	22.65'	LT	1	PEDESTRIAN CROSSING
225+27.82	36.34'	LT	1	STREET NAME, STOP SIGN
228+03.50	27.70'	LT	1	RTS
228+11.12	23.75'	LT	1	SPEED LIMIT
231+47.13	35.50'	RT	1	RTS
231+68.53	31.01'	LT	1	STREET NAME, LOCAL TRUCK ROUTE, COUNTY ROAD
233+21.60	29.00'	LT	1	SCHOOL CROSSING
233+54.18	29.00'	LT	1	RIGHT LANE MUST TURN RIGHT
235+22.84	31.40'	LT	1	THESE PREMISES VIDEO SURVEILLANCE
235+43.90	28.90'	LT	1	SCHOOL ZONE AHEAD
		TOTAL	15	

NOTE:
1. STATIONS AND OFFSETS SHOWN HEREON ARE EXISTING SIGN LOCATIONS. SIGNS TO BE RELOCATED PER THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) OR AT THE DIRECTION OF THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT.
2. SIGN RELOCATION INCLUDES THE COST OF MAKING THE SIGN MEET CURRENT FDOT AND MUTCD (CURRENT EDITION) STANDARDS FOR HEIGHT, OFFSET AND METHOD OF INSTALLATION.

REVISIONS

NO.	DATE	BY	DESCRIPTION

Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188
Contact: Dale Tarver, Phone: (352) 374-5246

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Certificate of Authorization No. 1622

Engineer of Record: Dale A. Tarver
P.E. No. 66818

ACTIVITY	INITIALS	DATE
Designed By	DJB	
Drawn By	LJR	
Checked By	DAT	

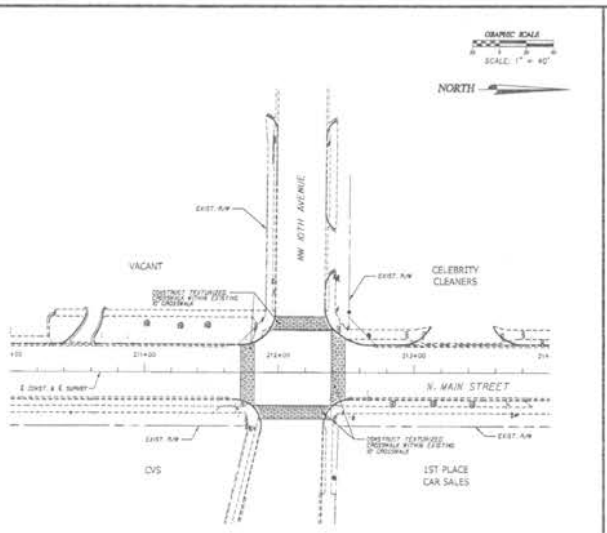
Tabulation of Quantities/General Notes

Main Street
Improvements

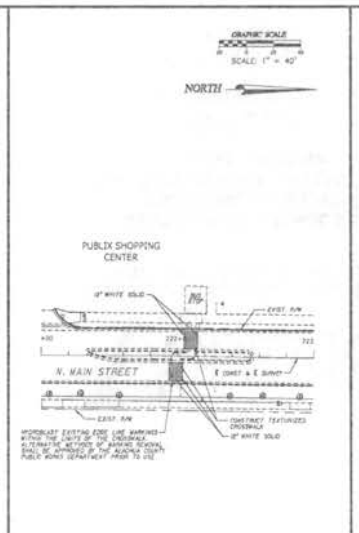
File Name: TABSQNTS.DWG

Project Number: 673300.23

Sheet Number: S-2



TEXTURIZED CROSSWALK ONLY



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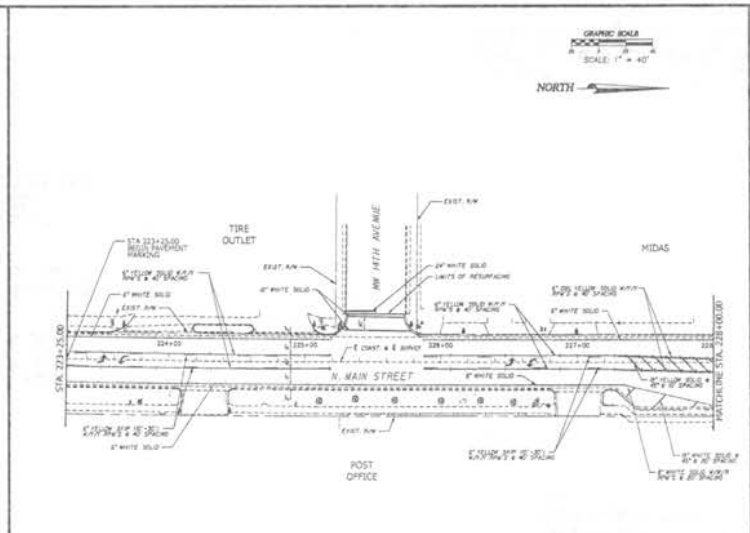

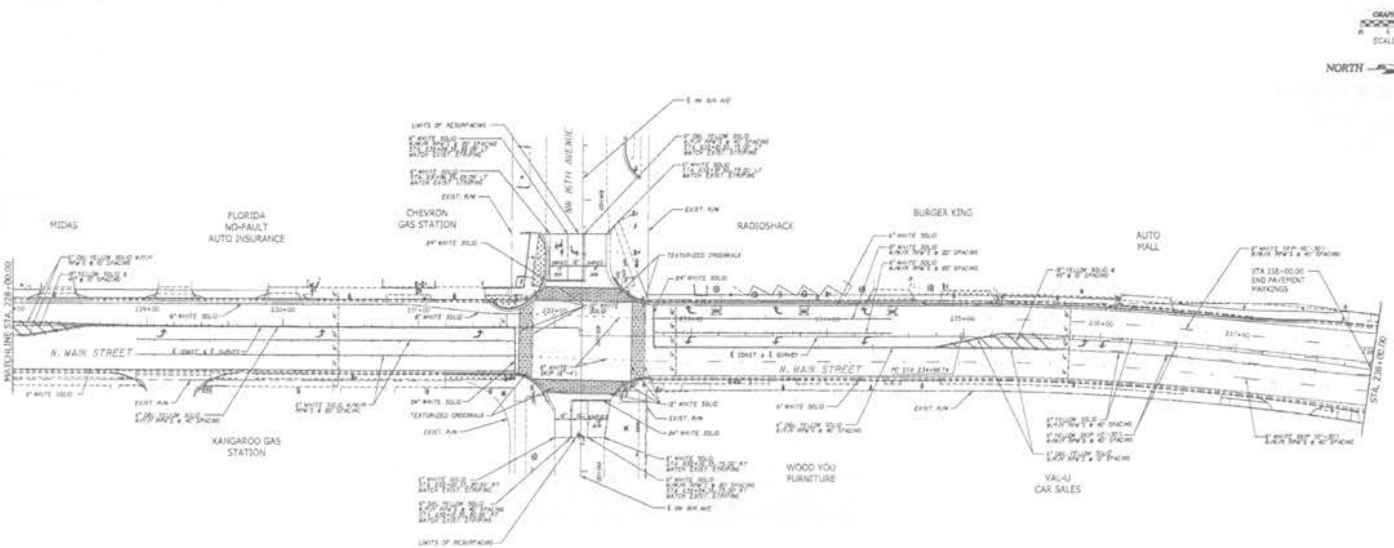

NOTE

ALL ARROWS AND PAVEMENT MESSAGES SHALL BE WHITE THERMOPLASTIC

LEGEND

TEXTURIZED CROSSWALK

VOLKERT

Consulting Engineers And Land Surveyors

Alachua County
Public Works Department

Signing & Pavement Marking Plan
Main Street
Improvements

Project Number
673300.23

Sheet Number
S-3

Components of Contract Plans Set
Signal Plans

Main Street
Alachua County, Florida

Drawing Index	
Sheet Number	Sheet Description
T-1	Key Sheet
T-2	Tabulation of Quantities
T-3	General Notes
T-4 - T-5	Signalization Plans
T-6	Mast Arm Tabulation/Details
T-7	Miscellaneous Details
T-8 - T-9	Guide Sign Worksheets
T-10 - T-12	Interconnect Plans
T-13 - T-14	Report of Spt Borings for Structures

Engineering Contract for:
Alachua County
MILLING AND RESURFACING
PROJECT NO. 673300.23

PLANS PREPARED BY:

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(Final Submittal)
Submittal Date: June 2010

Alachua County Project Manager:
Chris Zeigler

Gerald A. Dabkowski, PE No. 34810
Signal Plans Engineer of Record

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

TABULATION OF QUANTITIES

	PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																		TOTAL THIS SHEET		GRAND TOTAL		REF. SHEET
				T-4		T-5		T-10		T-11		T-12															
				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
(2)(1)	555-1-1	DIRECTIONAL BORE (LESS THAN 6")	LF	500		552		844		1749		1585												5210		5210		
(1)	630-1-12	CONDUIT-SIGNALS (F&I)(UNDERGROUND)	LF	174		312		50		181		12												729		729		
	632-7-1	CABLE-SIGNAL (F&I)	PI	1		1																		1		1		
(2)(1)	633-121-1	CABLE-FIBER OPTIC (F&I)(UNDERGROUND)(SNGL MODE)(1-25)	LF					1930		2310		1577												5817		5817		
	635-1-11	PULL AND JUNCTION BOXES (F&I)(PULLBOX)	EA	11		11																		22		22		
(2)	635-1-15	PULL AND JUNCTION BOXES (F&I)(FIBER OPTICS)	EA					13		14		7												34		34		
	639-1-22	ELEC PWR SERV (UNDERGROUND)(PURCHASED BY POWER COMPANY)	AS	1		1																		2		2		
	639-2-1	ELECTRICAL SERVICE WIRE (F&I)	LF	189		99																		288		288		
	639-3-11	ELECTRICAL SERVICE DISCONNECT (F&I)(POLE)	EA	1		1																		2		2		
	649-31-315	MAST ARM ASSMB. (DBL/ARM W/ LUM.)(110)(46-48)*	EA	1																				1		1		
	649-31-315	MAST ARM ASSMB. (DBL/ARM W/ LUM.)(110)(46-54)*	EA	1																				1		1		
	649-31-316	MAST ARM ASSMB. (DBL/ARM W/ LUM.)(110)(46-70.5)*	EA			1																		1		1		
	649-31-318	MAST ARM ASSMB. (DBL/ARM W/ LUM.)(110)(48-70.5)*	EA																					1		1		
	650-51-31	TRAFFIC SIGNAL (F&I)(3)(1)-WAY)(STD-LED)	AS	8		7																		15		15		
	650-51-41	TRAFFIC SIGNAL (F&I)(4)(1)-WAY)(STD-LED)	AS	4		4																		8		8		
	650-51-51	TRAFFIC SIGNAL (F&I)(5)(1)-WAY)(STD-LED)	AS			1																		1		1		
	653-131	SIGNAL, PEDESTRIAN (F&I)(LED COUNTDOWN)(1-WAY)	AS	8		8																		16		16		
	659-103	SIGNAL HEAD ASSY. (F&I)(ALUMINUM PEDESTAL)	EA	8		8																		16		16		
	660-2-10.3	LOOP ASSEMBLY (F&I)(TYPE C)	AS									3												3		3		
	663-14-11	VEHICLE DETECTOR ASSEM (F&I)(OPTICAL TYPE)(VIDEO DETECTION)	EA	4		4																		8		8		
	663-14-12	VEHICLE DETECTOR ASSEM (F&I)(INFRARED)(OPTICOM)	EA	4		4																		8		8		
	665-11	PEDESTRIAN DETECTOR (F&I)(POLE)	EA	8		8																		16		16		
	670-5-132	TRAFFIC CONTROLLER ASSEMBLY (F&I)(SPECIAL)(TBD PREEMPTION PLAN)	AS	1		1						1												3		3		
	685-138	SYSTEM AUXILIARIES (CCTV CAMERA ASSEMBLY)	EA			1																		1		1		
	690-10	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	4		8																		12		12		
	690-20	SIGNAL PEDESTRIAN ASSEMBLY, REMOVAL	EA	5		8																		13		13		
	690-31	SIGNAL PEDESTAL- REMOVE	EA	1																				1		1		
	690-33-1	POLE REMOVAL-DEEP (DIRECT BURIAL)	LF	40		80																		120		120		
	690-50	CONTROLLER ASSEMBLY-REMOVE	EA	1		1																		3		3		
	690-50-1	CONTROLLER ASSEMBLY-REMOVE (LESS FOUNDATION)	EA									1												1		1		
	690-70	DETECTOR PEDESTRIAN ASSEMBLY, REMOVE	EA	8		8																		16		16		
	690-80	SPAN WIRE ASSEMBLY, REMOVE	EA	4		4																		8		8		
	690-90	CONDUIT & CABLING, REMOVE	PI	1		1																		2		2		
	690-91	SIGNAL INTERCONNECT CABLE-REMOVE	LF					1915		2308		1497												5720		5720		
	690-100	SIGNAL EQUIPMENT, MISCELLANEOUS REMOVE	PI	1		1																		2		2		
	700-46-15	EXISTING SIGN-REMOVE (SPAN-WIRE)	AS	1																				1		1		
	700-48-18	SIGN PANEL (F&I)(15 OR LESS)	EA	4		4																		8		8		

* MAST ARM ASSEMBLY TO INCLUDE LUMINAIRE.

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/27/2015	BDN	Revised Per Item Questions
2	11/2/2015	BDN	Revised Per Item Questions

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P.E. No. 0091

Tabulation of Quantities

Main Street
Improvements

File Name
Main Street Sheets.dgn

Project Number
673300.23

Sheet Number
T-2

SIGNALIZATION NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY OF GAINESVILLE TRAFFIC OPERATIONS DEPARTMENT MR. TRAVIS LAW AT (352) 334-2055, AND ALACHUA COUNTY PUBLIC WORKS DEPT., ENGINEERING AND OPERATIONS DIVISION (352) 374-5425 AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.

2. THE CONTRACTOR SHALL NOTIFY THE SUNSHINE STATE ONE CALL AT 1-800-432-4770 AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF POLE CONSTRUCTION OPERATIONS, WHERE CONFLICT WITH UNDERGROUND UTILITIES OR OVERHEAD ELECTRICAL CONDUCTORS IS EXPECTED AND IN ALL CASES WHERE JOINT USE POLES ARE CALLED FOR.

3. IT SHOULD BE NOTED NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY JACKING OR TRENCHING. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO EXAMINE THE JOB SITE CONDITIONS BEFORE SUBMITTING BID PROPOSALS IN ACCORDANCE WITH SECTION 2-4 OF THE FDOT SPECIFICATIONS.

4. CONCRETE AREAS DISTURBED BY THE INSTALLATION OF PULL BOXES, 'A-FRAMES', CONTROLLER CABINETS, SIGNAL POLES AND PEDESTRIAN POLES SHALL BE REPLACED. REPLACEMENT SHALL BE TO THE NEAREST EXPANSION JOINT.

5. NO POLYCARBONATE HOUSING OR MONITORING HARDWARE WILL BE PERMITTED FOR VEHICULAR OR PEDESTRIAN SIGNAL HEAD ASSEMBLIES. ALL INDICATIONS FOR VEHICULAR AND PEDESTRIAN SIGNAL HEAD ASSEMBLIES SHALL BE LED.

6. AT THE TIME OF FINAL PROJECT INSPECTION, THE CONTRACTOR SHALL FURNISH THE INSPECTOR THREE COMPLETE SETS OF AS-BUILT PLANS.

7. ALL CONDUITS SHALL BE 2" MINIMUM UNLESS OTHERWISE SPECIFIED IN PLANS, EXCEPT ELECTRICAL POWER SERVICE DUCT.

8. THE CONTRACTOR SHALL VERIFY THE COLOR CODES OF THE SIGNAL CABLE WITH THE CITY OF GAINESVILLE BEFORE ORDERING.

9. OUTSIDE CORNERS OF SIGN FACE TO BE CUT CONCENTRIC WITH BORDER. BORDER TO BE MOUNTED PARALLEL TO EDGE OF SIGN.

10. THE CONTROLLER SHALL REVERT TO FULL ACTUATED OPERATION UPON DISCONNECTING THE COORDINATING UNIT WHEN VIDEO DETECTION IS AVAILABLE ON THE COORDINATED APPROACHES.

11. A MANUAL PUSH BUTTON CORD SHALL BE FURNISHED IN ALL CONTROLLER CABINETS.

12. UNLESS SPECIFIED OTHERWISE, ALL PULL BOX COVERS TO BE FURNISHED AND INSTALLED SHALL BE NON-METALLIC.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE COMPANY PROVIDING ELECTRICAL POWER TO DETERMINE IF A SERVICE PROCESSING FEE IS REQUIRED. IF REQUIRED, FEE SHALL BE INCLUDED AS PART OF PAYMENT FOR ELECTRICAL POWER SERVICE ASSEMBLY.

14. AS DIRECTED BY THE PROJECT ENGINEER, THE CONTRACTOR SHALL ADJUST CONDUIT AND PULL BOXES HORIZONTALLY AND/OR VERTICALLY IN ORDER TO AVOID ANY POSSIBLE CONFLICTS WITH UNDERGROUND UTILITIES.

15. THE CONTRACTOR SHALL ADHERE TO ALL CITY AND COUNTY ORDINANCES AND STATE REGULATIONS DURING ALL CONSTRUCTION OPERATIONS.

16. ALL FIELD WIRING SHALL BE NEATLY BUNDLED AND CLEARLY IDENTIFIED WITH PERMANENT, LEGIBLE, WEATHER PROOF TAGS THAT ARE SECURELY ATTACHED TO EACH CABLE. THE TAGGING SYSTEM PROPOSED SHALL BE SUBMITTED FOR APPROVAL WITH THE OTHER EQUIPMENT SUBMITTALS REQUIRED FOR THIS PROJECT.

17. CONTROLLER ASSEMBLY, INCLUDING INTERNAL COMPONENTS SHALL REMAIN THE PROPERTY OF ALACHUA COUNTY AND BE TURNED OVER TO THE CITY OF GAINESVILLE. ALL OTHER SIGNAL EQUIPMENT THAT IS REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN A PLACE PROVIDED BY HIM UNLESS OTHERWISE NOTED IN THE PLANS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICAL PRIOR TO ANY BORES AT THE DIRECTION OF THE ENGINEER. THIS SHOULD BE PREFORMED BY VACUUM EXCAVATION OR COMPARABLE NON DESTRUCTIVE EQUIPMENT. ALL RIGHT OF WAY SHALL BE RESTORED TO THE CONDITION WHICH EXISTED PRIOR TO BORE.

19. IF REQUIRED, THE CONTRACTOR SHALL PROVIDE THE NECESSARY EQUIPMENT FOR SUPPORTING EXISTING UTILITY AND/OR SIGNAL POLES DURING CONSTRUCTION OF NEW MAST ARMS AND MAST ARM FOUNDATIONS. THE CONTRACTOR SHALL COORDINATE THIS EFFORT WITH THE UTILITY COMPANIES AND/OR LOCAL MAINTAINING AGENCY. PAYMENT TO BE INCLUDED IN THE ASSOCIATED MAST ARM PAY ITEM NUMBER.

20. THE CONTRACTOR SHALL PROVIDE A TWO MAN BUCKET TRUCK AND ASSIST THE CITY AND/OR COUNTY INSPECTOR IN PHYSICALLY EXAMINING EACH SIGNAL HEAD THE SAME DAY IT IS ERECTED.

21. ALL PEDESTRIAN SIGNALS SHALL HAVE INTERNATIONAL SYMBOLS.

22. SIGNS FTP-125-04 AND FTP-49 SHALL BE USED IN PLACE OF SIGNS R10-3A OR R10-4A.

23. SIGN PANEL INSTALLATION, TO INCLUDE ALL ATTACHMENT HARDWARE REQUIRED FOR INSTALLING STREET NAME SIGNS ON NEW MAST ARMS INCLUDING WIND BEAMS.

24. WHEN JACKING CONDUIT UNDER PAVEMENT, THE CONTRACTOR MAY USE A FDOT APPROVED GUIDED BORING SYSTEM AS AN ALTERNATE METHOD OF CONSTRUCTION.

25. EXISTING SIGNALIZATION SHALL REMAIN IN PLACE TO THE EXTENT POSSIBLE AND SHALL BE USED FOR MAINTENANCE OF TRAFFIC AS REQUIRED. FULL ACTUATION (NOT PRE-TIMED) SHALL BE MAINTAINED AT ALL TIMES FOR USE OF INFRARED DETECTION FOR TEMPORARY DETECTION DURING EACH TRAFFIC CONTROL PHASE. THE MAINTENANCE OF EXISTING SIGNALS, UNTIL REMOVED, SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR. SIGNALIZATION SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE CONTRACT.

26. WHEN THE CONTRACTOR IS REMOVING EXISTING TWISTED PAIR CABLE AND/OR RUNNING NEW FIBER OPTIC CABLE HE SHALL TAKE EVERY PRECAUTION SO NOT TO DAMAGE ANY EXISTING FIBER OPTIC CABLE STILL IN SERVICE. DAMAGED FIBER OPTIC CABLE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

27. ANY EXCAVATION EXCEEDING 18 INCHES IN DEPTH SHALL BE DONE BY HAND WITHIN 5 FEET OF ANY FIELD LOCATED UNDERGROUND UTILITY.

SPECIAL NOTES:

1. SIGNAL PEDESTAL AND SIGNAL POLE STATIONING AND OFFSETS MAY REQUIRE MINOR ADJUSTMENTS IN THE FIELD TO INSURE HORIZONTAL CLEARANCE FROM FACE OF CURB TO CLOSEST SURFACE OF POLE AND WITHIN ROADWAY RIGHT OF WAY AND TO MAINTAIN A 4' MINIMUM SIDEWALK WIDTH. ANY RELOCATED POLES SHALL BE PLACED TO PROVIDE THE MAXIMUM SIDEWALK CLEARANCE POSSIBLE WITHIN ROADWAY RIGHT OF WAY.

2. CONTRACTOR TO HAND DIG THE FIRST 4.0' OF POLE FOUNDATIONS AND CONTACT THE APPROPRIATE UTILITY COMPANIES FOR LOCATES 2 FULL BUSINESS DAYS PRIOR TO ANY EXCAVATION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL MAST ARM AND ROADWAY ELEVATIONS PRIOR TO FABRICATING MAST ARMS.

4. THE CONTRACTOR IS TO PROVIDE THREE ADDITIONAL CONDUIT RUNS PULLED AND CAPPED FROM THE CONTROLLER TO THE NEAREST PULL BOX.

5. ALL PEDESTRIAN PHASES TO BE PUSH BUTTON ACTUATED.

6. THE CONTRACTOR SHALL CONTACT PHILIP MANN, (352) 334-5074, AT THE CITY OF GAINESVILLE TRAFFIC OPERATIONS DEPARTMENT TO OBTAIN A COLOR CHIP FOR THE PAINTING OF PEDESTRIAN POLES AND MAST ARM POLES. THE BRAND OF PAINT SHALL BE DETERMINED BY THE POLE MANUFACTURER. PAINT SHALL BE APPLIED PER SPECIFICATION 649 AND 560.

7. ANY REQUIRED FIELD TOUCH-UP OF PAINTED SURFACES SHALL BE IDENTIFIED BY ALACHUA COUNTY. ALL PAINT APPLIED IN THE FIELD SHALL BE DONE WITH BRUSH, ROLLER, OR GLOVE. NO SPRAY PAINTING SHALL BE ALLOWED.

8. INTERCONNECT CABLE, FIBER OPTIC CABLE AND SIGNAL CABLE ARE TO BE PLACED IN SEPARATE CONDUITS AND PULL BOXES.

9. FINAL SIGNAL POLE PLACEMENT SHALL BE A MINIMUM OF 6' FROM ALL OVERHEAD UTILITIES.

10. SIGNAL HEADS SHALL BE LOCATED AS SHOWN IN THE PLANS. A MINIMUM OF 8' HORIZONTAL SEPARATION BETWEEN GREEN TO GREEN INDICATION AND RED TO RED INDICATIONS SHALL BE MAINTAINED FOR EACH MOVEMENT.

11. ALL ASTRO BRACKETS SHALL ARTICULATE AND HAVE BUILT INTO THE HOUSING A 12" MINIMUM CONDUCTOR TERMINAL STRIP, PELCO MODEL #ABO12 OR APPROVED EQUIVALENT.

12. THE CONTRACTOR SHALL VERIFY STREET NAME SIGN MESSAGES PRIOR TO FABRICATION. BLOCK NUMBERS AND OR ARROWS MAY BE REQUIRED.

13. MAXIMUM SIGNAL TIMINGS, PREEMPTION TIMINGS AND SYSTEM TIMINGS ARE TO BE PROVIDED BY THE CITY OF GAINESVILLE. CONTACT PHILIP MANN AT THE CITY OF GAINESVILLE TRAFFIC OPERATIONS DEPARTMENT, (352) 334-5074, FOR REQUIRED INFORMATION. CLEARANCE TIMES TO BE FURNISHED BY ENGINEER OF RECORD (EOR).

14. IN ADDITION TO THE REQUIREMENTS SET FORTH IN THE FDOT SPECIFICATIONS, ELECTRICAL POWER SERVICE IS TO INCLUDE CONSTRUCTING METER/DISCONNECT FRAME STAND PER THE CITY OF GAINESVILLE METER/DISCONNECT SPECIFICATIONS. HEIGHT OF THE A-FRAME TO BE DETERMINED BASED UPON THE HEIGHT REQUIREMENTS FROM THE POWER COMPANY FOR THE DISCONNECT.

15. EXISTING PULL BOXES NOT IN USE ARE TO BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS. PULL BOX REMOVAL TO BE PAID FOR UNDER PAY ITEM 630-10-10.

16. WHERE MULTIPLE CONDUIT RUNS CROSS THE MAINLINE AND OR SIDE STREET, THE FIRST RUN ACROSS EACH LEG SHALL BE PAID FOR UNDER PAY ITEM 555-1-2. EACH ADDITIONAL RUN SHALL BE PAID FOR UNDER PAY ITEM 630-1-12.

17. PAYMENT FOR POWER SERVICE PULL BOXES TO BE INCLUDED UNDER PAY ITEM NO. 635-1-11.

18. YELLOW FLASHING BEACONS AND LED FLASHING BEACONS WILL BE USED TO CONTROL TRAFFIC ON MAJOR AND MINOR ROADS DURING FLASHING OPERATION, RESPECTIVELY.

19. THE CONTRACTOR SHALL ADJUST, AS DIRECTED BY THE ENGINEER, THE LOCATIONS OF THE POLES, CONDUITS, PULL BOXES, ETC. TO AVOID UTILITY CONFLICTS.

20. CONTROLLER CABINETS SHALL INCLUDE URBAN AREA PREEMPTION SYSTEM. THIS SYSTEM SHALL BE FULLY COMPATIBLE WITH THE EXISTING CITY OF GAINESVILLE PREEMPTION SYSTEM (3M-OPTICOM). PAYMENT FOR THIS EQUIPMENT SHALL BE INCLUDED IN THE COST OF THE CONTROLLER CABINETS. PAY ITEM NO. 670-5-152.
ALL NECESSARY EQUIPMENT SHALL INCLUDE BUT NOT BE LIMITED TO:
3M OPTICOM PHASE SELECTOR MODEL 754
3M OPTICOM MODEL 757 AUXILIARY DETECTOR/GREEN SENSE HARNESS
3M OPTICOM DETECTOR CABLE MODEL 128 (APPROX. 200' PER RUN)
3M OPTICOM DETECTOR MODELS 710, 720, OR 733, DEPENDING ON INTERSECTION LAYOUT.
CONTRACTOR SHALL SEEK FINAL DETECTOR PLACEMENT APPROVAL FROM CITY OF GAINESVILLE TRAFFIC OPERATIONS BEFORE BIDDING AND INSTALLATION. 3M OPTICOM DETECTORS ARE TO BE PLACED FOR EACH APPROACH LEG OF THE INTERSECTIONS. CITY OF GAINESVILLE TRAFFIC OPERATIONS CAN BE CONTACTED AT (352) 334-2055.

21. CONTRACTOR TO SUPPLY AND INSTALL PEDESTAL (POWER ENCLOSURE), CONDUITS AND WIRES AS SHOWN ON SHEET T-7 FOR BOTH TRAFFIC SIGNALS. CONTRACTOR TO FURNISH AND INSTALL CONDUIT AND WIRE FOR STREET LIGHT SERVICE FROM POWER ENCLOSURE TO ALL STREET LIGHTS SHOWN ON MAST ARM POLES.

22. CONTRACTOR TO INSTALL THREE (3) TYPE C LOOP ASSEMBLIES, LOOP RUNS AND 2 INCH CONDUIT AS SHOWN ON SHEET T-12 TO REPLACE NORTHBOUND LOOPS AT N. MAIN ST & 23RD AVENUE.

23. THE TOP OF THE MAST ARM FOUNDATION SHALL BE DESIGNED TO MATCH THE FINISHED SIDEWALK WHERE THEY WILL BE CONSTRUCTED WITHIN THE LIMITS OF THE SIDEWALK.

24. WHERE SIDEWALK AND DRIVEWAYS ARE NOT TO BE REPLACED, USE DIRECTIONAL BORE FOR CONDUIT INSTALLATION (DO NOT DISTURB EXISTING SIDEWALK AND DRIVEWAYS IF CONCRETE IS TO REMAIN IN PLACE).

25. THE LOCATION FOR THE TRAFFIC SIGNAL INTERCONNECT CONDUIT SHALL BE APPROVED BY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT INSPECTOR PRIOR TO CONSTRUCTION.

PAY ITEM NOTES

(1) PAY ITEM NO. 555-1-41
THERE ARE THREE TYPES OF DIRECTIONAL BORES AS LISTED BELOW. BORING SHALL BE DONE IN COMPLIANCE WITH FDOT UTILITY ACCOMMODATIONS MANUAL REQUIREMENTS.
(A)ON PAGES T-4 & T-5, THERE ARE DIRECTIONAL BORES FOR THE 3"SCHEDULE 40 PVC CONDUITS FOR THE SIGNAL CABLE, VIDEO DETECTION, LIGHTING AND SPARE. (B)ON PAGE T-4 THERE IS A DIRECTIONAL BORE 1"CONDUIT) FOR THE ELECTRIC SERVICE. (C)ON PAGES T-10, 11 & 12, THERE ARE DIRECTIONAL BORES 1"CONDUIT) FOR THE FIBEROPTIC INTERCONNECT CABLE.

PAY ITEM NO. 630-1-10
SHALL BE INSTALLED PER SECTION 630, CONDUIT OF THE STANDARD SPECIFICATIONS. ALL CONDUITS SHALL ENTER PULL BOXES AS REQUIRED IN STANDARD INDEX 17751, SHEET 2 OF 2. ALL CONDUIT SHALL BE 2 INCH, SCHEDULE 40 PVC UNLESS SPECIFIED OTHERWISE IN THE PLANS OR SPECIFICATIONS.

PAY ITEM NO. 632-7-11
SHALL BE INSTALLED PER STANDARD INDEX 17727 AS APPLICABLE.
A TERMINAL COMPARTMENT SHALL BE PROVIDED NEAR THE BASE ON BOTH MAST ARM POLES TO PROVIDE FOR SPLICING OF SIGNAL CABLES. SIX FEET OF ADDITIONAL SIGNAL CABLE SHALL BE WOUND INSIDE THE UPRIGHT TO ALLOW FOR TROUBLESHOOTING. THE ADDITIONAL SIGNAL CABLE SHALL BE STORED IN THE UPRIGHT.
THREE SPARE CONDUCTORS PER SIGNAL CABLE ARE REQUIRED. SPARES SHALL BE GROUNDED TO THE BUS GROUNDING FACILITY IN THE CONTROLLER CABINET. THE CONTRACTOR SHALL VERIFY COLOR CODES FOR THE SIGNAL CABLE CONDUCTORS PRIOR TO ORDERING.

PAY ITEM NO. 635-1-11
SHALL BE INSTALLED IN ACCORDANCE WITH STANDARD INDEX 17721, AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SIZE THE PULL BOXES SUCH THAT THEY WILL ALLOW PLACEMENT OF ALL CABLES INSIDE THE PULL BOXES WHILE MAINTAINING THE REQUIRED MINIMUM BENDING RADII ON THE CABLES. PULL BOX COVERS SHALL BE FDOT APPROVED OF NON-METALLIC CONSTRUCTION WITH RECESSED COVER LOGO "TRAFFIC SIGNAL" OR "FIBER OPTIC" AS APPROPRIATE.

PAY ITEM NO. 639-1-33
SHALL INCLUDE THE COST OF ALL LABOR, MATERIALS, AND PERMITS REQUIRED TO FURNISH AND INSTALL THE ASSEMBLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL AGENCIES REQUIRED FOR APPROVAL OF THE COMPLETED INSTALLATION. STANDARD INDEX 17736 (AS APPLICABLE) SHALL APPLY.

PAY ITEM NO. 639-2-1
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING THE CONDUCTORS FOR THE POWER SERVICE.

PAY ITEM NO. 649-31-34, 649-51-35 AND 649-51-36
A DIVER MAST ARM/POLE ASSEMBLY LOCATION SHALL BE FIELD VERIFIED AND IDENTIFIED AS FREE OF CONFLICTS AND/OR OBJECTS BY THE CONTRACTOR PRIOR TO PROCUREMENT OF THE ASSOCIATED MAST ARM ASSEMBLY. ALSO INCLUDES THE COST OF GALVANIZING PAINTING (BLACK POWDER COAT) MAST ARM INSTALLATIONS.
BASE LOCATIONS OF MAST ARM POLES ARE CLOSE TO EXISTING UTILITIES. CONTRACTOR SHALL HAND DIG THE FIRST FOUR (4) FEET TO CONFIRM CLEARANCE. POLE LOCATIONS MAY NEED MINOR ADJUSTMENTS. ANY ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER. MAST ARM ASSEMBLIES TO INCLUDE LUMINAIRE. THIS PAY ITEM INCLUDES THE COST OF SLURRY TESTING PER FDOT SPECIFICATION 455-45.8.

PAY ITEM NO. 650-51-39, 650-51-40, AND 650-51-50
SHALL BE ALUMINUM HEADS BLACK IN COLOR. TUNNEL VISORS SHALL BE FULL VISORS. SIGNAL DISPLAYS SHALL BE LED. THE CONTRACTOR SHALL CONTACT CITY OF GAINESVILLE PUBLIC WORKS DEPARTMENT PRIOR TO ORDERING. THIS IS TO INSURE THAT THEY MEET CURRENT CITY STANDARDS AND ARE CONSISTENT WITH LED UNITS CURRENTLY IN SERVICE WITH THE CITY.

PAY ITEM NO. 653-1-51
SHALL INCLUDE ONE (1) SOLID STATE SWITCH WITH AUDIBLE TONE AND LED LIGHT.

PAY ITEM NO. 663-74-11
SHALL CONSIST OF A COMPLETE VIDEO DETECTION INSTALLATION CONSISTENT WITH CITY OF GAINESVILLE STANDARDS FOR ALL APPROACHES OF THE INTERSECTION. THE EQUIPMENT SHALL BE VIDEO DETECTION UNITS CAPABLE OF INTERFACE WITH THE TRAFFIC SIGNAL CONTROLLER UNIT AND SHALL INCLUDE THE COST OF MOUNTING ARMS TO EXTEND CAMERA TO A POSITION OVER THE ROADWAY. THE CONTRACTOR IS STRONGLY ENCOURAGED TO COORDINATE WITH THE SUPPLIER AND CITY OF GAINESVILLE PUBLIC WORKS DEPARTMENT TO ENSURE RELIABLE OPERATION.

PAY ITEM NO. 665-1-11
SHALL INCLUDE ADDITIONAL COST OF LABOR AND MATERIALS REQUIRED FOR INSTALLATION OF PEDESTRIAN SIGNAL SIGNS FTP-125-04 AND FTP-49.

PAY ITEM NO. 670-5-132
SHALL INCLUDE THE INSTALLATION OF THE PREEMPTION SYSTEM AND ALL ITEMS REQUIRED TO COMPLETE THE INSTALLATION. SHALL BE A TS-2, TYPE 1 CONTROLLER WITH ETHERNET HOUSED IN A TYPE C CABINET AND SHALL BE COMPATIBLE WITH THE CITY OF GAINESVILLE'S CLOSED LOOP SYSTEM.

PAY ITEM NO. 700-40-10
SHALL INCLUDE ALL HARDWARE FOR MOUNTING THE SIGNS ON THE MAST ARM. SIGN LETTERS ON THE STREET SIGNS SHALL BE A MINIMUM OF 8 INCH SERIES D WHITE ON GREEN BACKGROUND.

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/27/2016	EVC	Redline/Prep Back Sheets 1&2 (Clerk's Feedback Review)

Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL
Contact: Chris Hagle - Phone: (352) 374-5245

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3200 South Main Street, Suite 2
Gainesville, Florida 32601
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Fax: (352) 377-7995
Certificate of Authorization No. 4946

Consulting Engineers and Land Surveyors

Preferred Permit Manager: Chris Hagle

P.E. No. 33915

ACTIVITY: General Notes
STREET: Main Street
Improvements

Designed by:	EVC
Drawn by:	EVC
Checked by:	EVC

File Name: prelimgtl-sht-01.dgn
Project Number: 673300.23
Sheet Number: T-3

SIGNAL HEAD DETAILS

3-SECT., 1-WAY
8 AS
650-51-311

4-SECT., 1-WAY
4 AS
650-51-411

PED. SIGNAL
COUNT-DOWN
1-SECT., 1-WAY
8 AS
653-191

SIGN DETAILS

FTP-25-04
4 EA

FTP-25-04
4 EA

FTP-49
8 EA

NOTES

1. BASE LOCATIONS OF SIGNAL MAST ARM POLES ARE CLOSE TO EXISTING UTILITIES. CONTRACTOR SHALL HAND DIG THE FIRST FOUR (4) FEET TO CONFIRM CLEARANCE. POLE LOCATIONS MAY NEED MINOR ADJUSTMENTS. ANY ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER.

2. MAJOR STREET IS N MAIN STREET. MINOR STREET IS NW 10TH AVENUE/NE 10TH AVENUE.

3. SIGNAL OPERATING PLAN IS SOP 10.

4. FLASHING OPERATION: SIGNAL HEADS 1, 2, 5, AND 6 YELLOW, SIGNAL HEADS 3, 4, 7, AND 8 RED.

5. ALL CONTROL EQUIPMENT TO BE COMPATIBLE WITH EXISTING CITY OF GAINESVILLE AND ALACHUA COUNTY TRAFFIC MANAGEMENT SYSTEM. CONTRACTOR SHALL COORDINATE WITH CITY TRAFFIC OPERATIONS DEPARTMENT PRIOR TO ORDERING EQUIPMENT.

6. CONTROLLER TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.

7. PRIOR TO INSTALLATION OF MAST ARMS/ POLES CONTRACTOR SHALL COORDINATE WITH GAINESVILLE REGIONAL UTILITIES WITH RESPECT TO MAINTAINING MINIMUM CLEARANCE BETWEEN ENERGIZED CONDUCTORS AND POLES.

8. CONTRACTOR SHALL FIELD VERIFY ALL MAST ARM POLE LOCATION ELEVATIONS PRIOR TO ORDERING ANY POLES. THE TOP OF THE MAST ARM FOUNDATION SHALL BE DESIGNED TO MATCH THE FINISHED SIDEWALK WHERE THEY WILL BE CONSTRUCTED WITHIN THE LIMITS OF THE SIDEWALK.

9. DIRECTIONAL BORE PAY ITEM NO 555-1-112 (RUNS) CONSISTS OF 12 BORES. EACH BORE LESS THAN 6 INCHES EACH BORE CONTAINS TWO 2" SCHEDULE 40 PVC CONDUITS. ONE FOR SIGNAL CABLE, ONE FOR VIDEO DETECTION, ONE FOR LIGHTING AND ONE SPARE. EACH BORE IS MINIMUM 36 INCHES DEEP WITH 5 FOOT HORIZONTAL SEPERATION BETWEEN BORES.

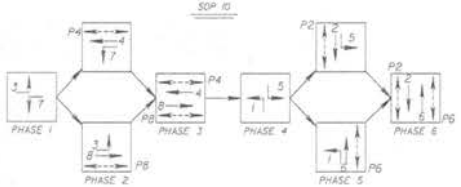
10. THE HIGHEST ELEVATION (CROWN) WITHIN THE INTERSECTION IS 181.6' +/-.

11. ALIGN LUMINAIRE WITH MAIN STREET MAST ARM. POLE NO. 1-1, LL=0° AND POLE NO. 1-2, LL=0°

12. CONTRACTOR TO SUPPLY THE POWER ENCLOSURE AND ALL ASSOCIATED CONDUITS/WIRE AS SHOWN ON SHEET T-1. CONTRACTOR TO FURNISH AND INSTALL CONDUIT AND WIRE FOR STREET LIGHT SERVICE FROM POWER ENCLOSURE TO ALL STREET LIGHTS SHOWN ON MAST ARM POLES.

13. MINIMUM DISTANCE BETWEEN SIGNAL DISPLAYS
RED TO RED = 8 FEET
GREEN TO GREEN = 8 FEET

SOP 10



CONTROLLER TIMINGS

MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	4	15	4	10	4	15	4	10
EXTENSION	2.0	3.5	2.0	3.0	2.0	3.5	2.0	3.0
MAXIMUM GREEN 1	15	40	15	40	15	40	15	40
MAXIMUM GREEN 2	15	30	12	30	15	30	12	30
YELLOW CLEARANCE	3.0	3.5	3.0	3.5	3.0	3.5	3.0	3.5
ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
PEDESTRIAN WALK	-	5	-	5	-	5	-	5
PED. CLEARANCE	-	13	-	19	-	17	-	17
RECALL	-	MIN	-	-	-	MIN	-	-

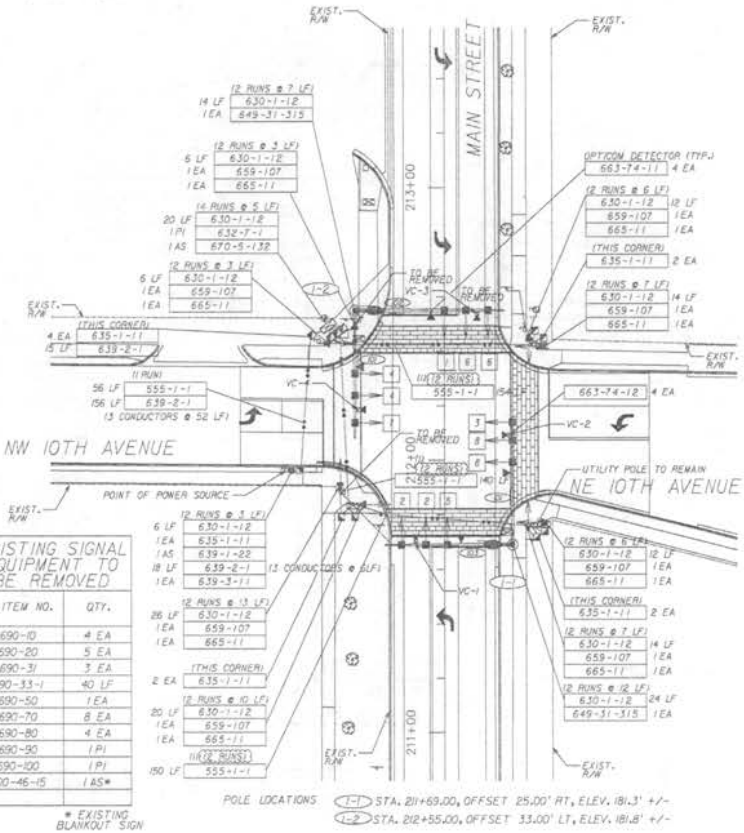
VIDEO DETECTION ZONE

ZONE	VIDEO CAMERA NO.	COVERAGE AREA	DETECTOR OPERATION	DELAY TIME (SEC)
VDZ 1	VC-3	10'X40'	DELAY	10
VDZ 6	VC-3	10'X220'	NORMAL	-
VDZ 5	VC-1	10'X40'	DELAY	10
VDZ 2	VC-1	10'X220'	NORMAL	-
VDZ 7	VC-4	10'X40'	DELAY	10
VDZ 4	VC-4	10'X40'	NORMAL	-
VDZ 3	VC-2	10'X40'	DELAY	10
VDZ 8	VC-2	10'X40'	NORMAL	-

EXISTING SIGNAL EQUIPMENT TO BE REMOVED

PAY ITEM NO.	QTY.
690-10	4 EA
690-20	5 EA
690-31	3 EA
590-33-1	40 LF
690-50	1 EA
690-70	8 EA
690-80	4 EA
690-90	1 PI
690-100	1 PI
700-46-15	1 AS*

* EXISTING BLANKOUT SIGN



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Alachua County
Public Works Department
P.O. Box 1188
Alachua, FL 32616
Contact: Chris Hagle Phone: (352) 264-6942

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	12/07/2016	MDB	Revised Pole Numbers

ACTIVITY | INITIALS
Designed by: MDB
Drawn by: MDB
Checked by: MDB

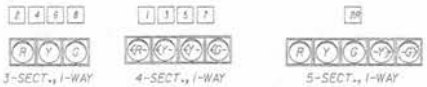
Signalization Plans
Main Street
Improvements

File Name
plansgtl\cover01.dgn

Project Number
673300.23

Sheet Number
T-4

SIGNAL HEAD DETAILS



3-SECT., 1-WAY, 7 AS, 650-51-311

4-SECT., 1-WAY, 4 AS, 650-51-411

5-SECT., 1-WAY, 1 AS, 650-51-511

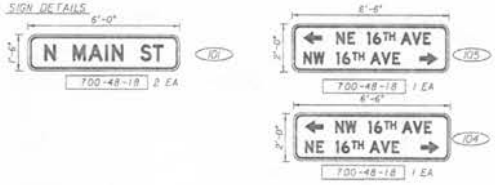
PED. SIGNAL COUNT-DOWN 1-SECT., 1-WAY, 8 AS, 653-191

FTP-25-04, 4 EA

FTP-25-04, 4 EA

FTP-49, 8 EA

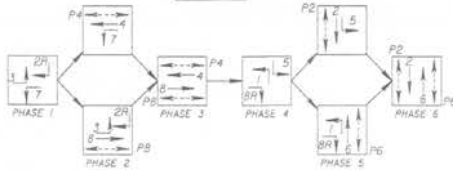
SIGN DETAILS

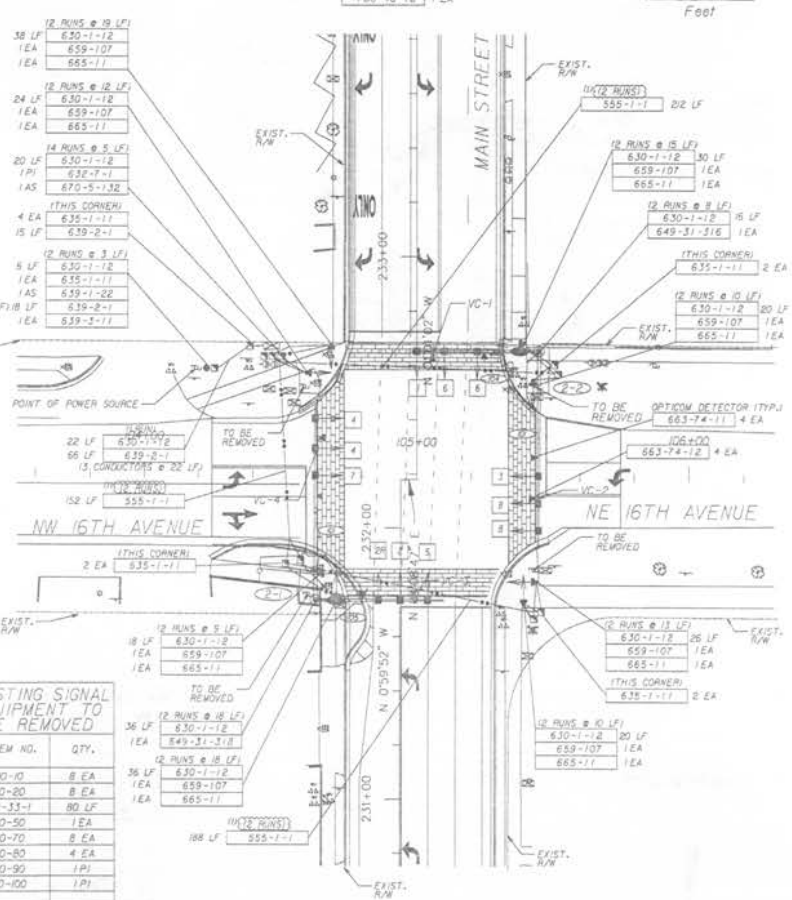


NOTES

1. BASE LOCATIONS OF SIGNAL MAST ARM POLES ARE CLOSE TO EXISTING UTILITIES. CONTRACTOR SHALL HAND DIG THE FIRST FOUR (4) FEET TO CONFIRM CLEARANCE. POLE LOCATIONS MAY NEED MINOR ADJUSTMENTS. ANY ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER.
2. MAJOR STREET IS N MAIN STREET. MINOR STREET IS NW 16TH AVENUE/NE 16TH AVENUE.
3. SIGNAL OPERATING PLAN IS SOP 10.
4. FLASHING OPERATION: SIGNAL HEADS 1, 2, 5, AND 6 YELLOW, SIGNAL HEADS 3, 4, 7, AND 8 RED.
5. ALL CONTROL EQUIPMENT TO BE COMPATIBLE WITH EXISTING CITY OF GAINESVILLE AND ALACHUA COUNTY TRAFFIC MANAGEMENT SYSTEM. CONTRACTOR SHALL COORDINATE WITH CITY TRAFFIC OPERATIONS DEPARTMENT PRIOR TO ORDERING EQUIPMENT.
6. CONTROLLER TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTMENTS.
7. PRIOR TO INSTALLATION OF MAST ARMS/ POLES CONTRACTOR SHALL COORDINATE WITH GAINESVILLE REGIONAL UTILITIES WITH RESPECT TO MAINTAINING MINIMUM CLEARANCE BETWEEN ENERGIZED CONDUCTORS AND POLES.
8. CONTRACTOR SHALL FIELD VERIFY ALL MAST ARM POLE LOCATION ELEVATIONS PRIOR TO ORDERING ANY POLES. THE TOP OF THE MAST ARM FOUNDATION SHALL BE DESIGNED TO MATCH THE FINISHED SIDEWALK WHERE THEY WILL BE CONSTRUCTED WITHIN THE LIMITS OF THE SIDEWALK.
9. DIRECTIONAL BORE, PAY ITEM NO 555-1-112 (RUNS) CONSISTS OF 2 BORES. EACH BORE LESS THAN 6 INCHES. EACH BORE CONTAINS TWO 2" SCHEDULE 40 PVC CONDUITS, ONE FOR SIGNAL CABLE, ONE FOR VIDEO DETECTION, ONE FOR LIGHTING AND ONE SPARE. EACH BORE IS MINIMUM 36 INCHES DEEP WITH 5 FOOT HORIZONTAL SEPERATION BETWEEN BORES.
10. THE HIGHEST ELEVATION (CROWN) WITHIN THE INTERSECTION IS 185.0' +/-.
11. A PAN TILT, ZOOM (PTZ) CLOSED-CIRCUT CAMERA SHALL BE INSTALLED ON THE POLE UPRIGHT FOR POLE NO. 2-2 USING A BRACKET ARM THAT REACHES THE CURB LINE. THE CAMERA SHALL PROJECT ALONG THE CURB LINE. PAY ITEM NO. 685-138 (1 EA) SHALL BE USED.
12. ALIGN LUMINAIRE WITH MAIN STREET MAST ARM. POLE NO. 2-1, LL=270° AND POLE NO. 2-2, LL=270°
13. CONTRACTOR TO SUPPLY THE POWER ENCLOSURE AND ALL ASSOCIATED CONDUITS/WIRE AS SHOWN ON SHEET T-7. CONTRACTOR TO FURNISH AND INSTALL CONDUIT AND WIRE FOR STREET LIGHT SERVICE FROM POWER ENCLOSURE TO ALL STREET LIGHTS SHOWN ON MAST ARM POLES.
14. MINIMUM DISTANCE BETWEEN SIGNAL DISPLAYS
RED TO RED = 8 FEET
GREEN TO GREEN = 8 FEET

SOP 10 MODIFIED





POLE LOCATIONS (2-1) STA. 231+73.39, OFFSET 31.04' LT, ELEV. 184.31' +/-
(2-2) STA. 232+65.29, OFFSET 45.00' RT, ELEV. 184.0' +/-

CONTROLLER TIMINGS

MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	4	10	4	15	4	10	4	15
EXTENSION	2.0	3.5	2.0	3.5	2.0	3.5	2.0	3.5
MAXIMUM GREEN 1	15	45	15	45	15	45	15	45
MAXIMUM GREEN 2	12	30	12	30	12	30	12	30
YELLOW CLEARANCE	3.0	3.5	3.0	3.5	3.0	3.5	3.0	3.5
ALL RED	1.0	1.5	1.0	1.5	1.0	1.5	1.0	1.5
PEDESTRIAN WALK	-	5	-	5	-	5	-	5
PED. CLEARANCE	-	17	-	17	-	17	-	17
RECALL	-	MIN	-	-	-	MIN	-	-

VIDEO DETECTION ZONE

ZONE	VIDEO CAMERA NO.	COVERAGE AREA	DETECTOR OPERATION	DELAY TIME (SEC)
VDZ 1	VC-1	10'X40'	DELAY	10
VDZ 6	VC-1	10'X220'	NORMAL	-
VDZ 5	VC-3	10'X40'	DELAY	10
VDZ 2	VC-3	10'X220'	NORMAL	-
VDZ 7	VC-4	10'X40'	DELAY	10
VDZ 4	VC-4	10'X40'	NORMAL	-
VDZ 3	VC-2	10'X40'	DELAY	10
VDZ 8	VC-2	10'X40'	NORMAL	-

EXISTING SIGNAL EQUIPMENT TO BE REMOVED

PAY ITEM NO.	QTY.
690-10	8 EA
690-20	8 EA
690-33-1	80 LF
690-50	1 EA
690-70	8 EA
690-80	4 EA
690-90	1 PI
690-100	1 PI

Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL
Contact: Chris Taylor Phone: (352) 374-5245

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Consulting Engineers And Land Surveyors
Certificate of Authorization No. 4242

REVISIONS
NO. | DATE | BY | DESCRIPTION
1 | 10/27/2016 | | Revised Plan Notations

Signalization Plans
Main Street
Improvements

File Name
Project Number
673300.23
Sheet Number
T-5

STANDARD MAST ARM ASSEMBLIES DESIGN TABLE

POLE NUMBER	ASSEMBLY NUMBER	FIRST ARM			SECOND ARM			UF (DEG.)	LL (DEG.)	POLE				SPECIAL DRILLED SHAFT DATA (4) ***			
		ARM TYPE	FAA (FT.)	FBA (IN.)	ARM TYPE	FAA (FT.)	FBA (IN.)			POLE TYPE	UAA (FT.)	UB* (FT.)	UCA (IN.)	DA (FT.)	DB (FT.)	RA	RB
1-1 **	F4-F4-W3	F4			F4			270	0	W3		19					
1-2 **	F5-F4-W4	F5			F4			270	0	W4		19					
2-1 **	F6-F4-W4	F6			F4			270	270	W4		20					
2-2 **	F6-F4-W4	F6			F4			270	270	W4		20					

* CONTRACTOR SHALL VERIFY "UB" DIMENSION PRIOR TO FABRICATION OF THE POLES (THIS VERIFICATION IS TO ENSURE THAT THE TOPOGRAPHY AS SHOWN IN THE PLANS IS APPLICABLE)

** MAST ARM ASSEMBLY TO INCLUDE LUMINAIRE.

*** CONTRACTOR RESPONSIBLE FOR SPECIAL DRILLED SHAFT DATA.

TABLE NOTES:

1. WORK THIS DRAWING WITH THE DESIGN STANDARDS (2008 EDITION) 17743 AND 17745 AS NECESSARY.

2. DESIGN WIND SPEED = 110 MPH.

3. CONTRACTOR SHALL COORDINATE ANCHOR BOLT REQUIREMENTS WITH FABRICATOR.

4. CONTRACTOR SHALL IDENTIFY STRUCTURE NUMBERS AND SUBMIT DETAILED SHOP DRAWINGS.

FOUNDATION NOTES:

1. DESIGN BASED ON BORINGS TAKEN BY:
   NODARSE & ASSOCIATES, INC.
   JOHN KIMBERLY IV, P.E. # 49866
   DATED MAY 2, 2007

2. ASSUMPTIONS AND VALUES USED IN DESIGN:
   SOIL TYPE = SAND
   SOIL LAYER THICKNESS = UNIFORM
   SOIL WEIGHT = 110 PCF
   COHESION = 50 PCF
   DESIGN HIGH WATER = 3 TO 4 FT BELOW SURFACE

GENERAL NOTES:

1. MAST ARM ASSEMBLIES SHALL BE IN ACCORDANCE WITH ALL NOTES AND DETAILS SPECIFIED IN THE STANDARD INDICES 17743 AND 17745 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, 2008".

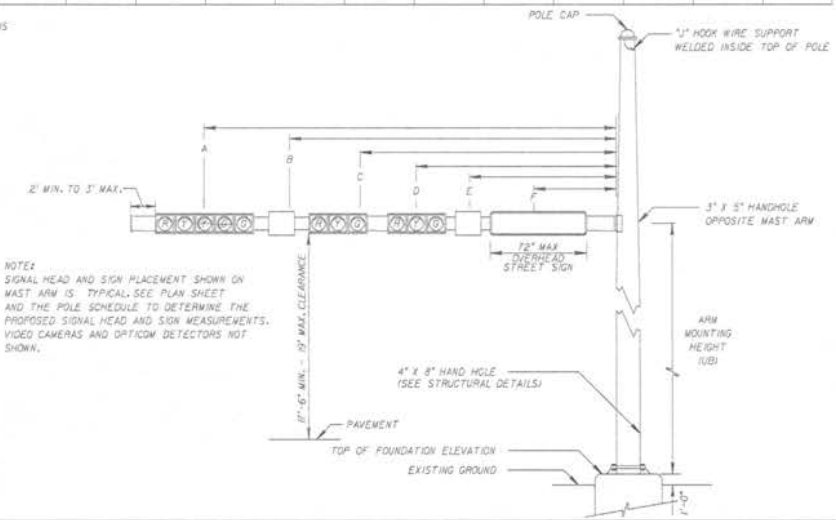
2. THE SIGNAL HEAD, CAMERA AND SIGN ATTACHMENT DIMENSIONS IN THE POLE SCHEDULE ARE MEASURED FROM THE CENTER OF EACH PARTICULAR UNIT TO THE END OF THE MAST ARM WHERE IT IS ATTACHED TO THE UPRIGHT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING MINOR FIELD ADJUSTMENTS TO THE SIGNAL HEADS, CAMERAS AND OVERHEAD STREET NAME SIGNS TO ENSURE CORRECT ALIGNMENT FOR THE MAXIMUM VISIBILITY.

4. THE CONTRACTOR SHALL TAKE CARE THAT THE MAST ARM AND ARM EXTENSION CONNECTIONS ARE FULLY ENGAGED PRIOR TO DRILLING AND FASTENING THEM TOGETHER.

5. ALL HARDWARE, SCREWS AND BOLTS USED IN THE ASSEMBLY OF THE MAST ARMS AND ATTACHMENT OF THE APPLIANCES SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. STAINLESS STEEL AND GALVANIZED ITEMS SHALL BE OF A GRADE EQUAL TO OR EXCEEDING THE STANDARD.

6. THE EXTERIOR OF THE MAST ARM ASSEMBLIES SHALL BE A BLACK POWDER COAT FINISH OVER GALVANIZED STEEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A MINIMUM OF ONE GALLON OF "TOUCH-UP" COATING TO REPAIR ANY SURFACE DAMAGE THAT MAY BE CAUSED DURING SHIPPING AND HANDLING OF THE ASSEMBLIES.



NOTE:
SIGNAL HEAD AND SIGN PLACEMENT SHOWN ON MAST ARM IS TYPICAL. SEE PLAN SHEET AND THE POLE SCHEDULE TO DETERMINE THE PROPOSED SIGNAL HEAD AND SIGN MEASUREMENTS. VIDEO CAMERAS AND OPTICOM DETECTORS NOT SHOWN.

POLE SCHEDULE

POLE NUMBER	SHEET NUMBER	POLE DATA	ARM DATA	SIGNAL HEAD (BY TYPE), CAMERA AND SIGN ATTACHMENT DIMENSIONS					
		STATION AND OFFSET	LENGTH	A	B	C	D	E	F
1-1	T-4	SEE PLAN	46'	3 SECT @ 40'	VC @ 34'	3 SECT @ 31'	4 SECT @ 23'	OD @ 18'	SIGN @ 10'
			48'	4 SECT @ 44'	VC @ 39'	3 SECT @ 37'	3 SECT @ 29'	OD @ 25'	SIGN @ 17'
1-2	T-4	SEE PLAN	54'	3 SECT @ 58'	VC @ 44'	3 SECT @ 40'	4 SECT @ 32'	OD @ 27'	SIGN @ 14'
			46'	4 SECT @ 40'	VC @ 35'	3 SECT @ 30'	3 SECT @ 22'	OD @ 19'	SIGN @ 16'
2-1	T-5	SEE PLAN	70.5'	3 SECT @ 64'	VC @ 58'	3 SECT @ 55'	4 SECT @ 45'	OD @ 37'	SIGN @ 24'
			46'	4 SECT @ 40'	VC @ 29'	3 SECT @ 30'	5 SECT @ 22'	OD @ 17'	SIGN @ 10'
2-2	T-5	SEE PLAN	70.5'	3 SECT @ 65'	VC @ 53'	3 SECT @ 55'	4 SECT @ 45'	OD @ 38'	SIGN @ 29'
			48'	4 SECT @ 44'	VC @ 38'	3 SECT @ 34'	3 SECT @ 22'	OD @ 19'	SIGN @ 15'

NOTE: VIDEO CAMERA (VC) AND OPTICOM DETECTORS (OD)

Date
By
Revision
Date
By
Initial

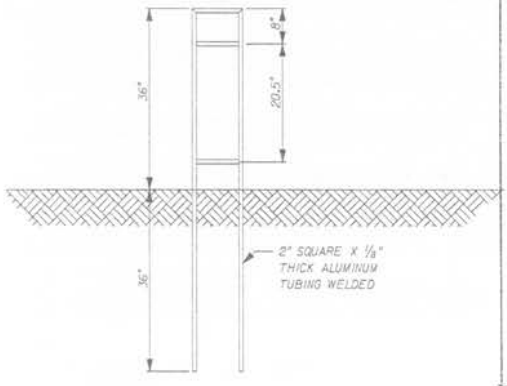
MAST ARM TABULATION/ DETAILS

Design By
Drawn By
Checked By
Date
Project Type

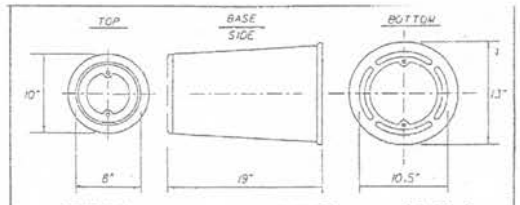
VOLKERT INC.
An Engineering, Planning, Surveying and Environmental Consulting Firm
www.volkert.com

Project Number

Sheet Number
T-6



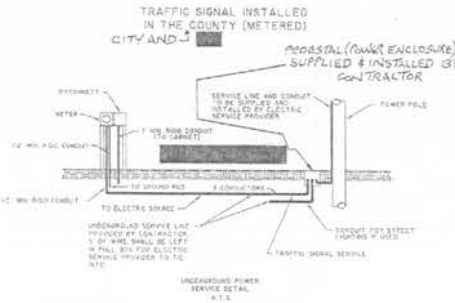
METER / DISCONNECT FRAME STAND DETAIL
N.T.S.

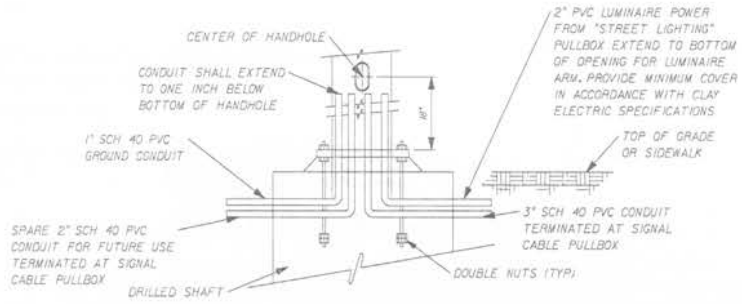


DESCRIPTION	MANUFACTURER	CATALOG NO.
ROUND BURIED ENCLOSURE, TYPE PE-10 MADE OF HIGH DENSITY POLYETHYLENE	PEN-CELL PLASTIC	TYPE PE-10

WEIGHT: BOX AND LID 8 LBS
COLOR: AVOCADO GREEN
HARDWARE: TWO 3/8" - 16 x 1-1/4" PENTA HEAD STAINLESS STEEL BOLTS
VERTICAL LOAD: 5,000 LBS
SIZE: AS ILLUSTRATED ABOVE

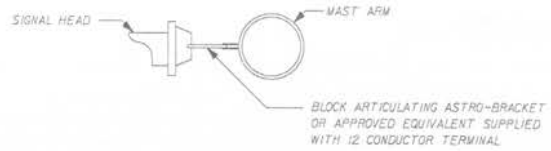
Power
BURIED WIRE ENCLOSURE DETAIL
FURNISHED BY THE CONTRACTOR
N.T.S.





BASE PLATE AND ANCHORAGE ELEVATION
NOTE: REINFORCEMENT AND WINGS NOT SHOWN

CANTILEVER SIGNAL STRUCTURE FOUNDATION AND BASE DETAIL
N.T.S.



SIGNAL HEAD BRACKET ATTACHMENT DETAIL
N.T.S.

MISCELLANEOUS DETAILS

VOLKERT INC.

T-7

SIGN NAME	I01	STATION(S)
QUANTITY	4	1 none
WIDTH	6'-0"	2
HEIGHT	1'-6"	3
BORDER WIDTH	1.25"	4
BORDER RADII	2.25"	5
PANEL COLOR	Green	
LEGEND	White	
BORDER	White	

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	LEGEND SIZE		AVERAGE LENGTH

COPY	N		W	A	I	N		E	T		L
SPACE	7.7	5.4	8	7.4	8	8.2	6.4	8	8.1	8	7.7	98.8
COPY												
SPACE												
COPY												
SPACE												
COPY												
SPACE												
COPY												
SPACE												

SIGN NAME	I02	STATION(S)
QUANTITY	1	1 none
WIDTH	6'-6"	2
HEIGHT	2'-0"	3
BORDER WIDTH	1.25"	4
BORDER RADII	2.25"	5
PANEL COLOR	Green	
LEGEND	White	
BORDER	White	

SYMBOL(S)	ANGLE	X	Y	WID	HT
ARUP	90	5.8	14	6	9
ARUP	270	63.2	4	6	5

SIGN NUMBER	CLEARANCE EDGE OF LANE	LEGEND SIZE		AVERAGE LENGTH

COPY	N	W		I	S		T	H		A	V	E		L
SPACE	20.8	5	8.5	8	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	8.3	47.8
COPY		N	E		T	S		T	H		A	V	E		L
SPACE	5.8	5.3	3.7	8	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	25.4	46.4
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

SIGN NAME	I03	STATION(S)
QUANTITY	1	1 none
WIDTH	6'-6"	2
HEIGHT	2'-0"	3
BORDER WIDTH	1.25"	4
BORDER RADII	2.25"	5
PANEL COLOR	Green	
LEGEND	White	
BORDER	White	

SYMBOL(S)	ANGLE	X	Y	WID	HT
ARUP	90	5.8	14	6	9
ARUP	270	63.2	4	6	9

SIGN NUMBER	CLEARANCE EDGE OF LANE	LEGEND SIZE		AVERAGE LENGTH

COPY	N	E		T	S		T	H		A	V	E		L
SPACE	27.9	5.3	3.7	8	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	8.3	46.8
COPY		N	W		T	S		T	H		A	V	E		L
SPACE	8.8	5	8.3	3	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	24.8	47.8
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

SIGN NAME	I04	STATION(S)
QUANTITY	1	1 none
WIDTH	6'-6"	2
HEIGHT	2'-0"	3
BORDER WIDTH	1.25"	4
BORDER RADII	2.25"	5
PANEL COLOR	Green	
LEGEND	White	
BORDER	White	

SYMBOL(S)	ANGLE	X	Y	WID	HT
ARUP	90	5.8	14	6	9
ARUP	270	63.2	4	6	8

SIGN NUMBER	CLEARANCE EDGE OF LANE	LEGEND SIZE		AVERAGE LENGTH

COPY	N	W		I	S		T	H		A	V	E		L
SPACE	20.8	5	8.5	8	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	8.3	47.7
COPY		N	E		T	S		T	H		A	V	E		L
SPACE	5.8	5.3	3.7	8	2.8	4.3	1	5.1	2.7	3	5.8	5.5	3.7	25.8	46.8
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

No.	By	Date	Revisions

GUIDE SIGN WORKSHEET (1)

VOLKERT INC.

Project Number

Sheet Number

T-8

SIGN NAME	105
QUANTITY	1
WIDTH	6'-6"
HEIGHT	2'-0"
BORDER WIDTH	1.25"
BORDER RADII	2.25"
PANEL COLOR	Green
LEGEND	White
BORDER	White

STATION(S)	
1	none
2	
3	
4	
5	

SYMBOL(S)	ANGLE	X	Y	WID	HT
ARUP	90	5.8	14	6	8
ARUP	270	63.1	4	6	8

SIGN NUMBER	CLEARANCE EDGE OF LANE	OVERALL SIZE	AVERAGE LENGTH

COPY	N	E		I	S		T	H		A	V	E		L
SPACE	30.1	6.6	3.7	9	3.6	4.1	1	3.1	3.7	3	5.3	5.5	3.7	8.3	48.8
COPY		N	W		I	S		T	H		A	V	E		L
SPACE	8.8	6	5.3	6	3.6	4.1	1	3.1	3.1	3	5.3	5.5	3.7	24.5	47.7
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															
COPY															
SPACE															

SIGN NAME	
QUANTITY	
WIDTH	
HEIGHT	
BORDER WIDTH	
BORDER RADII	
PANEL COLOR	
LEGEND	
BORDER	

STATION(S)	
1	
2	
3	
4	
5	

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	OVERALL SIZE	AVERAGE LENGTH

COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE

SIGN NAME	
QUANTITY	
WIDTH	
HEIGHT	
BORDER WIDTH	
BORDER RADII	
PANEL COLOR	
LEGEND	
BORDER	

STATION(S)	
1	
2	
3	
4	
5	

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NUMBER	CLEARANCE EDGE OF LANE	OVERALL SIZE	AVERAGE LENGTH

COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE
COPY
SPACE

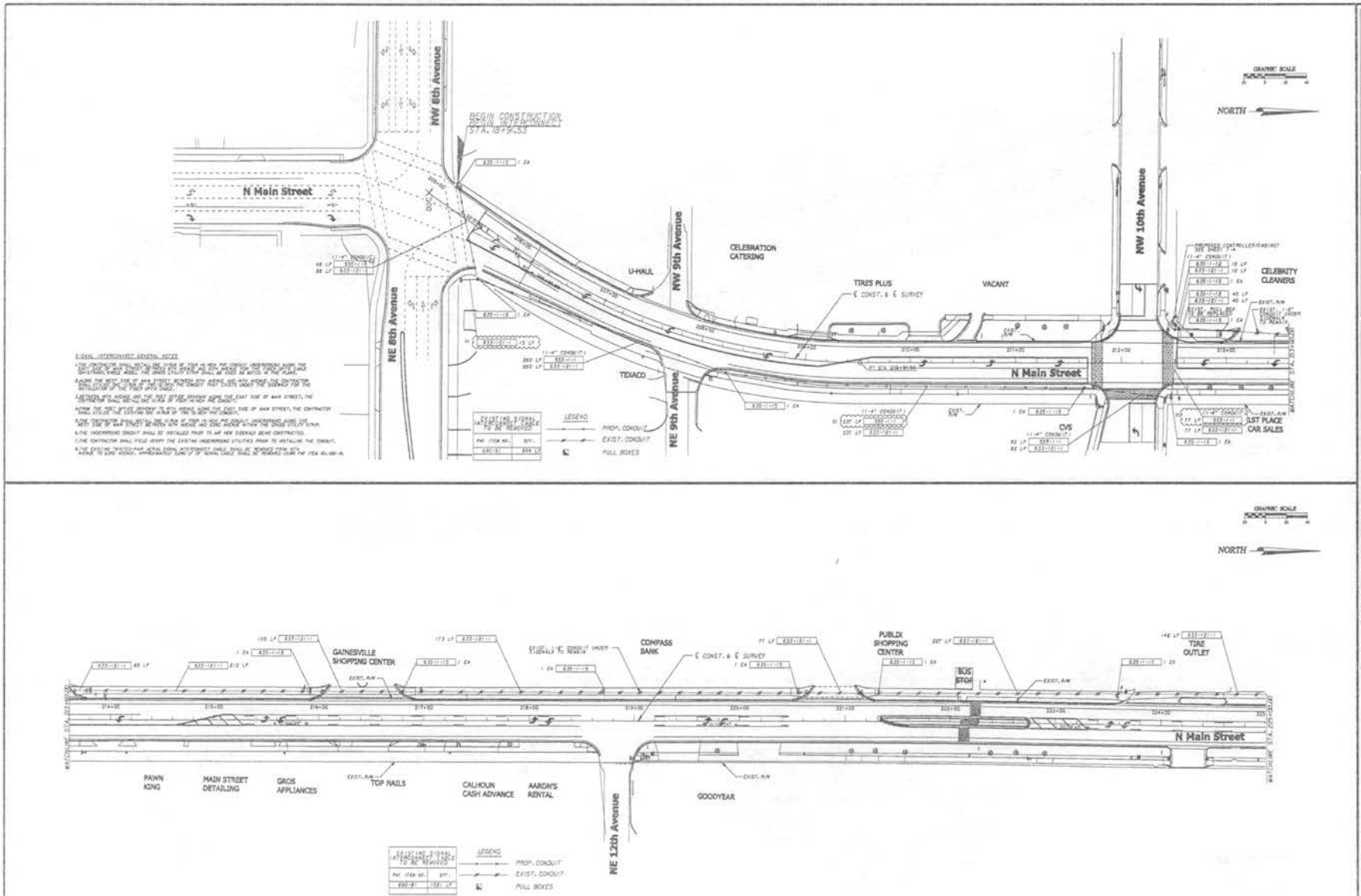
GUIDE SIGN WORKSHEET (2)

VOLKERT INC.
An Engineering, Planning, Surveying and Environmental Consultancy. A full service consultant Company. A to Z.
www.volkert.com

Project Number

Sheet Number

T-9



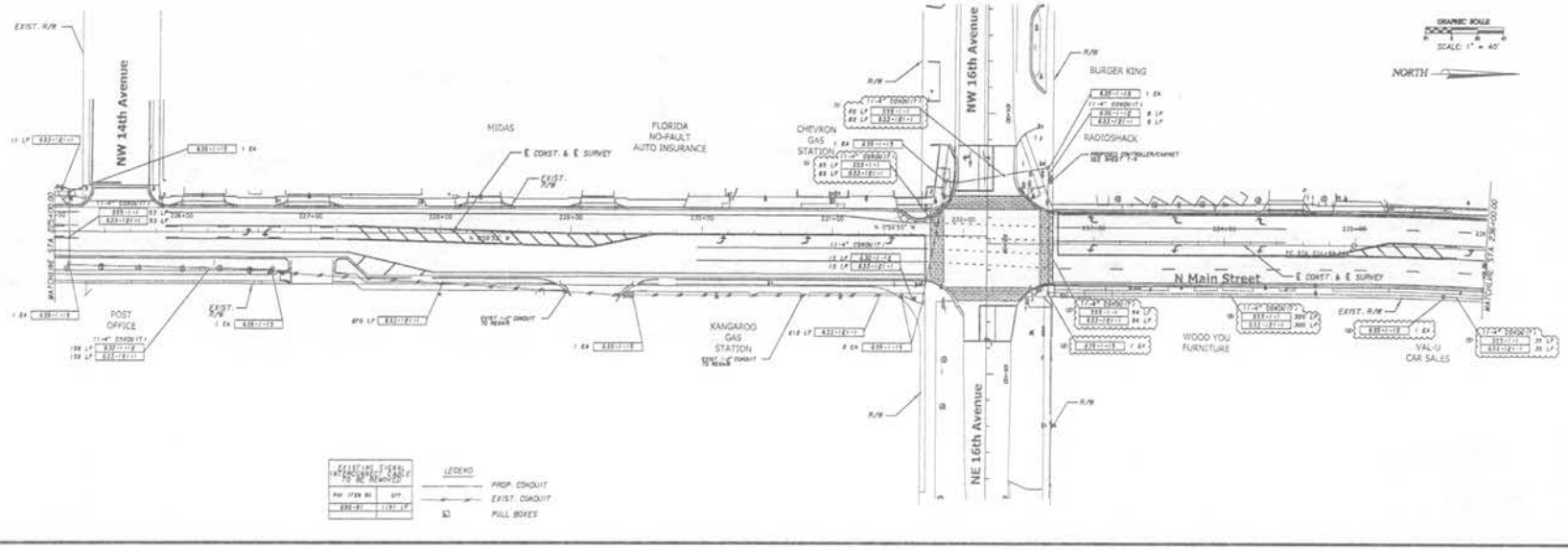
VOLKERT
Consulting Engineers And Land Surveyors

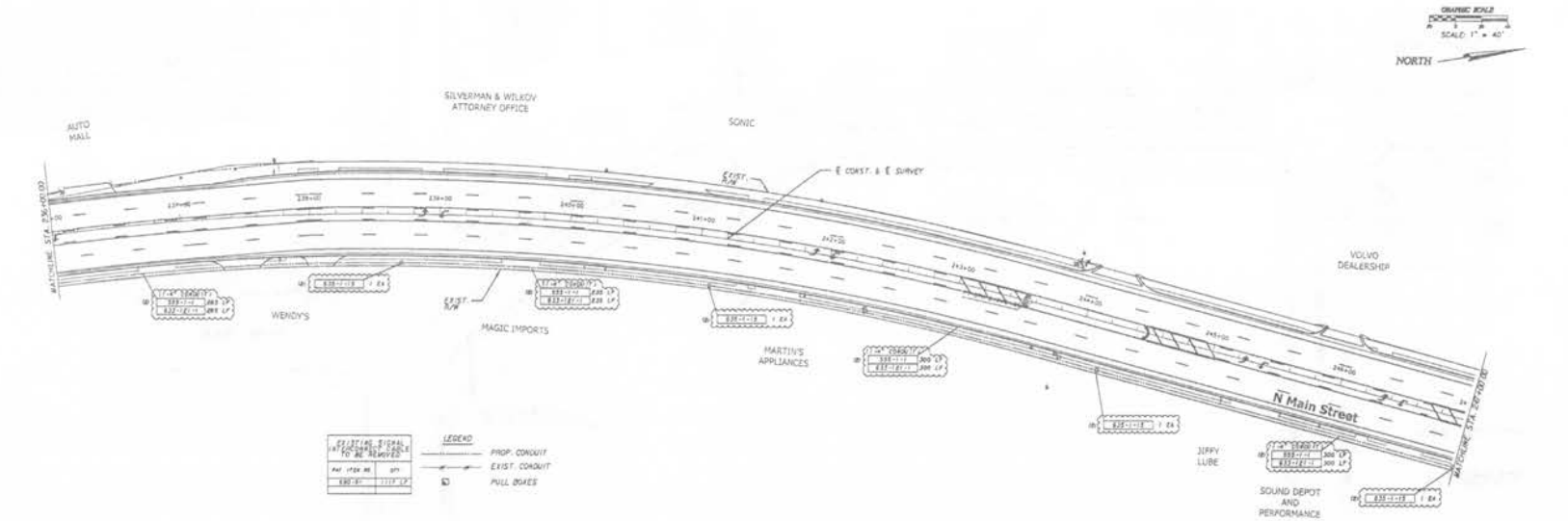
Alachua County
Public Works Department
P.O. Box 5188
Gainesville, FL 32627

Interconnect Plan
Main Street
Improvements

Project Number
673306.23

Sheet Number
T-10





EXISTING SIGNAL INTERCONNECT CABLE TO BE REMOVED	
PAY ITEM NO	QTY
630-81	1197 LF

LEGEND
- PROP. CONDUIT
- EXIST. CONDUIT
- PULL BOXES

Alachua County
Public Works Department
Gainesville, FL

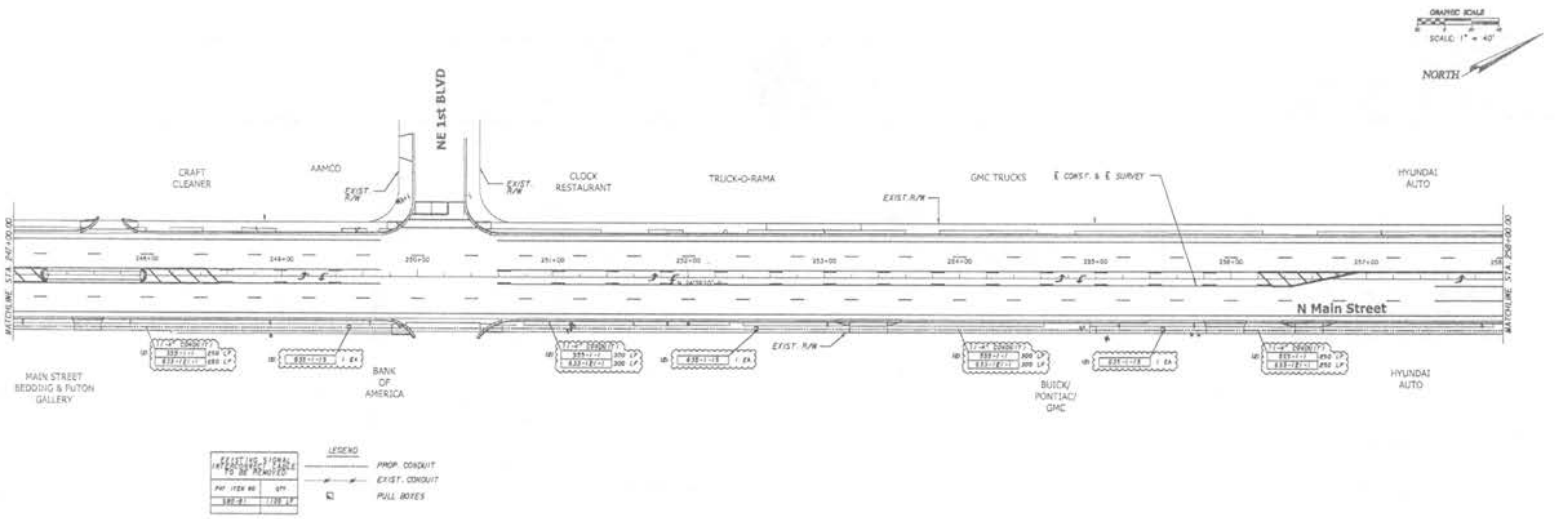
VOLKERT
Consulting Engineers And Land Surveyors

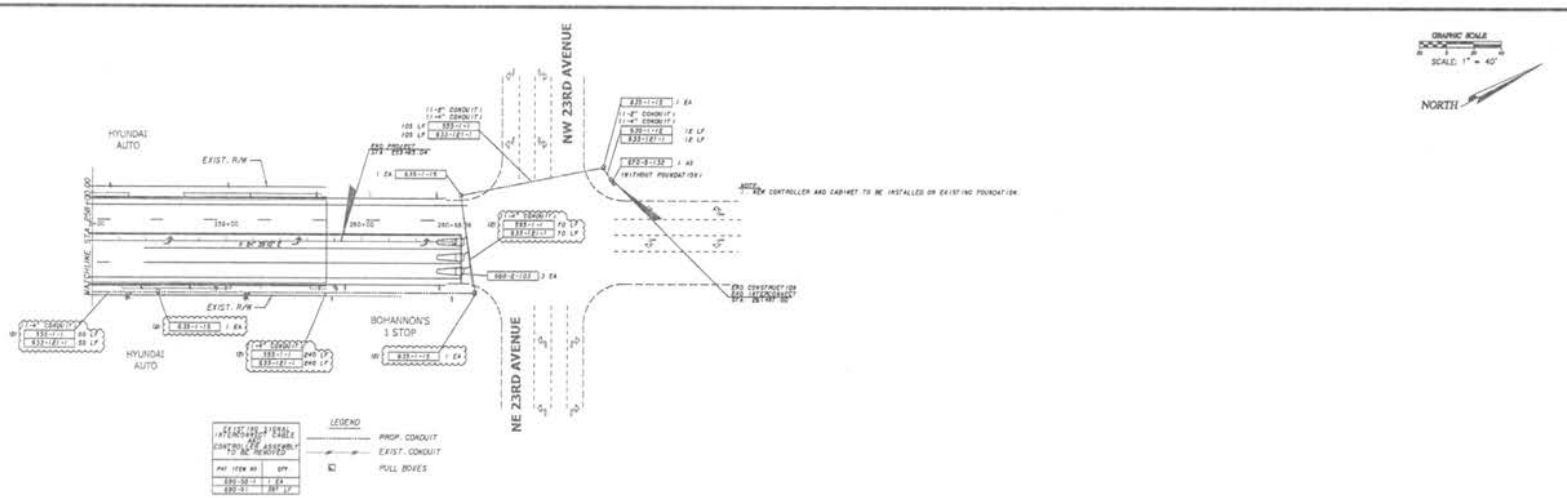
Interconnect Plan
Main Street
Improvements

File Name
plans\t11main01.dgn

Project Number
671300.23

Sheet Number
T-11





Alachua County
Public Works Department
P.O. Box 1188
Gainesville, FL

VOLKERT
Consulting Engineers And Land Surveyors

Interconnect Plan
Main Street
Improvements

File Name

Project Number
673300.23

Sheet Number
T-12

LOCATION PLAN

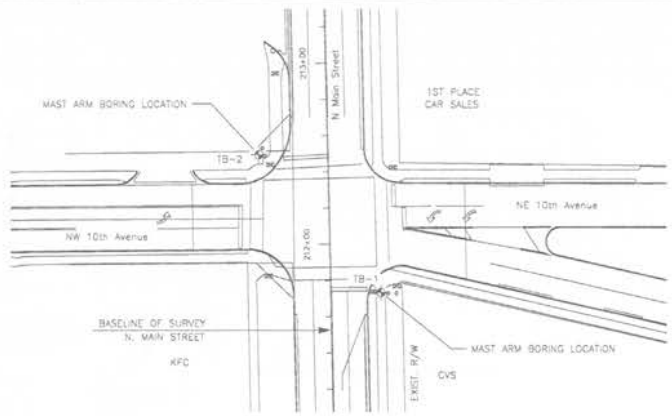
SCALE IN FEET

0 30 60

LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

NOTE: PLAN AS SHOWN IS PRELIMINARY FOR REPRESENTATION OF BORING LOCATION ONLY AND MAY NOT BE INDICATIVE OF FINAL CONTRACT PLANS.



LEGEND

SAND | SILTY SAND

LIMESTONE

(SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL

4-18-07 ENCOUNTERED GROUNDWATER LEVEL, DATE NOTED

ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

W=0 / -200=0 NATURAL MOISTURE CONTENT (%) / FINES PASSING No. 200 SIEVE (%)

N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

STANDARD PENETRATION TEST DATA

SPOON: INSIDE DIA.	1 3/8 in.
SPOON: OUTSIDE DIA.	2 in.
ASTM STANDARD DROP SAFETY HAMMER (ROPE-CATHEAD)	
AVG. HAMMER DROP	30 in.
HAMMER WEIGHT	140 lbs.

GRANULAR MATERIALS

RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS

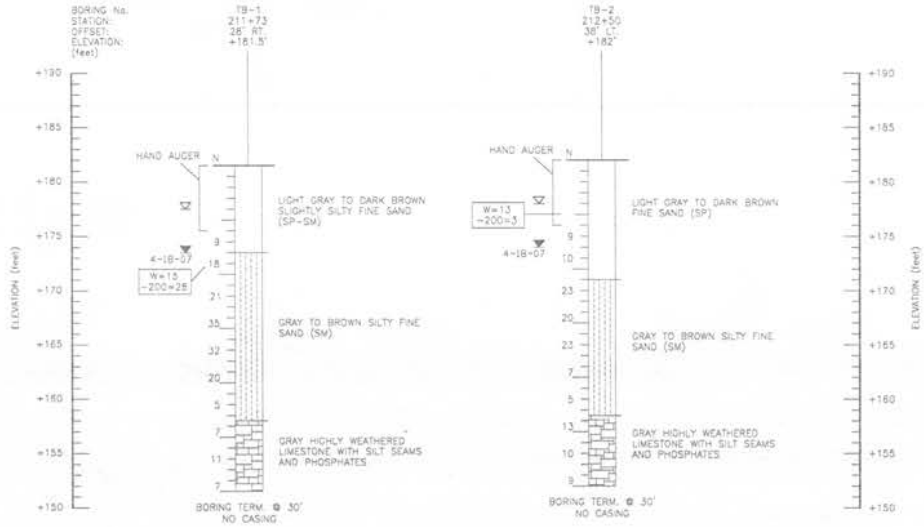
CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

ENVIRONMENTAL CLASSIFICATION:

BASED ON FDOT CORROSION MAPS

SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE

SUBSTRUCTURE:
CONCRETE: SLIGHTLY AGGRESSIVE
STEEL: SLIGHTLY AGGRESSIVE



NOTES: 1) SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED AS INDICATED IN SECTION 2-4 OF THE STANDARD SPECIFICATIONS.

2) STATIONS AND OFFSETS REFERENCED FROM THE CENTERLINE OF CONSTRUCTION OF N. MAIN STREET.

REVISIONS					
Date	By	Description	Date	By	Description

	Name	Date
Drawn by	SW	5-2-07
Checked by	SRW	5-2-07
Designed by		
Checked by		
Approved by	JOHN KIMBERLY IV, P.E.	

9850 PHILLIPS HIGHWAY
JACKSONVILLE, FLORIDA 32218
(904) 296-0331
CERTIFICATE OF AUTHORIZATION No. 8174
JOHN KIMBERLY IV, P.E. No. 49855
NODARSE & ASSOCIATES, INC.

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
	ALACHUA	-

SHEET TITLE: REPORT OF SPT BORINGS FOR STRUCTURES

PROJECT NAME: PROPOSED MAST ARM FOUNDATIONS MAIN STREET GAINESVILLE ALACHUA COUNTY, FLORIDA

SHEET No. T-13

NODARSE and ASSOC. No. 07-08-0047-101 FIGURE: 3

LOCATION PLAN

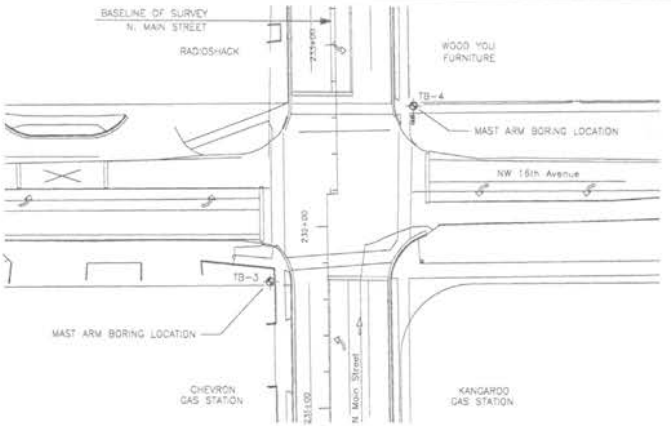
SCALE IN FEET

0 30 60

LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

NOTE: PLAN AS SHOWN IS PRELIMINARY FOR REPRESENTATION OF BORING LOCATION ONLY AND MAY NOT BE INDICATIVE OF FINAL CONTRACT PLANS.



LEGEND

SAND | SILTY SAND

LIMESTONE

(SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL

4-18-07 ENCOUNTERED GROUNDWATER LEVEL DATE NOTED

ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

W=0 -200=0 NATURAL MOISTURE CONTENT (%) FINES PASSING No. 200 SIEVE (%)

N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

STANDARD PENETRATION TEST DATA

SPOON INSIDE DIA.	1 3/8 in.
SPOON OUTSIDE DIA.	2 in.
ASTM STANDARD DROP SAFETY HAMMER (ROPE-CATHEAD)	
AVG. HAMMER DROP	30 in.
HAMMER WEIGHT	140 lbs.

GRANULAR MATERIALS

RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS

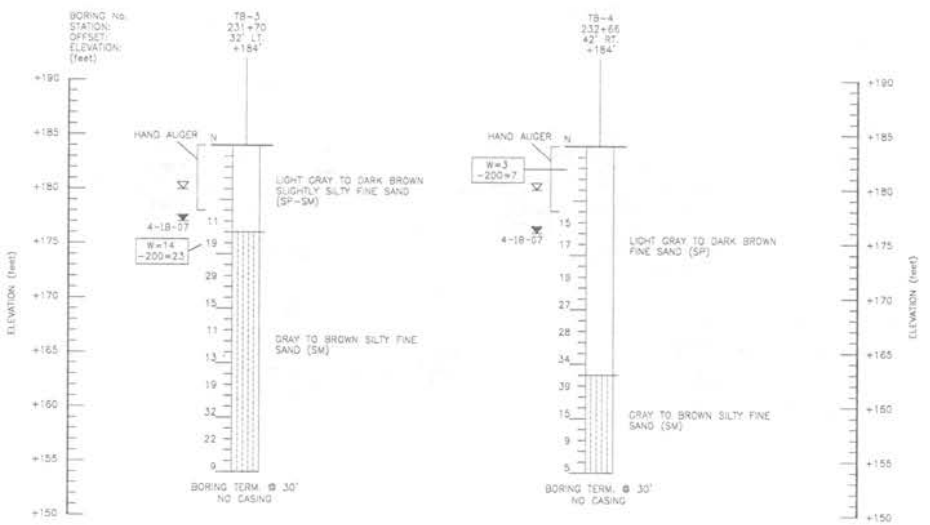
CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

ENVIRONMENTAL CLASSIFICATION:

BASED ON FDOT CORROSION MAPS

SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE

SUBSTRUCTURE:
CONCRETE: SLIGHTLY AGGRESSIVE
STEEL: SLIGHTLY AGGRESSIVE



NOTES: 1) SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED AS INDICATED IN SECTION 2-4 OF THE STANDARD SPECIFICATIONS.

2) STATIONS AND OFFSETS REFERENCED FROM THE CENTERLINE OF CONSTRUCTION OF N. MAIN STREET.

REVISIONS					
Date	By	Description	Date	By	Description

	Name	Date
Drawn by	SW	5-2-07
Checked by	SRW	5-2-07
Designed by		
Checked by		
Approved by	JOHN KIMBERLY IV, P.E.	

8550 PHILLIPS HIGHWAY
JACKSONVILLE, FLORIDA 32216
(904) 296-0331
CERTIFICATE OF AUTHORIZATION No. 8174
JOHN KIMBERLY IV, P.E. No. 49805
NODARSE & ASSOCIATES, INC.

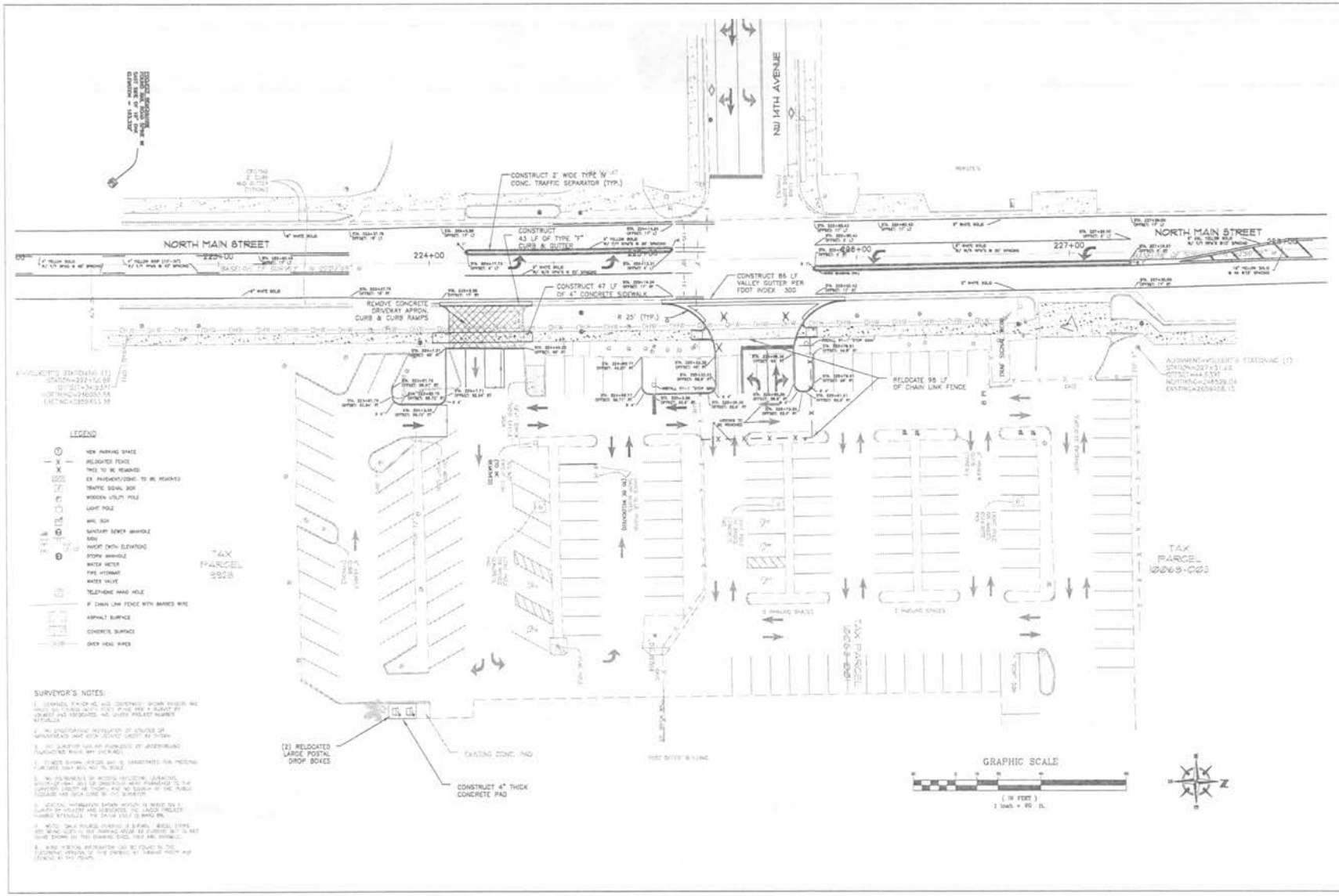
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ALACHUA	-

SHEET TITLE: REPORT OF SPT BORINGS FOR STRUCTURES

PROJECT NAME: PROPOSED MAST ARM FOUNDATIONS
MAIN STREET, GAINESVILLE
ALACHUA COUNTY, FLORIDA

SHEET No. T-14

NODARSE and ASSOC. No. 07-06-0047-101 FIGURE: 4



ALACHUA COUNTY PUBLIC WORKS
ENGINEERING

POST OFFICE
DRIVEWAY MODIFICATION PLAN

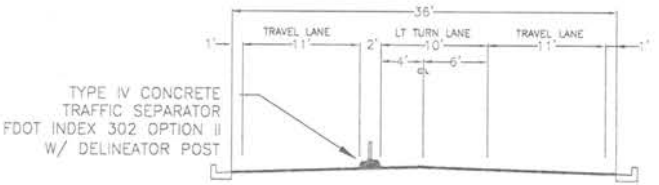
PLAN VIEW

PROJECT #5336

PD-1

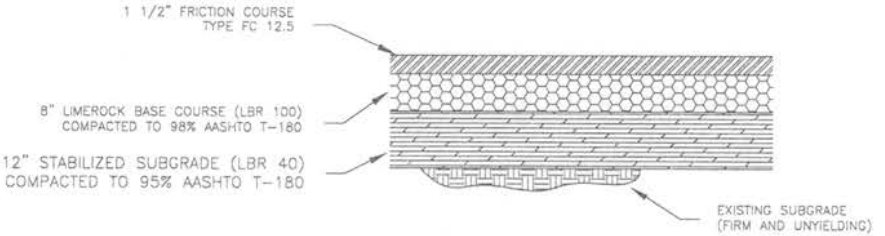
ENGINEER'S SEAL
WM. DAVID DERLANEK, P.E.
FLORIDA REG. NO. 49983
DATE:

DATE:
SCALE:
DRAWN BY:
DESIGNED BY:
APPROVED BY:



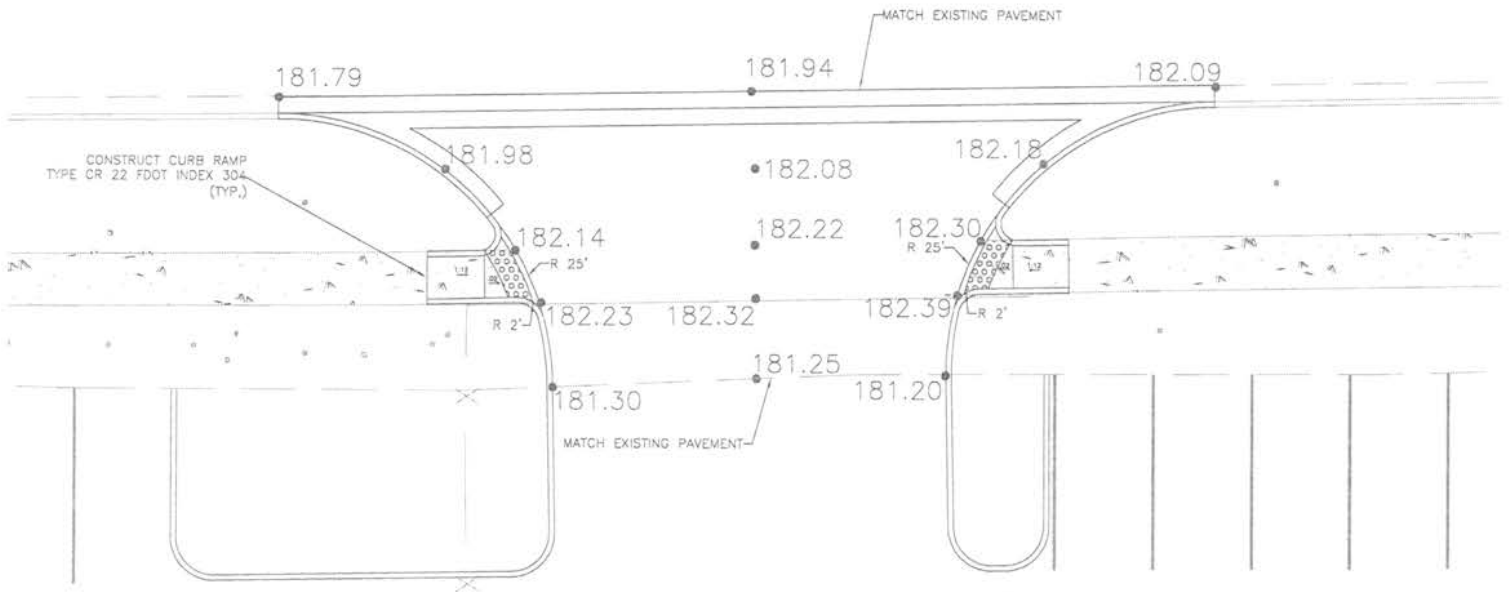
TRAFFIC SEPARATOR DETAIL

NTS



PAVEMENT DETAIL

NTS



DRIVEWAY CONNECTION DETAIL

1"=5"

ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING

POST OFFICE
DRIVEWAY MODIFICATION PLAN

DETAILS

PROJECT #: 536

PD-2

DATE:
SCALE:
DRAWN BY:
DESIGNED BY:
APPROVED BY:

ENGINEER'S SEAL
WM. DAVID OSBURN, P.E.
FLORIDA REG. NO. 49963
DATE:

March 22, 2011 Regular Board Meeting
Agenda Item #18

Title
5 Year Review of Reserve Areas and Statements of Services Under Boundary Adjustment Act (Amended)

Amount
N/A

Description
Request County Commission determination of whether changes to the Reserve Areas, i.e. the areas reserved exclusively for annexation by each municipality under Boundary Adjustment Act, are desired.

Recommendation
County Commission determine that it does not desire to change the Reserve Areas and Statement of Services as last adopted under the Boundary Adjustment Act in 2006 and authorize the County Manager to send letters to the City Managers so indicating.

Alternative(s)
The County Commission determine that it desires to make changes to the Reserve Areas last adopted in 2006 and (1) direct the County Manager to apprize the municipalities and (2) provide direction to staff on development of proposed revisions to the Reserve Areas and associated Statements of Services.

Requested By
Ken Zeichner, Principal Planner on behalf of County Annexation Team, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Resolutions (9) Adopting Reserve Areas and Statements of Services for each City in 2006; Reserve Areas Map Adopted in 2006; Reserve Area Map showing current municipal boundaries; Boundary Adjustment Act Excerpts from Act as codified in the County Code; Letter from County Manager to Cities; Letters Received from Cities; Powerpoint Presentation.

Documents Requiring Action
NA

Executive Summary
Every 5 years, a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the County Commission resolutions adopting updated Reserve Areas and the associated Statements of Services (focusing on provisions of services before and after annexation) went into effect. This item reviews the responses of the County's municipalities to the request by the County for review and indication of whether the municipalities have any desire to modify the Reserve areas and requests County Commission direction on whether any change to the adopted Reserve Areas and Statements is desired.

Background
The nine resolutions of the Board of County Commissioners adopting the Reserve Areas and Statements of Services for each

municipality in 2006 are attached for reference. Excerpts from the Boundary Adjustment Act relating to the criteria for review and update of Reserve Areas and Statements of Service are also attached for reference. In addition, color maps of the Reserve Areas adopted in 2006 and the 2006 Reserve Areas showing current municipal boundaries are also attached. The Boundary Adjustment Act (section 225.07) provides that: "every five years after the final designation of all of the reserve areas in the county, each municipality…shall review its reserve areas and accompanying statement and the County shall review all of the reserve areas and accompanying statements for municipalities;" "Based on the review, if the county desires a change in any of the reserve area designations or statements, or if a municipality desires a change in its own reserve area designations or statements, the county shall within 90 days after the initiation of the review, notify all municipalities in the county and, in the case of a municipality desiring a change, the county…." The BAA then states "municipalities desiring a change in their own reserve areas or statements, the county, and any other municipality affected shall participate in the proceedings required pursuant to section 225.05, adjusting such proceedings as may be required to accommodate amendments to designations and statements, rather than proposals for them" and "municipalities not desiring to change their designations and statements, and not affected by proposals of the municipalities or by the county's proposals regarding changes, need not participate in proceedings under this section." "Changes in designations and statements shall be made pursuant to this section only when such changes are in accordance with the standards provided in section 225.06." Section 225.06 provides that Reserve Areas (1)shall comply with the following criteria: (a) Be adjacent to the municipality; (b) be "urban in character" or likely to become so within the next ten years; (c) be areas in which population growth should be directed to promote efficient delivery of urban services as detailed in the BAA and "encourage more concentrated urban development", and (2) shall not (a) contain areas outside the county, within the limits of another municipality or another municipality's reserve area; (b) contain areas which could be provided urban services more efficiently by the county or other municipality; (c) contain areas which cannot reasonably be foreseen to be provided with urban services provided by the municipality within the next 10 years; or (d) contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas. The County initiated the current 5-year update process in January 2011 by sending a letter (attached) from the County Manager to each municipality requesting a written response, indicating whether the municipality was interested in revising its Reserve Area or maintaining it as adopted in 2006. As of March 7, the County has received a response from eight of the nine municipalities. Seven of the municipalities including Alachua, Archer, Hawthorne, High Springs, LaCrosse, Newberry, and Waldo have indicated that they do not desire a change in their Reserve Areas. The City of Gainesville has indicated a desire to change its currently adopted Reserve Area and City staff has advised County staff that it plans to take the proposed update and statement of services to the City Commission in April, 2011 and anticipates having an adopted recommendation for County review by the beginning of May, 2011. The Town of Micanopy has not responded to the Manager's letter and followup phone calls and e-mails. The County's Annexation Team has reviewed the Reserve Areas and recommends maintaining the Reserve Areas as adopted in 2006. The Team has also reviewed the Statements of Services adopted in 2006 and identified some changes in the detailed descriptions of services provided since 2006 but does not consider those changes in descriptions of services before and after annexation to affect the reserve area designations necessitating formal hearings under the BAA.

Issues

(1) Does the Board of County Commissioners desire to make changes to the annexation reserve areas as part of the 5-Year Review under the BAA or maintain the reserve areas as adopted in 2006?(2) If the City of Gainesville Commission decides it wants to proceed with submitting a proposed change (as City Staff has indicated it plans to in May), then the County will be required to initiate a public hearing in accordance with the BAA to consider the proposed change.

Fiscal Recommendation

NA

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)
NA

Attachment: Boundary Adjustment Act Excerpts.pdf
Attachment: County Letters to Cities.pdf
Attachment: Reserve Areas Map 2006.pdf
Attachment: Reserve Areas Map Current City Limits.pdf
Attachment: Response Letters from Cities.pdf
Attachment: Powerpoint Presentation.pdf

Resolutions/Agenda Backup for:

5 Year Review of Reserve Areas

and

Statements of Services under Boundary Adjustment

For the March 22, 2011 Regular BOCC Meeting

(only copy please leave on the Manager's Table)

Excerpts from the Boundary Adjustment Act Relating to Reserve Areas, Statement of Services and 5-Year Review and Update

Special Act Adopted by Florida Legislature for Alachua County – Laws of Fla., ch. 90-496 and amended by Laws of Fla., ch. 91-382, 93-347 and codified in the Alachua County Administrative Code, Chapter 225.

Chapter 225, Alachua County Code

Sec. 225.04. Definitions.

(15) *Reserve area* means an area designated pursuant to section 225.05 of this chapter or as otherwise designated by special act as an area reserved for annexation by a municipality pursuant to the procedures set forth in this act.

(17) *Urban in character* means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes, including any parcels of land retained in their natural state or kept free of development as greenbelt areas.

(19) *Urban services* means any services, other than electric utility services, provided by a municipality on substantially the same basis and in the same manner, either directly or by contract, to its present residents.

Sec. 225.05. Establishment of reserve areas.

(1) Not later than January 31, 1991, the county and each municipality shall give public notice and shall hold a hearing on the designation of reserve areas.

(2) Not more than 90 days after each hearing, the municipality shall designate, on a map or maps, a proposed reserve area or reserve areas for itself, and the county shall designate, on a map or maps, proposed reserve areas for each of the municipalities within its boundaries. Such proposed reserve areas shall meet the criteria specified in section 225.06.

(3) The county shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the county to residents of its proposed reserve areas; any capital facilities being used to provide such services in the proposed reserve areas; and any plans it has to provide additional services or to provide services other than electric utility services to additional areas within its proposed reserve areas. The county shall also include in the statement an identification of the land uses and densities and intensities which are permitted in the proposed reserve areas by the county's comprehensive plan. The county shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(4) Each municipality shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the municipality to residents of the municipality's proposed reserve area or areas; any capital facilities being used to provide such services in the proposed reserve area or areas; and any plans the municipality has to provide such additional services other than electric utility services or to provide services to additional areas within its proposed reserve area or areas. Each municipality shall also include in the statement an identification of the land uses and densities and intensities of development it deems most appropriate for its proposed reserve area or areas. The municipality shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(5) (a) Not later than seven days after the deadline for designation of proposed reserve areas, the county and each municipality shall submit a copy of the map or maps of its proposed reserve area or areas and the statements required by subsections (3) and (4) to the other municipalities within the county in which such municipality lies and each municipality shall make the same submission to the county.

(b) If a municipality or the county fails to submit its proposed reserve area designation and the required accompanying statement within seven days after the deadline for designation as required by this subsection, it waives all rights to participate in any proceedings conducted under this section for five years. No reserve area shall be designated for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection. Accordingly, the county, or the most populous municipality which is eligible to perform the duties required by this section, is prohibited from designating a reserve area for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection.

(6) The municipalities within the county and the county itself shall attempt, through informal negotiation or mediation, assisted, upon request, by the regional planning council or other mediator mutually acceptable to the county and the municipality or municipalities negotiating with the county, to eliminate any conflicts or overlaps in the proposed reserve area designations, and the positions of the county and the municipalities within the county with regard to the statements required by paragraphs (7)(a), (b), (c), and (d). Such negotiations shall be completed not later than 120 days following the deadline for designation of proposed reserve areas.

(7) After the informal negotiation, but not more than 90 days after the end of the 120-day period permitted for negotiation pursuant to subsection (6), the county shall adopt a final reserve area designation for each of the municipalities within its boundaries and shall submit copies of such designation to each municipality within its boundaries. The county shall also adopt a statement for each reserve area stating:

(a) Whether the comprehensive plan and land use regulations of the county or the municipality for which the reserve area is designated shall apply prior to its being annexed.

(b) Whether the municipality or the county shall enforce and administer the comprehensive plan and how proceeds from fines and fees charged pursuant to such enforcement will be distributed.

(c) Which services identified pursuant to this section the county shall provide and which services the municipality shall provide in the reserve area, both before and after annexation, and how these services will be financed.
(d) Any other matters related to the reserve area designation on which there is agreement.
Such statements shall include only statements on which there is agreement between the county and the municipality for which the reserve area has been designated. Prior to adopting the designation and statements pursuant to this subsection, the county shall give public notice and shall hold a public hearing. The designations of reserve areas made by the county pursuant to this subsection shall be limited to resolving any remaining areas of overlap and conflict in the initial designations made pursuant to subsections (1), (2), (3), and (4) and shall incorporate agreements made pursuant to the informal negotiations. The reserve areas designated by the county under this subsection shall be the reserve areas for the municipalities unless a municipality or affected person challenges the designation of a reserve area pursuant to subsection (8). The county shall submit copies of the final designations and statements to each municipality which has not waived its rights to participate in proceedings under this section. If the county has failed to submit a reserve area designation and statements as required under subsection (5), the most populous municipality therein which has submitted a reserve area designation and statements as required under subsection (5) shall perform the duties of the county pursuant to this subsection. If the county did designate a reserve area and submitted statements as required under subsection (5) but fails to perform the duties required by this subsection, the most populous municipality therein which is eligible to perform the duties required by this subsection shall perform such duties and the county shall have waived its rights to participate in any proceedings conducted under this section for five years. Any municipality failing to perform its duties as required hereunder shall have waived its rights to participate in any proceedings conducted under this section, and its right to have a reserve area designated for it, for five years. Failure of the county to adopt the final reserve area designations for each of the municipalities as required by this subsection shall extend the 90-day time limit for an additional 90 days for the next succeeding most populous municipality.
(8)... The final designation and statement adopted by the county shall be effective 61 days after its adoption, unless such designation is challenged by the filing of a petition pursuant to this subsection, in which case the designation shall be effective on the latter of the 61st day after the division's final order. Details of Subsections (8) through (11) and all of Subsection (9) relate to arbitration and administrative proceedings and hearings are omitted.
(Laws of Fla., ch. 90-496, § 5; Laws of Fla., ch. 91-382, § 3)

Sec. 225.06. Criteria for designating reserve areas.

Reserve areas designated for a municipality shall comply with the following criteria:
(1) Reserve areas designated for a municipality shall:
(a) Be adjacent to the municipality.
(b) Be urban in character or likely to become urban in character within the next ten years.

(c) Be areas in which population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

(2) Reserve areas designated for a municipality shall not:

(a) Contain areas outside the county in which the municipality lies, contain areas within the corporate limits of another municipality, or contain areas within another municipality's reserve area.

(b) Contain areas which could be provided with urban services more efficiently by the county or other municipality.

(c) Contain areas which cannot reasonably be foreseen to be provided with the urban services provided by the municipality within the next 10 years.

(d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

(Laws of Fla., ch. 90-496, § 6; Laws of Fla., ch. 91-382, § 4)

Sec. 225.07. Procedure for amending reserve area designations and statements.

(1) Every five years after the final designation of all of the reserve areas in the county, each municipality in the county shall review its reserve areas and accompanying statements and the county shall review all of the reserve areas and accompanying statements for municipalities within the county.

(2) Based on the review, if the county desires a change in any of the reserve area designations or statements, or if a municipality desires a change in its own reserve area designations and statements, the county shall, within 90 days after the initiation of the review, notify all municipalities in the county and, in the case of a municipality desiring a change, the county. The notice shall include the proposed changes in reserve area designations and statements. The county or municipality shall also notify the regional planning agency of the desired changes in reserve areas and statements.

(3) Municipalities desiring a change in their own reserve areas or statements, the county, and any other municipality affected shall participate in the proceedings required pursuant to section 225.05, adjusting such proceedings as may be required to accommodate amendments to designations and statements, rather than proposals for them.

(4) Municipalities not desiring to change their designations and statements, and not affected by proposals of the municipalities or by the county's proposals regarding changes, need not participate in proceedings under this section.

City of Alachua

MAYOR GIB COERPER
Vice Mayor Gary Hardacre
Commissioner Ben Boukari, Jr.
Commissioner Orien Hills
Commissioner Robert Wilford

OFFICE OF THE CITY MANAGER
TRACI L. CAIN

February 14, 2011

Mr. Randall Reid
County Manager
Alachua County
P.O. Box 2877
Gainesville, Fl 32602-2877

RE: 5-Year Update to City of Alachua Urban Reserves Area (URA)

Dear Mr. Reid,

This is to inform you that the City of Alachua requests no changes to its Urban Services Area (URA) in accordance with Chapter 90-496 and Chapter 92-382, Laws of Florida (Alachua County Boundary Adjustment Act). Further, the City requests no changes to its Extraterritorial Reserve Area (ETA).

The City requests Alachua County to make no changes in the current reserve and extraterritorial boundaries and requests notification, in writing, if such boundaries affecting the City of Alachua are proposed to be amended. The City is actively working to eliminate enclaves and pockets in order to provide better service to its citizens. We appreciate the County's cooperation and look forward to working with County on annexations in the future.

If you have any questions, please feel free to contact me at (386) 418-6100.

Sincerely,

Traci L Cain

Traci. L. Cain
City Manager

Cc: Scott R. Koons, Executive Director, NCFRPC
City of Alachua City Commission
Kathy Winburn, Planning Director
Marian Rush, City Attorney
City Commissioner of the City of Archer, City of Gainesville, City of Hawthorne, City of High Springs, Town of Lacrosse, Town of Micanopy, City of Newberry, and City of Waldo

CITY OF ARCHER

February 15, 2011

Mayor: Frank Ogborn
Vice-Mayor: Marjorie Zander
Commissioner: Gabe Green
Commissioner: Blanch Parker
Commissioner: Roberta Lopez

City Manager
John Glanzer

Mr. Randall Reid
County Manager
Alachua County
P.O. Box 2877
Gainesville, FL 32602-2877

RE: Request to Revise the City of Archer Urban Reserve Area (URA)

Dear Mr. Reid

In response to your letter of January 11, 2011 concerning the 5 year review of Municipal Urban Reserve Areas. After consideration of the current Urban Reserve Area for the City of Archer, the City Commission of Archer moved to maintain the boundary's adopted in January of 2006 for its Urban Reserve Area. While the City of Archer will not be actively involved in the review of any proposed modifications to Urban Reserve Areas of other municipalities we do expect to be kept abreast of the modifications requested and accompanying discussions which will take place.

Sincerely

John Glanzer, City Manager

XC: Scott R. Koons, Executive Director, NCFRPC
City of Archer City Commission
City Commissioners of the City of Alachua, City of Hawthorne, City of High Springs, Town of Lacrosse, Town of Micanopy, City of Newberry, and the City of Waldo
Allan Kaye, City Attorney

16870 SW 134TH AVE., P.O... BOX 39 - ARCHER, FLORIDA 32618-0039
Tel: (352)495-2880 Fax (352)495-2445

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Office of the City Manager
PO Box 490, Station 6
Gainesville, FL 32602-0490
(352) 334-5010
(352) 334-3119 (fax)
www.cityofgainesville.org

February 14, 2011

FEB 14 2011
COUNTY MANAGER
Scanned cc: RDrummond
Shadnight
K Zeichner
R Williams

Mr. Randall Reid
County Manager
Alachua County
P.O. Box 2877
Gainesville, FL 32602-2877

RE: Request to Revise the City of Gainesville Urban Reserve Area (URA)

Dear Mr. Reid:

In accordance with Chapter 90-496 and Chapter 92-382, Laws of Florida (Alachua County Boundary Adjustment Act), please accept this letter as formal notification of the City of Gainesville's desire to change the currently adopted Gainesville Urban Reserve Area.

We would like to proceed with the steps outlined in the Alachua County Boundary Adjustment Act. If you have any questions, please call Lila Stewart, Senior Strategic Planner, at (352) 393-8588.

Sincerely,

Russ Blackburn
City Manager

XC: Scott R. Koons, Executive Director, NCFRPC
City of Gainesville City Commission
City Commissioners of the City of Alachua, City of Archer, City of Hawthorne, City of High Springs, Town of Lacrosse, Town of Micanopy, City of Newberry, and the City of Waldo
Marion Radson, City Attorney
Bob Hunzinger, General Manager for Utilities
Becky Rountree, Administrative Services Director

City of HAWTHORNE Florida

6700 SE 221st Street
PO Box 1270
Hawthorne, FL 32640
Telephone (352) 481-2432
Fax (352) 481-2437

February 3, 2011

Mr. Ken Zeichner, AICP, Principal Planner
Alachua County Growth Management Department
10 Southwest 2nd Avenue
Gainesville, Florida 32601

RECEIVED
02-07-11
AC Growth Mgt.

Re: 5-Year Update of Reserve Area and Statement of Services for the City of Hawthorne Pursuant to the Alachua County Boundary Adjustment Act

Mr. Zeichner:

This letter serves as a response to the letter dated January 11, 2011 sent by Alachua County requesting input on the referenced subject. At its February 1 2011 regular meeting, the City Commission of the City of Hawthorne heard a short presentation from Staff regarding the Boundary Adjustment Act, the adopted Reserve Area, and the associated Statement of Services. After the presentation, the Commission indicated that the City should not pursue amendments to the adopted Urban Reserve of the City of Hawthorne.

However, as the City has seen changes in its practices over the last five years, the Commission directed that City Staff work with Staff of Alachua County to investigate the process for amendment of the Statement of Services for the City of Hawthorne. City Staff is currently working to develop a draft document that would illustrate the proposed changes to the Statement of Services and will provide a copy to you after its review by the City Commission.

Should you have additional questions, please feel free to contact Chris Dawson who is serving as the City Planner.

Sincerely

Ellen Vause

Ellen Vause
Interim City Manager, City of Hawthorne

City of High Springs
110 NW 1st Avenue
High Springs, Florida 32643

Telephone (386) 454-1416
Facsimile: (386) 454-2126
Web: www.city.highsprings.com

OFFICE OF THE CITY MANAGER

Mr. Randall Reid,
County Manager
Alachua County
P.O. Box 2877
Gainesville, FL 32602-2877

RE: Request to Revise the City of High Springs Urban Reserve Area (URA)

Mr. Reid,

In accordance with the Alachua County Boundary Adjustment Act, please allow this letter to serve as formal notification that the City of High Springs wishes to maintain the existing Urban Reserve Area and does not wish to make modifications to our area. Though we respect the wishes of other municipalities to modify their Urban Reserve Areas, we ask that we be informed of such requests for changes to any of the municipalities that adjoin High Springs for the purposes of long range planning.

If you have any questions or comments about High Springs' Urban Reserve Area, please contact Christian Popoli, our City Planner at 386-454-1416, Ex 230, or via email at cpopoli@highsprings.us

Sincerely,

Jenny Parham

Jenny Parham, City Manager

XC: Scott R. Koons, Executive Director, NCFRPC
City Commissioners for the City of High Springs
The City Commissioners for the City of Newberry, The City of Alachua, The City of Gainesville, The City of Archer, The City of Waldo, The Town of Micanopy, The Town of Hawthorne and the City of La Cross, High Springs City Attorney Thomas DePeter.

Town of LaCrosse
P.O. Drawer D
LaCrosse, Florida 32658
386-462-2784/Fax 386-462-5905
lacrosse386@windstream.net

Date: February 17, 2011

Randall Reid
Alachua County Manager
P.O. Box 2877
Gainesville, Florida 32602

Re: 5 Year Review and Update of Reserve Areas

Mr. Reid:

At the regular meeting held on Monday, February 14, 2011, the LaCrosse Town Council moved to maintain the current designated urban reserve area. However, if an adjoining municipality requests to modify their urban reserve area, the town would like to be notified.

Sincerely,

C. Dianne Dubberly
Mayor

CITY OF NEWBERRY

P.O. Box 369, Newberry, Florida 32669
(352) 472-2161 ▯ FAX (352) 472-3998

January 25, 2011

Mr. Randall Reid
County Manager
Alachua County
P.O. Box 2877
Gainesville, FL 32602-2877

JAN 31 2011
COUNTY MANAGER

cc Stachnicht
R Drummond

RE: Request for No Change to City of Newberry Urban Reserve Area (URA)

Dear Randy:

In accordance with Chapter 90-496 and Chapter 92-382, Laws of Florida (Alachua County Boundary Adjustment Act), please accept this letter as formal notification for no change to the City of Newberry Urban Reserve Area, as well as the Extraterritorial Reserve Area.

The City is committed to the Countywide Visioning Policies, and in an effort to reinforce these policies, the City would appreciate no change in the current reserve and extraterritorial boundaries. Newberry will be attempting over the next five years to eliminate enclaves and pockets in an effort to enable better service potential to properties within the City limits in the future.

The City will be providing a Five Year Urban Reserve Report and resolution to support this request in February 2011.

Also, by copy of this letter the North Central Florida Regional Planning Council is also notified of this request of no change in accordance with the provisions of the Boundary Adjustment Act.

If you have any questions concerning this matter, please do not hesitate to contact me at (352) 472-2161.

Sincerely,

Keith R. Ashby

Keith Ashby
City Manager

xc: Scott R. Koons, Executive Director, North Central Florida Regional Planning Council
City of Newberry City Commission
City Commissioners of the City of Alachua, City of Archer, City of Gainesville, City of Hawthorne, City of High Springs, Town of Lacrosse, Town of Micanopy, and City of Waldo
Scott Walker, City Attorney

CITY OF WALDO
P.O. Drawer B
Waldo, FL 32694-0802
Established 1859

Office: 352-468-1001
Fax: 352-468-2482

RECEIVED 01-24-11 Growth Mgt.

January 20, 2011

Randy Reid, County Manager
Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, Florida 32602

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under the Boundary Adjustment Act

Dear Mr. Reid,

In response to your letter dated, January 11, 2011, we would like to maintain the Reserve Area for the City of Waldo as adopted in 2006.

If you have any questions or need further information feel free to give me a call.

Sincerely,

Kim A. Worley
City Manager
Cell # 352-258-6921

XC: John K. McPherson, City Attorney
Laura Dedenbach, City Planner
Board of County Commissioners
David Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mrs. Traci Cain, City Manager
City of Alachua
15001 SW 140th Street
Alachua, FL 32615

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mrs. Cain,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-08 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Alachua in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

Thank you for your attention to this matter.

In Public Service,

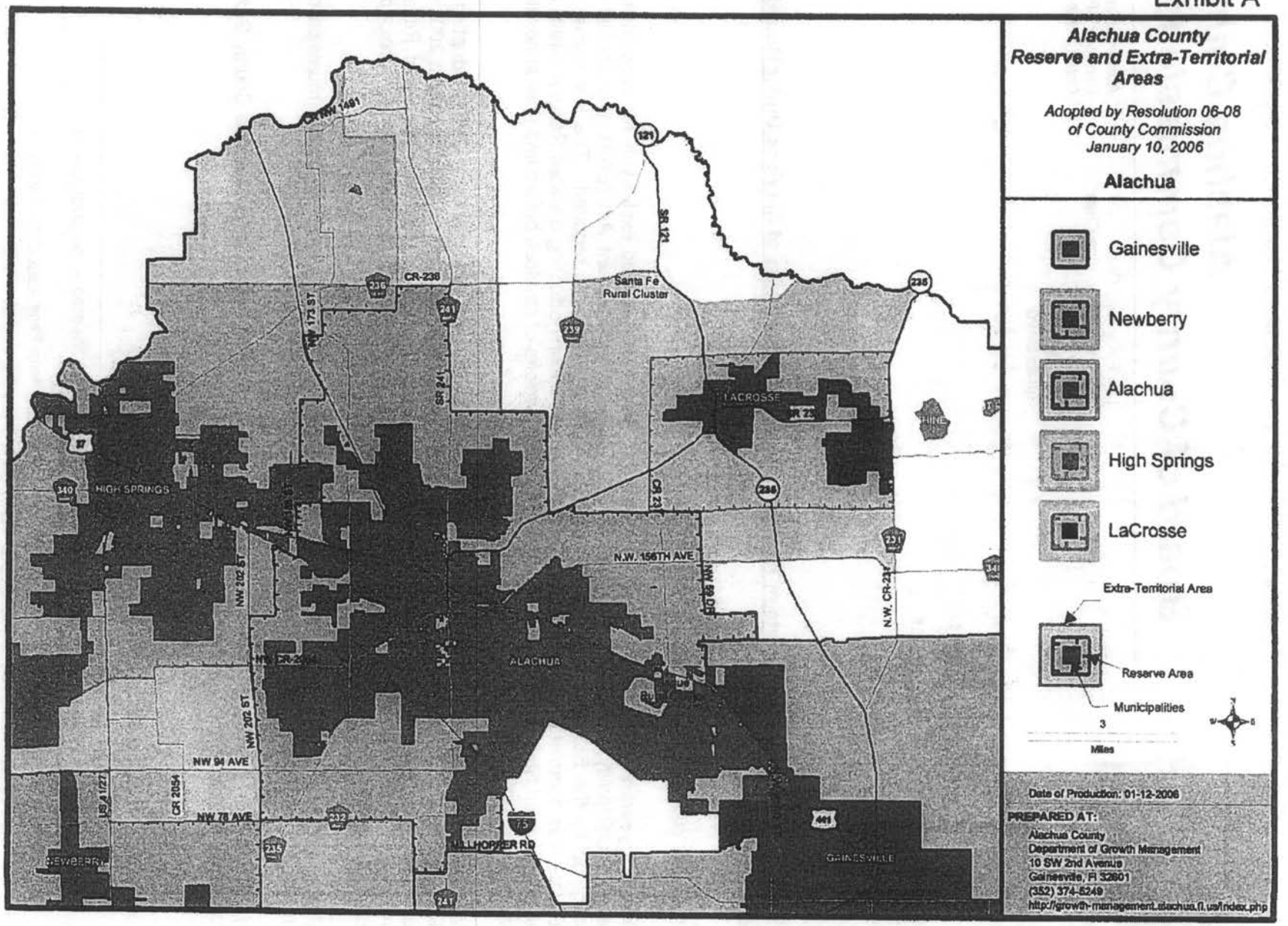
Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners – Maps only
David W. Wagner, County Attorney – Maps only
Richard Drummond, Assistant County Manager – Maps only
Steve Lachnicht, Director of Growth Management – Maps only
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –

- -Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
- -2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-08
of County Commission
January 10, 2006
Alachua
Gainesville
Newberry
Alachua
High Springs
LaCrosse
Extra-Territorial Area
Reserve Area
Municipalities
3
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php
CR NW 1491
CR-236
Santa Fe
Rural Cluster
SR 121
NW 173 ST
SR 241
LACROSSE
HIGH SPRINGS
CR 231
N.W. 156TH AVE
NW 202 ST
NW 94 AVE
NW 78 AVE
CR 2054
US 41/27
NEWBERRY
ALACHUA
MILLHOPPER RD
GAINESVILLE
N.W. CR-231

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mr. John Glanzer, City Manager
City of Archer
P.O.B. 39
Archer, Florida 32618

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mr. Glanzer,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-12 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Archer in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

Thank you for your attention to this matter.

In Public Service,

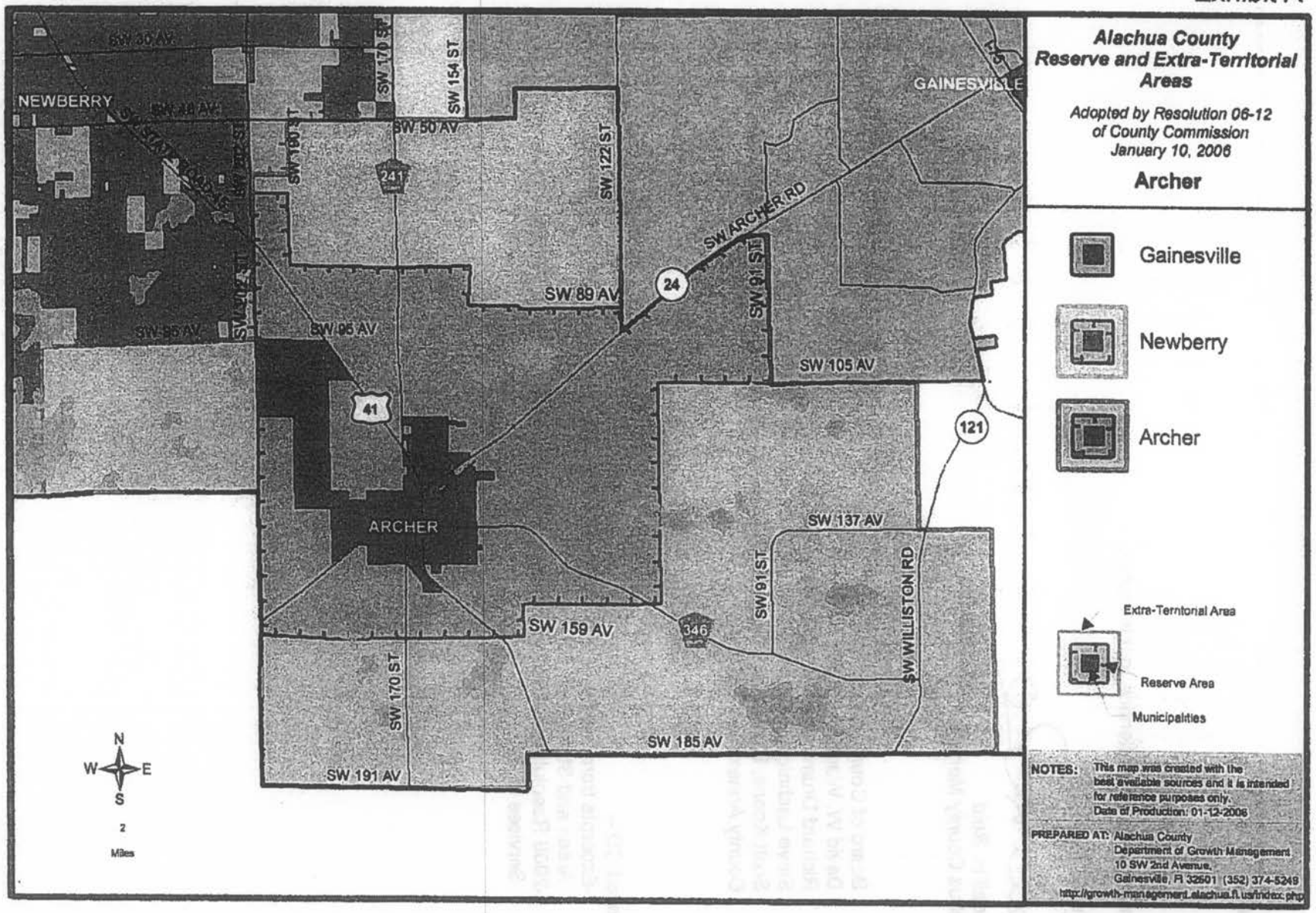
Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –

-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-12
of County Commission
January 10, 2006
Archer
Gainesville
Newberry
Archer
Extra-Territorial Area
Reserve Area
Municipalities
NOTES: This map was created with the best available sources and it is intended for reference purposes only.
Date of Production: 01-12-2006
PREPARED AT: Alachua County
Department of Growth Management
10 SW 2nd Avenue,
Gainesville, Fl 32601 (352) 374-5249
http://growth-management.alachua.fl.us/index.php
NEWBERRY
GAINESVILLE
ARCHER
SW 30 AV
SW 40 AV
SW 50 AV
SW 89 AV
SW 95 AV
SW 105 AV
SW 137 AV
SW 159 AV
SW 185 AV
SW 191 AV
SW 170 ST
SW 154 ST
SW 122 ST
SW 91 ST
SW ARCHER RD
SW WILLISTON RD
241
24
41
121
346
N
W
E
S
2
Miles

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mr. Russ Blackburn, City Manager
City of Gainesville
200 E. University Avenue
Gainesville, Florida 32602

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mr. Blackburn,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-09 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Gainesville in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

Thank you for your attention to this matter.

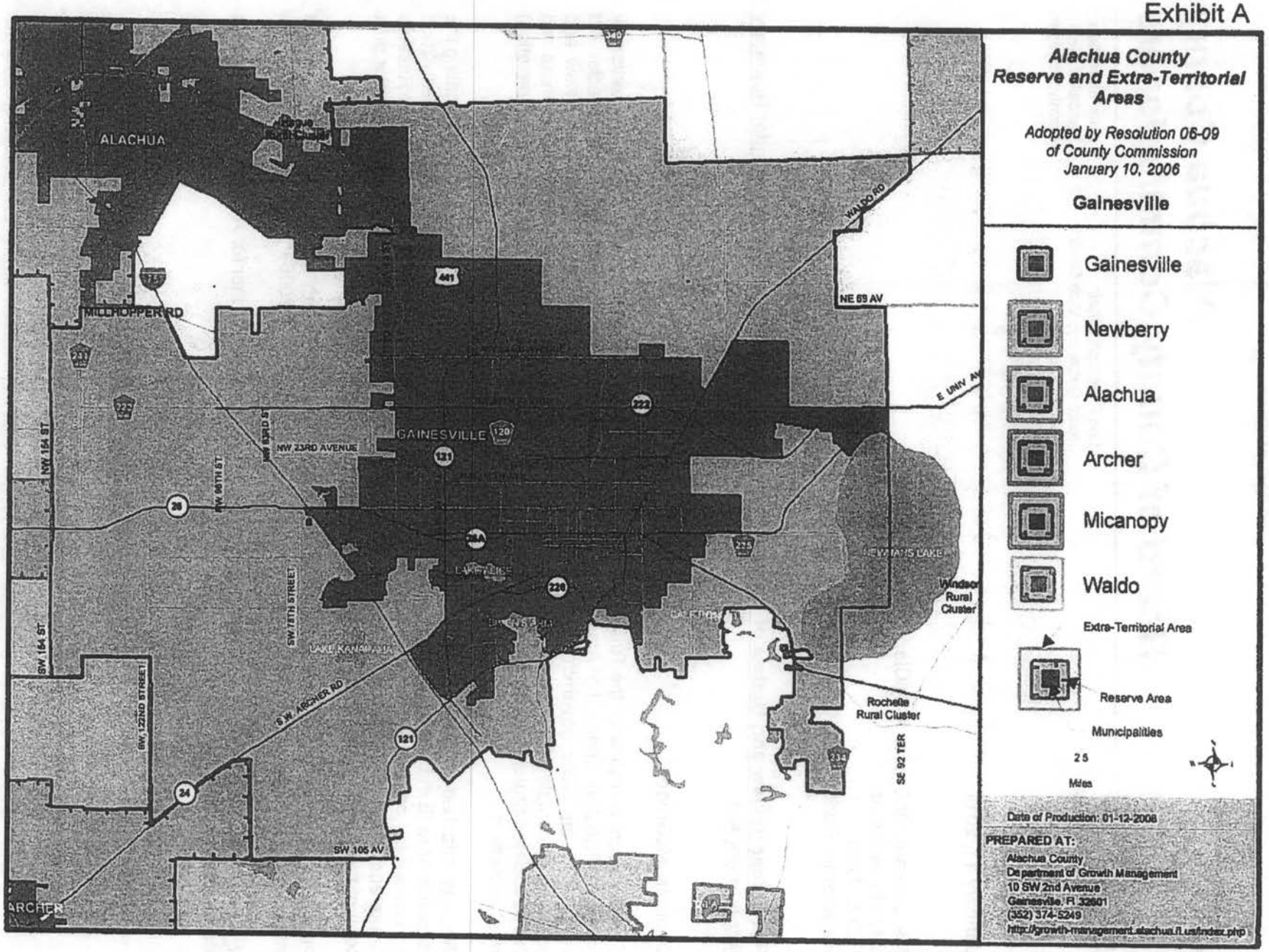
In Public Service,

Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –
-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-09
of County Commission
January 10, 2006
Gainesville
Gainesville
Newberry
Alachua
Archer
Micanopy
Waldo
Extra-Territorial Area
Reserve Area
Municipalities
25
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php
ALACHUA
MICCOSUKEE RD
NW 23RD AVENUE
GAINESVILLE
NW 143RD ST
NW 98TH ST
NW 83RD ST
NE 69 AV
WALDO RD
E UNIV AV
NEWNANS LAKE
Windsor Rural Cluster
Rochelle Rural Cluster
SE 92 TER
SW 75TH STREET
SW 122ND STREET
SW 105 AV
ARCHER

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Ms. Lakesha McGruder, City Clerk
City of Hawthorne
P.O.B. 1270
Hawthorne, Florida 32640-1270

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Ms. McGruder,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-10 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Hawthorne in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

Thank you for your attention to this matter.

In Public Service,

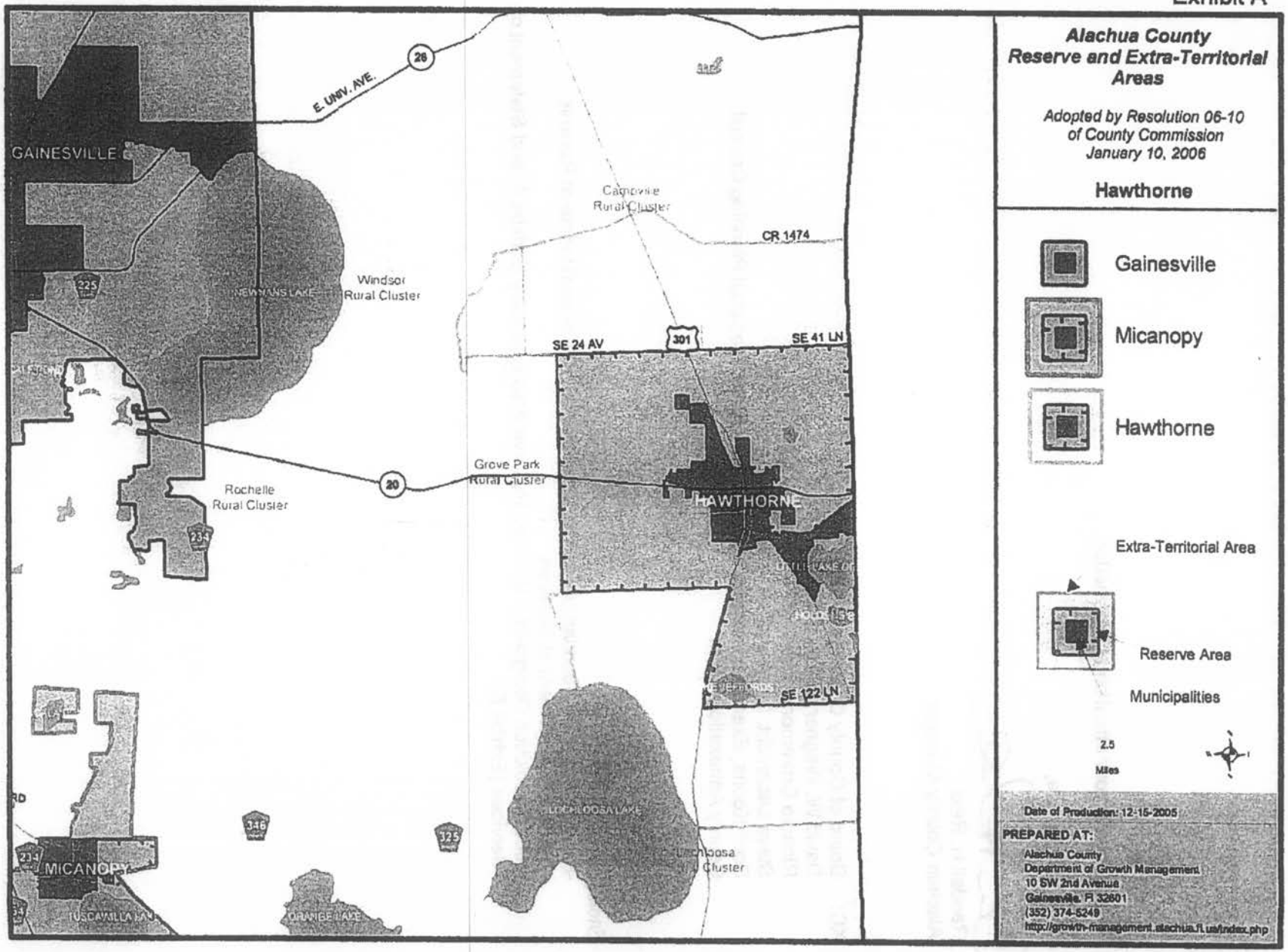
Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –

-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


E. UNIV. AVE.
26
GAINESVILLE
Windsor
Rural Cluster
NEWNANS LAKE
225
Rochelle
Rural Cluster
234
20
Grove Park
Rural Cluster
Campville
Rural Cluster
CR 1474
SE 24 AV
301
SE 41 LN
HAWTHORNE
SE 122 LN
MICANOPY
346
325
ORANGE LAKE
Alachua County
Reserve and Extra-Territorial
Areas
Adopted by Resolution 06-10
of County Commission
January 10, 2006
Hawthorne
Gainesville
Micanopy
Hawthorne
Extra-Territorial Area
Reserve Area
Municipalities
2.5
Miles
Date of Production: 12-15-2005
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Ms. Jenny Parham, Deputy City Clerk
City of High Springs
P.O.B. 1008
High Springs, FL 32655

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Ms. Parham,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-04 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of High Springs in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

Thank you for your attention to this matter.

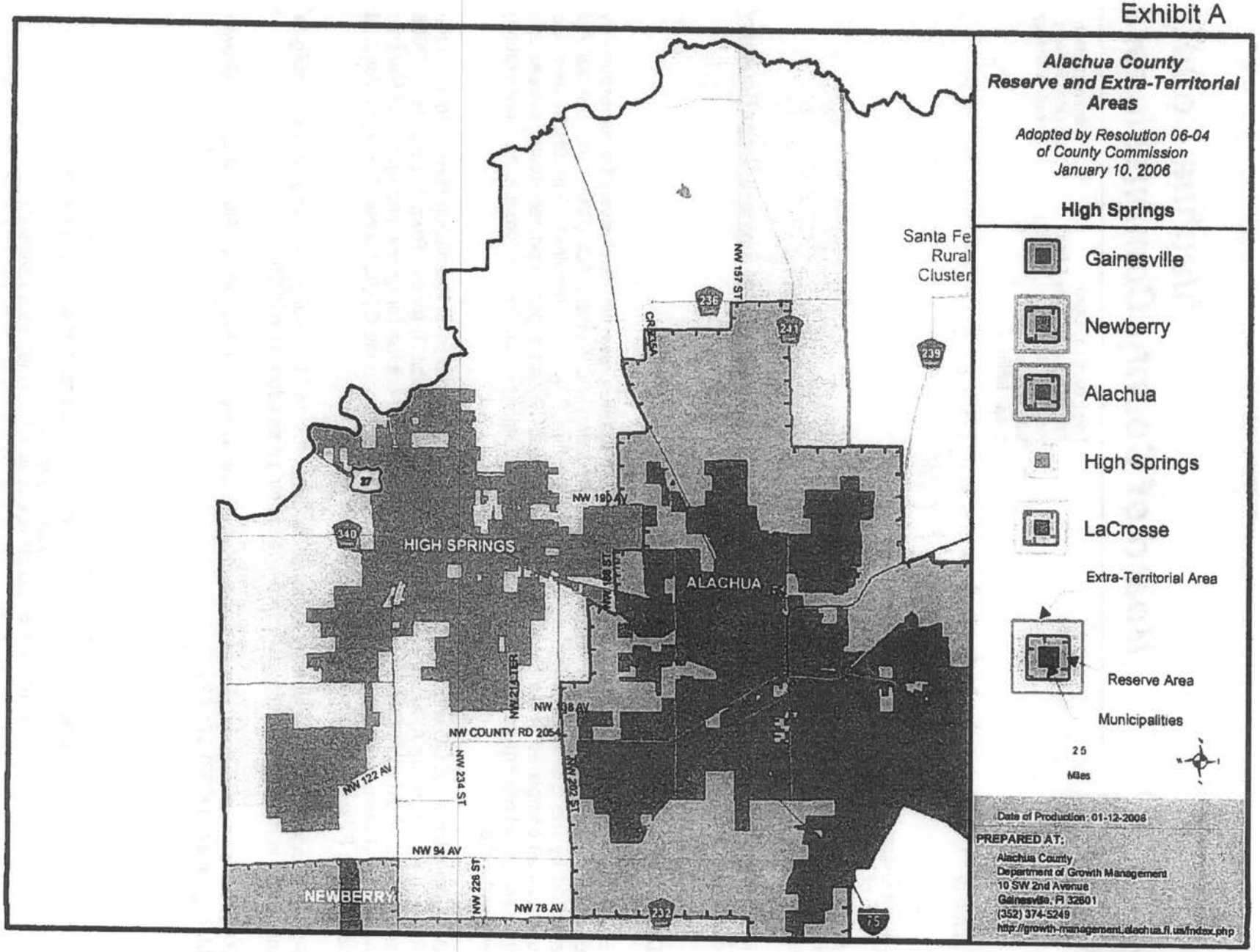
In Public Service,

Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –
-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-04
of County Commission
January 10, 2006
High Springs
Gainesville
Newberry
Alachua
High Springs
LaCrosse
Extra-Territorial Area
Reserve Area
Municipalities
25
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php
HIGH SPRINGS
ALACHUA
NEWBERRY
Santa Fe
Rural
Cluster
NW 157 ST
NW 190 AV
NW 188 AV
NW COUNTY RD 205
NW 122 AV
NW 234 ST
NW 94 AV
NW 228 ST
NW 78 AV
NW 173 ST
NW 203 ST
NW 21 TER
CR 235A
236
241
239
27
340
232
75

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mayor Dianne Dubberly, City Manager
Town of LaCrosse
P.O. Drawer D
LaCrosse, FL 32658

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mayor Dubberly,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-05 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the Town of LaCrosse in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

Thank you for your attention to this matter.

In Public Service,

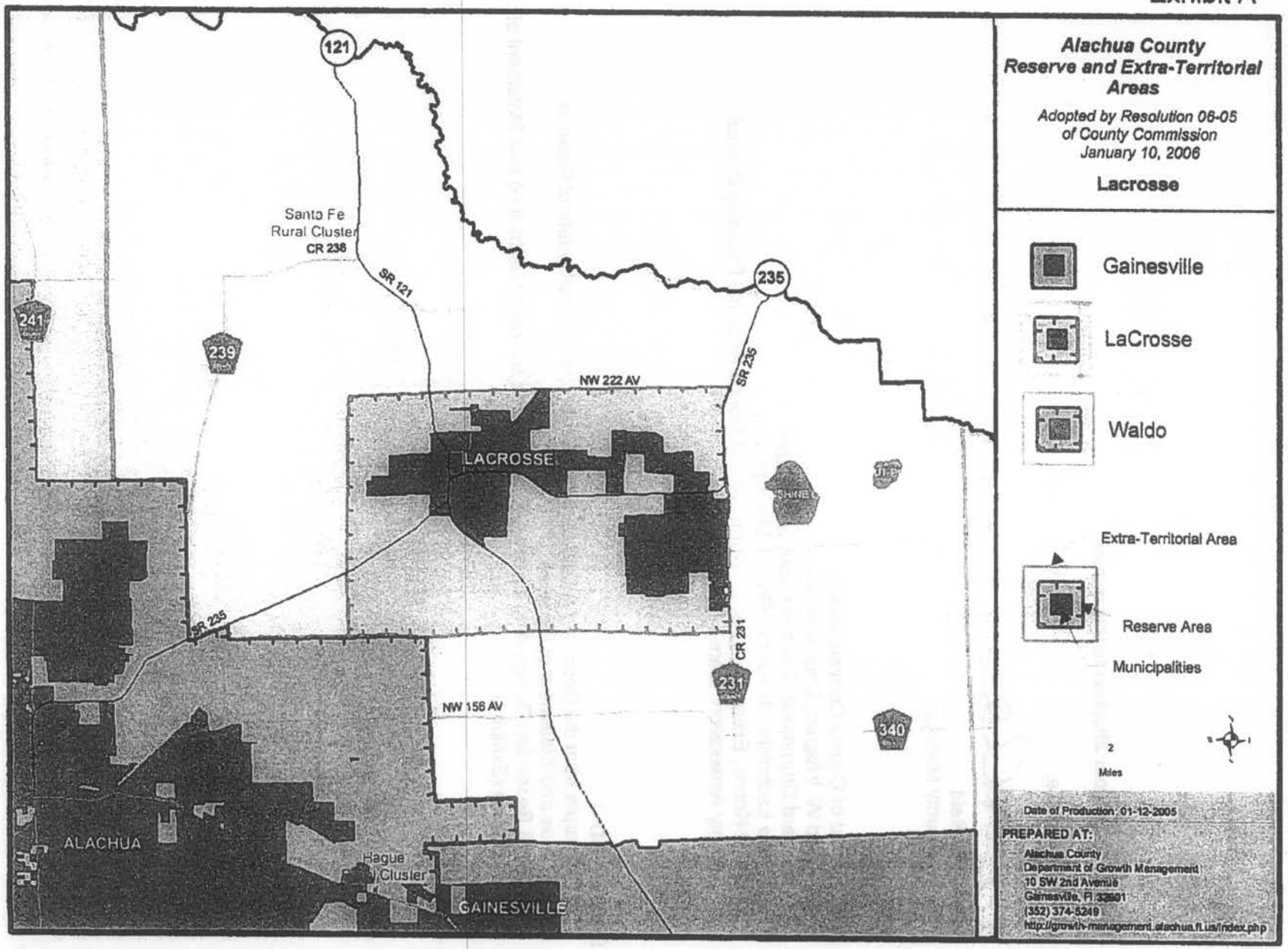
Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –

-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


121
Santa Fe
Rural Cluster
CR 236
SR 121
241
239
235
SR 235
NW 222 AV
LACROSSE
SHINER
SR 235
CR 231
231
NW 156 AV
340
ALACHUA
Hague
Cluster
GAINESVILLE
Alachua County
Reserve and Extra-Territorial
Areas
Adopted by Resolution 06-05
of County Commission
January 10, 2006
Lacrosse
Gainesville
LaCrosse
Waldo
Extra-Territorial Area
Reserve Area
Municipalities
2
Miles
Date of Production: 01-12-2005
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mr. Charles Kelly, Town/Admin. Clerk
Town of Micanopy
577 N. State Road 121
Micanopy, FL 32667

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mr. Kelly,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-11 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the Town of Micanopy in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

Thank you for your attention to this matter.

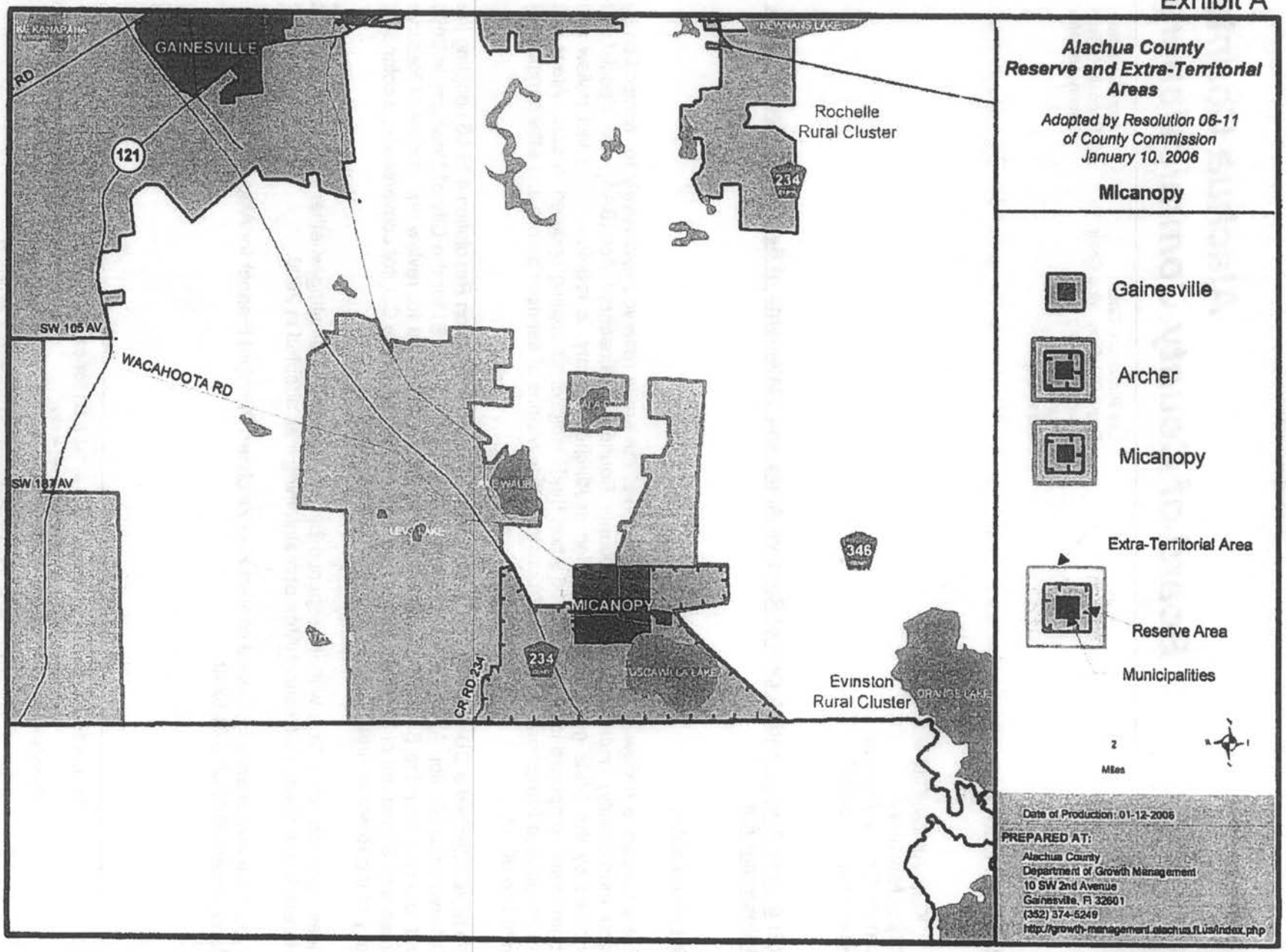
In Public Service,

Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners – Maps only
David W. Wagner, County Attorney – Maps only
Richard Drummond, Assistant County Manager – Maps only
Steve Lachnicht, Director of Growth Management – Maps only
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –
-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


GAINESVILLE
NEWNANS LAKE
Rochelle
Rural Cluster
121
234
SW 105 AV
WACAHOOTA RD
SW 187 AV
MICANOPY
346
234
CR RD 234
TUSCAWILLA LAKE
Evinston
Rural Cluster
ORANGE LAKE
Alachua County
Reserve and Extra-Territorial
Areas
Adopted by Resolution 06-11
of County Commission
January 10, 2006
Micanopy
Gainesville
Archer
Micanopy
Extra-Territorial Area
Reserve Area
Municipalities
2
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Mr. Keith Ashby, City Manager
City of Newberry
480 W. Central Avenue
Newberry, FL 32669

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Mr. Ashby,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-06 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Newberry in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

Thank you for your attention to this matter.

In Public Service,

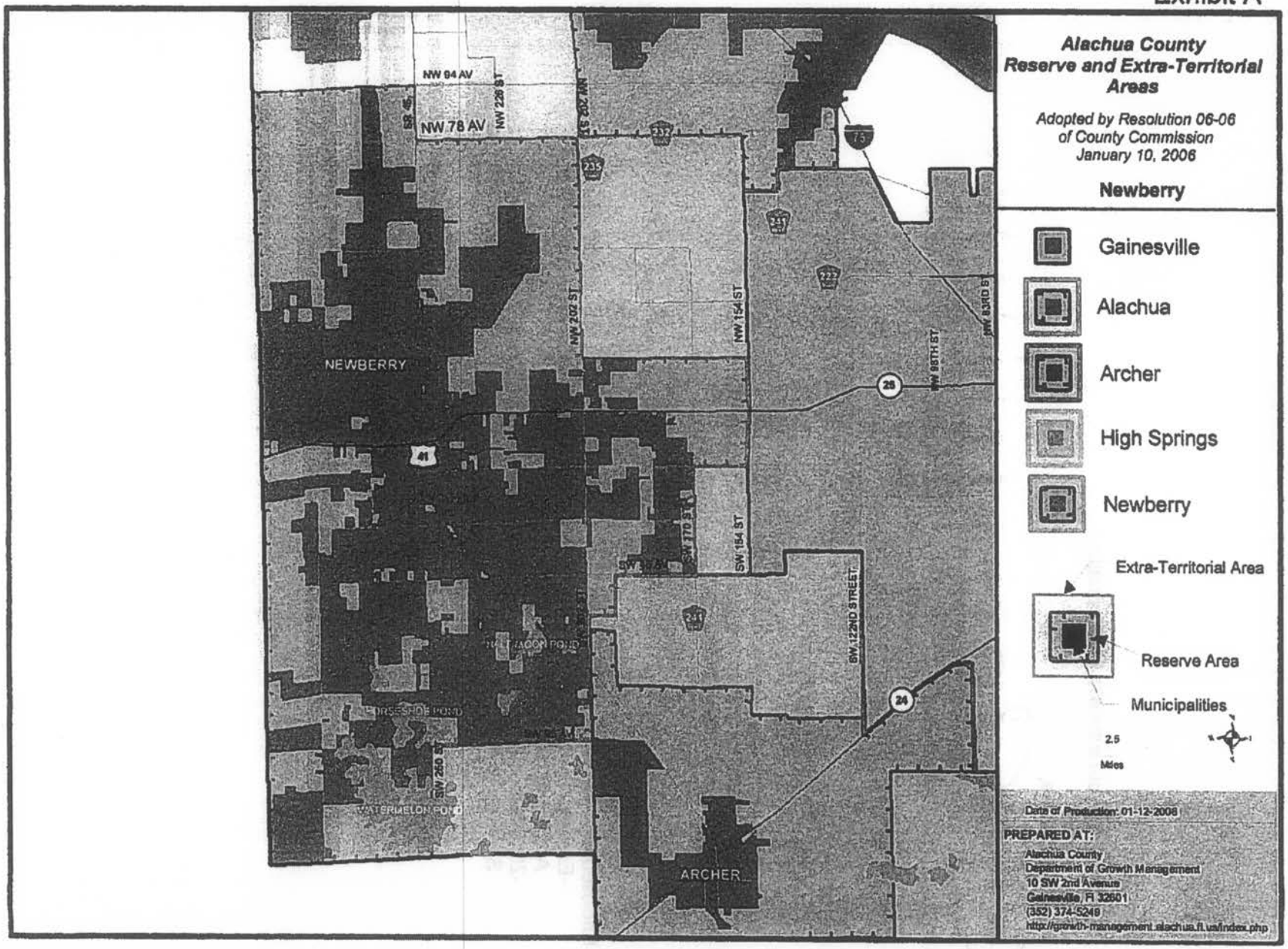
Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

Enclosed CD –

-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-06
of County Commission
January 10, 2006
Newberry
Gainesville
Alachua
Archer
High Springs
Newberry
Extra-Territorial Area
Reserve Area
Municipalities
2.5
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php
NW 94 AV
NW 78 AV
NW 228 ST
NW 202 ST
NW 154 ST
NW 83RD ST
NW 98TH ST
NEWBERRY
SW 170 ST
SW 154 ST
SW 122ND STREET
SW 260 ST
ARCHER
SR 45
41
26
24
235
332
222
241

Alachua County
Board of County Commissioners

Lee Pinkoson, *Chair*
Paula DeLaney, Vice Chair
Rodney J. Long
Mike Byerly
Susan Baird

Administration
Randall H. Reid
County Manager

January 11, 2011

Ms. Kim Worley, City Manager
City of Waldo
P.O. Drawer B
Waldo, FL 32694

RE: 5 Year Review and Update of Reserve Areas and Statements of Services Under Boundary Adjustment Act

Dear Ms. Worley,

Every 5 years a review of the Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) under the Alachua County Boundary Adjustment Act (BAA), the Special Act adopted by the State governing annexation in Alachua County, is required. The last review and update was completed in March of 2006 when the Resolutions adopting updated Reserve Areas and the associated Statement of Services (focusing on provisions of services before and after annexation) went into effect.

We have attached a CD which contains Board of County Commission Resolution #06-07 adopting the Reserve Area (Exhibit A) and the Statement of Services (Exhibit B) for the City of Waldo in 2006 and excerpts from the Boundary Adjustment Act relating to criteria for review and update of Reserve Areas and Statement of Services for your review. In addition to the CD, for convenience, a color print copy of the Reserve Area map (Exhibit A) is also attached.

Please provide me with a written response by February 14th indicating whether your municipality is interested in revising its Reserve Area or maintaining it as adopted in 2006.

If you have any questions, please contact Ken Zeichner, Principal Planner for Alachua County Growth Management at (352) 374-5249.

Thank you for your attention to this matter.

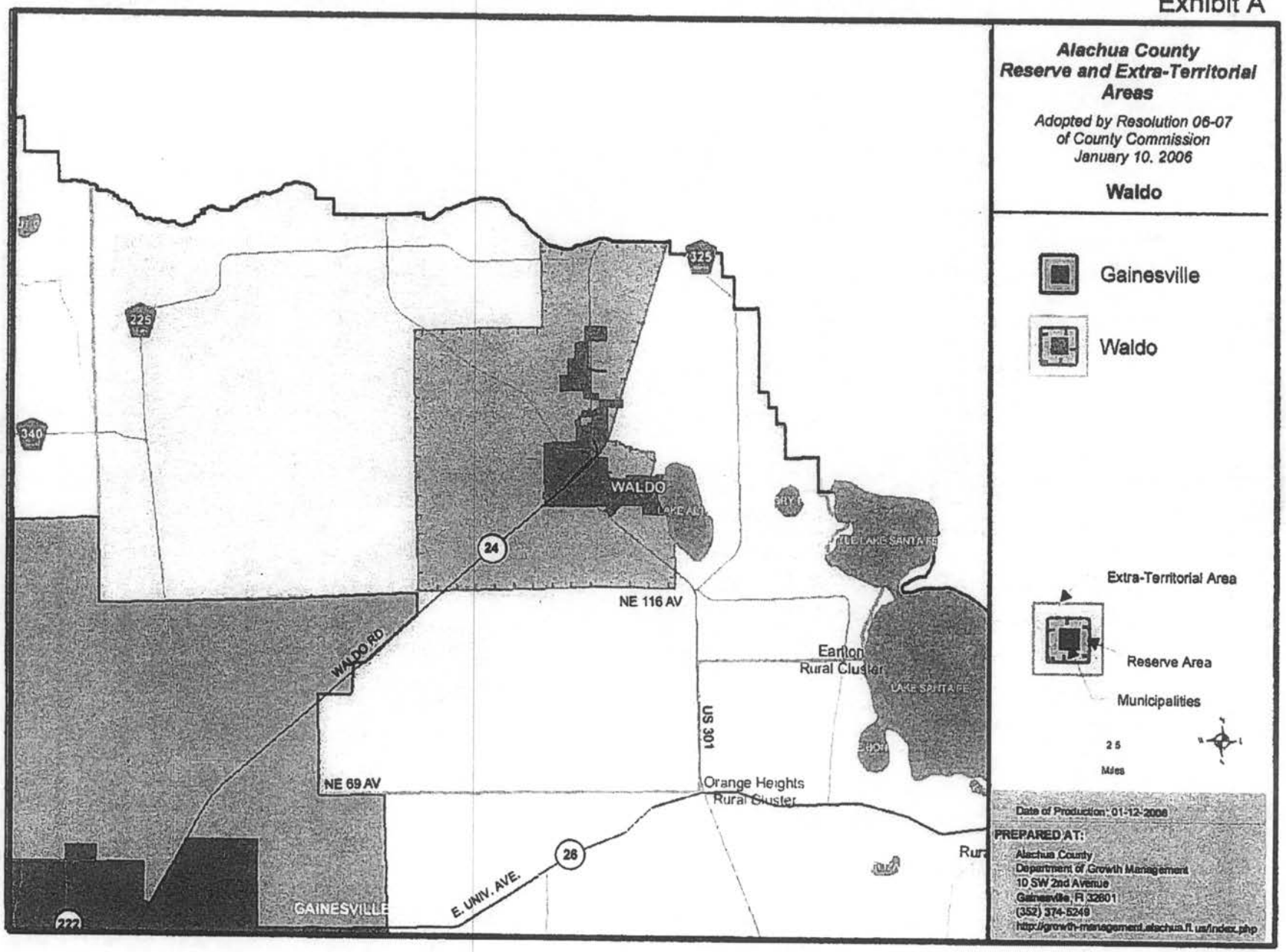
In Public Service,

Randall H. Reid
Alachua County Manager

XC: Board of County Commissioners
David W. Wagner, County Attorney
Richard Drummond, Assistant County Manager
Steve Lachnicht, Director of Growth Management
Scott Koons, Executive Director, North Central Florida Regional Planning Council
County Annexation Team

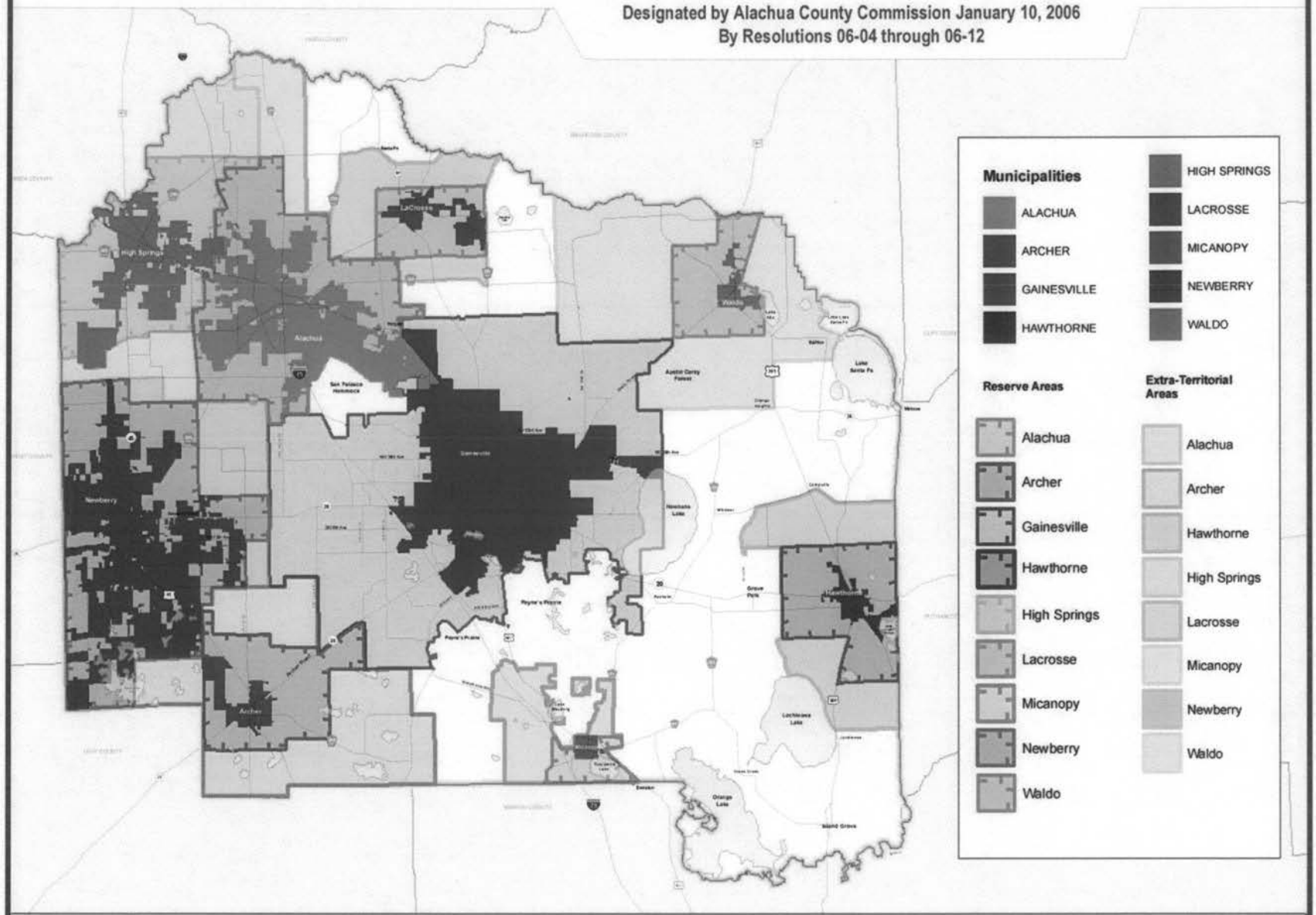
Enclosed CD –
-Excerpts from the Boundary Adjustment Act Related to Review/Update of Reserve Areas and Statement of Services
-2006 Resolution Designating Updated Reserve Area Boundary (Exhibit A) and Statement of Services (Exhibit B)

Exhibit A


Alachua County
Reserve and Extra-Territorial Areas
Adopted by Resolution 06-07
of County Commission
January 10, 2006
Waldo
Gainesville
Waldo
Extra-Territorial Area
Reserve Area
Municipalities
2 5
Miles
Date of Production: 01-12-2006
PREPARED AT:
Alachua County
Department of Growth Management
10 SW 2nd Avenue
Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachua.fl.us/index.php
WALDO
NE 116 AV
WALDO RD
Earlton
Rural Cluster
US 301
NE 69 AV
Orange Heights
Rural Cluster
E. UNIV. AVE.
GAINESVILLE
LAKE SPITAPE
24
26
225
325
340
222

RESERVE AREAS AND EXTRA-TERRITORIAL AREAS

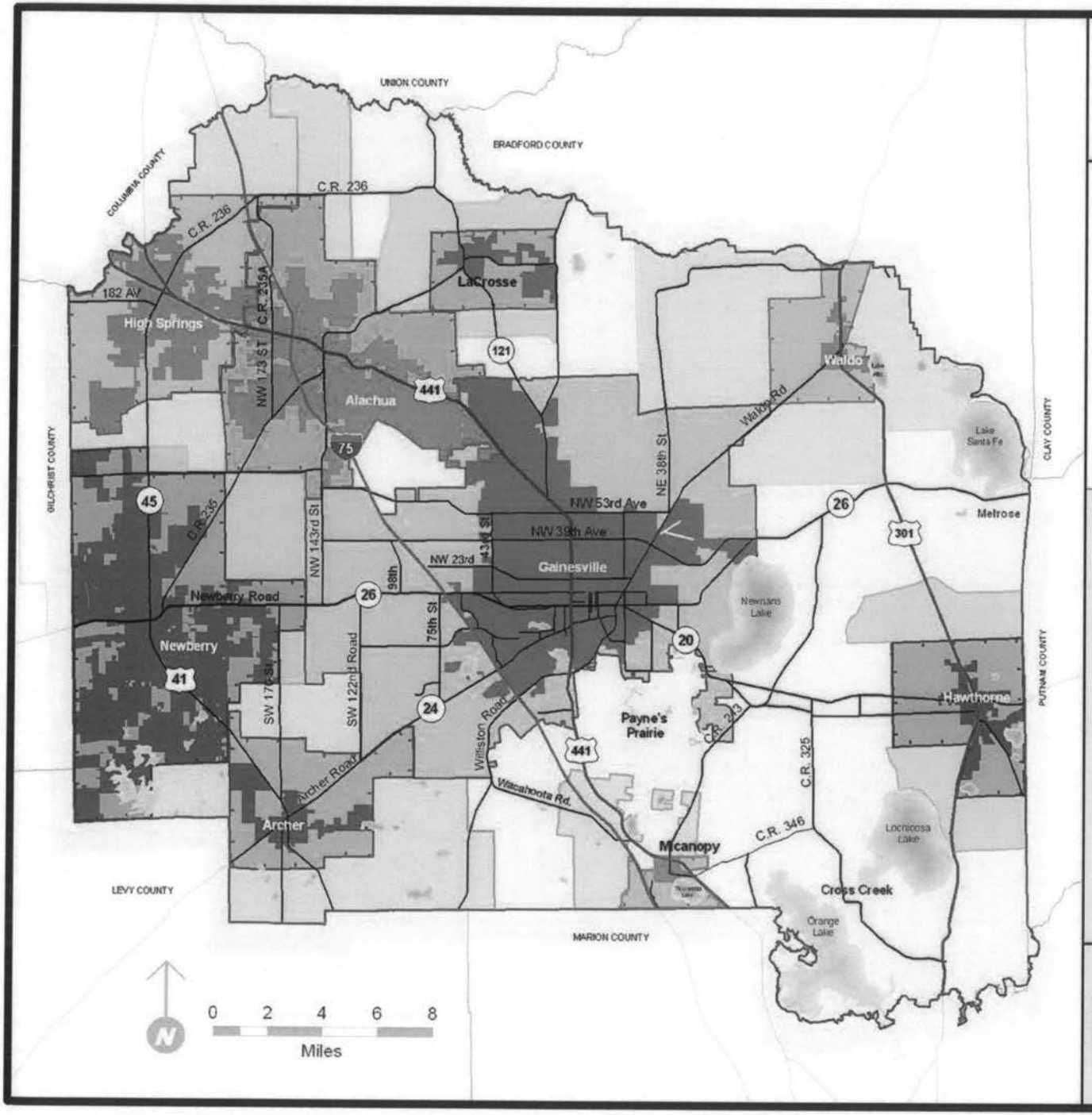
Designated by Alachua County Commission January 10, 2006
By Resolutions 06-04 through 06-12



Poster Size: 36 x 30
Date of Production: 01/12/2006
File on Disk: M:/Projects/Municipalities/BAA_Reserve_Update_2005/BoCC_Approved_011006_Reserves_8x11.mxd

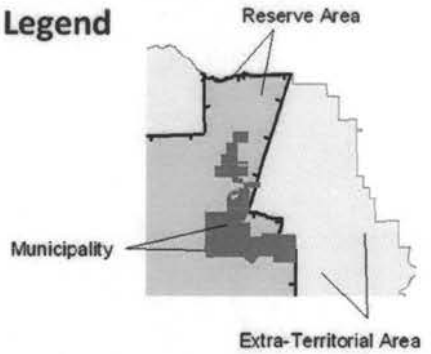
N

Prepared by:
Alachua County Government
Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601
(352) 374-5249
http://growth-management.alachua.fl.us/



MAP 1
Reserve and Extra-Territorial Areas

Legend



Notes:

These boundaries were adopted by the Board of County Commission Resolutions 06-04 through 06-12 on Jan 10, 2006 and became effective on March 13, 2006 pursuant to the Alachua County Boundary Adjustment Act (Chapter 225, Alachua County Code).

Reserve Areas are designated pursuant to the Alachua County Boundary Adjustment Act, a special act of the Florida legislature which governs annexation in Alachua County (Ch.225 of Alachua County Code). The Reserve Areas are the exclusive areas within which the corresponding municipality may annex property. Extra-Territorial Areas have been designated for some municipalities as areas for purposes of joint planning as provided by interlocal agreement.
Date of Production: 03/03/11

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

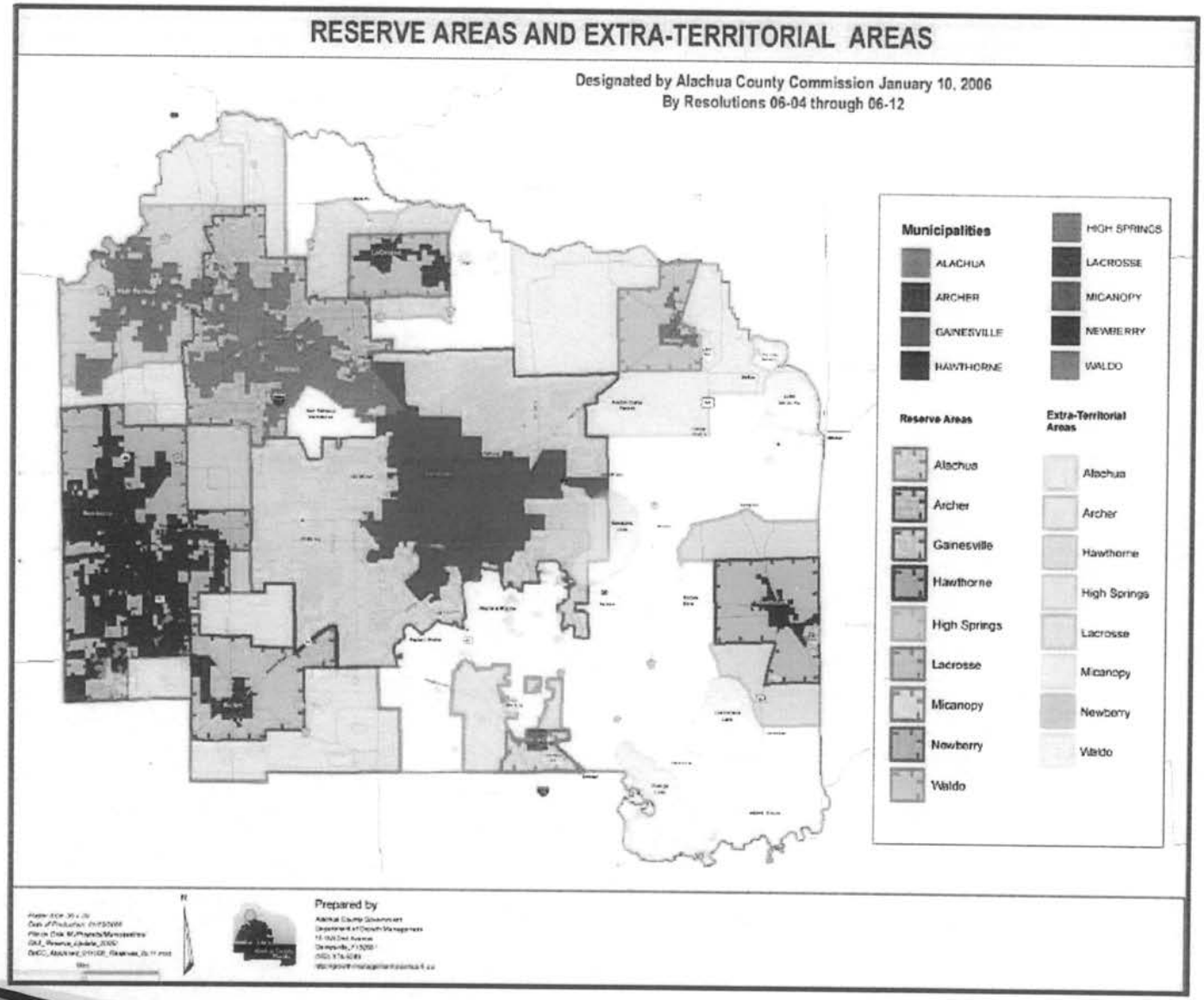
5-Year Review of Reserve Areas and Statements of Services Under Boundary Adjustment Act

BOARD OF COUNTY COMMISSIONERS MEETING
March 22, 2011

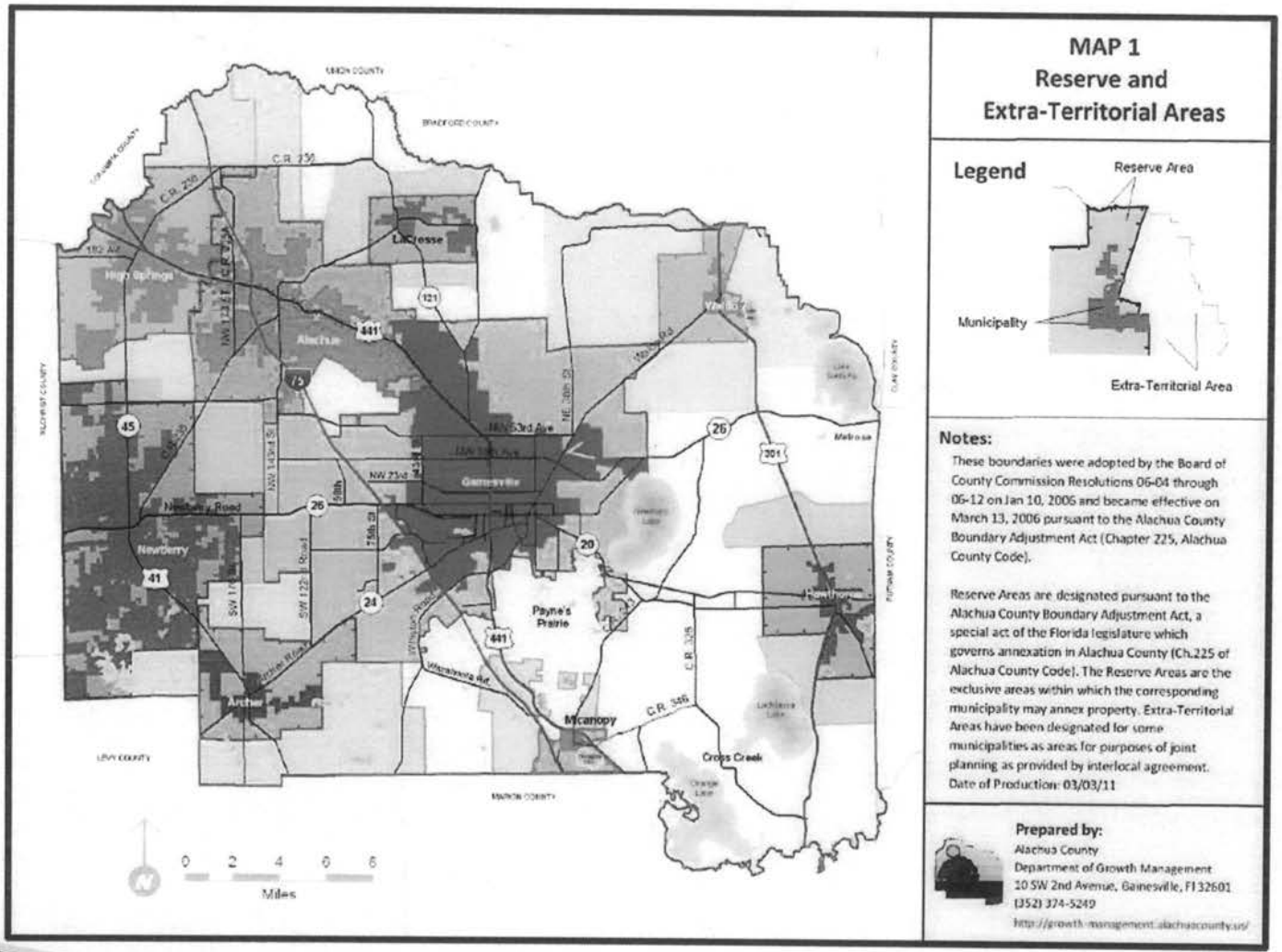
ALACHUA COUNTY BOUNDARY ADJUSTMENT ACT (BAA)

- Special Act adopted by the State in 1990 governing annexation in Alachua County
- Requires review of Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) and Statements of Services by the County and each municipality every 5 years
- Last review and update completed in March 2006

RESERVE AREAS ADOPTED IN 2006



RESERVE AREAS WITH CURRENT CITY BOUNDARIES



CRITERIA FOR RESERVE AREAS

- Section 225.06 of BAA provides that Reserve areas shall comply with the following criteria:

  (a) Be adjacent to the municipality;

  (b) Be "urban in character" or likely to become so within the next ten years;

  (c) Be areas in which population growth should be directed to promote efficient delivery of urban services as detailed in the BAA and "encourage more concentrated urban development".

CRITERIA FOR RESERVE AREAS

Section 225.06 provides that Reserve Areas **shall not:**

a) Contain areas outside the county, within the limits of another municipality or another municipality's reserve area;

b) contain areas which could be provided urban services more efficiently by the county or other municipality;

c) contain areas which cannot reasonably be foreseen to be provided with urban services provided by the municipality within the next 10 years; or

d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

2011 REVIEW PROCESS

- Manager sent letters to each municipality's Manager in January requesting written response indicating whether the municipality was interested in revising its Reserve Area, or maintaining it as adopted in 2006.
- County received written responses from eight of the nine municipalities (Micanopy did not respond).
- Seven of the responding municipalities have indicated no desire to make changes to their Reserve Areas
- City of Gainesville staff has indicated a desire to make changes to its Reserve Area and Statement of Services

2011 REVIEW PROCESS (continued)

- City of Gainesville staff has advised that it plans to take the proposed update and statement of services to the City Commission in April and anticipates having an adopted recommendation for County review by the beginning of May.

- If the City of Gainesville makes a proposal for a change in its Reserve Area, then the County will be required to initiate the public hearing process in accordance with the Boundary Adjustment Act.

RECOMMENDATION

The County Commission determine that it does not desire to change the Reserve Areas and Statements of Services as last adopted under the Boundary Adjustment Act in 2006, and authorize the County Manager to send letters to the City Managers so indicating.

March 22, 2011 Regular Board Meeting
Agenda Item #19

Title
Request direction on borrowing for additional Local Option Gas Tax Projects: CR 231, NW 16th Ave, SW 63rd Blvd/SW 62nd Ave and Gainesville Golf and Country Club

Amount
$11,000,000

Description
Give direction for borrowing on Local Option Gas Tax Projects CR 231, NW 16th Ave, SW 63rd Blvd/SW 62nd Ave. and Gainesville Golf and Country Club

Recommendation
Approve "up-front" financing for the construction of the NW 16th Ave, SW 63rd Blvd/SW 62nd Ave, and CR231 resurfacing projects. Include GGCC construction financing to save costs.

Alternative(s)
Do not approve and advise staff on how to proceed.

Requested By
Richard Hedrick 352-548-1214

Originating Department
Public Works

Attachment(s) Description
Preliminary Bank Numbers

Documents Requiring Action
None

Executive Summary
On May, 18, 2010, the Board approved a motion 5-0 to preliminarily look at the financing of NW 16th Avenue, SW 63rd Boulevard/SW 62nd Avenue, and County Road 231. A preliminary financing plan was done on May 28th, 2010. After approval of the Gainesville Golf and Country Club in August 2010, the preliminary financing was discussed at Financial Planning Group. The FPG recommended coming to the board to get further direction on whether to move forward with the "up-front" financing or continue to "pay as you go" for these projects.

Background
On May, 18, 2010, the Board approved a motion 5-0 to preliminarily look at the financing of NW 16th Avenue, SW 63rd Boulevard/SW 62nd Avenue, and County Road 231. A preliminary financing plan was done on May 28th, 2010. After approval of the Gainesville Golf and Country Club in August 2010, the preliminary financing was discussed at Financial Planning Group. The FPG recommended coming to the board to get further direction on whether to move forward with the "up-front" financing or continue to "pay as you go" for these projects.

Issues

If the Board chooses to move forward with "up-front" financing of the projects, the following will occur: · Financing for the GGCC construction will be included into the financing for the three resurfacing project. No additional costs will be incurred by the County. · CR 231 construction will be divided into two phases. The first phase of the project will be a milling and resurfacing of the existing lanes. The second phase of the project will include bringing the roadway to state standards by adding paved shoulders and guardrail. The first phase of construction would begin early summer of this year 2011. · NW 16th Ave/23rd Ave and SW 62nd Ave/63rd Blvd projects will move forward to construction as soon as design is complete. If the Board chooses not to move forward with "up-front" financing for these projects, the following will occur: · A funding source must be identified to cover the cost of financing the construction of the GGCC project (est. $15,000 to $44,000). · The three resurfacing projects will revert to "pay as you go", and the County will have to wait until the money accrues through revenues received from the five-cent local option gas surtax. Expected construction dates for each are: o NW 16th Ave/23rd Ave…FY2012 o CR 231…… FY2015 o SW 62nd Ave/63rd Blvd…FY2018

Fiscal Recommendation
Approve moving forward with preliminary financing for the Additional Local Option Road Projects and combine this borrowing with the Gainesville Golf and Country Club to save financing costs for the assessment.

Fiscal Alternative(s)
Pay for projects as revenue is collected

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Alachua 2010 Bank Loan Prelim Numbers.pdf

SOURCES AND USES OF FUNDS

County of Alachua, Florida
Series 2010 Bank Loan

Sources:	
Bond Proceeds:	
Par Amount	10,500,000.00
	10,500,000.00
Uses:	
Project Fund Deposits:	
Project Fund	10,440,000.00
Delivery Date Expenses:	
Cost of Issuance	60,000.00
	10,500,000.00

BOND SUMMARY STATISTICS

County of Alachua, Florida
Series 2010 Bank Loan

Dated Date	07/15/2010
Delivery Date	07/15/2010
Last Maturity	02/01/2019
Arbitrage Yield	3.999592%
True Interest Cost (TIC)	3.999592%
Net Interest Cost (NIC)	4.000000%
All-In TIC	4.124019%
Average Coupon	4.000000%
Average Life (years)	5.250
Duration of Issue (years)	4.703
Par Amount	10,500,000.00
Bond Proceeds	10,500,000.00
Total Interest	2,205,026.67
Net Interest	2,205,026.67
Total Debt Service	12,705,026.67
Maximum Annual Debt Service	1,560,000.00
Average Annual Debt Service	1,486,934.20
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	10,500,000.00	100.000	4.000%	5.250
	10,500,000.00			5.250

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,500,000.00	10,500,000.00	10,500,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	10,500,000.00	10,440,000.00	10,500,000.00
Target Date	07/15/2010	07/15/2010	07/15/2010
Yield	3.999592%	4.124019%	3.999592%

BOND PRICING

County of Alachua, Florida
Series 2010 Bank Loan

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	02/01/2012	1,140,000	4.000%	4.000%	100.000
	02/01/2013	1,185,000	4.000%	4.000%	100.000
	02/01/2014	1,232,000	4.000%	4.000%	100.000
	02/01/2015	1,282,000	4.000%	4.000%	100.000
	02/01/2016	1,333,000	4.000%	4.000%	100.000
	02/01/2017	1,386,000	4.000%	4.000%	100.000
	02/01/2018	1,442,000	4.000%	4.000%	100.000
	02/01/2019	1,500,000	4.000%	4.000%	100.000
		10,500,000			

Dated Date	07/15/2010	
Delivery Date	07/15/2010	
First Coupon	02/01/2011	
Par Amount	10,500,000.00	
Original Issue Discount		
Production	10,500,000.00	100.000000%
Underwriter's Discount		
Purchase Price	10,500,000.00	100.000000%
Accrued Interest		
Net Proceeds	10,500,000.00	

BOND DEBT SERVICE

County of Alachua, Florida
Series 2010 Bank Loan

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2011			228,666.67	228,666.67	228,666.67
08/01/2011			210,000.00	210,000.00	
02/01/2012	1,140,000	4.000%	210,000.00	1,350,000.00	1,560,000.00
08/01/2012			187,200.00	187,200.00	
02/01/2013	1,185,000	4.000%	187,200.00	1,372,200.00	1,559,400.00
08/01/2013			163,500.00	163,500.00	
02/01/2014	1,232,000	4.000%	163,500.00	1,395,500.00	1,559,000.00
08/01/2014			138,860.00	138,860.00	
02/01/2015	1,282,000	4.000%	138,860.00	1,420,860.00	1,559,720.00
08/01/2015			113,220.00	113,220.00	
02/01/2016	1,333,000	4.000%	113,220.00	1,446,220.00	1,559,440.00
08/01/2016			86,560.00	86,560.00	
02/01/2017	1,386,000	4.000%	86,560.00	1,472,560.00	1,559,120.00
08/01/2017			58,840.00	58,840.00	
02/01/2018	1,442,000	4.000%	58,840.00	1,500,840.00	1,559,680.00
08/01/2018			30,000.00	30,000.00	
02/01/2019	1,500,000	4.000%	30,000.00	1,530,000.00	1,560,000.00
	10,500,000		2,205,026.67	12,705,026.67	12,705,026.67

BOND DEBT SERVICE

County of Alachua, Florida
Series 2010 Bank Loan

Period Ending	Principal	Coupon	Interest	Debt Service
02/01/2011			228,666.67	228,666.67
02/01/2012	1,140,000	4.000%	420,000.00	1,560,000.00
02/01/2013	1,185,000	4.000%	374,400.00	1,559,400.00
02/01/2014	1,232,000	4.000%	327,000.00	1,559,000.00
02/01/2015	1,282,000	4.000%	277,720.00	1,559,720.00
02/01/2016	1,333,000	4.000%	226,440.00	1,559,440.00
02/01/2017	1,386,000	4.000%	173,120.00	1,559,120.00
02/01/2018	1,442,000	4.000%	117,680.00	1,559,680.00
02/01/2019	1,500,000	4.000%	60,000.00	1,560,000.00
	10,500,000		2,205,026.67	12,705,026.67

FORM 8038 STATISTICS

County of Alachua, Florida
Series 2010 Bank Loan

Dated Date	07/15/2010
Delivery Date	07/15/2010

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	02/01/2012	1,140,000.00	4.000%	100.000	1,140,000.00	1,140,000.00
	02/01/2013	1,185,000.00	4.000%	100.000	1,185,000.00	1,185,000.00
	02/01/2014	1,232,000.00	4.000%	100.000	1,232,000.00	1,232,000.00
	02/01/2015	1,282,000.00	4.000%	100.000	1,282,000.00	1,282,000.00
	02/01/2016	1,333,000.00	4.000%	100.000	1,333,000.00	1,333,000.00
	02/01/2017	1,386,000.00	4.000%	100.000	1,386,000.00	1,386,000.00
	02/01/2018	1,442,000.00	4.000%	100.000	1,442,000.00	1,442,000.00
	02/01/2019	1,500,000.00	4.000%	100.000	1,500,000.00	1,500,000.00
		10,500,000.00			10,500,000.00	10,500,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield	Net Interest Cost
Final Maturity	02/01/2019	4.000%	1,500,000.00	1,500,000.00			
Entire Issue			10,500,000.00	10,500,000.00	5.2501	3.9996%	4.0000%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	60,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

RESOLUTION 11- 20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET TO ADMINISTER UNANTICIPATED REVENUES RECEIVED FROM THE GAINESVILLE GOLF AND COUNTRY CLUB ASSESSMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board approved the creation of the Gainesville Golf and Country Club Assessment Districts to impose Non-ad Valorem Assessment;

WHEREAS, it is necessary to establish a fund and the budget for the "Gainesville Golf and Country Club Assessment Fund" to account for and administer unanticipated revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the establishment of the "Gainesville Golf and Country Club Assessment Fund" be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for "Gainesville Golf and Country Club Assessment Fund" hereby amended as reflected in the budget amendment attached. By adoption of this resolution

and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-108
GROUP NUMBER	3119
PERIOD/DATE	06/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	GCCC Assessment	Prairie Bluff Paving Assess	Interest and Other Earnings/Special Asses	304-7917-361.12-10	71,525	
2	GCCC Assessment	Prairie Bluff Paving Assess	Professional Services/Prop Appr/Tax Coll	304-7917-541.31-80		1,431
3	GCCC Assessment	Prairie Bluff Paving Assess	Infrastructure	304-7917-541.63-00		70,094
4	GCCC Assessment	~~Prairie Bluff Paving Assess~~	Interest and Other Earnings/Special Asses	304-7918-361.12-10	426,160	
5	GCCC Assessment	Country Club Paving Assess	Professional Services/Prop Appr/Tax Coll	304-7918-541.31-80		8,523
6	GCCC Assessment	Country Club Paving Assess	Infrastructure	304-7918-541.63-00		417,637
7						
8						
9						
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Country Club Paving Assess

RECEIVED
2011 MAR 10 A 10:44
ALACHUA COUNTY, FL

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 497,685 | 497,685

COMBINED TOTAL: 995,370

PERFORMANCE RESULTS: Set up budget for Gainesville Golf and Country Club Assessment

Ken Fair
PREPARED BY:

ANALYST

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 MAR 25 PM 3 02

ELECTED OFFICIAL OR DEPARTMENT HEAD — 3-8-11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Released 3/25/11 Ken

Updated by OMB November 2006

March 22, 2011 Regular Board Meeting
Agenda Item #20

Title
CHOICES Agreement with Meridian Behavioral Healthcare (Amended)

Amount
$100,000.00

Description
Request Approval of the Agreement between CHOICES and Meridian Behavioral Healthcare for payment of services provided to Alachua County residents.

Recommendation
Approve the FY2010-11 Agreement between CHOICES and Meridian Behavioral Healthcare and authorize the Chair to sign

Alternative(s)
Do not approve the FY2010-11 Meridian Behavioral Healthcare Agreement and authorize the Chair to sign

Requested By
Elmira K Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Agreement between CHOICES and Meridian Behavioral Healthcare

Documents Requiring Action
Agreement between CHOICES and Meridian Behavioral Healthcare

Executive Summary
In September 2010 the Board of County Commissioners approved the FY 2011 County budget which included directing CHOICES to enter an agreement with Meridian Behavioral Healthcare to provide services to Alachua County residents. This agreement fulfills that directive.

Background
As part of the FY 2011 Alachua County Budget the County Commission approved CHOICES entering an agreement with Meridian Behavioral Healthcare to provide services to Alachua County residents. The not-to-exceed amount of this agreement is $100,000. In conjunction with this the BoCC earlier approved changes to the Surtax Use Plan to permit the use of CHOICES funds for mental health services like this.

Issues
Funds for this agreement are available and the funds are in the process of being moved from the Fund Balance to the CHOICES 2011 budget.

Fiscal Recommendation
Approve the Agreement. The original source of the funds is the Blue Cross- Blue Shield agreement effective October 1, 2010 that

provided a cash donation to the CHOICES Program. Staff is in the process of budgeted these funds.

Fiscal Alternative(s)
Do not approve agreement

Funding Sources
Revenue from the Blue Cross- Blue Shield agreement

Account Code(s)
010-2926-562.34-10

Attachment: Meridian Contract.pdf

AGREEMENT BETWEEN ALACHUA COUNTY AND MERIDIAN BEHAVIORAL HEALTHCARE, INC. FOR THE PROVISION OF HEALTH CARE SERVICES

THIS AGREEMENT is made and entered into this 1ST day of October, 2010, by and between Alachua County, Florida, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter singularly referred to as County); and Meridian Behavioral Healthcare, Inc. (hereinafter singularly referred to as Meridian), whose address is 4300 SW 13th Street, Gainesville, FL 32608.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. PURPOSE

A. This Agreement assists Meridian in providing behavioral health services by reimbursing Meridian for behavioral health services provided by Meridian to eligible residents of Alachua County.

B. This Agreement specifies the agreed-upon obligations of Meridian and County in their participation in Alachua County Community Health Program Offering Innovative Care and Health Education Services ("CHOICES").

2. SCOPE OF SERVICES

A. Services provided under this Agreement will be rendered by Meridian. Meridian shall provide behavioral health care services at their facilities.

B. Meridian must furnish, at its own cost and expense, (unless otherwise specified herein) all equipment, tools, materials, facilities and labor of every description necessary to carry out and complete the tasks, requirements, terms, and conditions set forth in this Agreement.

C. All health care services shall be provided in a good, substantial, and professional manner.

3. TERM

A. This Agreement will become effective on October 1, 2010, and shall continue in full force up to and including September 30, 2011.

B. Meridian must commence performance of the services required on said effective date.

C. The County has the option to renew this Agreement for up to five additional one-year periods.

D. The current authorization for the surtax that provides the funding for CHOICES is Florida Statutes, Section 212.055(7) and County Ordinance 04-5.

E. In the event the State Statutes and/or local implementation ordinances are repealed, this Agreement shall terminate on the effective date of such repeal.

4. COMPENSATION

A. The total not-to-exceed amount for this Agreement for the period beginning on October 1, 2010 and continuing through September 30, 2011 is One Hundred Thousand Dollars Thousand Dollars ($100,000). All payments to be made to Meridian are included in the not-to-exceed amount.

B. The County shall only reimburse Meridian for providing direct behavioral health services to Alachua County Residents.

C. As a condition precedent for any payment, Meridian shall submit an invoice to the County requesting payment for services properly rendered. Meridian's invoice shall describe with reasonable particularity each service rendered, the date thereof, the person(s) rendering such service, and the amount to be paid. Such amount to be paid shall be in accordance with the rates on Exhibit 1. Meridian's invoice shall be accompanied by such documentation or data as the County may require in support of charges for which payment is sought. Each invoice shall bear the signature of Meridian, which signature shall constitute Meridian's representation to the County that the services indicated in the invoice have reached the level stated; have served a public purpose; have been properly and timely performed as required herein; that the charges included in the invoice have been reasonably incurred in accordance with this Agreement; that the amounts requested for payment represent charges for services to patients who are eligible for services under the Alachua County Code and Section 3 of this Agreement; that services claimed have not been submitted to or reimbursed by the County or any other agency; and that the amount requested is currently due and owing, there being no reason known to Meridian that payment of any portion thereof should be withheld. In the event Meridian submits an invoice containing requests for payment that have been previously invoiced but not yet paid, such amounts shall be separately listed and County will determine if these previously invoices but unpaid amounts are still outstanding. If the amount is still outstanding County will include the amount with the current invoice (but shall in no case double pay the requested amount), if the requested amount has been processed for payment the requested amount from the previous invoice shall be deducted from the invoice total. Meridian shall submit invoices to the County at the following address:

CHOICES Health Services
Director
218 SE 24th Avenue
Gainesville, FL 32641

The County shall make payments to Meridian at the following address:

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street
Gainesville, FL 32608

D. County shall make the final determination of payment for eligible services provided pursuant to this Agreement.

5. INDEMNIFICATION - LIABILITY

Meridian agrees to protect, defend, indemnify, and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. Meridian further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel mutually agreeable to the parties and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Meridian agrees that indemnification of the County shall extend to any and all work performed by Meridian, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Meridian's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and Meridian.

6. INDEPENDENT CONTRACTOR

In the performance of this Agreement, Meridian is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Meridian is solely responsible for the means, method, technique, sequence, and procedure utilized by Meridian in the full performance of the Agreement.

7. INSURANCE

Meridian will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit 2.

8. MODIFICATION OF THE AGREEMENT

A. Except as otherwise provided herein, this Agreement may only be amended or modified by a written instrument executed by the duly authorized representatives of the parties.

B. Similarly, no agreement, which affects the provisions of this Agreement, will be valid unless it is in writing and is executed by both County and Meridian.

9. THIRD PARTY PAYOR

A. Meridian understands and acknowledges that, in accordance with Florida Statutes Section 212.055, County is required by law to be the payor of last resort with respect to reimbursement for services rendered under this Agreement. Therefore, since County is a secondary payor, Meridian agrees to seek compensation from any and all readily identifiable resources prior to seeking compensation from County.

B. Under no circumstances will County be responsible to pay for any services provided in connection with a work related accident or injury and Meridian shall not bill County for any such services.

C. For purposes of this Agreement, available benefit programs include governmental and non-governmental third party payors including but not necessarily limited to Medicare, Medicaid, Veterans Administration, commercial insurance benefits, worker's compensation, settlements, judgments and/or any other potentially responsible persons. Whenever County has paid for services that are determined to be covered by another governmental program, County shall be repaid in full and prior to any other person, program or entity. In the event payment is denied, due to no fault of Meridian, and the service is a covered service, Meridian may submit an appeal to County. Such an appeal shall include both an explanation and documentation of the reason for the governmental entity's denial of payment.

D. Upon billing County, Meridian may not initiate and/or pursue any action, legal or otherwise, to collect for services rendered against clients whose services are paid under this agreement unless consented to in writing by the County. Further, with the exception of worker's compensation benefits, Meridian, by billing County, thereby assigns all of its right, title and interest in such unrealized or uncollected private third party benefits to County and agrees to assist County in identifying and collecting any such benefits. This assignment of rights by Meridian only applies in cases where County has made or assumes responsibility for payment of services rendered by Meridian. It is intended that if a resource of a liable third party becomes

available at any time, the public in Alachua County should not bear the burden of medical assistance to the extent of such resources.

E. In the event a CHOICES client is eligible for other third party benefits and Meridian is denied payment due to fault of Meridian, such claims for payment shall also be denied by County and CHOICES client may not be billed for such services.

10. REPORTING REQUIREMENTS

A. Meridian will, at the request of the County, provide to the best of their abilities such reports as the County reasonably needs to assist the County in its planning, analyses, and other functions relating to this Agreement.

B. Periodic and on-going reports may be required at the written request of the County.

C. Meridian will not be required to provide reporting not usually available to similar health care providers and will not be expected to purchase or develop software to meet County's reporting requirements under this section.

11. RECORD KEEPING

A. Meridian will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by Meridian six for (6) years from the date of termination or expiration of the last renewal term of this Agreement, or as required by federal or state laws, whichever is longer.

B. County and its authorized agents will have the right to audit, inspect, and copy all such records and documentation as often as County and its authorized agents deems necessary during the period of this Agreement and during the records retention period thereafter; provided, however, such activity will be conducted at County expense and during Meridian's normal business hours.

C. County, during the time period expressed in Paragraph 10.A above, will have the right to obtain a copy of and otherwise inspect any audit made at the direction of Meridian as concerns the aforesaid records and documentation, or any services provided pursuant to this Agreement and the payment therefore.

D. County also reserves the right, as payor and plan operator, to examine and obtain copies of patient medical records and any other billing records related to this Agreement. Such copies will be provided at no charge. Subsequent requests by County for copies previously received by County will be payable at a rate of 15¢ per single-sided page or 20¢ per double-sided page unless waived by Meridian.

E. Nothing in this section is meant to in any way affect, modify or abridge the protections and immunities afforded by Florida Statutes Section 395.0193 in connection with peer review activities.

12. ASSIGNMENT OF THE CONTRACT

Meridian agrees and understands that County is contracting with Meridian for behavioral health care services and Meridian may not make any assignment of this Agreement, in whole or in part, without the prior written authorization of County.

13. TERMINATION

A. Without Cause. This Agreement may be terminated at will by County upon no less than ninety (90) days prior written notice to Meridian. This Agreement may be terminated at will by Meridian upon no less than 90 days prior written notice to County. The aforesaid termination notices, as well as all other notices required herein, shall be as provided for below in the section titled "Notices".

B. Breach.

1) In the event of a non-material breach, as determined by the Department, written notice shall be provided by County to Meridian specifying the breach and Meridian shall have 30 days to cure such breach.

2) In the event of a material breach by Meridian, as determined by the County, written notice shall be provided by County to Meridian of said breach and Meridian shall have 24 hours to cure the breach. Material breach may include, but not necessarily be limited to, loss of accreditation, incidences of criminal negligence, and failure to comply with the requirements of Section 2 – Scope of Services, Paragraph C above.

3) In the event of a non-material breach by County, as determined by Meridian, written notice shall be provided by Meridian to County specifying the breach and County shall have 30 days to cure such breach.

4) In the event of a material breach by County, as determined by the Meridian, written notice shall be provided by Meridian to County of said breach and County shall have 24 hours to cure the breach.

5) Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach nor shall it be construed to be a modification of this Agreement. For the purposes of this section, notice shall be provided to the affected party in the same manner provided for in the section titled "Notices".

6) Should County determine that Meridian intentionally violated any Health Insurance Portability and Accountability Act of 1996 (HIPAA) rule or regulation, County may terminate this Agreement with 24 hours notice. Should Meridian determine that County has intentionally violated any HIPAA rule or regulation, Meridian may terminate this Agreement with 24 hours' notice.

C. Insufficient Funds. In the event sufficient budget funds are not available to fund this Agreement during its term, the County may terminate this Agreement upon no less than 10 days notice. The County shall be the final authority as to the availability of funds for the current or any subsequent fiscal period.

14. WAIVER

A. A waiver of any performance or breach by either party shall not be construed to be a continuing waiver of other breaches or non-performance of the same provision or operate as a waiver of any substantial default of any of the terms, covenants, and conditions of this Agreement.

B. The payment or acceptance of fees for any period after the default shall not be deemed a waiver of any right or acceptance of defective performance.

15. NOTICE

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and Meridian are:

County:
Director
CHOICES
218 SW 24th Street
Gainesville, FL 32641

Meridian:
Meridian Behavioral Healthcare, Inc.
President
4300 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602

ATTN: Finance and Accounting

B. These contact persons may be changed by giving written notice from an authorized representative of one party to the other without the necessity of a modification to this Agreement.

16. SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

17. FLORIDA PUBLIC ENTITY CRIMES

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal or termination of an existing contract for cause. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, provider, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

18. PERMIT REQUIREMENTS

For the duration of this Agreement, Meridian shall obtain and maintain in good standing all necessary licenses, certificates, and permits necessary to perform the services covered by this Agreement. Meridian shall provide to the Department copies thereof upon execution of this Agreement, on the first day of any renewal term, and upon request by the Department.

19. CONFLICT OF INTEREST

A. For purposes of this Agreement, "conflict of interest" shall mean any action or situation in which the personal or private interests of the Meridian (including its directors, officers and managers) would interfere with the ability or willingness of Meridian to faithfully and fully satisfy all of the obligations contained in this Agreement or which is otherwise detrimental to County. Any such action or situation shall be strictly prohibited.

B. Meridian shall fully comply with the requirements of The Patient Self-Referral Act, Florida Statutes Section 456.053, regarding financial arrangements between referring health care providers and providers of health care services. Meridian agrees, that in situations where Meridian meets the requirements of Florida Statutes 456.053(5)(b)and (5)(i), Meridian will disclose such interest to County.

C. Meridian shall have no controlling financial interest in or shall not otherwise influence any other medical service entity engaged in providing services to County when the services directly impact determinations of payment to Meridian.

D. Meridian shall have no interest, financial or otherwise; engage in business transaction or professional activities; or incur any obligation that, directly or indirectly, adversely impacts the proper discharge of Meridian' obligations under this Agreement.

E. Meridian will not create any contractual relationship that creates a continuing and frequently recurring conflict between Meridian's private interests and Meridian's obligations pursuant to this Agreement. Meridian (including its employees, employees' spouses and children) will not solicit or accept anything of value, including gift(s), loan(s), reward(s), promise of future employment, favor(s) or service(s), when Meridian knows, or with exercise of reasonable care, should know, that such donation was given to improperly influence favorable action or advantage for the donor or to induce some action that is detrimental to County.

F. In the event either party identifies a potential or perceived conflict of interest, the identifying party will notify the other party. The parties will work together to resolve the matter as equitably as possible for both.

20. SUBCONTRACTING

Meridian agrees to bind every subcontractor who may directly or indirectly provide services and/or commodities to any CHOICES eligible clients to the applicable terms and conditions of this Agreement. However, nothing in this Agreement creates a contractual relationship between any subcontractor and County.

21. GOVERNANCE

A. Regardless of where executed or performed, this Agreement will be governed by and construed in accordance with the laws of the State of Florida, and venue will be in Alachua County, Florida.

B. Meridian shall comply with the requirements of all federal laws, state laws, local codes and ordinances.

22. INTERPRETATION

A. The form of any of the language contained in this Agreement shall not be interpreted or construed in favor or against either party as the drafter.

B. Nothing contained herein will be construed as limitation on such other rights and remedies available to the parties under the laws, which may now or in the future by applicable.

23. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of County and Meridian. No third party is an intended beneficiary so as to entitle that person to sue for alleged breach of this Agreement.

24. HIPAA COMPLIANCE

Both Meridian and the County shall each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent applicable to Meridian or the County directly or indirectly pursuant to HIPAA and its implementing regulation concerning privacy of individual identifiable health information as set forth in 45 CFR, Parts 160-164, as amended from time to time.

25. FORCE MAJEURE

Meridian shall not be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service of employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation or any similar or dissimilar cause beyond reasonable control except as alternatives required by law. County shall have no action, at law or equity, against Meridian as a result of any damage, injury or loss of wages or compensation arising from these excluded circumstances or events.

26. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. COLLUSION

By signing this Agreement, Meridian declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

28. COUNTERPARTS

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

29. LAWS AND REGULATIONS

Meridian will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. Meridian is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If Meridian is not familiar with state and local laws, ordinances, code rules and regulations, Meridian remains liable for any violation and all subsequent damages or fines.

30. SUCCESSORS AND ASSIGNS

The County and Meridian each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

31. ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Chair, Board of County Commissioners

Date: 3-22-2011

ATTEST:

_____
J.K. Irby
Alachua County Clerk

_____
Alachua County Attorney's Office
Approved as to form

MERIDIAN BEHAVIORAL HEALTHCARECLINIC, INC.

By: _____

Date: 3-11-2011

WITNESS:

_____

K:\tlw\Community Services Contracts\Meridian\Meridian Final

EXHIBIT 1

All amounts to be paid to Meridian shall be in accordance with the rates listed in this Exhibit and in compliance with the terms contained in Section 4, Compensation. Only items listed in this Exhibit shall be reimbursed when properly billed and submitted to the County.

Choices Fee Schedule

H0031	HN	Biopsychosocial Eval	Event	48.00
H0032	TS	Treatment Plan Update MH	Event	48.50
H0032		Treatment Plan Initial MH	Event	97.00
H2000	HO	Psych Eval ARNP	Event	150.00
H2000	HP	Psych Eval MD	Event	210.00
H2019	HR	Individual Therapy	15 min	18.33
H2019	HQ	Group Therapy	15 min	6.67
T1015		Medication Management	Event	60.00

EXHIBIT 2

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out

of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

March 22, 2011 Regular Board Meeting
Agenda Item #21

Title
Re-Entry of Offenders PowerPoint Presentation (Amended)

Amount
N/A

Description
Request Approval to give PowerPoint Presentation on Re-Entry of Offenders into Alachua County and support provided by the Department of Court Services and North Central Florida Ex-Offender Reentry Coalition (NCFERC)

Recommendation
Receive the presentation on Re-Entry of Offenders into Alachua County and support provided by the Department of Court Services and North Central Florida Ex-Offenders Reentry Coalition.

Alternative(s)
Do not receive the presentation from the Department of Court Services and NCFERC.

Requested By
Larry McDaniel

Originating Department
Court Services

Attachment(s) Description
n/a

Documents Requiring Action
n/a

Executive Summary
This PowerPoint is designed to advise the Board of County Commissioners on the efforts that the Department of Court Services, NCFERC, and other community-based agencies have implemented to positively impact inmates returning from periods of incarceration at the State and Local Levels.

Background
A group led by the Honorable Martha A Lott, Chief Judge of the Eighth Judicial Circuit Court, and the Honorable Rodney J Long, Chair of the Alachua County Board of County Commissioners, identified a need to coordinate services and create a plan to reintegrate ex-offenders into the community. Upon returning from former FL Governor Charlie Crist's "Summit on Successful Reentry" on June 17 and 18, 2008, in Tallahassee, FL, the group formed the North Central Florida Ex-Offender Reentry Coalition (NCFERC). Prior to 2008, agencies and practitioners were not addressing offender reentry from a systemic perspective.

Issues
Alachua County, located in North Central Florida, has a large percentage of the State Prison population within a 75-mile radius. FL Dept of Corrections, Region II, is home to 22 correctional facilities within 1.5 hours of Alachua County, with a population of

22,189 inmates as of March 31, 2009. Alternatives for reentry need to be improved and coordinated to enhance the quality of life for all citizens of the county. The FL Dept of Corrections reports that 2,309 male and female inmates were in prison on June 30, 2007 serving a sentence from the Eighth Judicial Circuit, a sentence that averages 4.4 years. The projections reveal that during the period from 2010 to 2011, the Eighth Judicial Circuit has the potential for these inmates to return back to the circuit. Alachua County statistics indicate that 1,526 of these inmates received their initial sentence from the Alachua County Courts. Per a 2009 Alachua County Coalition for the Homeless and Hungry (ACCHH) Survey, 1,631 homeless persons were counted, 109 of which were in the Alachua County Jail and had a need for post-release housing.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: ReEntry Power Point March 22 BoCC.pdf

Re-Entry, not an option, but a reality...

Questions & Comments

Drug Treatment for Pretrial and Probation Defendants

- Adds an additional Drug Counselor position for twenty-two months to enhance the treatment services provided to Pretrial and Probation clients
- Grant amount is $106,709
- Will serve an additional ninety (90) clients per year for the life of the grant

Drug Treatment for Pretrial and Probation Defendants

- The grant funds one Drug Counselor for up to four years to provide drug treatment for Probation and Pretrial clients in the Department of Court Services
- Grant amount is $231,032
- Up to ninety (90) clients will be served each year under the grant
- Focus of grant is to improve the availability and continuity of treatment to improve offender outcomes

No Wrong Door
Residential Treatment

- $900,000 over a two year period will open twelve dedicated residential treatment beds for offenders with co-occurring disorders
- Individuals must be under the supervision of Court Services
- Will provide a much needed enhancement to the local continuum of care for individuals with co-occurring disorders so that they may be diverted from jail
- Services slated to begin in Spring 2011

No Wrong Door Program Specialist

- Funded through the Bureau of Justice Assistance
  - Three year project ends September 2012
  - Total combined project $728,870
    - $392,988 in direct service funds (housing, medications, etc.)
- Must be under Court Services supervision and have a substance abuse, and/or mental illness
  - Case management services
    - Expedited psychiatric evaluations (within 3 days)
    - Emergency and longer term transitional housing
    - Funds to purchase medications
    - Assistance with transportation
    - Linkage with community resources

Criminal Justice Diversion Resource Coordinator (CJDRC)

- Two year grant funded through the Department of Justice that ends on 30 September 2011
- $178,870 provided for the CJDRC position and approximately $24,000 for direct client services
- Currently investigating grant funds for continued/expanded services
- Works closely with the existing Forensic teams and No Wrong Door Program Specialist

Criminal Justice Diversion Resource Coordinator

Identify Needs of Persons with Co-occurring Disorders

- This project is identifying the need for additional services to help implement a system level response to manage resources for the target population.
- Common unmet needs include housing, medical/dental care, access to prescriptions, transportation, and employment.

Federal Grants Awarded to Court Services

- Criminal Justice Diversion Resource Coordinator and Direct Client Services
- No Wrong Door: Case Management and Direct Client Services
- No Wrong Door: Residential Treatment
- Pretrial and Probation Drug Treatment (x2)

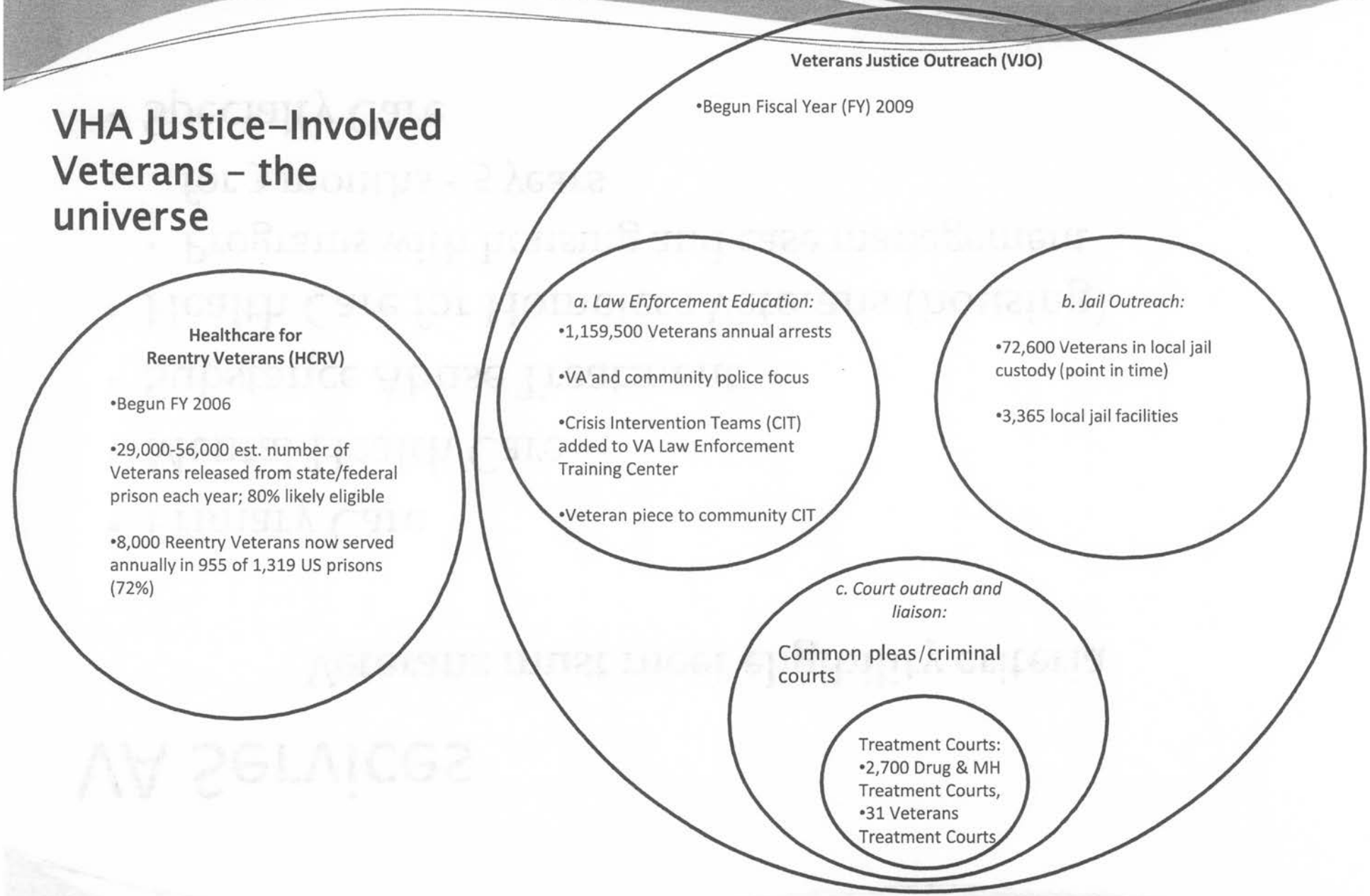
- No local match funding required

VA Services

Veterans must meet eligibility criteria

- Primary Care
- Mental Health Care
- Substance Abuse Treatment
- Health Care for Homeless Veterans (housing)
  - Programs with housing and case management for 3 months - 5 years
- Specialty Care

VHA Justice-Involved Veterans – the universe



Re-Entry and Justice Outreach – Part of the Plan to End Homelessness Among Veterans

- Health Care for Re-Entry Veterans (HCRV - 2007)

  - Monthly report from DOC – Veterans within 6 months release
  - 38 Veterans originating from Alachua County in 3 months
  - Licensed Clinical Social Worker conducts prison outreach, VA enrollment, release planning

- Veterans Justice Outreach Program (VJO -2008)

  - Weekly Veteran reports from Alachua County Jail
  - Licensed Clinical Social Worker does jail outreach and works with Court Services
  - 35 diversions & direct placements, most in Alachua County

Levin College of Law

- Canvassing Project 2007 – 2010
- Law Students and Community Leaders Canvas Neighborhood to advise of Law School Eastside campus restoration of rights and expungement of records program
- Visits to Columbia Correctional Facility
- Annual community workshop with Josiah T. Walls Bar Association and MLK Commission

Entrepreneurship Program Work Release

- Start Your Own Business/Become Your Own Boss
- The workshops include:
  - SCORE – Business start up basics
  - Developing Business Plans
  - Securing Capital – Participation by Lenders
  - State Incorporation
  - Innovation Gainesville/Gainesville Area Chamber of Commerce
  - Offenders Owned Business and their Experience
  - Mock job interviews
  - How to overcome issues around seeking employment with a history of criminal activity and incarceration
  - Three Part Series – Next series June 2011

Services Provided by Community Partnership

- Annual Conference on Offender Re-Entry

  Franchatta J. Barber, Florida DOC, Assistant Secretary for Re-Entry, Savannah Impact Program, Operation New Hope, Jacksonville Re-Entry Center, Mona Burns, Re-Entry in Prison Programs, and Evidence Based Practices in Forensic Programs; presented at Annual Conferences co-sponsored by Florida DOC, Florida Department of Juvenile Justice, Florida Association of Community Corrections, 4 A's, and Department of Court Services Coordinated by NCFERC

- Service Referral

  Housing Assistance, Employment, Mental Health & Forensic, Criminal Thinking, Substance Abuse, Veteran Services, and Restoration of Rights and Expungement of Records, Batterers Intervention, MRT-Moral Reconation Therapy, Motivational Interviewing, T4C-Thinking for a Change, Parenting, Detox/Acute Care Services/Crisis Stabilization, Emergency Mental Health Care Services

Services Provided by Community Partnership

- NCFERC, Florida Department of Community Corrections, State of Florida Correctional Institutions, Department of Court Services, and the Gainesville Area Chamber of Commerce conducted a post-release job fair. Attended by 550 offenders, 220 from DOC, 140 from other criminal justice agencies and 190 with no link to community supervision.

- Florida Works Satellite Office (ACHA) which identifies Work Opportunity Tax Credit and Federal Bonding programs provided by the US Department of Labor.

- Chamber of Commerce (Florida Works) and Department of Court Services provided employment workshops at Lancaster Correctional (February 2010) and Union Correctional (May 2010).

Services Provided by Community Partnership

- Department of Corrections conducts pre-release 100 hour transitional program at institution
- NCFERC conducts visitations at institutions to discuss post release options and services
- Josiah T. Walls Bar Association has an ongoing clinic to assist ex-offenders with restoring civil rights
- UF Levin College of Law community canvassing project

Target Population

- Ex-Offenders with housing, employment, substance abuse and mental health needs
- Inmates returning to Alachua County from DOC Institutions
- Ex-offenders with DOC Community Corrections
- Department of Court Services clients
- Ex-Offenders residing in community with no period of supervision
- Veterans returning and residing in Alachua County

Collaboration of Efforts

NCFERC is comprised of approximately 150 members, including such groups as:

- Florida Department of Corrections
- Alachua County Housing Authority
- Department of Court Services
- African American Accountability Alliance
- Florida Works
- Meridian Behavioral Healthcare, Inc.
- CDS Family & Behavioral Services
- Veteran's Affairs
- DCF-SAMH
- Ministry for Justice
- Gateless Gate

Engaged Parties

- Faith Based partners
- Chamber of Commerce
- Santa Fe Community College
- University of Florida Law School
- Josiah T. Walls Bar Association
- Martin Luther King, Jr. Foundation of Florida

Need for Coordination of Re-Entry Services

- Honorable Chief Judge Martha A. Lott – Honorable Rodney Long attended Governor Summit on Re-Entry June 17 & 18, 2008.

- North Central Florida Ex-Offender Re-Entry Coalition (NCFERC) – 2008

- Prior to 2008 no systemic approach was developed to focus on Re-Entry

"Re-Entry, not an option, but a reality...Establishing a community Re-Entry Coalition"

March 22, 2011 Regular Board Meeting
Agenda Item #22

Title
Define CAPP funded Children's Programs (Amended)

Amount
N/A

Description
Request Approval of the Definition of Children's Programs for CAPP- FY11-12

Recommendation
Approve staff recomendation regarding the definition of Children's Programs for the FY 11/12; Children's programs shall be defined "as programs that directly serve children - newborn to 18 years of age – in the area of physical safety and academic education, including school readiness-(preparing children for success in school by providing educational child care and supportive family services)- assistance for children of working poor-(less than 150 percent of pverty level and work a minimum of 20 hours a week)- parents".

Alternative(s)
Do not approve staff recomendations in regards to the definition of Children's Programs.

Requested By
Elmira K. Warren/Lee Roberts/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
This is a request for the Board to define children's programs for the FY2011/12 Community Agency Partnership Program (CAPP).

Background
On January 18, 2011, the BoCC established the following for the FY2011/12 CAPP process: 1) Poverty reduction as the funding goal; 2) Four funding categories: Health Care, Food, Housing/Utilities and Children's Programs 3) Arts/cultural, historical and environmental programs are not eligible for funding; 4) Recreational programs are not eligible for funding; 5) Economic development programs are not eligible for funding. The Board requested that staff make a recommendation regarding program parameters for the children's program funding category.

Issues
The CAPP RFA process is slated to begin April 6, 2011, so it is imperative that final decisions be made.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
General Fund

Account Code(s)
001-2903-569.8200

March 22, 2011 Regular Board Meeting
Agenda Item #27

Title
2000-2010 Progress Report from the Land Conservation Board. (Amended)

Amount
N/A

Description
Request for the Board to receive the 2000-2010 Progress Report from the Land Conservation Board and hear a presentation from the Land Conservation Board Chair.

Recommendation
The Board should receive the 2000-2010 Progress Report from the Land Conservation Board.

Alternative(s)
The Board should not receive the Progress Report from the Land Conservation Board.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1: 2000-2010 Progress Report

Documents Requiring Action
n/a

Executive Summary
The Land Conservation Board (LCB) marked the 10th anniversary of the Alachua County Forver Referendum by drafting the attached Progress Report. It presents their accomplishments to date and presents some recommendations for the future. LCB Chairman Jack Hauptman will make a presentation. He and staff will be available to answer any questions.

Background
On July 25th, 2000 the Alachua County Board of County Commissioners (BoCC) created the Land Conservation Board to select properties for eventual purchase using the Alachua County Forever Bond Proceeds. With the passage of the Wild Spaces & Public Places referndum in 2008, the BoCC amended the LCB's mission to select properties using these new proceeds. Since being appointed, the LCB has met 118 times - as often as every 2 weeks in the initial months of the Program. Attendance has remained high with no member being removed for missing meetings. There were only 2 meetings at which a quorum was not present. The Land Conservation Board uses the Alachua County Forever "Matrix" of 25 criteria to evaluate the proposed sites. The Matrix objectively addresses how well the site meets the BoCC's goals of drinking water protection, habitat protection and providing opportunities for resource-based recreation. the LCB has added over 70,000 of the 239,000 nominated acres to the Eligibility Pool and recommended over 53,000 acres to the County Commission for acquisition. With their guidance, the average score of projects recommended for acquisition is 6.99 on a scale of 2 - 10.

Issues
With the remaining WSPP proceeds to be expended in the coming year, the LCB recommends they remain active as a Board. They believe there are opportunities to continue to serve the County by evaluating nominations, donations of land for conservation, proposals for conservation easements, assisting the County with grant-making, and being a resource for for the BoCC on conservation-related issues.

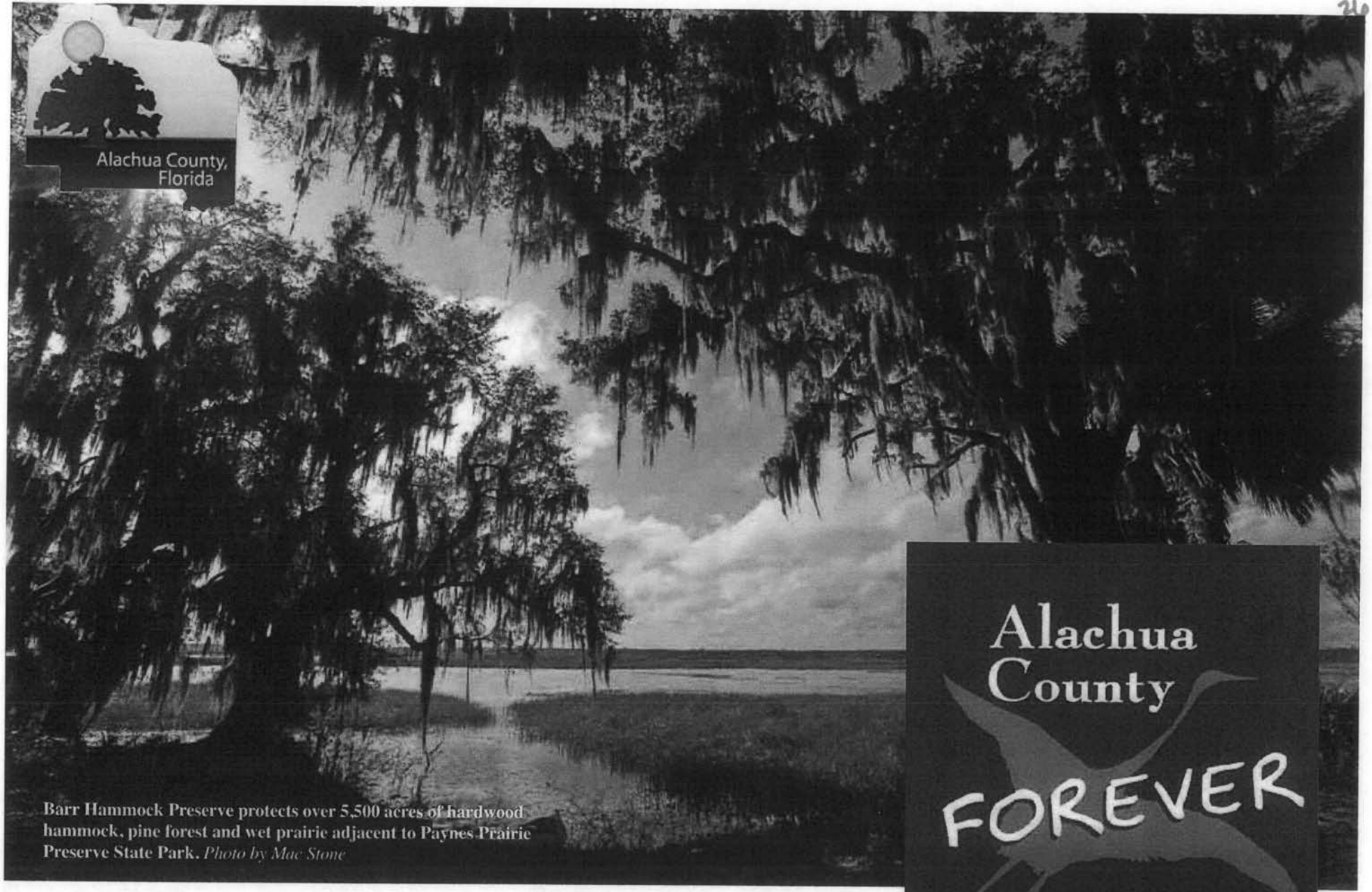
Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Exhibit 1 LCB Progress Report.pdf

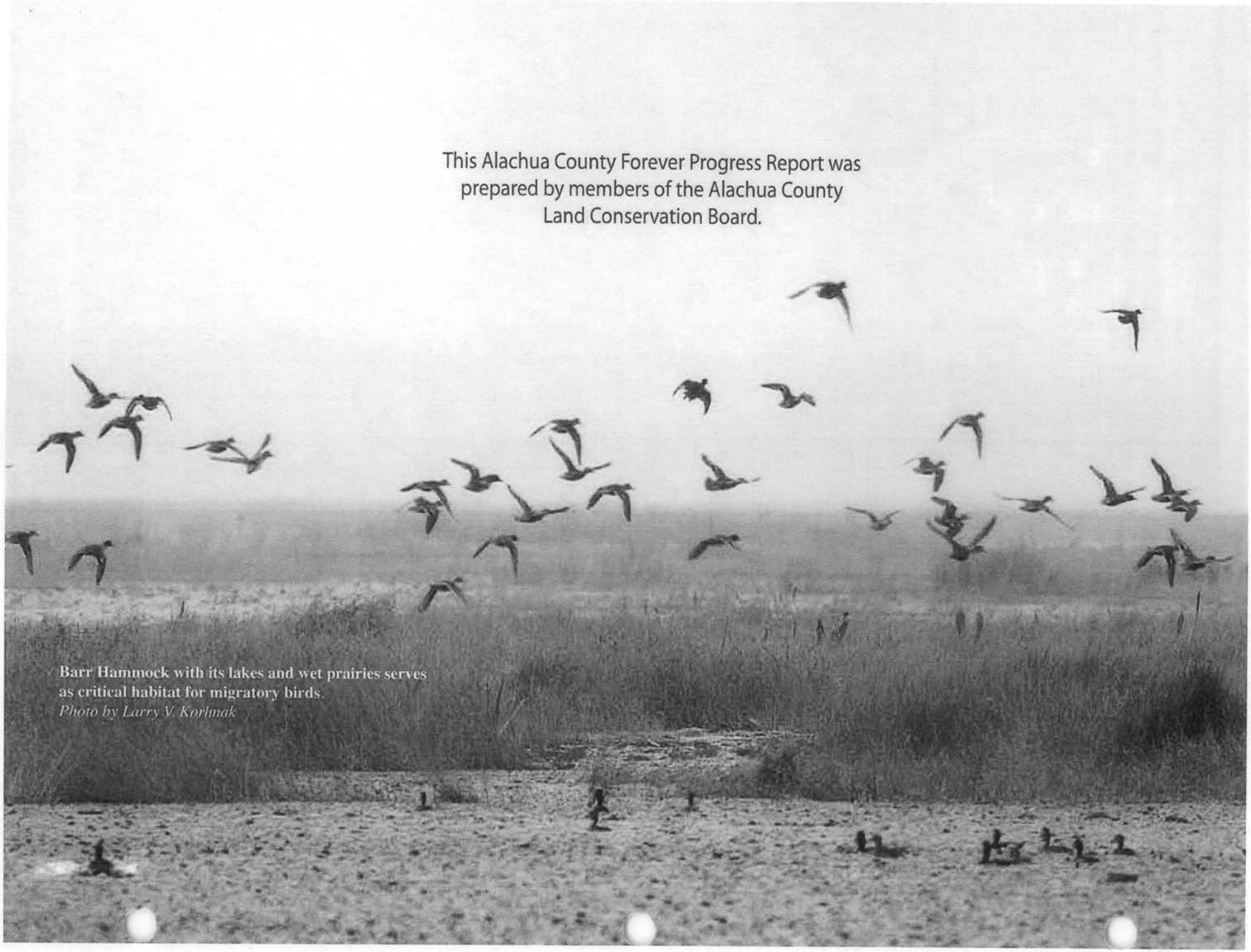


Barr Hammock Preserve protects over 5,500 acres of hardwood hammock, pine forest and wet prairie adjacent to Paynes Prairie Preserve State Park. *Photo by Mac Stone*

Alachua County FOREVER

Progress Report 2000-2010

This Alachua County Forever Progress Report was prepared by members of the Alachua County Land Conservation Board.

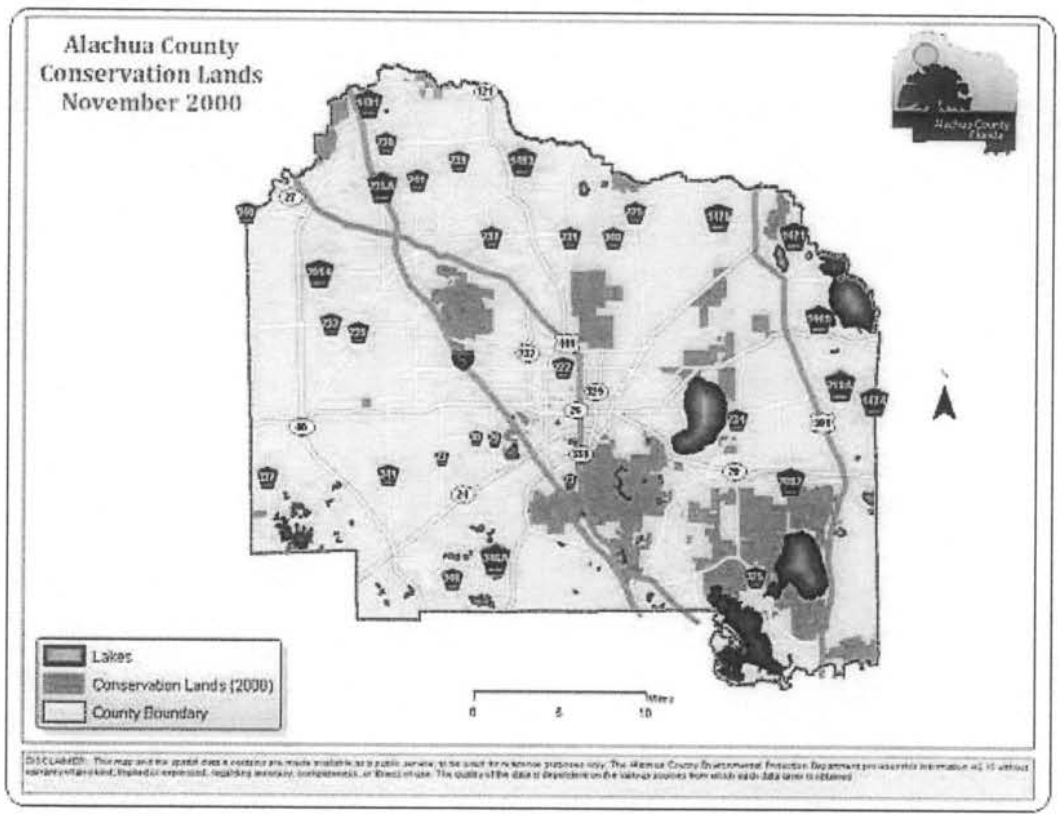


Barr Hammock with its lakes and wet prairies serves as critical habitat for migratory birds.
Photo by Larry V. Korlmak

Alachua County Forever Progress Report

In the 10 years of its existence, the Alachua County Forever program has protected more than 18,500 acres. These land purchases and conservation easements have expanded existing wildlife corridors, including along the Santa Fe River, preserved additional wildlife habitat, saved wetlands and aquifer recharge areas and added valuable lands for recreation.

There is much left undone.

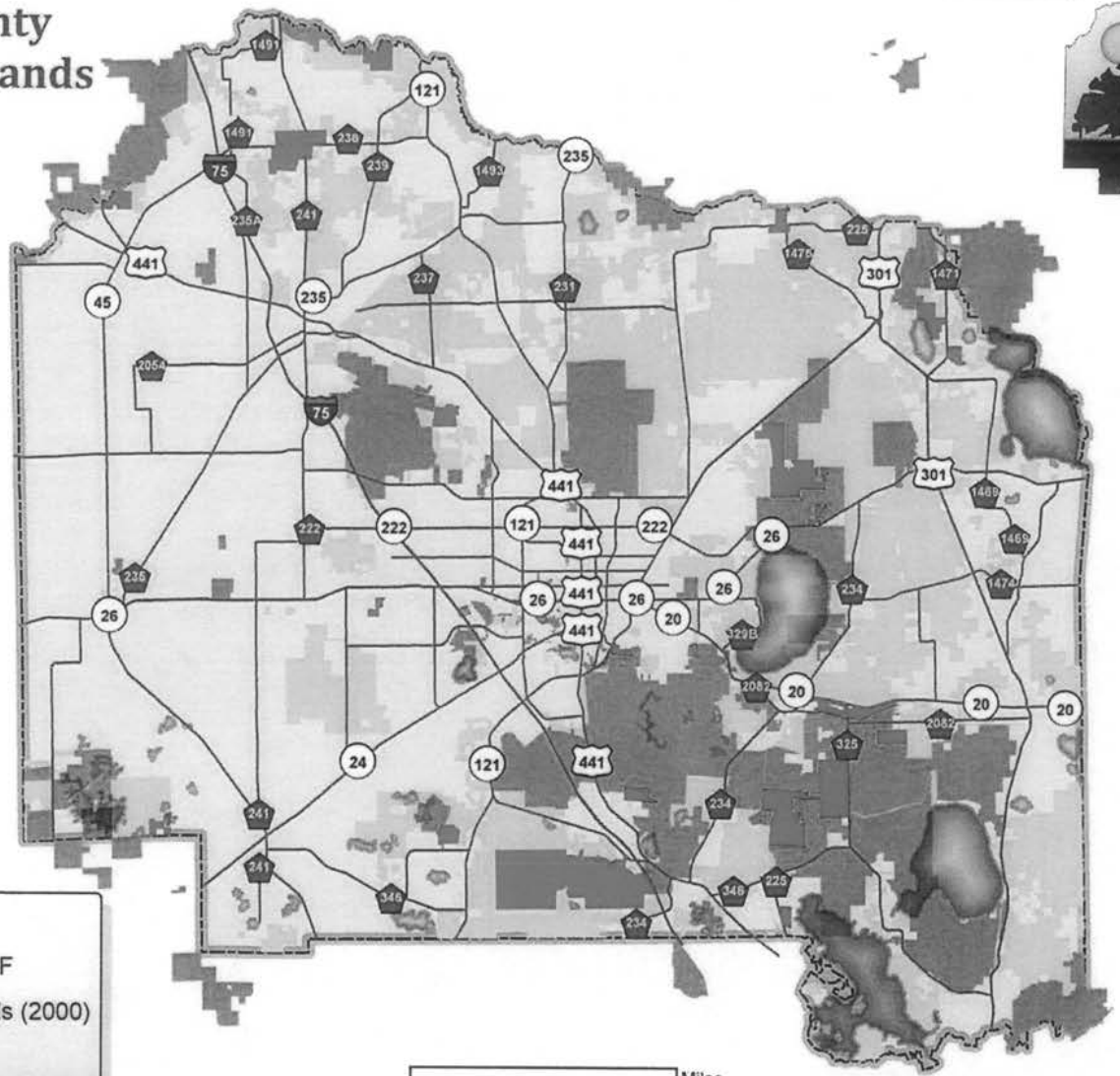


Thousands of acres have been approved for protection out of more than 200,000 acres that have been nominated for purchase. However, by the end of 2010, money available to protect these important environmental lands will have been exhausted. Money raised from Alachua County Forever in 2000 and Wild Spaces/Public Places in 2008 will have been spent, with no source of additional funding in place.

This process began in November 2000 when 62 percent of Alachua County voters agreed to tax themselves to buy environmentally sensitive land. That initiative came on the heels of a poll that showed that 84 percent of Alachua County voters polled felt that if natural lands are not protected now, they will be lost forever.

Then, in 2008, with Alachua County Forever funding winding down, residents of Alachua County approved Wild Spaces/ Public Places to tax themselves to continue buying conservation lands as well as to make improvements to recreation facilities at city and county parks.

Alachua County Conservation Lands to Date



- ACF Acquired
- Nominations to ACF
- Conservation Lands (2000)
- Lakes
- County Boundary

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind, implied or expressed, regarding accuracy, completeness, or fitness of use. The quality of the data is dependent on the various sources from which each data layer is obtained.

The primary purpose of land conservation is to acquire, manage and improve environmentally significant lands to protect water resources, wildlife habitat, and to provide natural areas suitable for resource-based recreation. After the Alachua County Forever program was created, the all-volunteer Alachua County Land Conservation Board was established by the County Commission to receive land nominations from the public, evaluate them, and recommend to the County which lands are worthy of protection. No property can be approved for purchase by the County Commission without approval from the Land Conservation Board. More than 3,770 parcels comprising 237,000 acres have been nominated, and 45,000 acres selected and approved for protection. To date, Alachua County and its partners have protected 18,500 acres.

The total cost of these 18,500 acres was $84 million. Alachua County paid only 36 percent of that — $30 million — due to the efforts of county staff to leverage our resources by getting partners such as Alachua Conservation Trust (a local land trust), the water management districts and the State's Florida Communities Trust to help with the purchases. The cost of the Alachua County Forever program to the average household was $35 a year for 12 years. The cost of Wild Spaces/Public Places to the average household was $45 a year for two years.

Water lily at Ledwith Lake at Bar Hammock Preserve
Photo by Mac Stone

Inner city youth enjoy an outing to Cofrin Park. Alachua County Forever and the City of Gainesville led this tour. *Photo by Dan Rountree*

Volunteers are installing a "Preservation Area" sign on ACF property.
Photo by Larry V. Korhnak

Achievements so far include:

- Expanding the size and connectivity of our largest protected wild lands in Alachua County: Paynes Prairie Preserve State Park, Lochloosa Wildlife Conservation Area and San Felasco Hammock Preserve State Park.

- Protecting a corridor of wild lands that extends from Lake Lochloosa and Orange Lake up through Paynes Prairie, Newnan's Lake and Gum Root Swamp to the Austin Cary Memorial Forest.

- Protecting three miles of the shoreline and forests along the Santa Fe River. While this was a difficult task because of the many small riverfront lots, Alachua County Forever was able to acquire a conservation easement on Camp Kulaqua, protecting 197 acres of riparian wetlands and several springs. Also acquired were 234-acre and 47-acre waterfront properties. A 464-acre property with one-and-a-half miles of river frontage was the latest to be purchased.

County staff is conducting a prescribed burn at Phifer Flatwoods Preserve. Controlled burning is one of the most effective tools that Florida land managers can use.
Photo by Larry V. Korhnak

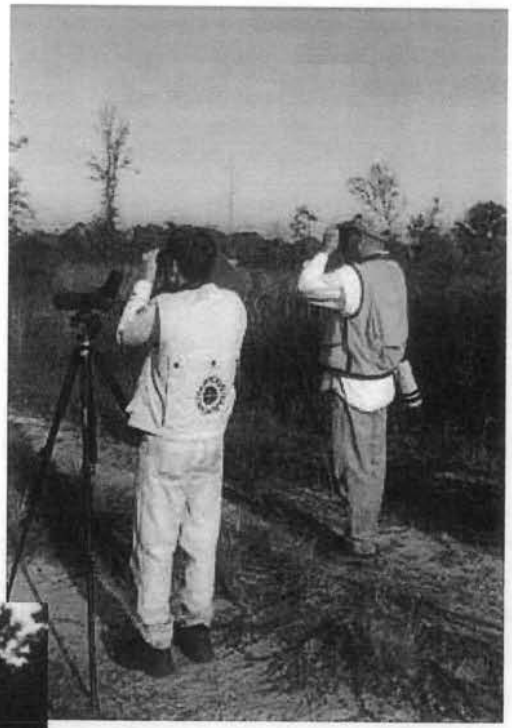
- Protecting 5,500 acres of Levy Prairie, Ledwith Prairie and the Barr Hammock land bridge between them. This project not only buffers Paynes Prairie Preserve State Park, it protected two of the largest intact wetlands in private ownership in Alachua County and provides valuable habitat for sandhill cranes, migratory and resident waterfowl, bald eagles and many other species.

- Protecting 2,000 acres of Watermelon Pond to add to the area already protected by the Florida Division of Forestry. This is Alachua County's best remaining habitat for fox squirrels, gopher tortoises and many other plants and animals adapted to sandhill habitat.

- Protecting the 30-acre Beville Creek/Cofrin Park on NW 8th Avenue near NW 43rd Street. At its dedication, Mayor Pegeen Hanrahan said, "These little urban parks are critically important — they are nature's ambassadors. People learn to love the land by playing in the woods, walking in the creeks, just as I'm sure the Cofrin children did."

- Protecting 1,230-acre Mill Creek Preserve, which is connected to the Santa Fe River and Mill Creek Sink. This property contains the southern-most population of beech/magnolia forest in the United States.

- Developing ecological corridors for the comprehensive plan.



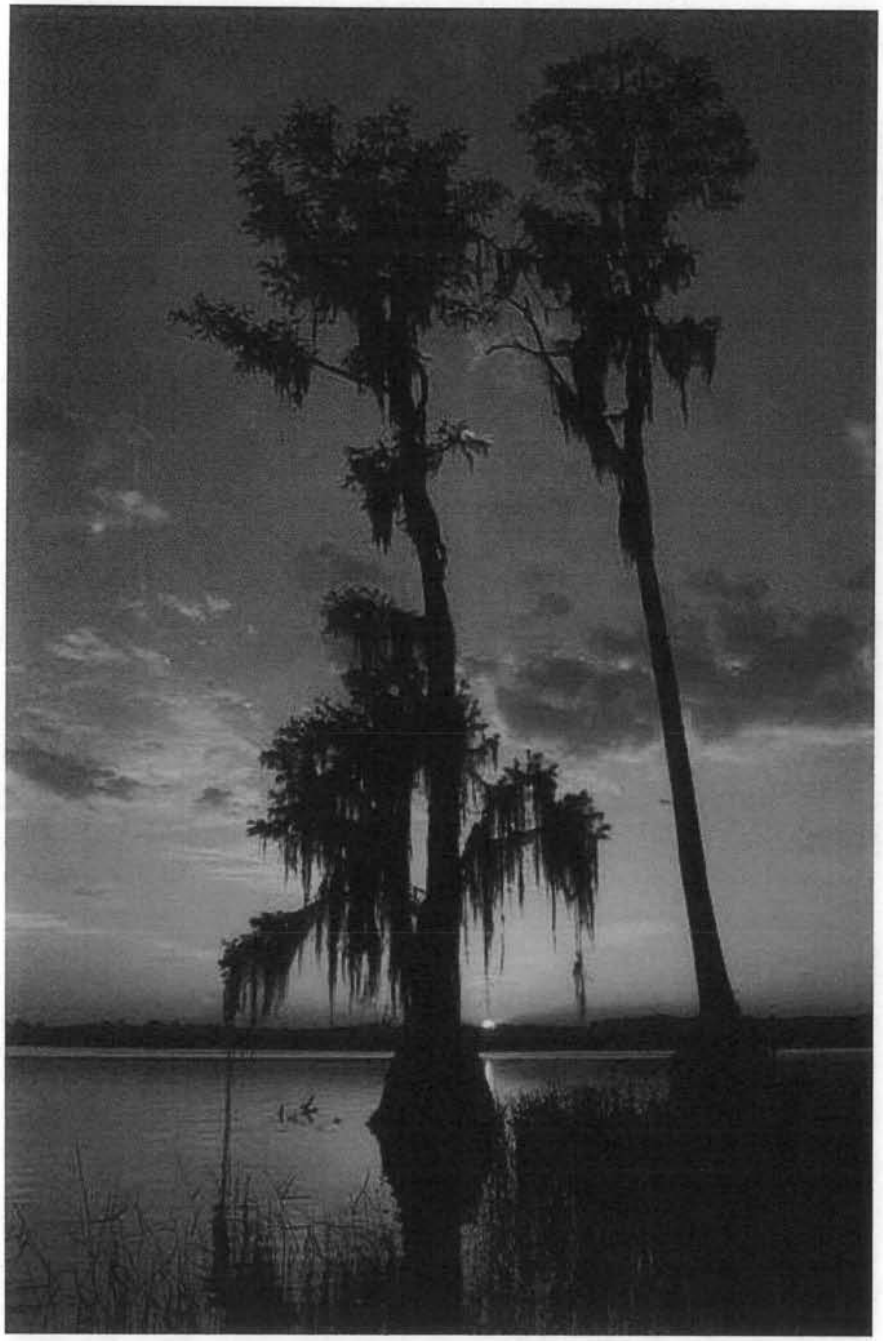
Alachua County Forever preserves are managed for resource-based recreation and make ideal spots for bird-watching. *Photo by County staff*

The Beaver Pond at Mill Creek Nature Preserve. Mill Creek is Alachua County Forever's first acquisition. *Photo by Chris Eversole*

There is much more we can do:

- Protect more of the Santa Fe River shoreline and the wildlife corridor along it.
- Fill in the gaps and widen the wildlife corridor extending from the Orange Creek Basin in southeast Alachua County up to the Santa Fe River in northeast Alachua County.
- Protect a wildlife corridor between San Felasco Hammock and the Santa Fe River, which includes lands around the Deerhaven Power Plant and the Murphree well field.
- Establish an additional wildlife corridor to Paynes Prairie by portecting wetlands and buffer lands around the east shore of Newnan's Lake.
- Find and protect other significant environmental lands with high-quality wildlife habitats.
- Protect high-piority water resources.
- Develop natural, resource-based recreational opportunities where appropriate on the lands that have been purchased.
- Maintain the Land Conservation Board to recommend lands worthy of conservation and to assist staff in finding partners and grants to help in purchasing and managing the lands and easements.
- Continue leveraging stewardship dollars to manage Alachua County Forever land.

Young hikers check out one of the educational signs at Phifer Flatwoods Preserve. A critical program mission is environmental education.
Photo by County staff



The Land Conservation Board is proud of the accomplishments of Alachua County Forever, knowing that Alachua County citizens will treasure these conservation lands for generations to come. Land Conservation Board members also know that much more work remains to be done.

The voters of Alachua County have spoken again and again about their willingness and desire to pay a few more dollars each year in taxes in order to buy important environmental lands and to protect them forever. They recognize the important contribution protecting these lands makes to the quality of life valued here in Alachua County. We hope that the opportunity to do so is continued and a permanent source of funding is established — for the sake of a true Alachua County Forever.

Sunset over Lake Alto *Photo by Larry V. Korhnak*

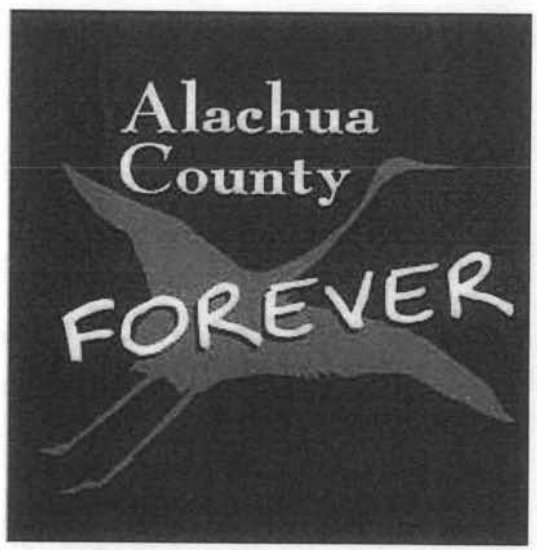
Land Conservation Board Members Past and Present

Nat Frazer	2001-2002
Anne Barnett	2001-2003
Pam Zaber	2001-2003
Michael Campbell	2001-2004
Diyonne McGraw	2001-2006
Anne Barkdoll	2001-2009
Kathleen Cantwell	2001-2009
Jack Hauptman	2001-2010
Bob Simons	2001-2010
Regina Lovings Morse	2002-2009
Pete Colverson	2003-2005
David Auth	2003-2010
Tom Hoctor	2003-2010
Dan Rountree	2004-2011
Gladys Lane	2005-2011
Jason Teisinger	2005-2012
B.J. Bukata	2007-2013
Daniel H. Slone	2009-2009
D.J. Chandler	2009-2009
John Derbish	2009-2011
Joseph Prenger	2010-2012
Christopher B. Kinslow	2010-2012
Darrell F. Hartman	2010-2013
Christine M. Housel	2010-2013

Barr Hammock forms a land bridge between Ledwith and Levy Prairies.
Photo by Robert "Hutch" Hutchinson

Lake Alto Preserve encompasses 662 acres and protects 25 percent of the shoreline. *Photo by Larry V. Korhnak*

Layout by Marj Hauptman


Alachua
County
FOREVER

March 22, 2011 Regular Board Meeting
Agenda Item #28

Title
Presentation from the Land Conservation Board and consider their recommendations pursuant to their review of the Alachua County Forever Active Acquisition List. (Amended)

Amount
N/A

Description
Request for the Board to hear a presentation from the Land Conservation Board and consider their recommendations pursuant to their review of the Alachua County Forever Active Acquisition List.

Recommendation
Hear the presentation and adopt the Land Conservation Board's recommendations regarding the Alachua County Forever Active Acquisition List.

Alternative(s)
The Board should not adopt the Land Conservation Board's recommendations and provide other direction to staff and the Land Conservation Board.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1: Letter to the County Commission with attached Active Acquisition List Status Report

Documents Requiring Action
n/a

Executive Summary
On November 23, 2010, the Alachua County Board of County Commissioners (BoCC) directed the Land Conservation Board (LCB) to review the adopted Alachua County Forever (ACF) Active Acquisition List and report back with a recommendation. Exhibit 1 formally presents our recommendations to the County Commission. The LCB has met four times since receiving the BoCC's direction. They have reviewed the list and recommend keeping the List intact and un-prioritized. They also recommend staff provide the BoCC with the status of each project whenever a contract for purchase is to be considered (Exhibit 2). In addition, the LCB places an emphasis on projects that the staff has been able to develop acquisition, and particularly stewardship, partnerships.

Background
On November 23, 2010, the Alachua County Board of County Commissioners directed the Land Conservation Board to review the Active Acquisition List and report back with a recommendation on the list. On February 10, 2011, after four meetings on this issue, the LCB adopted the following motion: "Request staff to include the following information when proposing projects for purchase to the BoCC, a list of A-list projects that are "likely" or in the "pipeline" and that means under contract, in negotiations,

etc., as well as the entire A-List for reference so that the BoCC knows what is coming up. Additionally, staff should include information about acquisition and management partnerships." The opinion of the LCB is that the decision on such purchases remains properly with the Board of County Commissioners. All projects on the Active Acquisition List still meet the purposes of the Alachua County Forever initiative and may be considered. However, that said, the LCB recommends that preference be given those projects that have acquisition and stewardship partnerships. Stewardship partnerships are especially critical: they are a perpetual commitment to take care of the land. The LCB considers conservation easements to have both acquisition and stewardship partners. Such parcels are less expensive to acquire and the landowner is the steward. In addition, easements keep property on the tax rolls and using easements was promised to voters in 2000. The LCB also recommends that the BoCC move ahead on the small, low-cost projects that are under negotiation. Please be assured that the staff will provide the BOCC with the latest Active Acquisition List Status Report whenever a contract for purchase is to be considered. This provides Commissioners with the current status of potential projects and their worth relative to the project being considered. At this time, a small number of projects are under active consideration. These are either under contract, have a verbal agreement on price or are under negotiation. Other worthy projects are on the Active Acquisition List. If the Commission chooses to give preference to lands with acquisition and stewardship partnerships, it will encourage landowners to seek such partnerships to be favorably considered by the County.

Issues

During each of the four LCB meetings, there was active and collegial discussion regarding the BoCC's intent with this direction. Commissioner Byerly clarified his intent at the January 13, 2011 LCB meeting, by stating that he wanted a sense of where more worthy projects might be behind the one before the BoCC at any given time. With that clarification, the LCB was able to develop the attached report for the BoCC which will be maintained by staff and provided to the BoCC every time a contract is to be considered. At this time, there are 21 projects under active consideration. These are either under contract, have a verbal agreement on price, or are under negotiation. The LCB states in their attached letter that there are other worthy projects on the Active Acquisition List. The LCB also believes these recommendations provide these other landowners with options to develop partnerships and that will increase their likelihood of being favorably considered by the County.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: Exhibit 2 Acquisition List Status Report.pdf
Attachment: Exhibit 1 LCB AList Review Rec letter.pdf

ALACHUA COUNTY LAND CONSERVATION BOARD

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Home Page: www.alachaucountyforever.us
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Jack Hauptman
Chair
Tom Hoctor,
Vice-Chair
Christine M Housel
Secretary

B.J. Bukata
John Derbish
Darrell F Hartman
Gladys Lane
Joseph Prenger
Dan Rountree
Bob Simons
Jason Teisinger

Christopher B Kinslow
Alternate

Memorandum

Date: March 22, 2011

To: Lee Pinkoson, Chairman
Alachua County Board of County Commissioners

From: Jack Hauptman, Chair
Land Conservation Board

Subject: LCB review of Alachua County's Active Acquisition List

On November 23, 2010, the Alachua County Board of County Commissioners directed the Land Conservation Board to review the Active Acquisition List and report back with a recommendation on the list. On February 10, 2011, after four meetings on this issue, the LCB adopted the following motion: *"Request staff to include the following information when proposing projects for purchase to the BoCC, a list of A-list projects that are "likely" or in the "pipeline" and that means under contract, in negotiations, etc., as well as the entire A-List for reference so that the BoCC knows what is coming up. Additionally, staff should include information about acquisition and management partnerships."*

The opinion of the LCB is that the decision on such purchases remains properly with the Board of County Commissioners. All projects on the Active Acquisition List still meet the purposes of the Alachua County Forever initiative and may be considered.

However, that said, the LCB recommends that preference be given those projects that have acquisition and stewardship partnerships. Stewardship partnerships are especially critical: they are a perpetual commitment to take care of the land. The LCB considers conservation easements to have both acquisition and stewardship partners. Such parcels are less expensive to acquire and the landowner is the steward. In addition, easements keep property on the tax rolls and using easements was promised to voters in 2000. The LCB also recommends that the BoCC move ahead on the small, low-cost projects that are under negotiation.

Please be assured that the staff will provide the BOCC with the latest Active Acquisition List Status Report whenever a contract for purchase is to be considered. This provides Commissioners with the current status of potential projects and their worth relative to the project being

considered.

At this time, a small number of projects are under active consideration. These are either under contract, have a verbal agreement on price or are under negotiation. Other worthy projects are on the Active Acquisition List. If the Commission chooses to give preference to lands with acquisition and stewardship partnerships, it will encourage landowners to seek such partnerships to be favorably considered by the County.

It has been our pleasure to assist the Commission with this important review. Please contact us if we may be of any further assistance.

JH/rpb

cc: Board of County Commissioners
Randall H. Reid, County Manager
Chris Bird, Director Environmental Protection Department
Ramesh Buch, Alachua County Forever Land Conservation Program Manager

Acquisition List Status Report

Monday, March 07, 2011

Under Contract

Lake Forest Creek-Kincade and Tabone

LFC06 ACRES: **103** Type: **Conservation Easement**

SITE SCORE: **7.33** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.93**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Kincaide%20TaboneEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting BoCC Acceptance of Option*

Price: $170,000.00 Partner: **Seller (100% Stwd)**

San Felasco Additions-Rolling Meadows

SFA04 ACRES: **208** Type: **Fee**

SITE SCORE: **6** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Rolling%20Meadows%20Investments%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Awaiting BoCC Exercise of Contract*

Price: $2,345,000.00 Partner: **State Parks (100% Stwd)**

Verbal

Barr Hammock-Butler

BAR22 ACRES: **86** Type: **Conservation Easement**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.53**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Butler%20draft%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Awaiting Contract from seller*

Price: Partner: **FRPP (50% Acq), Seller (25% Acq)**

Lake Forest Creek-Smith

LFC09 ACRES: **30** Type: **Conservation Easement**

SITE SCORE: **6.27** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.14**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LFC%20SmithEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Contract Requested*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-McDavid Farms

SFR32 ACRES: **682** Type: **Fee**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Contract Signed, working on SRWMD Partnership and re-configuration*

Price: Partner: **SRMWD (50% Acq & Stwd)**

Santa Fe River-River Rise Addition SFR25 ACRES: **99** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Contract Requested, working on title defects*

Price: Partner: **State Parks (100% Stwd)**

Negotiation

Ledwith Lake-Pitts BAR02 ACRES: **754** Type: **Fee**

SITE SCORE: **8.25** Environmental/Social Subscore: **5.47** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/pittsrudn.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on price and terms. CTF has lead*

Price: Partner: **CTF (100% Acq)**

Ledwith Lake-Webb BAR03 ACRES: **1,755** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *CTF has lead*

Price: Partner: **CTF (100% Acq & Stwd)**

Gainesville Archipelago-Jurecko GNV03 ACRES: **12** Type: **Fee**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Jurecko%20Evaluation.pdf

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Working with City and owner on deal*

Price: Partner: **City of Gainesville (50% Acq. 100% Stwd)**

Kanapaha Prairie-Morgan KAN05 ACRES: **22** Type: **Conservation Easement**

SITE SCORE: **6.2** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Morgan%20Eval.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Seller deciding if sale or donation is better. May also pursue Amendment*

Price: Partner: **Seller (100% Acq& Stwd)**

Lake Santa Fe-Blueberry Hills LAK01 ACRES: **112** Type: **Fee**

SITE SCORE: **6.13** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bluberry%20Hills%20Eval.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2009: Impasse on Terms with Dharma Center. 2010 Fla Citizens Bank inte*

Price: Partner:

Waldo Blueway-Dinh

LAK03 ACRES: **322** Type: **Fee**

SITE SCORE: **7.29** Environmental/Social Subscore: **4.70** Management/Acquisition Subscore: **2.59**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake_Santa_Fe_Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2005: Impasse on price. 2011: expectations reasonable*

Price: Partner:

Plum Creek Auction 6245 (SE Landfill) (Kurzyski)

LCR03 ACRES: **101** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Plum Creek sold at Auction. New Owner wants to sell Fee*

Price: Partner:

Lochloosa Connector-Rimes

LOC12 ACRES: **239** Type: **Fee**

SITE SCORE: **7.47** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/LOC-Rimes-Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *2008: Impasse on price. 2011 expectations reasonable*

Price: Partner:

Northeast Flatwoods

NEF01 ACRES: **7,495** Type: **Conservation Easement**

SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/NEF%20Plum%20Creek%20Timber%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Northeast%20Flatwoods.htm

Comment: *Very large tract (7,000 ac). Plum Creek and Staf working on configuration*

Price: Partner: **Seller (100% Stwd)**

San Felasco Additions-Freeland

SFA06 ACRES: **209** Type: **Conservation Easement/**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Freeland%20evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *2010: Impasse on price. 2011: Owner working on Access.*

Price: Partner: **Seller (100% Stwd)**

River Creek Preserve-GRU

SFR29 ACRES: **98** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. 2010: ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Rayonier #1/Eaton SFR07 ACRES: **42** Type: **Fee**

SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner willing to sell Fee*

Price: Partner:

Santa Fe River-River Creek Preserve SFR27 ACRES: **443** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. 2010: ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Wing SFR11 ACRES: **110** Type: **Conservation Easement**

SITE SCORE: **8.98** Environmental/Social Subscore: **5.87** Management/Acquisition Subscore: **3.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFRWing%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Donation. Working on CE with owner*

Price: Partner: **Seller (100% Stwd)**

Watermelon Pond-Metzger WAT11 ACRES: **635** Type: **Fee**

SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Metzger%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Seller awaiting IRS decision*

Price: Partner: **FFWCC (100% Stwd)**

Impasse

Austin Cary Forest-Bloom & Frank (House) AUS05 ACRES: **6** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Owner retained parcel for house*

Price: Partner:

Donaldson Tracts AUS01 ACRES: **4,642** Type: **Fee**

SITE SCORE: **7.45** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/donaldson%20Eval.pdf

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Impasse on price*

Price: Partner:

Barr Hammock Roads-Baird and Staley BAR07 ACRES: **20** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Beck BAR08 ACRES: **24** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Belcuore BAR09 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Dolan and Wiley BAR10 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gant BAR11 ACRES: **12** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gwitdz/Baird and Staley BAR15 ACRES: **21** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Meffe/Baird and Staley BAR12 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Miskimen BAR13 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Novell BAR14 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Shearer BAR16 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Smith BAR17 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Stevenson BAR18 ACRES: **16** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Suits

BAR19 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock-Thompson

BAR20 ACRES: **169** Type: **Fee**

SITE SCORE: **7.47** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Thompson%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Impasse on price and type of deal*

Price: Partner:

Chitty

BAR04 ACRES: **360** Type: **Conservation Easement**

SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding*

Price: Partner:

Little Hatchet Creek

BBF01 ACRES: **504** Type: **Fee**

SITE SCORE: **6.24** Environmental/Social Subscore: **4.12** Management/Acquisition Subscore: **2.12**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/LHC%20eval.pdf

REPA SCORE: 6.58 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Buck%20Bay%20Flatwoods.htm

Comment: *Impasse on price. City FCT grant expired*

Price: Partner:

Burnette Lake-Barber

BUR01 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **5.15** Environmental/Social Subscore: **2.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Durando

BUR02 ACRES: **32** Type: **Conservation Easement**

SITE SCORE: **6.55** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Fuentes BUR03 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-McAlister BUR05 ACRES: **3** Type: **Fee**

SITE SCORE: **5.4** Environmental/Social Subscore: **3.60** Management/Acquisition Subscore: **1.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Newman BUR06 ACRES: **20** Type: **Fee**

SITE SCORE: **5.95** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Schultz BUR04 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-TOTU BUR07 ACRES: **380** Type: **Conservation Easement**

SITE SCORE: **6.89** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Unwilling. Was Keystone.*

Price: Partner: **Seller (100% Stwd)**

Gainesville Archipelago-Dickinson & Dickinson GNV02 ACRES: **90** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

Gainesville Archipelago-Matt Dickinson

GNV04 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

High Springs Park

HIG01 ACRES: **15** Type: **Fee**

SITE SCORE: **6.07** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

REPA SCORE: 6.07 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

Comment: *Impasse on price. City FCT Grant Expired*

Price: Partner: **City of High Springs (100% Stwd)**

Pierson Sink

KAN04 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **6.67** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Eval%20Pierson%20Sink.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Wacahoota Road City Tract

KAN02 ACRES: **237** Type: **Fee**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/KAN-CoG-Archery-Range%20evaluation.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *City and County could not agree on sale*

Price: Partner:

Lake Forest Creek-Adkinson

LFC01 ACRES: **12** Type: **Fee**

SITE SCORE: **6.64** Environmental/Social Subscore: **4.24** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/adkinson.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Unwilling*

Price: Partner:

Lake Forest Creek-Daemer

LFC04 ACRES: **54** Type: **Fee**

SITE SCORE: **7.02** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/daemer.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Sovereign Lands claim*

Price: Partner:

Lake Forest Creek-Floyd

LFC07 ACRES: **0** Type: **Fee**

SITE SCORE: **5.8** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Floyd%20%20Floyd%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Lake Forest Creek-Lewis

LFC08 ACRES: **1** Type: **Fee**

SITE SCORE: **4.93** Environmental/Social Subscore: **3.07** Management/Acquisition Subscore: **1.86**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Lewis%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Demetree

LFC10 ACRES: **63** Type: **Fee**

SITE SCORE: **6.73** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/MorningsideAdditionsEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Johnson

LFC02 ACRES: **70** Type: **Fee**

SITE SCORE: **7.16** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/JohnsonEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Krugman

LFC03 ACRES: **29** Type: **Fee**

SITE SCORE: **6.86** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Krugman%20Kadi%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting acquisition of Keystone (Rewis)*

Price: $12,500.00 Partner:

Lake Santa Fe-Parker

LAK02 ACRES: **206** Type: **Fee**

SITE SCORE: **5.86** Environmental/Social Subscore: **3.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Parker%20Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price. Seller developed infrastructure and impacted property*

Price: Partner:

Waldo Blueway-Blankenship LAK15 ACRES: **141** Type: **Fee**

SITE SCORE: **7** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Blankenship.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Boree & Huber LAK07 ACRES: **60** Type: **Fee**

SITE SCORE: **7.04** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LAKBoreeEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Waldo Blueway-Murphey LAK11 ACRES: **70** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Peterson LAK13 ACRES: **93** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Ramsden (house) LAK08 ACRES: **3** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *House parcel. Owner lives on site*

Price: Partner:

Waldo Blueway-Straughn (road) LAK10 ACRES: **280** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Owner retained parcel for farm*

Price: Partner:

Waldo Blueway-Winchester LAK05 ACRES: **40** Type: **Fee**

SITE SCORE: **6.7** Environmental/Social Subscore: **4.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/WinchesterEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Lake Tuscawilla-Reddick/Blauer TUS03 ACRES: **75** Type: **Conservation Easement**

SITE SCORE: **6.69** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Reddick%20Evaluation.pdf

REPA SCORE: 7.13 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TUS%20REPA.pdf

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Lake Tuscawilla-Reddick/Fagerberg TUS05 ACRES: **8** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Little Orange Creek LCR04 ACRES: **2,605** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse on price. Plum Creek chose NE Flatwoods for priority*

Price: Partner:

Lochloosa Creek-Phifer Flatwoods 1 acre LCR06 ACRES: **9** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT retained*

Price: Partner:

Plum Creek Auction 6235 (Po Ying Sem) LCR02 ACRES: **45** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *ACT has lead*

Price: Partner:

Lochloosa Connector-Andrews LOC13 ACRES: **26** Type: **Fee**

SITE SCORE: **6.87** Environmental/Social Subscore: **3.67** Management/Acquisition Subscore: **3.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Full%20evaluation%20Andrews.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Small (26 ac) CE. Awaiting acquisition of Keystone*

Price: Partner:

Lochloosa Connector-F Wood (house) LOC18 ACRES: **5** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Unwilling*

Price: Partner:

Lochloosa Connector-Hogan1 LOC14 ACRES: **80** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan2 LOC15 ACRES: **100** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan3 LOC16 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Holloway LOC21 ACRES: **176** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Les-Que Two

LOC11 ACRES: **522** Type: **Fee**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LesQueTwoeval.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Lochloosa Connector-McLeod Sliver Springs

LOC09 ACRES: **1,115** Type: **Conservation Easement**

SITE SCORE: **7.89** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/LOC_McLeod_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Richardson

LOC05 ACRES: **328** Type: **Fee**

SITE SCORE: **6.87** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Richardson_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Could not come to terms in Conservation Easement. Sovereign Lands issu*

Price: Partner:

Lochloosa Connector-Tillman

LOC17 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Plum Creek Auction 6210d

LOC07 ACRES: **115** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Plum Creek Auction 6250e portion

LSL01 ACRES: **110** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.73 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Slough%20Flatwoods.htm

Comment: *Isolated piece. Awaiting acquisition of Keystone (Plum Creek CE)*

Price: Partner:

McCormick Island

MCC01 ACRES: **841** Type: **Donation**

SITE SCORE: **7.04** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

REPA SCORE: 7.04 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

Comment: *Unwilling. Soverign lands issues*

Price: Partner:

Mill Creek Northern Addition

MLL03 ACRES: **205** Type: **Fee**

SITE SCORE: **7.53** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **3.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/James_Evaluation.pdf

REPA SCORE: 7.40 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Mill%20Creek%20REPA.htm

Comment: *Impasse on price*

Price: Partner:

IFAS Unit

MHF03 ACRES: **520** Type: **Fee**

SITE SCORE: **6.35** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/IFAS_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Millhopper%20Flatwoods.htm

Comment: *Could not come to terms*

Price: Partner: **ACT (100% Stwd)**

Paynes Prairie Additions-Priaire View Trust

PPA03 ACRES: **181** Type: **Fee**

SITE SCORE: **7.6** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Prairie_View_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Paynes_Prairie_Addition.htm

Comment: *Unwilling. May donate parcel after mitigation credits sold*

Price: Partner:

San Felasco Additions-Beaver Creek

SFA01 ACRES: **39** Type: **Fee**

SITE SCORE: **6.38** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Beaver_Creek_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Rejected by the BoCC*

Price: $1,000,000.00 Partner:

San Felasco Additions-Shermyen

SFA02 ACRES: **80** Type: **Fee**

SITE SCORE: **6.47** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Shermyen_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Could not agree on terms*

Price: Partner:

Konish Tract SFR01 ACRES: **0** Type: **Fee**

SITE SCORE: **6.9** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/PoeSOE.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Burton SFR24 ACRES: **5** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Deloach SFR22 ACRES: **8** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Poe Springs Properties SFR23 ACRES: **20** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Ajlani SFR06 ACRES: **40** Type: **Fee**

SITE SCORE: **5.33** Environmental/Social Subscore: **3.33** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Ajlani.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Gainey SFR09 ACRES: **30** Type: **Fee**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Gainey.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

River Creek Preserve-Bradham

SFR31 ACRES: **94** Type: **Fee**

SITE SCORE: **6.73** Environmental/Social Subscore: **4.73** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bradham%20-%20Plum%20Creek%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

River Creek Preserve-Jensen

SFR28 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Awaiting acquisition of Keystone (River Creek Preserve)*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-AP&E Addition (Eddy & Hodges)

SFR26 ACRES: **5** Type: **Fee**

SITE SCORE: **6.67** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Eddy%20Hodges%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Santa Fe River-Lundgren

SFR05 ACRES: **292** Type: **Conservation Easement**

SITE SCORE: **7.7** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Lundgren%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Mims

SFR02 ACRES: **10** Type: **Fee**

SITE SCORE: **7.43** Environmental/Social Subscore: **4.87** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Mims%20SFR.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price and awaiting keystone (Shepherd/Abdoni)*

Price: Partner: **SRMWD (100% Acq & Stwd)**

Santa Fe River-Nesbitt & Skinner

SFR13 ACRES: **59** Type: **Conservation Easement**

SITE SCORE: **7.7** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Nesbitt%20Skinner%20Jr.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to N G Wade (SFR21)*

Price: Partner:

Santa Fe River-Pakula/Abdoney

SFR16 ACRES: **24** Type: **Fee**

SITE SCORE: **7.37** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Pauly%20Pakula%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. 2008: new owner rejected SRWMD offer*

Price: Partner:

Santa Fe River-Palmore

SFR18 ACRES: **92** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rawls

SFR10 ACRES: **180** Type: **Conservation Easement**

SITE SCORE: **7.67** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rawls%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rayonier #1/Southall

SFR33 ACRES: **84** Type: **Fee**

SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to another owner. No response*

Price: Partner:

Santa Fe River-Rayonier #2

SFR19 ACRES: **384** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Title Defect*

Price: Partner:

Santa Fe River-Shepherd & Walls

SFR03 ACRES: **203** Type: **Fee**

SITE SCORE: **7.77** Environmental/Social Subscore: **5.33** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Shepherd%20Walls.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. 2008: new owner rejected SRWMD offer*

Price: Partner:

Santa Fe River-Smith

SFR20 ACRES: **40** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price. Access issue*

Price: Partner:

Santa Fe River-Zinn

SFR17 ACRES: **41** Type: **Conservation Easement**

SITE SCORE: **5.07** Environmental/Social Subscore: **2.80** Management/Acquisition Subscore: **2.27**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Zinn%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Humphrey Tract

BAT01 ACRES: **10** Type: **Conservation Easement**

SITE SCORE: **6.22** Environmental/Social Subscore: **4.00** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

REPA SCORE: 6.22 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Brennan

WAT04 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **7.22** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Elliott

WAT05 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **7.13** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

WAT02 ACRES: **35** Type: **Conservation Easement**

SITE SCORE: **7.47** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Acquisition List Status Report

Tuesday, March 22, 2011

Under Contract

Lake Forest Creek-Kincade and Tabone

LFC06 ACRES: **103** Type: **Conservation Easement**

SITE SCORE: **7.33** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.93**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Kincaide%20TaboneEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting BoCC Acceptance of Option*

Price: $170,000.00 Partner: **Seller (100% Stwd)**

San Felasco Additions-Rolling Meadows

SFA04 ACRES: **208** Type: **Fee**

SITE SCORE: **6** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Rolling%20Meadows%20Investments%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Awaiting BoCC Exercise of Contract*

Price: $2,345,000.00 Partner: **State Parks (100% Stwd)**

Verbal

Barr Hammock-Butler

BAR22 ACRES: **86** Type: **Conservation Easement**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.40** Management/Acquisition Subscore: **2.53**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Butler%20draft%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Awaiting Contract from seller*

Price: Partner: **FRPP (50% Acq), Seller (25% Acq)**

Lake Forest Creek-Smith

LFC09 ACRES: **30** Type: **Conservation Easement**

SITE SCORE: **6.27** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.14**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LFC%20SmithEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Contract Requested*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-River Rise Addition

SFR25 ACRES: **99** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Contract Requested, working on title defects*

Price: Partner: **State Parks (100% Stwd)**

Negotiation

Ledwith Lake-Pitts

BAR02 ACRES: **754** Type: **Fee**

SITE SCORE: **8.25** Environmental/Social Subscore: **5.47** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/pittsrudn.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on price and terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq)**

Ledwith Lake-Webb

BAR03 ACRES: **1,755** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *2003: Impasse on terms. 2010: CTF has lead*

Price: Partner: **CTF (100% Acq & Stwd)**

Gainesville Archipelago-Jurecko

GNV03 ACRES: **12** Type: **Fee**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/Jurecko%20Evaluation.pdf

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Working with City and owner*

Price: Partner: **City of Gainesville (50% Acq. 100% Stwd)**

Kanapaha Prairie-Morgan

KAN05 ACRES: **22** Type: **Conservation Easement**

SITE SCORE: **6.2** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.13**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Morgan%20Eval.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Seller deciding if sale or donation is better. May also pursue Amendment 4 CE*

Price: Partner: **Seller (100% Acq& Stwd)**

Lake Santa Fe-Blueberry Hills

LAK01 ACRES: **112** Type: **Fee**

SITE SCORE: **6.13** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bluberry%20Hills%20Eval.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2009: Impasse on Terms with Dharma Center. 2010 Fla Citizens Bank interested in sale*

Price: Partner:

Waldo Blueway-Dinh

LAK03 ACRES: **322** Type: **Fee**

SITE SCORE: **7.29** Environmental/Social Subscore: **4.70** Management/Acquisition Subscore: **2.59**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake_Santa_Fe_Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *2005: Impasse on price. 2011: expectations reasonable*

Price: Partner:

Plum Creek Auction 6245 (SE Landfill) (Kurzyski) LCR03 ACRES: 101 Type: Fee

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Plum Creek sold at Auction. New Owner wants to sell Fee*

Price: Partner:

Lochloosa Connector-Rimes LOC12 ACRES: 239 Type: Fee

SITE SCORE: **7.47** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/LOC-Rimes-Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *2008: Impasse on price. 2011 expectations reasonable*

Price: Partner:

Northeast Flatwoods NEF01 ACRES: 7,495 Type: Conservation Easement

SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/NEF%20Plum%20Creek%20Timber%20Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Northeast%20Flatwoods.htm

Comment: *Very large tract (7,000 ac). Plum Creek and Staff working on configuration*

Price: Partner: **Seller (100% Stwd)**

San Felasco Additions-Freeland SFA06 ACRES: 209 Type: Conservation Easement

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Freeland%20evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *2010: Impasse on price. Owner working on improving access.*

Price: Partner: **Seller (100% Stwd)**

River Creek Preserve-GRU SFR29 ACRES: 98 Type: Fee

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. 2010: ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-McDavid Farms SFR32 ACRES: 682 Type: Fee

SITE SCORE: **6.53** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.00**

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *In appraisal, working on SRWMD and re-configuration*

Price: Partner: **SRMWD (50% Acq & Stwd)**

Santa Fe River-Nesbitt & Skinner/Santa Fe River Ranc ACRES: **59** Type: **Fee**

SITE SCORE: **7.7** Environmental/Social Subscore: **5.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Nesbitt%20Skinner%20Jr.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to N G Wade (SFR21). Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 working with County*

Price: Partner:

Santa Fe River-Pakula/Santa Fe River Ranch SFR16 ACRES: **24** Type: **Fee**

SITE SCORE: **7.37** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Pauly%20Pakula%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 working with County*

Price: Partner:

Santa Fe River-Rayonier #1/Eaton SFR07 ACRES: **42** Type: **Fee**

SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *New Owner willing to sell Fee*

Price: Partner:

Santa Fe River-River Creek Preserve SFR27 ACRES: **443** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2009: Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Santa Fe River-Shepherd & Walls/Santa Fe River Ranc ACRES: **203** Type: **Fee**

SITE SCORE: **7.77** Environmental/Social Subscore: **5.33** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Shepherd%20Walls.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *2005: Impasse on price. Sold to Santa Fe River Ranch. 2008: rejected SRWMD offer. 2011 working with County*

Price: Partner:

Santa Fe River-Wing SFR11 ACRES: **110** Type: **Conservation Easement**

SITE SCORE: **8.98** Environmental/Social Subscore: **5.87** Management/Acquisition Subscore: **3.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFRWing%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Donation. Working on CE with owner*

Price: Partner: **Seller (100% Stwd)**

Watermelon Pond-Metzger WAT11 ACRES: **635** Type: **Fee**

SITE SCORE: **6.8** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Metzger%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *In re-appraisal*

Price: Partner: **FFWCC (50% Stwd)**

Impasse

Austin Cary Forest-Bloom & Frank (House) AUS05 ACRES: **6** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Owner retained parcel for house*

Price: Partner:

Donaldson Tracts AUS01 ACRES: **4,642** Type: **Fee**

SITE SCORE: **7.45** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.78**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/donaldson%20Eval.pdf

REPA SCORE: 7.36 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Austin%20CaryREPA.htm

Comment: *Impasse on price*

Price: Partner:

Barr Hammock Roads-Baird and Staley BAR07 ACRES: **20** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Beck BAR08 ACRES: **24** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Belcuore BAR09 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Dolan and Wiley BAR10 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gant BAR11 ACRES: **12** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Gwitdz/Baird and Staley BAR15 ACRES: **21** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Meffe/Baird and Staley BAR12 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Miskimen BAR13 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Novell BAR14 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Shearer BAR16 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Smith BAR17 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Stevenson BAR18 ACRES: **16** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock Roads-Suits BAR19 ACRES: **11** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Acquisition of Perry/Delcala makes this acquisition unnecessary*

Price: Partner:

Barr Hammock-Thompson BAR20 ACRES: **169** Type: **Fee**

SITE SCORE: **7.47** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Thompson%20full%20eval.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *Impasse on price and type of deal*

Price: Partner:

Chitty BAR04 ACRES: **360** Type: **Conservation Easement**

SITE SCORE: **7.13** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Chitty%20Stardust%20Ranch.pdf

REPA SCORE: 7.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/BARREPA.pdf

Comment: *In litigation between family. CTF working on NRCS/WRP funding*

Price: Partner:

Little Hatchet Creek BBF01 ACRES: **504** Type: **Fee**

SITE SCORE: **6.24** Environmental/Social Subscore: **4.12** Management/Acquisition Subscore: **2.12**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/LHC%20eval.pdf

REPA SCORE: 6.58 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Buck%20Bay%20Flatwoods.htm

Comment: *Impasse on price. City FCT grant expired*

Price: Partner:

Burnette Lake-Barber BUR01 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **5.15** Environmental/Social Subscore: **2.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Durando BUR02 ACRES: **32** Type: **Conservation Easement**

SITE SCORE: **6.55** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-Fuentes BUR03 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-McAlister BUR05 ACRES: **3** Type: **Fee**

SITE SCORE: **5.4** Environmental/Social Subscore: **3.60** Management/Acquisition Subscore: **1.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Newman BUR06 ACRES: **20** Type: **Fee**

SITE SCORE: **5.95** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner:

Burnette Lake-Schultz BUR04 ACRES: **20** Type: **Conservation Easement**

SITE SCORE: **6.15** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Keystone parcel (Temple of the Universe) was withdrawn by owner*

Price: Partner: **Seller (100% Stwd)**

Burnette Lake-TOTU BUR07 ACRES: **380** Type: **Conservation Easement**

SITE SCORE: **6.89** Environmental/Social Subscore: **4.67** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TempleEval.pdf

REPA SCORE: 6.93 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Burnette%20Lake.htm

Comment: *Unwilling. Was Keystone.*

Price: Partner: **Seller (100% Stwd)**

Gainesville Archipelago-Dickinson & Dickinson GNV02 ACRES: **90** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

Gainesville Archipelago-Matt Dickinson GNV04 ACRES: **10** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Hogtown%20Woods.htm

Comment: *Impasse on price*

Price: Partner:

High Springs Park HIG01 ACRES: **15** Type: **Fee**

SITE SCORE: **6.07** Environmental/Social Subscore: **4.07** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

REPA SCORE: 6.07 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/HIG%20Repa.htm

Comment: *Impasse on price. City FCT Grant Expired*

Price: Partner: **City of High Springs (100% Stwd)**

Pierson Sink KAN04 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **6.67** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Eval%20Pierson%20Sink.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Wacahoota Road City Tract

KAN02 ACRES: **237** Type: **Fee**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.66**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/KAN-CoG-Archery-Range%20evaluation.pdf

REPA SCORE: 7.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Kanapaha%20Prairie.htm

Comment: *City and County could not agree on sale*

Price: Partner:

Lake Forest Creek-Adkinson

LFC01 ACRES: **12** Type: **Fee**

SITE SCORE: **6.64** Environmental/Social Subscore: **4.24** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/adkinson.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Unwilling*

Price: Partner:

Lake Forest Creek-Daemer

LFC04 ACRES: **54** Type: **Fee**

SITE SCORE: **7.02** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/daemer.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price. Sovereign Lands claim*

Price: Partner:

Lake Forest Creek-Floyd

LFC07 ACRES: **0** Type: **Fee**

SITE SCORE: **5.8** Environmental/Social Subscore: **3.93** Management/Acquisition Subscore: **1.87**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Floyd%20%20Floyd%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Lake Forest Creek-Lewis

LFC08 ACRES: **1** Type: **Fee**

SITE SCORE: **4.93** Environmental/Social Subscore: **3.07** Management/Acquisition Subscore: **1.86**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Lewis%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Demetree

LFC10 ACRES: **63** Type: **Fee**

SITE SCORE: **6.73** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/MorningsideAdditionsEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Johnson LFC02 ACRES: **70** Type: **Fee**

SITE SCORE: **7.16** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/JohnsonEvaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Impasse on price*

Price: Partner:

Morningside Paynes Prairie Connector-Krugman LFC03 ACRES: **29** Type: **Fee**

SITE SCORE: **6.86** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Krugman%20Kadi%20Evaluation.pdf

REPA SCORE: 7.42 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Forest%20Creek.htm

Comment: *Awaiting acquisition of Keystone (Rewis)*

Price: $12,500.00 Partner:

Lake Santa Fe-Parker LAK02 ACRES: **206** Type: **Fee**

SITE SCORE: **5.86** Environmental/Social Subscore: **3.53** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Parker%20Evaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price. Seller developed infrastructure and impacted property*

Price: Partner:

Waldo Blueway-Blankenship LAK15 ACRES: **141** Type: **Fee**

SITE SCORE: **7** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Blankenship.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Boree & Huber LAK07 ACRES: **60** Type: **Fee**

SITE SCORE: **7.04** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.44**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LAKBoreeEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Waldo Blueway-Murphey LAK11 ACRES: **70** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Peterson LAK13 ACRES: **93** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Impasse on price*

Price: Partner:

Waldo Blueway-Ramsden (house) LAK08 ACRES: **3** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *House parcel. Owner lives on site*

Price: Partner:

Waldo Blueway-Straughn (road) LAK10 ACRES: **280** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Owner retained parcel for farm*

Price: Partner:

Waldo Blueway-Winchester LAK05 ACRES: **40** Type: **Fee**

SITE SCORE: **6.7** Environmental/Social Subscore: **4.30** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/WinchesterEvaluation.pdf

REPA SCORE: 6.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lake%20Santa%20Fe.htm

Comment: *Awaiting acquisition of Keystone (Dinh)*

Price: Partner:

Lake Tuscawilla-Reddick/Blauer TUS03 ACRES: **75** Type: **Conservation Easement**

SITE SCORE: **6.69** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Reddick%20Evaluation.pdf

REPA SCORE: 7.13 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/TUS%20REPA.pdf

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Lake Tuscawilla-Reddick/Fagerberg TUS05 ACRES: **8** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on price. ACT has lead*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

Little Orange Creek LCR04 ACRES: **2,605** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *Impasse on price. Plum Creek chose NE Flatwoods for priority*

Price: Partner:

Lochloosa Creek-Phifer Flatwoods 1 acre LCR06 ACRES: **9** Type:

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *ACT retained*

Price: Partner:

Plum Creek Auction 6235 (Po Ying Sem) LCR02 ACRES: **45** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.87 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Creek%20Flatwoods%20REPA.htm

Comment: *ACT has lead*

Price: Partner:

Lochloosa Connector-Andrews LOC13 ACRES: **26** Type: **Fee**

SITE SCORE: **6.87** Environmental/Social Subscore: **3.67** Management/Acquisition Subscore: **3.20**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Full%20evaluation%20Andrews.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Small (26 ac) CE. Awaiting acquisition of Keystone*

Price: Partner:

Lochloosa Connector-F Wood (house) LOC18 ACRES: **5** Type:

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Unwilling*

Price: Partner:

Lochloosa Connector-Hogan1 LOC14 ACRES: **80** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan2 LOC15 ACRES: **100** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Hogan3 LOC16 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Lochloosa Connector-Holloway LOC21 ACRES: **176** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: REPA Link:

Comment: *Impasse on terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Les-Que Two LOC11 ACRES: **522** Type: **Fee**

SITE SCORE: **6.53** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.26**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/LesQueTwoeval.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Lochloosa Connector-McLeod Sliver Springs LOC09 ACRES: **1,115** Type: **Conservation Easement**

SITE SCORE: **7.89** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/LOC_McLeod_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Lochloosa Connector-Richardson LOC05 ACRES: **328** Type: **Fee**

SITE SCORE: **6.87** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Richardson_Evaluation.pdf

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms in Conservation Easement. Sovereign Lands issue*

Price: Partner:

Lochloosa Connector-Tillman

LOC17 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on terms. CTF has lead*

Price: Partner: **FRPP (50% Acq); Seller (100% Stwd)**

Plum Creek Auction 6210d

LOC07 ACRES: **115** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.18 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Forest-Levy%20Prairie.htm

Comment: *Impasse on price*

Price: Partner:

Plum Creek Auction 6250e portion

LSL01 ACRES: **110** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.73 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Lochloosa%20Slough%20Flatwoods.htm

Comment: *Isolated piece. Awaiting acquisition of Keystone (Plum Creek CE)*

Price: Partner:

McCormick Island

MCC01 ACRES: **841** Type: **Fee**

SITE SCORE: **7.04** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

REPA SCORE: 7.04 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/McCormick%20Island.htm

Comment: *Unwilling. Soverign lands issues*

Price: Partner:

Mill Creek Northern Addition

MLL03 ACRES: **205** Type: **Full Fee**

SITE SCORE: **7.53** Environmental/Social Subscore: **3.73** Management/Acquisition Subscore: **3.80**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/James_Evaluation.pdf

REPA SCORE: 7.40 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Mill%20Creek%20REPA.htm

Comment: *Impasse on price*

Price: Partner:

IFAS Unit

MHF03 ACRES: **520** Type: **Fee**

SITE SCORE: **6.35** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/IFAS_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Millhopper%20Flatwoods.htm

Comment: *Could not come to terms on lease*

Price: Partner: **ACT (100% Stwd)**

Paynes Prairie Additions-Priaire View Trust

PPA03 ACRES: **181** Type: **Fee**

SITE SCORE: **7.6** Environmental/Social Subscore: **4.93** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Prairie_View_Evaluation.pdf

REPA SCORE: 6.98 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Paynes_Prairie_Addition.htm

Comment: *Unwilling. May donate parcel after mitigation credits sold*

Price: Partner:

San Felasco Additions-Beaver Creek

SFA01 ACRES: **39** Type: **Fee**

SITE SCORE: **6.38** Environmental/Social Subscore: **4.27** Management/Acquisition Subscore: **2.11**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Beaver_Creek_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Rejected by the BoCC*

Price: $1,000,000.00 Partner:

San Felasco Additions-Shermyen

SFA02 ACRES: **80** Type: **Fee**

SITE SCORE: **6.47** Environmental/Social Subscore: **3.80** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Shermyen_Evaluation.pdf

REPA SCORE: 7.29 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/SFA%20REPA.pdf

Comment: *Could not agree on terms in Conservation Easement*

Price: Partner:

Konish Tract

SFR01 ACRES: **0** Type: **Fee**

SITE SCORE: **6.9** Environmental/Social Subscore: **4.20** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/PoeSOE.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Burton

SFR24 ACRES: **5** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Deloach

SFR22 ACRES: **8** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Konish Tract-Poe Springs Properties

SFR23 ACRES: **20** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link:

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Ajlani

SFR06 ACRES: **40** Type: **Fee**

SITE SCORE: **5.33** Environmental/Social Subscore: **3.33** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Ajlani.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Mud Swamp Additions-Gainey

SFR09 ACRES: **30** Type: **Fee**

SITE SCORE: **6.93** Environmental/Social Subscore: **4.60** Management/Acquisition Subscore: **2.33**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Gainey.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

River Creek Preserve-Bradham

SFR31 ACRES: **94** Type: **Fee**

SITE SCORE: **6.73** Environmental/Social Subscore: **4.73** Management/Acquisition Subscore: **2.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Bradham%20-%20Plum%20Creek%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **ACT/FCT (100% Acq & Stwd)**

River Creek Preserve-Jensen

SFR28 ACRES: **20** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Awaiting acquisition of Keystone (River Creek Preserve)*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-AP&E Addition (Eddy & Hodges)

SFR26 ACRES: **5** Type: **Fee**

SITE SCORE: **6.67** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **2.54**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/Eddy%20Hodges%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner:

Santa Fe River-Lundgren

SFR05 ACRES: **292** Type: **Conservation Easement**

SITE SCORE: **7.7** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.70**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Lundgren%20Evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Mims

SFR02 ACRES: **10** Type: **Conservation Easement**

SITE SCORE: **7.43** Environmental/Social Subscore: **4.87** Management/Acquisition Subscore: **2.56**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Mims%20SFR.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price and awaiting keystone (Shepherd/Abdoni)*

Price: Partner: **SRMWD (100% Acq & Stwd)**

Santa Fe River-Palmore

SFR18 ACRES: **92** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rawls

SFR10 ACRES: **180** Type: **Conservation Easement**

SITE SCORE: **7.67** Environmental/Social Subscore: **5.00** Management/Acquisition Subscore: **2.67**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rawls%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Santa Fe River-Rayonier #1/Southall

SFR33 ACRES: **84** Type: **Fee**

SITE SCORE: **7.2** Environmental/Social Subscore: **4.80** Management/Acquisition Subscore: **2.40**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Rayonier1%20SFR%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Sold to another owner. No response*

Price: Partner:

Santa Fe River-Rayonier #2

SFR19 ACRES: **384** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Title Defect*

Price: Partner:

Santa Fe River-Smith

SFR20 ACRES: **40** Type: **Fee**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Impasse on price. Access issue*

Price: Partner:

Santa Fe River-Zinn

SFR17 ACRES: **41** Type: **Conservation Easement**

SITE SCORE: **5.07** Environmental/Social Subscore: **2.80** Management/Acquisition Subscore: **2.27**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Zinn%20evaluation.pdf

REPA SCORE: 8.96 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/Santa%20Fe%20River%20Report.htm

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Humphrey Tract

BAT01 ACRES: **10** Type: **Conservation Easement**

SITE SCORE: **6.22** Environmental/Social Subscore: **4.00** Management/Acquisition Subscore: **2.22**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

REPA SCORE: 6.22 REPA Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/BAT%20REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Brennan

WAT04 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **7.22** Environmental/Social Subscore: **4.33** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Elliott

WAT05 ACRES: **40** Type: **Conservation Easement**

SITE SCORE: **7.13** Environmental/Social Subscore: **4.13** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Impasse on price*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

WAT02 ACRES: **35** Type: **Conservation Easement**

SITE SCORE: **7.47** Environmental/Social Subscore: **4.47** Management/Acquisition Subscore: **3.00**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Howell

WAT09 ACRES: **1** Type: **Conservation Easement**

SITE SCORE: **n/a** Environmental/Social Subscore: Management/Acquisition Subscore:

Site Eval Link: n/a

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Could not come to terms in Conservation Easement*

Price: Partner: **Seller (100% Stwd)**

Section 11-Warny

WAT06 ACRES: **80** Type: **Conservation Easement**

SITE SCORE: **7.42** Environmental/Social Subscore: **4.53** Management/Acquisition Subscore: **2.89**

Site Eval Link: http://www.alachuacounty.us/Depts/EPD/LandConservation/Documents/EVALS/Section%2011%20Evaluation.pdf

REPA SCORE: 7.47 REPA Link: http://www.alachuacounty.us/Depts/EPD/Documents/Land/CurrentProjects/WAT-REPA.pdf

Comment: *Unwilling*

Price: Partner: **Seller (100% Stwd)**

Note: This Report does not include conserved sites. Report is sorted by Status-Project-Element

Note: No Element score is reported when site evaluation was not performed. An Element is a complete ownership within a project and is considered one deal

Note: REPA is the Rapid Ecological Project Assessment, whihc is the macro boundary containing many individual ownerships (Elements)

Note: Partnerships Acq = Acquisition; Stwd = Stewardship

March 22, 2011 Regular Board Meeting
Agenda Item #30

Title
Public Hearing to Amend the FY11 Budget for Changes in Fund Balances and Other Revenues (Amended)

Amount
Various

Description
Conduct a public hearing to amend the FY11 budget for changes in fund balances and other revenues.

Recommendation
Conduct a public hearing, adopt resolutions and approve budget amendments for the FY11 budget.

Alternative(s)
Do not conduct the public hearing, adopt resolutions nor approve budget amendments.

Requested By
Suzanne Gable

Originating Department
Office of Management and Budget

Attachment(s) Description
Resolutions, budget amendments, advertisement, FY11 budget adjustments by fund and departments

Documents Requiring Action
Resolutions and budget amendments

Executive Summary
The Office of Management and Budget (OMB) has advertised a public hearing to amend the FY11 budget for changes in fund balances and other revenues. Staff is requesting approval of related resolutions and budget amendments.

Background
On February 22, 2011, the Board of County Commissioners approved that OMB advertise a public hearing for mid-year adjustments of FY11 budgeted fund balances. The Board's Comprehensive Financial Policies allow for the adjustment of the budget to reflect actual beginning fund balances following the completion of our annual audit. OMB worked with Finance & Accounting, Board Departments and Constitutional Officers to determine the amount of the adjustments and related appropriation accounts. This is part of an annual process we define as mid-year adjustments. A worksheet summarizing the budget amendments by fund and department is attached as additional support.

Issues
Pursuant to Chapter 129 of the Florida Statutes, a public hearing is necessary to amend the County budget for adjustments to budgeted beginning fund balances. The public hearing was advertised in accordance with Florida Statutes.

Fiscal Recommendation
Adopt the resolutions and approve budget amendments. Budgeted fund balance, revenues and expenditures will be adjusted for

all budget changes.

Fiscal Alternative(s)
Do not approve changes.

Funding Sources
Various

Account Code(s)
Various

Attachment: Court Rel Facilities Reserve Adjustments.pdf
Attachment: Fund Summary.pdf
Attachment: FY11 Resolution for Midyear MSTU Unincorporated budget.pdf
Attachment: E911 Wireless Reserve Adjustments.pdf
Attachment: Department Summary.pdf
Attachment: FY11 Mid Year AD.pdf
Attachment: FY11 Resolution for Midyear General Government budget.pdf
Attachment: WSPP Reserve Adjustments.pdf
Attachment: Facilities Capital Reserve Adjustments.pdf
Attachment: FY11 Mid Year Narratives.pdf
Attachment: Gas Tax Reserve Adjustments.pdf
Attachment: General Reserve Adjustments.pdf
Attachment: FY11 MY Consolidated BA.pdf
Attachment: FY11 Resolution for Midyear Alachua County Gas Tax budget.pdf
Attachment: MSTU Reserve Adjustments.pdf

RESOLUTION 11- 24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2010-11 FISCAL YEAR; AMENDING REVENUES, APPROPRIATIONS AND USE OF FUND BALANCE FOR THE GENERAL COUNTY BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2010, the Board of County Commissioners adopted the Alachua County Fiscal Year 2010-11 Final Budget; and,

WHEREAS, on November 9, 2010, the Board of County Commissioners amended the budget to adjust fund balance brought forward as it pertains to the general County budget pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, it is necessary to recognize audited fund balance and amend the budget as it pertains to the general County budget pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, a public hearing was advertised on March 18, 2011, as required by Chapters 129 and 200, Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the Fiscal Year 2010-11 general County budget is hereby amended as reflected in the budget amendments attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendments, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

2. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22 day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chairman

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
David W. Wagner, Attorney

RESOLUTION 11-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2010-11 FISCAL YEAR; AMENDING REVENUES, APPROPRIATIONS AND USE OF FUND BALANCE FOR THE GAS TAX USES BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2010, the Board of County Commissioners adopted the Alachua County Fiscal Year 2010-11 Final Budget; and,

WHEREAS, on November 9, 2010, the Board of County Commissioners amended the budget to adjust fund balance brought forward as it pertains to the Gas Tax Uses budget pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, it is necessary to recognize audited fund balance and amend the budget as it pertains to the Gas Tax Uses budget pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, a public hearing was advertised on March 18, 2011, as required by Chapters 129 and 200, Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the Fiscal Year 2010-11 Gas Tax Uses budget is hereby amended as reflected in the budget amendments attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendments, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

2. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22 day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chairman

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
David W. Wagner, Attorney

RESOLUTION 11-26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO ITS BUDGET FOR THE 2010-11 FISCAL YEAR; AMENDING REVENUES, APPROPRIATIONS AND USE OF FUND BALANCE FOR THE MSTU-UNINCORPORATED BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2010, the Board of County Commissioners adopted the Alachua County Fiscal Year 2010-11 Final Budget; and,

WHEREAS, on November 9, 2010, the Board of County Commissioners amended the budget to adjust fund balance brought forward as it pertains to the MSTU-Unincorporated budget pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, it is necessary to recognize audited fund balance and amend the budget as it pertains to the MSTU-Unincorporated Fund pursuant to the procedures authorized by and required by Chapters 129 and 200, Florida Statutes;

WHEREAS, a public hearing was advertised on March 18, 2011, as required by Chapters 129 and 200, Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the fiscal year 2010-11 MSTU-Unincorporated budget is hereby amended as reflected in the budget amendments attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendments, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

2. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22 day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chairman

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
David W. Wagner, Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-112
GROUP NUMBER	3188
PERIOD/DATE	06/2011

001 **General Fund**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Non-Departmental	Other Sources	001-0000-389.91-00	117,223	
2	General Fund	Non-Departmental Special Expens	Other Uses	001-0440-590.99-20		(14,587)
3	General Fund	Non-Departmental Special Expens	Other Uses	001-0440-590.99-20		21,553
4	General Fund	Non-Departmental Special Expens	Accounting & Auditing	001-0490-519.32-20		117,223
5	General Fund	Animal Services	Regular Salaries	001-2500-562.12-00		14,587
6	General Fund	Public Safety	Operating Transfers Out	001-5430-581.91-25		(21,553)
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 117,223 | 117,223

COMBINED TOTAL: 234,446

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-113
GROUP NUMBER	3182
PERIOD/DATE	06/2011

008 **MSTU Unincorporated**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	MSTU-Unincorporated Services	Non-Departmental Special Expens	Other Uses	008-0440-590.99-20		(32,054)
2	MSTU-Unincorporated Services	Public Works	Regular Salaries	008-6800-541.12-00		32,054
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 0 | 0

COMBINED TOTAL: 0

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCC-114
GROUP NUMBER	3190
PERIOD/DATE	06/24/11

149 Gas Tax Uses

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Gas Tax	Road And Bridge	Other Uses	149-7900-590.99-20		32,054
2	Gas Tax	Road And Bridge	Regular Salaries	149-7910-541.12-00		(32,054)
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 0 | 0

COMBINED TOTAL: 0

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OMB FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCC 11 15
GROUP NUMBER	3177
PERIOD/DATE	06/2011

171 **Supervisor of Elections**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Federal Election Activities FY08	Supervisor Of Elections	Miscellaneous Revenue	163-1226-361.14-10	76	
2	Federal Election Activities FY08	Supervisor Of Elections	Other Sources	163-1226-389.91-00	358	
3	Federal Election Activities FY08	Supervisor Of Elections	Printing And Binding	163-1226-513.47-10		434
4	Federal Election Activities FY08	Supervisor Of Elections	Miscellaneous Revenue	163-1227-361.14-10	148	
5	Federal Election Activities FY08	Supervisor Of Elections	Other Sources	163-1227-389.91-00	759	
6	Federal Election Activities FY08	Supervisor Of Elections	Printing And Binding	163-1227-513.47-00		907
7	Voter Education - SOE	Non-Departmental	Miscellaneous Revenue	170-0000-361.14-10	20	
8	Voter Education - SOE	Supervisor Of Elections	Other Sources	170-1220-389.91-00	122	
9	Voter Education - SOE	Supervisor Of Elections	Printing And Binding	170-1220-513.47-00		127
10	Voter Education - SOE	Supervisor Of Elections	Other Sources	170-1221-389.91-00	398	
11	Voter Education - SOE	Supervisor Of Elections	Printing And Binding	170-1221-513.47-00		408
12	Voter Education - SOE	Supervisor Of Elections	Other Sources	170-1224-389.91-00	149	
13	Voter Education - SOE	Supervisor Of Elections	Printing And Binding	170-1224-513.47-00		154
14	Federal Elections Activities FY09-	Supervisor Of Elections	Other Sources	172-1200-389-91-00	(4,126)	
15	Federal Elections Activities FY09-	Supervisor Of Elections	Printing And Binding	172-1200-513.47-10		(4,126)
16	Federal Elections Activities FY09-	Supervisor Of Elections	Miscellaneous Revenue	172-1228-361.14-10	93	
17	Federal Elections Activities FY09-	Supervisor Of Elections	Other Sources	172-1228-389.91-00	4,311	
18	Federal Elections Activities FY09-	Supervisor Of Elections	Printing And Binding	172-1228-513.47-00		4,404
19	Poll Worker Recruitment/Training	Non-Departmental	Miscellaneous Revenue	175-0000-361.14-10	191	
20	Poll Worker Recruitment/Training	Supervisor Of Elections	Other Sources	175-1222-389.91-00	1,491	
21	Poll Worker Recruitment/Training	Supervisor Of Elections	Special Pay	175-1222-513.15-00		1,630
22	Poll Worker Recruitment/Training	Supervisor Of Elections	Other Sources	175-1225-389.91-00	283	
23	Poll Worker Recruitment/Training	Supervisor Of Elections	Special Pay	175-1225-513.15-00		335

Continued on Next Page

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
24	Voting Assistance - SOE	Non-Departmental	Miscellaneous Revenue	179-0000-361.14-10	5	
25	Voting Assistance - SOE	Supervisor Of Elections	Other Sources	179-1230-389.91-00	361	
26	Voting Assistance - SOE	Supervisor Of Elections	Operating Supplies	179-1230-513.52-99		366
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 4,639 | 4,639

COMBINED TOTAL: 9,278

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

Suzanne Jacobs

ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Jacobs

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OMB - FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-116
GROUP NUMBER	3181
PERIOD/DATE	06/2011

811 Drug and Law Enforcement

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	COMSTAT 2010-DJ-BX 1596	Sheriff	Intergovernmental Revenue	041-7190-331.20-00	95,265	
2	COMSTAT 2010-DJ-BX 1596	Sheriff	Operating Transfers Out	041-7190-581.91-91		52,633
3	COMSTAT 2010-DJ-BX 1596	Sheriff	Operating Transfers Out	041-7190-581.91-92		12,840
4	COMSTAT 2010-DJ-BX 1596	Sheriff	Operating Transfers Out	041-7190-581.91-93		29,792
5	FDLE POP Grant FY 2010	Sheriff	Intergovernmental Revenue	045-7190-331.20-00	(20,218)	
6	FDLE POP Grant FY 2010	Sheriff	Operating Transfers Out	045-7190-581.91-92		(20,218)
7	FDLE Project Admin Grant FY 20	Sheriff	Intergovernmental Revenue	046-7190-331.20-00	(7,185)	
8	FDLE Project Admin Grant FY 20	Sheriff	Operating Transfers Out	046-7190-581.91-92		(7,185)
9	Law Enforcement Trust	Sheriff	Fines & Forfeitures	161-7190-350.30-00	2,516	
10	Law Enforcement Trust	Sheriff	Miscellaneous Revenue	161-7190-361.14-10	372	
11	Law Enforcement Trust	Sheriff	Other Sources	161-7190-389.91-00	(1,707)	
12	Law Enforcement Trust	Sheriff	Other Curr Chgs & Oblig	161-7190-521.49-04		1,181
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 69,043 | 69,043

COMBINED TOTAL: 138,086

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-117
GROUP NUMBER	3183
PERIOD/DATE	6/2011

812 **Environmental**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	NPDES Stormwater Cleanup	Non-Departmental	Other Sources	087-0000-389.91-00	(17,231)	
2	NPDES Stormwater Cleanup	Environmental Protection	Professional Services	087-5511-537.31-93		(17,231)
3	FDEP Ambient Groundwater	Environmental Protection	Other Sources	116-5511-389.91-00	2,491	
4	FDEP Ambient Groundwater	Environmental Protection	Professional Services	116-5511-537.31-93		2,491
5	FDEP Tank Inspection Contract	Environmental Protection	Other Sources	125-5551-389.91-00	1,273	
6	FDEP Tank Inspection Contract	Environmental Protection	Professional Services	125-5551-537.31-93		1,273
7	Hazardous Materials Code-Enviro	Environmental Protection	Other Sources	178-5531-389.91-00	2,748	
8	Hazardous Materials Code-Enviro	Environmental Protection	Professional Services	178-5531-537.31-93		2,748
9	FDEP Petroleum Clean-up	Environmental Protection	Miscellaneous Revenue	201-5551-369.80-00	15,460	
10	FDEP Petroleum Clean-up	Environmental Protection	Other Sources	201-5551-389.91-00	2,218	
11	FDEP Petroleum Clean-up	Environmental Protection	Professional Services	201-5551-537.31-93		17,678
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 6,959 | 6,959

COMBINED TOTAL: 13,918

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-118
GROUP NUMBER	3173
PERIOD/DATE	06/2011

814 **Emergency Services**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Enhanced Tower/Communication	Sheriff	Intergovernmental Revenue	042-7190-331.20-00	150,000	
2	Enhanced Tower/Communication	Sheriff	Operating Transfers Out	042-7190-581.91-92		100,000
3	Enhanced Tower/Communication	Sheriff	Operating Transfers Out	042-7190-581.91-93		50,000
4	DCA Emergency Management Ba	Public Safety	Intergovernmental Revenue	088-5430-331.20-00	(29,770)	
5	DCA Emergency Management Ba	Public Safety	Other Sources	088-5430-381.50-00	(21,553)	
6	DCA Emergency Management Ba	Public Safety	Other Sources	088-5430-389.91-00	28,737	
7	DCA Emergency Management Ba	Public Safety	Printing And Binding	088-5430-525.47-10		(6,000)
8	DCA Emergency Management Ba	Public Safety	Promotional Activities	088-5430-525.48-30		(6,000)
9	DCA Emergency Management Ba	Public Safety	Office Materials & Suppli	088-5430-525.51-10		(313)
10	DCA Emergency Management Ba	Public Safety	Office Materials & Suppli	088-5430-525.51-20		(187)
11	DCA Emergency Management Ba	Public Safety	Operating Supplies	088-5430-525.52-33		(10,000)
12	DCA Emergency Management Ba	Public Safety	Book Subscript & Membersh	088-5430-525.54-10		(86)
13	E911 Wireless Fund	Public Safety	Other Sources	126-5440-389.91-00	119,733	
14	E911 Wireless Fund	Public Safety	Other Uses	126-5440-590.99-23		119,733
15	FEMA Disaster Relief	Public Safety	Other Sources	164-5495-389.91-00	64,869	
16	FEMA Disaster Relief	Public Safety	Operating Supplies	164-5495-525.52-99		64,869
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS **312,016** **312,016**

COMBINED TOTAL **624,032**

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

817 Tourism

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-120
GROUP NUMBER	3185
PERIOD/DATE	06/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	TD-4th & 6th Cent TD Tax	Ecomonic Environment	Other Sources	150-4510-389.91-00	200,000	
2	TD-4th & 6th Cent TD Tax	Ecomonic Environment	Professional Services	150-4510-552.31-93		200,000
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 200,000 200,000

COMBINED TOTAL 400,000

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC1G119
GROUP NUMBER	317
PERIOD/DATE	06/2011

815 **Housing/Land Development**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	HUD EDI 2005	Community Support Services	Intergovernmental Revenue	241-2945-331.10-00	(49,312)	
2	HUD EDI 2005	Community Support Services	Improve Other Than Bldgs	241-2945-564.63-97		(49,312)
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS (49,312) (49,312)

COMBINED TOTAL (98,624)

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OM FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCC-12-1
GROUP NUMBER	3170
PERIOD/DATE	06/2011

819 Debt Service

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	2009 Wild Spaces Public Places I	Non-Departmental Special Expens	Other Sources	282-0430-389.91-00	1,369,758	
2	2009 Wild Spaces Public Places I	Non-Departmental Special Expens	Other Uses	282-0430-590.99-20		1,369,758
3	Alachua County Forever - Debt Si	Non-Departmental	Other Sources	299-0000-384.00-00	4,750	
4	Alachua County Forever - Debt Si	Non-Departmental Special Expens	Other Debt Service Costs	299-0430-517.73-10		4,750
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 1,374,508 1,374,508

COMBINED TOTAL 2,749,016

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

Suzanne Gibson

ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gibson

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OM FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-122
GROUP NUMBER	3.7c
PERIOD/DATE	

820 **Other Capital Projects**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Projects-General	Non-Departmental	Other Sources	300-0000-389.91-00	781,607	
2	Capital Projects-General	Non-Departmental	Other Uses	300-0000-590.99-20		781,607
3	Parks and Recreation Capital	Non-Departmental	Other Sources	318-0000-389.91-00	253,396	
4	Parks and Recreation Capital	CP-Culture & Recreation	Improve Other Than Bldgs	318-9000-572.63-00		253,396
5	Facilities Statute 318.18	Non-Departmental	Other Sources	334-0000-389.91-00	424,162	
6	Facilities Statute 318.18	Court Related	Other Uses	334-3110-590.99-20		424,162
7	Jonesville Park Rotary Donation	Recreation	Miscellaneous Revenue	347-4105-366.00-00	26,930	
8	Jonesville Park Rotary Donation	Recreation	Improve Other Than Bldgs	347-4105-572.63-00		26,930
9	2007 Public Improvement Revenu	Non-Departmental	Other Sources	348-0000-389.91-00	413,414	
10	2007 Public Improvement Revenu	Capital Projects	Building	348-9900-519.62-00		413,414
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 1,899,509 | 1,899,509

COMBINED TOTAL: 3,799,018

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

Suzanne Jesh

ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Jesh

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OMB FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

821 **Solid Waste**

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-123
GROUP NUMBER	3174
PERIOD/DATE	6/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Solid Waste System	Environmental Protection	Professional Services	400-5560-537.31-93		10,000
2	Solid Waste System	Environmental Protection	Improve Other Than Bldgs	400-5560-537.63-97		10,000
3	Solid Waste System	Environmental Protection	Other Uses	400-5560-590.99-23		79,000
4	Solid Waste System	Solid Waste	Contractual Services	400-7630-534.34-90		868,978
5	Solid Waste System	Solid Waste	Charges For Services	400-7640-343.40-00	868,978	
6	Solid Waste System	Solid Waste	Other Uses	400-7640-590.99-23		(99,000)
7	Hazardous Waste Management	Non-Departmental	Other Sources	401-0000-389.91-00	44,280	
8	Hazardous Waste Management	Environmental Protection	Professional Services	401-5541-537.31.93		34,280
9	Hazardous Waste Management	Environmental Protection	Machinery & Equip > $1,000	401-5541-537.64-30		10,000
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 913,258 | 913,258

COMBINED TOTAL: 1,826,516

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OM FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BCC 124
GROUP NUMBER	3178
PERIOD/DATE	6/7/11

822 **Alachua County Forever - Capital**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Alachua County Forever - FY 201	Environmental Protection	Other Sources	305-5560-384.00-00	(4,750)	
2	Alachua County Forever - FY 201	Environmental Protection	Land	305-5560-537.61-10		(4,750)
3	Legacy Lands Program	Non-Departmental	Other Sources	326-0000-389.91-00	46,219	
4	Legacy Lands Program	Environmental Protection	Land	326-5560-537.61-10		46,219
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 41,469 | 41,469

COMBINED TOTAL: 82,938

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY: (.B)

ANALYST

Suzanne Gable

ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gable

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OM FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-125
GROUP NUMBER	3182
PERIOD/DATE	6/2011

823 S.H.I.P.

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Local Housing Assistance SFY09	Growth Management	Miscellaneous Revenue	242-6500-361.14-10	317	
2	Local Housing Assistance SFY09	Growth Management	Miscellaneous Revenue	242-6500-369.40-00	14,536	
3	Local Housing Assistance SFY09	Growth Management	Professional Services	242-6500-554.31-03		317
4	Local Housing Assistance SFY09	Growth Management	Contractual Services	242-6500-554.34-61		14,536
5	Local Housing Assistance SFY08	Growth Management	Miscellaneous Revenue	251-6500-369.40-00	700	
6	Local Housing Assistance SFY08	Growth Management	Other Sources	251-6500-389.91-00	28,540	
7	Local Housing Assistance SFY08	Growth Management	Regular Salaries	251-6500-554.12-00		2,000
8	Local Housing Assistance SFY08	Growth Management	Professional Services	251-6500-554.31-03		250
9	Local Housing Assistance SFY08	Growth Management	Contractual Services	251-6500-554.34-64		26,990
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	44,093	44,093
COMBINED TOTAL		88,186

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OMB FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-126
GROUP NUMBER	
PERIOD/DATE	

824 **Transportation Trust**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Transportation Trust Fund	Road And Bridge	Other Sources	341-7910-389.91-00	142,151	
2	Transportation Trust Fund	Road And Bridge	Improve Other Than Bldgs	341-7910-541.63-00		142,151
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS 142,151 142,151

COMBINED TOTAL 284,302

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

EXHIBIT - A
OM FY2011 Mid Year

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-127
GROUP NUMBER	
PERIOD/DATE	

825 **Wild Places & Public Spaces**

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	WSPP - Environmentally Sensitiv	Non-Departmental	Other Sources	302-0000-389.91-00	20,392	
2	WSPP - Environmentally Sensitiv	Environmental Protection	Land	302-5560-537.61-10		20,392
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 20,392 | 20,392

COMBINED TOTAL: 40,784

PERFORMANCE RESULTS: FY 2011 Mid Year

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

tice of Public Hearing

TU Unincorporated, Gas Tax, Enterprise Fund, Wild Spaces & Public Places, Other Capital Projects, Alachua County Forever Fund, and 2011, at 5:00 p.m., in Room 209, Jack Durrance Auditorium, Alachua County Administration Building, at 12 S.E. 1st Street, Gainesville, Florida.

a record of the proceedings and, for such purpose, they need to ensure that a verbatim record of the proceedings is made, which record e for public inspection between the hours of 8:30 a.m. and 5:00 p.m. in the Alachua County Commission Office, Second Floor, County ities are needed, contact the Alachua County Equal Opportunity Office at 374-5275, or at TDD/TTY number 374-5284.

FY 10/11 Revised MSBU Refuse	FY 10/11 Revised Gas Tax	FY 10/11 Revised Enterprise Funds	FY 10/11 Revised Internal Service	FY 10/11 Wild Spaces & Public Places	FY 10/11 Revised Other Capital Projects	FY 10/11 Revised Alachua County Forever	FY 10/11 Revised Other Governmental
-	4,034,015	-	-	-	2,052,620	-	10,717,822
5,836,725	-	4,190,080	-	-	1,046,607	-	102,900
-	60,000	-	-	-	5,974,980	-	24,338,842
36,000	1,018,250	8,313,748	30,484,113	-	977,880	-	2,436,559
-	-	33,000	-	-	-	-	433,516
61,000	15,000	2,215,819	463,990	-	311,888	1,800	376,164
4,044,164	6,492,905	13,842,150	9,655,761	8,090,822	50,845,158	3,724,821	38,948,359
9,977,889	**11,620,170**	**28,594,797**	**40,603,864**	**8,090,822**	**61,209,133**	**3,726,621**	**77,354,162**
391,256	4,350,401	3,866,148	1,908,529	-	227,251	-	4,665,275
5,276,261	5,466,560	10,270,060	28,151,916	-	3,855,033	-	11,394,779
39,064	790,008	535,949	206,770	8,111,214	55,089,767	3,772,840	3,868,345
-	-	-	-	-	-	-	35,710,506
-	-	-	-	-	-	-	1,155,287
4,271,308	1,013,201	13,966,920	10,336,649	-	4,051,812	-	22,365,505
9,977,889	**11,620,170**	**28,639,077**	**40,603,864**	**8,111,214**	**63,223,863**	**3,772,840**	**79,159,697**
-	-	(44,280)	-	(20,392)	(2,014,730)	(46,219)	(1,805,535)
-	**-**	**44,280**	**-**	**20,392**	**2,014,730**	**46,219**	**1,805,535**
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Fund / Super Fund	Fund Description	Total Budget Adjustments
001	General Fund	$ 117,223
008	MSTU - Unincorporated	$ -
009	MSTU - Unincorporated	$ -
010	CHOICES	$ -
146	Stormwater Management	$ -
148	MSBU - Refuse	$ -
149	Gas Tax	$ -
171	Supervisor of Elections	$ 4,639
410	Permits & Development	$ -
500	Computer Replacement	$ -
501	Self-Insurance Risk Management	$ -
503	Fleet Management	$ -
506	Vehicle Replacement	$ -
507	Health Insurance	$ -
811	Drug & Law Enforcement	$ 69,043
812	Environmental	$ 6,959
813	Court Related	$ -
814	Emergency Services	$ 312,016
815	Housing/Land Develop.	$ (49,312)
816	Community Services	$ -
817	Tourism	$ 200,000
818	Other Special Revenue	$ -
819	Debt Service	$ 1,374,508
820	Other Capital Projects	$ 1,899,509
821	Solid Waste	$ 913,258
822	Alachua County Forever	$ 41,469
823	S.H.I.P.	$ 44,093
824	Transportation Trust	$ 142,151
825	Wild Spaces & Public Places	$ 20,392
826	Capital Preservation Fund	$ -
850	Alachua County Housing Authority	$ -
855	Law Library	$ -
		$ 5,095,948

Fund / Super Fund	Fund Description	Total Budget Adjustments
001	General Fund	$ 117,223
008	MSTU - Unincorporated	$ -
009	MSTU - Unincorporated	$ -
010	CHOICES	$ -
146	Stormwater Management	$ -
148	MSBU - Refuse	$ -
149	Gas Tax	$ -
171	Supervisor of Elections	$ 4,639
410	Permits & Development	$ -
500	Computer Replacement	$ -
501	Self-Insurance Risk Management	$ -
503	Fleet Management	$ -
506	Vehicle Replacement	$ -
507	Health Insurance	$ -
811	Drug & Law Enforcement	$ 69,043
812	Environmental	$ 6,959
813	Court Related	$ -
814	Emergency Services	$ 312,016
815	Housing/Land Develop.	$ (49,312)
816	Community Services	$ -
817	Tourism	$ 200,000
818	Other Special Revenue	$ -
819	Debt Service	$ 1,374,508
820	Other Capital Projects	$ 1,899,509
821	Solid Waste	$ 913,258
822	Alachua County Forever	$ 41,469
823	S.H.I.P.	$ 44,093
824	Transportation Trust	$ 142,151
825	Wild Spaces & Public Places	$ 20,392
826	Capital Preservation Fund	$ -
850	Alachua County Housing Authority	$ -
855	Law Library	$ -
		$ 5,095,948

Alachua County Board of County Commissioners
FY11 Mid-Year Adjustments
By Department

Dept.	Department Name	Total Budget Adjustments
0300	County Attorney	$ -
0400	Non-Departmental	$ 2,248,250
0700	Clerk F&A	$ -
1000	Property Appraiser	$ -
1100	Fleet Management	$ -
1200	Supervisor of Elections	$ 4,639
1600	Information Services	$ -
1700	General Government	$ -
1800	Administrative Services	$ -
2500	Animal Services	$ 14,587
2900	Community Support Services	$ (49,312)
3100	Court Related	$ 424,162
3200	Sheriff-Jail	$ -
3300	Court Administration	$ -
3600	Court Services	$ -
4100	Recreation	$ 26,930
4500	Economic Development	$ 200,000
5400	Fire/EMS	$ 140,463
5500	Environmental Protection	$ 212,100
5600	Santa Fe Hills Water Utility	$ -
6500	Growth Management	$ 44,093
6800	Development Review	$ 32,054
7100	Sheriff	$ 219,043
7600	Waste Management	$ 769,978
7900	Road and Bridge	$ 142,151
9000	CP-Culture & Recreation	$ 253,396
9100	Road Construction	$ -
9900	Capital Projects	$ 413,414
		$ 5,095,948

Alachua County Board of County Commissioners
Reserves: General Fund
FY11
001-0440-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ 5,619,003
**********GENERAL FUND RESERVE BALANCE IS BELOW THE BOCC POLICY OF 5% OF OPERATING REVENUE**********					
Increase to Facilities Operating Budget for Jail Capital Projects	Facilities	10/12/2010		$ (150,000)	$ 5,469,003
County match for CJMHSA-Expansion Grant	Court Services	2/22/2011		$ (166,500)	$ 5,302,503
County SAN equip (for expansion of DRS - Disaster Recovery System	Information Services		3/22/2011	$ (130,400)	$ 5,172,103
Mid Year-Emergency Management Performance Grant changing fiscal year end to coincide with the State's fiscal year end.	Public Safety		3/22/2011	$ 21,553	$ 5,193,656

Alachua County Board of County Commissioners
Reserves: MSTU Unincorporated
FY11
008-0440-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ 434,686
Mid-Year - Development Review	Public Works		3/23/2011	$ (32,054)	$ 402,632

Alachua County Board of County Commissioners
Reserves: E911 Wireless Fund
FY11
126-5440-590.99-23

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance	-				$ 7,708
Mid Year - Recognizing beginning fund balance	Public Safety		3/22/2011	$ 119,733	$ 127,441

Alachua County Board of County Commissioners
Reserves: Gas Tax
FY11
149-7900-590-99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ 981,147
Mid-Year - Development Review	Public Works		3/23/2011	$ 32,054	$ 1,013,201

Alachua County Board of County Commissioners
Reserves: 2009 WSPP Bonds
FY11
282-0430-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$4,373
Mid-Year Adjustment	OMB		3/22/2011	$1,369,758	$1,374,131

Alachua County Board of County Commissioners
Reserves: 2007 Revenue Bonds Debt Service
FY11
300-0000-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Beginning fund balance					$0
Mid-Year Adjustment	OMB		3/22/2011	$781,607	$ 781,607

Alachua County Board of County Commissioners
Reserves: Court Related Facilities Fund
FY11
334-3110-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Beginning fund balance					$250,000
Mid-Year Adjustment	OMB		3/22/2011	$424,162	$674,162

Alachua County Board of County Commissioners
FY11 Mid-Year Budget Adjustments
By Fund with Narratives
March 22, 2011

General Fund (001)

- **001** - $117,223 – Carry forward of prior year budget balance for the balance of the Carr Riggs & Ingram contract (FY10 External Audit).
- **001** - $21,553 -- Increase reserves with an offset decreasing transfers out, EMPG Grant (Emergency Management Performance Grant) changed its fiscal year end to coincide with the State's fiscal year end.
- **001** – $14,587 – Carry forward of prior year budget balance to amend Animal Services Veterinarian position.

MSTU - Unincorporated (008)

- **008** – ($32,054) – Decrease reserves to restore Development Review personnel services in MSTU from Gas Tax to align budget with anticipated expenditures.

Gas Tax (149)

- **149** – $32,054 – Increase reserves to restore Development Review personnel services in MSTU to align budget with anticipated expenditures.

Supervisor of Elections (171)

- **163** - $1,341 – (Federal Elections Activities Grant) - Increase beginning fund balance to audited amount and interest earning with offset to expenses.
- **170** - $689 – (Voter Education Grant) - Increase beginning fund balance to audited amount and interest earning with offset to expenses.
- **172** - $278 – (Federal Elections Activities Grant) - Increase beginning fund balance to audited amount and interest earning with offset to expenses.
- **175** - $1,965 – (Poll Worker Recruitment Training) - Increase beginning fund balance to audited amount and interest earning with offset to expenses.
- **179** - $366 – (Voting Assistance) - Increase beginning fund balance to audited amount and interest earning with offset to expenses.

Drug and Law Enforcement (811)

- **041** – $95,265 – (COMSTAT 2010-DJ-BX-1596 Grant) - Increase inter-governmental revenue with off-set to transfers out to Sheriff for Grant.
- **045** – ($20,218) – (FDLE PoP Grant) - Decrease inter-governmental revenue with off-set to transfers out to Sheriff. Additional revenues were booked in FY 2010 after carry forward, therefore reduction is necessary to avoid over-budgeting.
- **046** – ($7,185) – (FDLE Project Admin Grant) - Decrease inter-governmental revenue with off-set to transfers out to Sheriff. Additional revenues were booked in FY 2010 after carry forward, therefore reduction necessary to avoid over-budgeting.
- **161** - $1,181 – (Law Enforcement Trust – Forfeitures) - Increase forfeiture revenues and interest earned with off-set to operating.

Alachua County Board of County Commissioners
FY11 Mid-Year Budget Adjustments
By Fund with Narratives
March 22, 2011

Environmental (812)

- **087** - ($17,231) – (NPDES Stormwater Cleanup Grant) Decrease beginning fund balance to audited amount with offset to expenses.
  - ***The National Pollution Discharge Elimination System (NPDES) City of Gainesville Contract is a reimbursable contract to provide environmental services to the City of Gainesville, Alachua County and the Florida Department of Transportation. The mid- year adjustment ($17,231) is the result of a truing up of the fund. This reduction will not affect the services to the City of Gainesville.***
- **116** - $2,491 – (FDEP Ambient Groundwater Grant) Increase beginning fund balance to audited amount with offset to expenses.
  - ***The Florida Department of Environmental Protection Ambient Groundwater Contract to conduct water monitoring for the Florida Department of Environmental Protection. EPD is planning to use the mid-year adjustment balance to conduct additional water sampling. We are already applying all expenditures that fit within the guidelines of this contract to this contract.***
- **125** - $1,273 – (FDEP Tank Inspection Grant) Increase beginning fund balance to audited amount with offset to expenses.
  - ***The Florida Department of Environmental Protection Tanks Inspection Contract is to conduct Tanks Inspections for the Florida Department of Environmental Protection. EPD is planning to use the mid-year adjustment balance to fund current program expenses***
- **178** - $2,748 – (Hazardous Materials) Increase beginning fund balance to audited amount with offset to expenses.
  - ***The Hazardous Materials Management Code Fund is a fee based inspection program to conduct compliance inspections at Hazardous Materials businesses in the County. EPD is planning to use the mid-year adjustment balance to fund current program expenses.***
- **201** - $17,678 – (FDEP Petroleum Cleanup Grant) Increase in beginning fund balance to audited amount with offset to expenses.
  - ***The Florida Department of Environmental Protection Petroleum Cleanup Contract is to cleanup petroleum contaminated sites for the Florida Department of Environmental Protection. EPD is planning to use the mid-year adjustment balance to fund current program expenses.***

Emergency Services (814)

- **042** – $150,000 – (Enhanced Tower Communication Project) - Increase inter-governmental revenue with off-set to transfers out to Sheriff for Grant.
- **088** - ($29,770) – Decrease revenue, EMPG Grant changed its fiscal year end to coincide with the State's fiscal year end.
- **088** - ($21,553) – Decrease transfer in (from General Fund) EMPG Grant changed its fiscal year end-to coincide with the State's fiscal year end.
- **088** - $28,737 – Fund 088, Increase in beginning fund balance as a result of audit and appropriated.
- **126** - $119,733 – E911, increase beginning fund balance and increase reserve for Capital Outlay.

Alachua County Board of County Commissioners
FY11 Mid-Year Budget Adjustments
By Fund with Narratives
March 22, 2011

- **164** - $64,869 – FEMA Disaster Relief, increase in beginning fund balance as a result of audit and appropriated for potential future disasters.

Housing / Land Development (815)

- **241**- ($49,312) – Grant revenue account reduced to correspond with amount received during FY10, with offsetting decrease to expenditures.

Tourism (817)

- **150** - $200,000 – Increase Beginning Fund Balance to provide funds to support Tourist Development's new web and marketing initiatives. Board approved final ranking of firms and authorized staff to negotiate agreements on 1/11/11.

Debt Service (819)

- **282** – $1,369,758 – "WSPP Debt Service" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in reserves.
- **299** – $4,750 – "2010 Series Alachua County Forever Debt Service" – Original budget for Bond Counsel Fees was recalculated. This transfer-in from Capital Fund 305 remedies the issue.

Other Capital (820)

- **300** - $781,607 – "General Facilities Capital" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in capital reserve account for further purchases/projects.
- **318** – $253,396 – "Parks General Capital" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in capital account for further purchases/projects.
- **334** - $424,162 – "Article V State Court Facilities" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in capital reserve account for further purchases/project.
- **347** – 26,930 – "Jonesville Park Grant" – Adjust fund for unanticipated revenues which came in after carry forward. Adjustment will allow for ability to make needed expenditures to finalize Jonesville Park and close fund in FY11.
- **348** - $413,414 – "2007 Sales Tax Bond Capital fund" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in a capital expense account for further purchases/projects.

Solid Waste (821)

- **401** - $44,280 – "Hazardous Waste Management" Increase in beginning fund balance to audited amount with offset to expenses.
    - ***The Hazardous Waste Management Program is funded by the Waste Assessment Fees to run the Household Hazardous Waste Center. EPD is planning to use the mid-year adjustment balance to fund current program expenses.***

Alachua County Board of County Commissioners
FY11 Mid-Year Budget Adjustments
By Fund with Narratives
March 22, 2011

- **400** - $868,978 – Restoration of disposal fee revenues due to renegotiated contract with EWS.
    - ***Adjust budget for disposal fees for New River that were reduced from the budget with the commercial waste being taken out of state. At time budget was being completed, the disposal agreement with EWS was not finalized so the direct hauling to New River by EWS and reimbursement to the county by EWS is not in FY11 budget. Budget for revenue and expense needs to be adjusted to take this change into account. Amount is offset by waiver of host fee by New River for 18 months.***
- **400** – ($99,000) – Mid-year adjustment for operating expenses to correct accounting codes.

Alachua County Forever (822)

- **305** – ($4750) – "2010 Alachua County Forever Bond Capital Fund" - Original budget for Bond Counsel Fees was recalculated. This transfer-out to Debt Service Fund 299 remedies the issue.
- **326** - $46,219 – "Legacy Lands" Increase in beginning fund balance to audited amount with offset to expenses.
    - ***The Legacy Lands Program is funded by bond funds to protect environmentally sensitive lands.***

State Housing Initiative Partnership (823)

- **242** - $14,853 – (Local Housing Assistance SFY09-10) Increase beginning fund balance to audited amount with offset to expenses.
    - ***A SHIP mortgage was repaid to Alachua County in the amount of $14,535.75. Interest earned on remaining SHIP funds are $316.18. All funds in Fund 242 must be encumbered by June 30, 2011, therefore staff is requesting that this additional revenue be recognized and budgeted as part of the mid-year budget adjustments.***
- **251** - $29,240 – (Local Housing Assistance SFY08-09) Increase beginning fund balance to audited amount with offset to expenses.
    - ***A subfund transfer was made October 26, 2010 from SHIP fund 250 to 251 to close out 250. This additional revenue now needs to be recognized in SHIP fund 251 and must be fully expended by June 30, 2011. These funds will be used to pay for home repairs for very low income households and to pay associated administrative costs to complete this project.***

Transportation Trust (824)

- **341** – $142,151 – "Transportation Trust Fund" – Increase in budgeted beginning fund balance due to audited beginning fund balance. Offsetting expenditure entry placed in capital account for further purchases/project.

Alachua County Board of County Commissioners
FY11 Mid-Year Budget Adjustments
By Fund with Narratives
March 22, 2011

Wild Spaces & Public Places (825)

- **302** - $20,392 – "WSPP Land Acquisition" – Increase beginning fund balance to audited amount with offset to expenses.
    - ***The Wild Spaces Public Places Environmentally Sensitive Lands Fund is funded by bond funds to protect environmentally sensitive lands.***

March 22, 2011 Regular Board Meeting
Agenda Item #31

Title
San Felasco Hammock: Purchase and Management of the San Felasco Hammock Additions - Rolling Meadows Tract by Alachua County Forever. (Amended)

Amount
Acquisition $2,355,450. Annual Stewardship $550.

Description
Request for the Board of County Commissioners to accept and exercise the Option Contract to purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, execute a Lease Amendment with State of Florida to manage the Rolling Meadows Tract, and authorize staff to execute documents as necessary to close the transactions.

Recommendation
Accept and exercise the Option Contracts to Purchase the Alachua County Forever San Felasco Hammock Additions - Rolling Meadows Tract, and authorize the Chair's signature; and authorize staff to execute documents as necessary to close the transactions. Further, the Board should execute the attached Lease Amendment with the State of Florida Division of Recreation and Parks to manage the Rolling Meadows Tract and authorize the Chair's signature.

Alternative(s)
The Board should not exercise the Option Contract.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Option Contract to purchase Fee Simple the Rolling Meadows Tract. Exhibit 2: Rolling Meadows Site Evaluations. Exhibit 3: Project Assessment. Exhibit 4: Lease Amendment. Exhibit 5. Cost Estimates. Exhibit 6: PD Documentation

Documents Requiring Action
Assignment of Option. (Exhibit 1) 2 COPIES. Amendment One to the Lease (Exhibit 4) 2 COPIES.

Executive Summary
THIS ITEM WAS DISCUSSED BY THE BOCC ON 11/9/2010 AND DEFERRED ON 11/23/2010. BOCC REQUESTED STAFF PROVIDE ADDITIONAL INFORMATION REGARDING STATUS OF OTHER ACF PROJECTS. THAT INFORMATION IS BEING PRESENTED TO THE BOCC CONCURRENTLY WITH THIS ITEM. Staff requests that the Board of County Commissioners (BoCC) accept and exercise the Option Contract to purchase the Rolling Meadows Tract. Within 30 days of exercise of the Option Contracts staff will arrange the closings for this acquisition. This is the final action on these acquisitions. In addition, staff has negotiated with the State Division of Recreation and Parks to manage the property as a unit of San Felasco Hammock State Park. Staff have performed the necessary due diligence and have found no issues preclude the exercise of the option.

Background

The Board added the 316-acre Rolling Meadows Tract to their Acquisition List on April 26, 2005. The Tract (Exhibit 2) is located within the San Felasco Hammock Additions Project (Exhibit 3). The Rolling Meadows parcel is located on the south side of US Highway 441 in the City of Alachua across from Phoenix Commercial Park. The entire parcel consists of 316 acres, of which 208 are the subject of this contract. The property is adjacent on its west and south sides to San Felasco Hammock Preserve State Park (SFHPSP). Acquisition of the Rolling Meadows parcel would provide a significant buffer between the state park and proposed residential development on the retained parcels to the north, as well as protecting nearly three-quarters of a mile of Cellon Creek, a disappearing stream which flows into the Floridan aquifer via Lee Sink within the SFHSP. The property primarily consists of improved pasture, interspersed with small areas of upland mixed forest, bottomland forest, depression marsh, mesic hammock, seepage stream and sinkhole pond. The condition of the natural communities on the property ranges from poor to good. Most of the improved pasture on the property has been cleared and in agricultural use since prior to 1937. All of the natural communities on the property are currently impacted by livestock grazing and the presence of exotic plant species. Cellon Creek and its associated floodplain have been impacted by historic hydrologic alterations, both upstream and downstream. This property lies within the Optimum Boundary for San Felasco Hammock Preserve State Park. Staff has negotiated an amendment to the existing management lease with the State to allow the State Park to manage the Rolling Meadows tract as a unit of the State Park (Exhibit 4). The Park's stewardship of the Rolling Meadows would include protection of Cellon Creek, restoration of the uplands to an appropriate pine or mixed forest cover. There are recreational trails that run along the common boundary and the Park may be interested in extending those into the Rolling M/eadows tract depending on their budget, staffing and other constraints and goals. The County and the Nature Conservancy have negotiated a contract to purchase the 208-acre Rolling Meadows tract for $11,200 per acre for a total of $2,329,600 and staff is requesting the County accept an Assignment of the Option to Purchase the property. This is down from the original contract price of $2.8 million last summer. A breakdown of the costs is provided as Exhibit 5.

Issues

The Rolling Meadows property is subject to a Planned Development (PD) approved by the City of Alachua on August 9, 2010 (Exhibt 6). This added a great deal of complexity to the negotiations. County staff, including the County Attorney's Office, Growth Management, Public Works, Environmental Protection, as well as staff from the City of Alachua, The Nature Conservancy and the seller worked hard over the last 20 months to bring this deal together. The key feature of the PD is the clustering of the development units on the 108 acres retained by the seller (called "Phase 1" in the PD). This lowers the development density on the lands subject to this purchase (called "Phase 2") below the pre-PD density and lowers the appraised price. Before the PD was approved, the entire property was limited to 999 units or 3.16 units per acre under a previously-approved large scale land use amendment (City of Alachua Cycle 08-1). Under the PD, there are 340 units approved on 208 acres or 1.6 units per acre on Phase 2. The final density on Phase 1 is 6.1 units per acre. It should be noted, the Property under consideration was appraised as if the PD had been approved with the transfer completed and the lower density already in place. So there is no loss in value to the County from the clustering provision of the PD. The appraisers estimated this clustering saved the County over $1 million. The City of Alachua requires a 10% set-aside of the property as open space. The PD has enough acreage set aside in Phase 1 (22 acres or 20.4%) for the development of Phase 1. So none of the County's purchase of Phase 2 will count towards the development set-aside requirements of Phase 1. County staff did not want the property to be subject to the development requirements imposed by the PD and by working with the City and the seller were able to craft covenants to the PD and language in the adopting Ordinance that allows the County's conservation objectives to proceed. The County will not be subject to any of the post-development obligations that may be imposed as a result of the PD by a Homeowners Association. Should the County dispose of the property, these special covenants are voided and the new owner is subject to the PD requirements. With due respect to the development authority of the City, the County will be required to follow City regulations regarding any infrastructure development that might trigger City development permits. Phase 2 contains all of Cellon Creek which flows into San Felasco Hammock Preserve State Park. Under current conditions, the unimproved property on both sides of the creek, including Phase 1, contributes to the flow and nature of the Creek. Prior to Phase 1 being initiated, the developer will be required to design a system that handles the runoff from Phase 1 such that the pre-development condition of the Creek is protected. One issue that arose was the development of Phase 1 may not occur for several years. The seller agreed to hire an engineer and determine the condition of the Creek at the date of Closing with the County so that any interim uses of the Phase 1 property would not degrade the Creek, natural forces excepted. That report will be reviewed by the County Public Works staff and their acceptance of its finding is a contingency for closing. This is the first time Alachua County Forever has purchased a portion of a PD. While all parties have the

same goals in mind for the Phase 2 property (conservation and recreation) and drafted the relevant documents carefully, there is some uncertainty about unforeseen and unanticipated consequences arising from owning a portion of the PD. Staff has carefully reviewed all the known risks and recommends this acquisition proceed.

Fiscal Recommendation
Acquisition: $2,329,600. 10-year Stewardship: $5,500.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Alachua County Forever Bond Proceeds and Wild Spaces and Public Places Surtax proceeds

Account Code(s)
Acquisition: Funds 344-5580 ($12,785.89), 302-5580 ($2,316,814.11). Stewardship: 001-5560

Attachment: Exhibit 2 Rolling Meadows Investments Evaluation.pdf
Attachment: Exhibit 6 Recorded PD Documents.pdf
Attachment: Exhibit 3 San Felasco Hammock Additions Assessment.pdf
Attachment: Exhibit 5 Cost Estimates.pdf
Attachment: BoCC110322 ACF Rolling Meadows.pptx
Attachment: Exhibit 1 Assign Rolling Meadows Final.pdf
Attachment: Exhibit 4 Lease Rolling Meadows.pdf

ASSIGNMENT OF OPTION AGREEMENT FOR SALE AND PURCHASE

For the consideration recited hereunder, THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, whose address is 222 S. Westmonte Drive, Suite 300, Altamonte Springs, FL 32714, as Assignor, hereby transfers and assigns to ALACHUA COUNTY, a charter county and political subdivision of Florida, with an address at 12 S.E. 1st Street Gainesville, FL 32602-2877, its successors and assigns as Assignee, all of its right, title and interest in that certain Option Agreement for Sale and Purchase between **Rolling Meadows Investments, LLC,** as Seller, and Assignor, as Purchaser, as amended by that certain First Amendment to Option Agreement for Sale and Purchase dated March 4, 2011, attached hereto as Exhibit "A" and by reference made a part hereof (collectively the "Option Agreement"), for the sale and purchase of the real property described in the Option Agreement (the "Property"), subject to terms and conditions thereof and hereby does remise, release and quit claim unto Assignee and its successors and assigns, all of its right, title and interest in and to the Property.

Assignor hereby authorizes and empowers Assignee, on its performance of all the above-mentioned terms and conditions to demand and receive of Seller the warranty deed covenanted to be given in the Option Agreement hereby assigned in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

This Assignment is made pursuant to the Agreement dated August 10, 2004, as amended, by and between Alachua County and The Nature Conservancy, as Trustee of The Nature Conservancy Charitable Trust dated May, 11, 1998, as amended. The consideration for this Assignment shall be payment by Assignee to Assignor according to the terms of said Agreement.

TWO WITNESSES AS TO ASSIGNOR

Lisa Ann Duncan-Fulden
Witness as to Assignor

Betty E. Ayala
Witness as to Assignor

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998

By: Maria F Melchiori
Maria F. Melchiori
Its: Director of Operations

(Corporate Seal)

53-0242652
F.E.I.D. No.

3/04/11
Date signed by Assignor

ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the above Assignment of Option Agreement and agrees to perform all obligations to be performed by Assignor under the Option Agreement, according to the terms and condition therein stated.

ATTEST

By: _____
Clerk:

(SEAL)

ALACHUA COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
_____, **Chairman**

Approved as to form

Attorney: _____

Date Executed: _____

STATE OF FLORIDA)
)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 4 day of March, 2011, by Maria F. Melchiori, as Director of Operations of The Nature Conservancy, a nonprofit District of Columbia corporation, on behalf of the corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended. She is personally known to me.

Lisa Ann Duncan-Pullen

(NOTARY PUBLIC)
SEAL

My Commission Expires: 8/8/2011

San Felasco Additions
Rolling Meadows Investments
02/11/09

Project Score:	**6.00 of 10.00**	
Size:	316 acres (171 nominated)	
Parcel Number:	05949-005-000	
S-T-R:	29-8S-19E	
Buildings:	None	
Just Value:		$17,458/ac
Total: Just+bld+misc		$17,462/ac

Natural Communities	**Condition**
Upland mixed forest	Fair
Bottomland forest	Good
Seepage stream	Good
Depression Marsh	Poor
Mesic Hammock	Good
Sinkhole Pond	Poor to Good

Other:
Improved pasture
Several FMSF recorded cultural sites
Bald eagle nest within 0.5 mile
Wading bird rookery within 0.5 mile

REPA Score: 7.29 of 9.44 San Felasco Additions Project
KBN Score: Ranked 23rd of 47 (North San Felasco Hammock)
Florida Forever: San Felasco Conservation Corridor Project– B list, less-than-fee
Outstanding Florida Waters: Cellon Creek becomes an OFW within SFHPSP

Overall Description:

The Rolling Meadows Investments parcel is located on US Highway 441. The entire parcel consists of 316 acres, of which 171 are nominated to the Alachua County Forever program. The nominated portion is adjacent on its west and south sides to San Felasco Hammock Preserve State Park (SFHPSP). Acquisition of the nominated portion of the Rolling Meadows Investments parcel would provide a significant buffer between the state park and proposed residential development to the north, as well as protecting nearly three-quarters of a mile of Cellon Creek, a disappearing stream which flows into the Floridan aquifer via Lee Sink within the SFHSP.

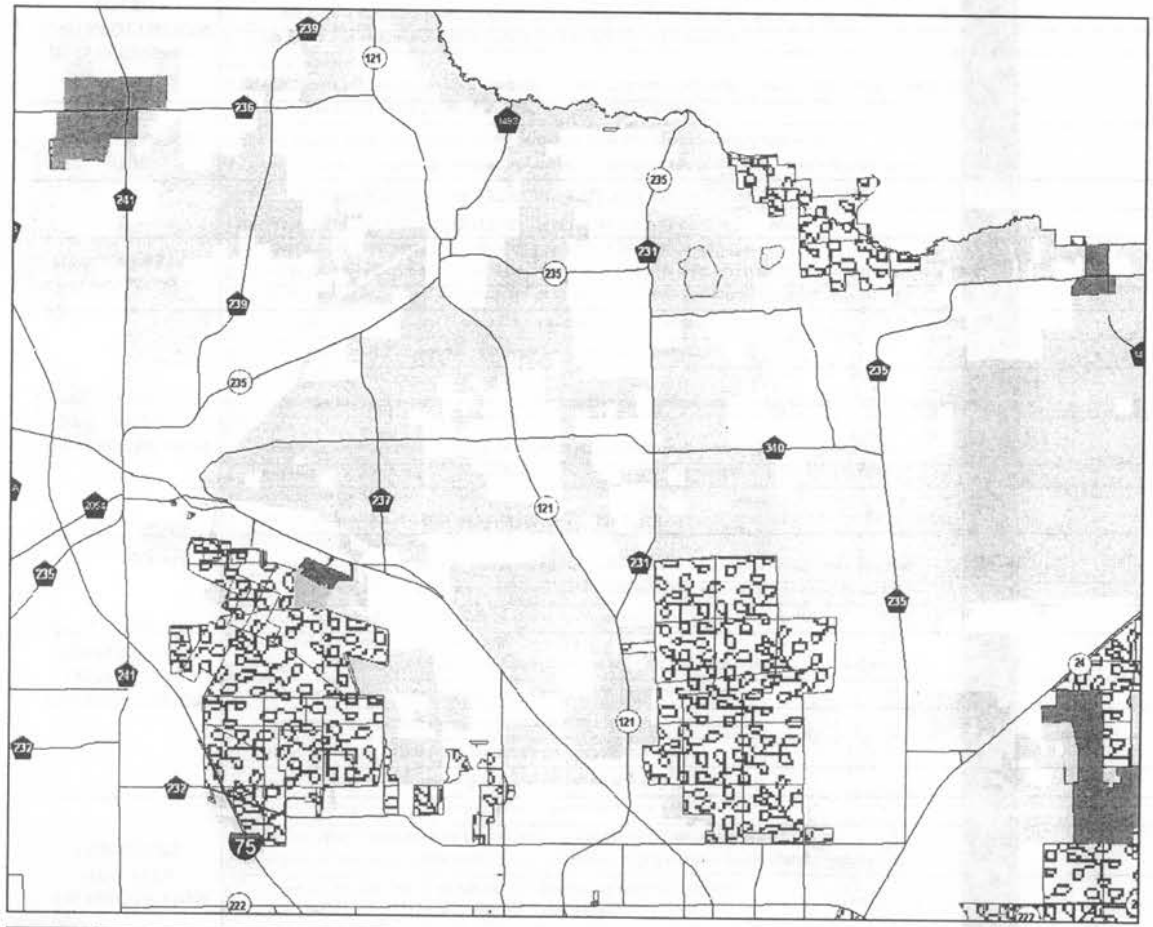
The property primarily consists of improved pasture, interspersed with small areas of upland mixed forest, bottomland forest, depression marsh, mesic hammock, seepage stream and sinkhole pond. The condition of the natural communities on the property ranges from poor to good. Most of the improved pasture on the property has been cleared and in agricultural use since prior to 1937. All of the natural communities on the property are currently impacted by livestock grazing and the presence of exotic plant species. The seepage stream flowing through the property—Cellon Creek—and its associated floodplain have been impacted by historic hydrologic alterations, both upstream and downstream.

Non-native plant species observed on the property during the February 2009 site visit include castorbean, camphortree, mimosa, Chinaberry, lion's-ear, tungoil tree, silverthorn, and citrus. The most significant populations were Chinaberry, tung tree and lion's ear. In consideration of the historic use of the property, it is likely that other non-native plants exist which were not visible during the dormant season site visit. In addition to non-native plants, signs of past feral hog activity were observed in the depression marsh community during the February2009 site visit.

The site possesses good recreation potential given its proximity to San Felasco Hammock Preserve State Park. Multi-use recreational trails within the state park are visible from the property, and could easily be extended to include upland portions of the property. A popular trail head associated with these trails is located within 2 miles of the property.

San Felasco Additions - Rolling Meadows Investments					February 2009
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		5		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		2		
	D. Whether the property serves an important flood management function.		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		1		
	B. Whether the natural communities present on the property are rare;		2		
	C. Whether there is ecological quality in the communities present on the property;		2		
	D. Whether the property is functionally connected to other natural communities;		3		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		3		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		4		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		2		
	E. Whether the property offers high vegetation quality and species diversity;		2		
	F. Whether the property has low incidence of non-native invasive species.		1		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		4		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		5		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.10	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.13
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		3		
	B. Whether this management can be completed in a cost-effective manner.		3		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		3		
	B. Whether the overall resource values justifies the potential cost of acquisition;		1		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			2.80	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.666			1.8
	TOTAL SCORE				6.00

San Felasco Additions - Rolling Meadows Investments Location Map



Legend

- Rolling Meadows Investments Parcel
- 171 acres nominated
- ACF Preserves
- Conservation Lands
- ACF Projects

Alachua County FOREVER

0 0.5 1 2 3 4 5 Miles

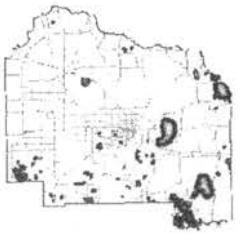
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

San Felasco Additions - Rolling Meadows Investments

Alachua County, Florida
Environmental Protection

Legend

- Conservation Lands
- Rolling Meadows Investments Parcel
- 171 acres nominated
- Major Roads



Alachua County FOREVER

0 250 500 1,000 1,500 2,000 Feet

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

San Felasco Additions
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	October 12, 2004
Matrix Score:	7.29 of 9.44
Size:	1,211 acres
Number of parcels:	40
Number of owners:	25
Number of buildings:	12

Location/Description:

The 1,211-acre San Felasco Additions (SFA) Project surrounds the San Felasco Hammock Preserve State Park, northwest of the City of Gainesville in Alachua County. Portions of the property are within the City of Alachua city limits, the remaining properties are in unincorporated areas of the county (Map 1). The project area is comprised of properties within the Florida Division of State Lands Optimum Park Boundaries for San Felasco Hammock Preserve State Park, as well as other forested lands adjacent or near the Preserve (Map 2). This includes Warren's Cave and some surrounding properties. Warren's Cave is owned by the National Speleological Society and is claimed to be the longest dry cave in Florida. The areas around San Felasco Hammock Preserve State Park are rapidly developing into single family residences; the project contains some of the last remaining tracts of undeveloped property in proximity to the Preserve.

The SFA Project includes properties within two projects from the *Alachua County Ecological Inventory Project* (KBN Study); North San Felasco Hammock and East San Felasco Hammock (KBN 1996). The purpose of the KBN Study was to identify, inventory, map, describe, and evaluate the most significant natural biological communities, both upland and wetland, that remain in private ownership in Alachua County and make recommendations for protecting these natural resources (KBN 1996). The North San Felasco Hammock project was ranked 23rd of 47 projects evaluated in the county, and categorized as average, and the East San Felasco Hammock project was ranked 28th and categorized as slightly below average (KBN 1996).

The North San Felasco Hammock project was described as follows, "This is an area of creeks, pond, hardwood forest, pine plantation, and pasture on the north side of San Felasco Hammock State Preserve. The two creeks both flow into the preserve from this area" (KBN 1996).

The KBN Study characterized the East San Felasco Hammock as, "This is an area of ponds, marshes, creeks, scenic pastures, and hardwood forest on the east side of San Felasco State Preserve. It also contains a large and valuable house and several smaller homes" (KBN 1996).

Protecting Water Resources:

Six percent of the SFA site is located in the confined aquifer zone of Alachua County, with the remainder located in the perforated zone. The confined aquifer zone is defined by Macesich as a zone of relative aquifer confinement that stretches from north-

central Alachua County southeastward comprising most of the eastern half of the county. It is a region of higher elevations underlain by at least 10 feet of clays or clayey sands of the Hawthorn Formation which form an aquiclude to the Floridan Aquifer System. The perforated zone is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer (Macesich 1988).

According to the St. Johns River Water Management District's Aquifer Recharge Map for Alachua County, 100% of the SFA project exists in a high aquifer recharge area where 12 inches or more of water is recharged to the aquifer on a yearly basis. According to Aucott (1988), the project is located in an area where greater than 10 inches of water per year is recharged to the aquifer.

Approximately 25% of the SFA Project is wetlands, contains hydric soils, or falls within the FEMA 100 or 500 year flood hazard zone.

The KBN report described the hydrologic resources as the following, "This is an active karst area with several sinkholes. It is underlain by the Hawthorn Formation, which provides for a perched water table (ponds, wetlands, and streams), but this formation is thin here, allowing for sinkhole formation. The formation is also at or near the surface, thus providing for the fertile soil that the mesic hammock vegetation requires (KBN 1996).

Protecting Natural Communities and Landscapes:
Natural Communities
Basin Marsh
Cave
Seepage Stream
Sinkhole
Sinkhole Lake
Upland Mixed Forest
Upland Pine Forest
Other
Improved Pasture
Low Impact Development
Rough Pasture
Row Crops
Site Conversion Pine Plantation

The above list of natural communities is from the KBN Study, from Environmental Protection Department staff visits and the Warren's Cave Nature Preserve Management Plan. The quality of the natural communities ranges from fair to good (KBN 1996).

Approximately 77% of the project site is within the Florida Ecological Greenways Network (FEGN) un-named priority 6 project area. This greenway connects San Felasco Hammock State Park to the Santa Fe River via Hague Flatwoods, Murphree Wellfield Conservation Area and the Northeast Flatwoods. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect

ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network (Hoctor et al. 2002).

The SFA project includes properties surrounding San Felasco Hammock Preserve State Park and would add to protection of the Preserve, especially in light of the rapid development in its proximity. In addition, the project buffers Warren's Cave, located to the southwest of the Preserve. Warren's Cave, according to the National Speleological Society, is the longest dry cave in Florida, with over four miles of passageway. The cave currently has a management plan and is managed by the Florida Speleological Society. The plan describes the historical, geologic and biological resources of the cave and preservation objectives for the area. The plan does mention that, "the land immediately surrounding the Warren's Cave Reserve is slated for low density residential development. This will have definite impacts on the terrestrial fauna of the Reserve" (National Speleological Society).

There are no Strategic Habitat Conservation Areas within the SFA project area. Strategic Habitat Conservation Areas were developed by the Florida Fish and Wildlife Conservation Commission (FFWCC). They are private lands containing habitats critical to the continued survival of populations of inadequately protected plants and animals (Cox et al. 2000). These lands are essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future (Cox et al.1994).

Almost the entire project area is within the Florida Natural Areas Inventory (FNAI) priorities 2-6 Habitat Conservation Priorities. FNAI's Habitat Conservation Priorities prioritize places on the landscape that would protect both the greatest number of rare species and those species with the greatest conservation need (Florida Natural Areas Inventory June 2001).

Twenty- eight percent of the SFA project is delineated by FNAI as an Upland Hardwood Forest Under-represented Natural Community. FNAI Under-represented Natural Communities are those natural community types that were inadequately represented on conservation lands in Florida. A natural community is considered to be inadequately represented if less than 15% of the original extent of that community is currently found on existing conservation lands. Under-represented natural communities include, seepage slope, upland hardwood forest, pine rockland, tropical hardwood hammock, sandhill, scrub, upland glades, and pine flatwoods. This data was developed by the Office of Environmental Services, Florida Department of Environmental Protection and FNAI, (FNAI December 2001).

Protecting Plant and Animal Species:

Common Name	Endemic/ Large Home-Range	Fed/State Status	FCREPA/FNAI Designation	Observed
Amphibians				
Flatwoods Salamander	-/-	T/-	R/S2S3	SM
Gopher Frog	-/-	-/SSC	T/S3	SM
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM

Striped Newt	-/-	-/-	R/S2S3	SM
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM,K
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM,K
Florida Crowned Snake	X/-	-/-	-/-	SM
Florida Pine Snake	-/-	-/SSC	SU/S3	SM,N
Gopher Tortoise	-/-	-/SSC	T/S3	F
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM,N
Spotted Turtle	-/-	-/-	R/S3?	SM
Birds				
Cooper's Hawk	-/-	-/-	SSC/S3	SM
Little Blue Heron	-/-	-/SSC	SSC/S4	SM,K
Osprey	-/-	-/-	T/S3S4	SM
Snowy Egret	-/-	-/SSC	SSC/S3	SM,K
Southern Bald Eagle	-/L	T/T	T/S3	SM, F
Southeastern American Kestrel	-/-	-/T	T/S3	SM
Swallow-tailed Kite	-/L	-/-	T/S2	F,K
Wild Turkey	-/L			F
Wood Stork	-/-	E/E	E/S2	SM
Yellow-Crowned Night Heron	-/-	-/-	SSC/S3?	SM
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F
Northern Yellow Bat	-/-	-/-	SU/-	SM
Sherman's Fox Squirrel	-/-	-/SSC	T/S3	F

X= Endemic, L=species with large home ranges according to the Closing the Gaps in Florida's Wildlife Habitat System, S= observed by Alachua Co. EPD staff and/or an LCB subcommittee member, SM= documented on the Species Models maps created by the Florida Fish and Wildlife Conservation Commission, F= Focal species used for the most detailed analyses in the Closing the Gaps in Florida's Wildlife Habitat Conservation System, Florida Game and Fresh Water Fish Commission, 1994, N= Florida Natural Areas Inventory Element Occurrence, P= potential for species based on habitat types, K=documented in the Alachua County Ecological Inventory Project.

Listed plants found on the property according to the Alachua County Ecological Inventory Project include cardinal flower, cinnamon fern, and greenfly orchid. FNAI element occurrence data has four occurrences for the subject area, all associated with Warren's Cave. This includes Flyr's Brickelbush (*Brickellia cordifolia*), a state listed endangered plant with only seven known populations. The cave also includes the type locality for the pallid cave crayfish (*Procambarus pallidus*) which is considered rare in the state and has a limited geographic range.

Exotic plants found on this property include: tropical soda apple, mimosa, tung tree, chinaberry, and camphor.

The FFWCC 2002 bald eagle nest data shows one bald eagle nest in San Felasco Hammock State Park, which is located only half a mile from the project area.

Approximately 60% of the site is within Regional Biodiversity Hotspots. The purpose of the Regional Biodiversity Hot Spots maps, developed by FFWCC, is to "convey more detailed information on the known locations of as many components of biological diversity as possible, regardless of whether or not they fall within proposed Strategic Habitat Conservation Areas, to help meet the need for conservation information at regional and local levels" (Cox et al. 1994).

Achieving Social and Human Values:

Approximately 44% of the SFA site is a Priority 1-5 Natural Resource-based Recreation Area (Knight et al. 2000). The Natural Resource-based Recreation map was developed by FNAI in collaboration with DEP, FFWCC and the Florida Division of Forestry. The recreation potential of a site depends on available road access, presence of a water body or beach, proximity to urban areas, and size of the site. "These criteria were applied to Potential Natural Areas delineated by FNAI using aerial photography and revised using the 1995 Water Management District land cover data. Sites were ranked by recreation potential" (Knight et al. 2000).

The SFA Project is part of the Emerald Necklace Land Conservation Initiative - "a publicly accessible, connected, and protected network of trails, greenways, open space, and waterfronts surrounding the Gainesville urban area".

The SFA project is an easily accessible urban natural area located in a residential area. Recreational opportunities may be available from the adjacent San Felasco Hammock Preserve State Park. Warren's Cave currently has a recreational plan that allows for restricted visitation to the cave as well as utilization for research and educational endeavors (National Speleological Society). Acquisition of the SFA properties will enhance the nature based parks and preserves in this area.

Management:

"This area could be easily managed as part of or in conjunction with the adjacent state preserve. Restoration of the hammock areas would occur on its own. Some of the former upland pine forest areas could be allowed to become hammock forest. Restoring upland pine forest areas that are now hardwood forest or pine plantation would require a long program of prescribed burning and some planting. The pasture areas were all upland pine forest, and would need planting and then prescribed burning during an extended time for restoration to occur. If left as they are now, the pastures still need frequent burning and some herbicide applications to control the tropical soda-apple. Although there is a major highway to the north, there is a large wild area to the south [San Felasco Hammock], making it possible for prescribed burning to be used here with relative safety" (KBN 1996).

The Florida Division of State Lands may be willing to manage properties within the SFA boundaries, particularly those within the Optimum Park Boundaries for San Felasco Hammock State Preserve Park.

Economic & Acquisition:

There are 40 parcels and 25 ownerships in the 1,211 acre SFA Project. The property appraiser shows 12 buildings in their parcel database for the project area. The Alachua County Property Appraisers 2004 Just Value (land value) for the entire project is $ 6,307,500 or $5,208.51/ acre. The ACPA's total value (Just, Miscellaneous and Buildings) for the project area is $7,400,000 or $6130.90/acre. These figures are for comparative purposes between nominated properties, and are not necessarily an accurate reflection of the true cost of the property if acquired by the Alachua County Forever Program.

Sixty-five percent of the project area is within the City of Alachua and the remaining 35% is in unincorporated Alachua County. Seventy-six percent of the project area is within a Rural/Agriculture Future Land Use designation with the remainder falling within a Residential Land Use designation. This area is seen as very desirable for high-end residential development and is under substantial development pressure.

Other:

There are four archaeological site listings on the Florida Master Site File maintained by the Florida Division of Historical Resources within the project area.

Literature Citations:

Aucott, W. 1988. Water Resources Investigation Report 88-4057. USGS.

Cox, J., R. Kautz, M. MacLaughlin, and T. Gilbert. 1994. Closing the Gaps in Florida's Wildlife Habitat Conservation System, Office of Environmental Services, Florida Game and Fresh Water Fish Commission, Tallahassee, Florida.

Cox, J. and R. Kautz. 2000. Habitat Conservation Needs of Rare and Imperiled Wildlife in Florida. Office of Environmental Services, Florida Fish and Wildlife Conservation Commission, Tallahassee, Florida.

Florida Natural Areas Inventory. June 2001. Florida Forever Conservation Needs Assessment Technical Report

Florida Natural Areas Inventory. December 2001. Florida Forever Conservation Needs Assessment Version 1.1

Hoctor, T.S., J. Teisinger, M.G. Carr., P.C, Zwick. 2002. Identification of Critical Linkages within the Florida Ecological Greenways Network. Final Report. Office of Greenways and Trails, Florida Department of Environmental Protection. Tallahassee, FL.

Knight, G., A. Knight, and J. Oetting. 2000. Florida Forever Conservation Needs Assessment Summary Report to the Florida Forever Advisory council. Florida Natural Areas Inventory.

KBN, A Golder Associates Company. 1996. Alachua County Ecological Inventory Project. Prepared for Alachua County Department of Growth Management, Gainesville, Florida.

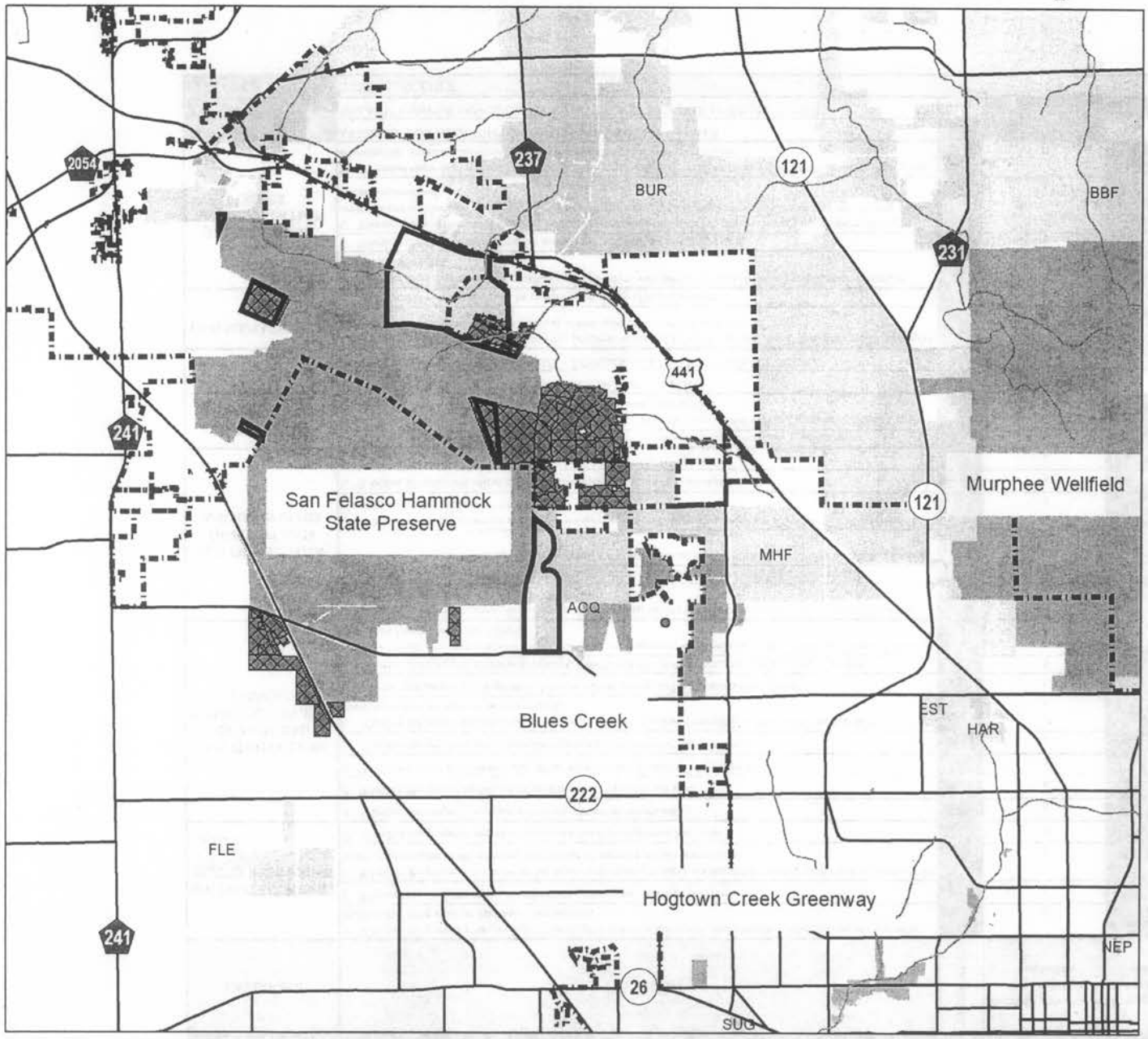
Macesich, M. 1988. Geologic Interpretation of the Aquifer Pollution Potential in Alachua County, Florida, Open File Report – 21. Florida Geologic Survey, Tallahassee, Florida.

National Speleological Society. Warren Cave Nature Preserve Management Plan. <http://www.caves.org/preserves/wcp/mp-wcp.html>

San Felasco Additions Draft date October 14, 2004

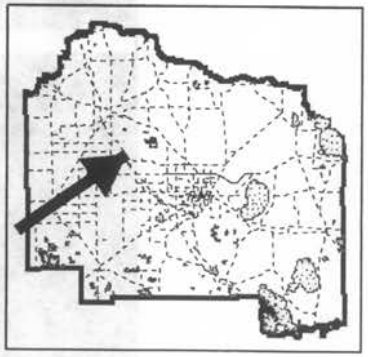
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		2		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		4		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		4		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		5		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		5		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		3		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		5		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		3		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		4		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		3		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		4		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		4		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		5		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.80	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.07
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		4		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		3		
	C. Whether there is immunent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	D. `Whether there is an opportunity to protect the environmental, social or other values of the property through an economically attractive less-than-fee mechanism such as a conservation easement.		0		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.33	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.22
	TOTAL SCORE				7.29

San Felasco Additions-Map 1



San Felasco Additions

- San Felasco Additions
- Alachua County Forever Projects
- Conservation Lands
- Optimum Boundary
- Roads
- Streams
- City Boundaries



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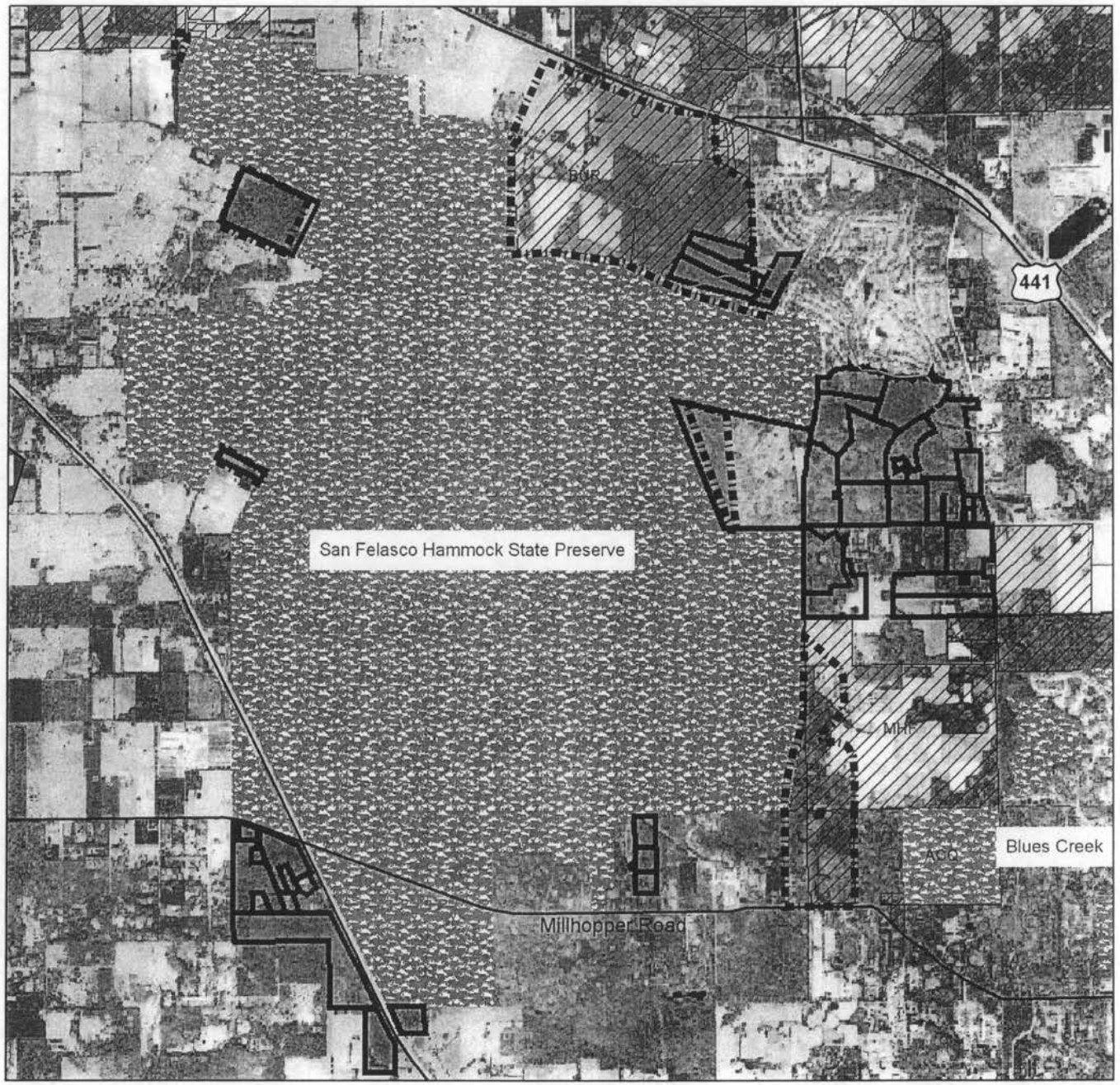
0 0.5 1 2 Miles

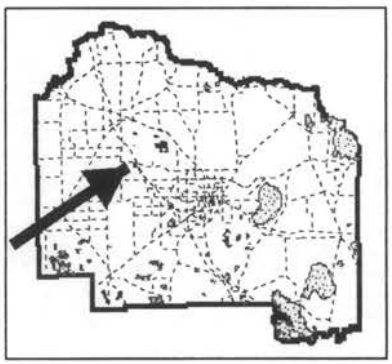
Alachua County FOREVER

Environmental Protection Department
Alachua County

San Felasco Additions-Map 2



San Felasco Additions
Optimum Boundary
Alachua County Forever Projects
Conservation Lands
Roads
Streams



N

0 0.25 0.5 1 1.5 Miles

Alachua County FOREVER

Environmental Protection Department Alachua County

FIRST AMENDMENT TO
OPTION AGREEMENT FOR SALE AND PURCHASE

THIS FIRST AMENDMENT TO OPTION AGREEMENT FOR SALE AND PURCHASE AGREEMENT by and between ROLLING MEADOWS INVESTMENTS, LLC, a Florida limited liability company, with an address at P.O. Box 238, Lake Butler, Florida 32054, as "Seller" and The Nature Conservancy, a non-profit District of Columbia corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, a not-for-profit organization as defined under Section 501(c)(3) of the IRS Code, whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, Florida 32714, and its successors and assigns, as "Purchaser."

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Purchase Agreement dated December 23, 2010 (the "Agreement"), in connection with certain property situate in Alachua County, Florida, which property is described in Exhibit "A," attached to the Agreement (the "Property"); and

WHEREAS, the parties desire to amend certain aspects of the Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The first two sentences of Paragraph 3. Purchase Price, are hereby modified to read as follows: "If the Option is exercised, the "Initial Purchase Price" for the Property shall be Two Million Three Hundred Thirty-One Thousand Two Hundred Eighty and no/100 Dollars ($2,331,280.00), which, after credit for the amount of the Option Payment, will be paid by the Purchaser at closing, subject to adjustments, credits, and pro-rations as set forth herein. The Initial Purchase Price is based upon $11,200.00 per acre ("Acre Price") for an estimated 208.15 acres.

2. Paragraph 15, ACCESS is hereby amended to add the following:

   The Access Easement shall provide that in the event that a public right-of-way, which is a minimum of 60 feet in width and is located wholly within Seller's Retained Property (as defined in paragraph 31 below), is dedicated to the public and such dedicated roadway provides legal, insurable, and practical access from the Property to U.S. Highway 441, and is in all manner available for use by the owner of the Property and the public to benefit the Property by providing ingress and egress to U.S. Highway 441, the Access Easement granted therein shall cease and terminate and all rights granted therein with respect to the Access Easement shall revert to the owner of the Seller's Retained Property, it successors and assigns.

All other terms of the Agreement remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth below.

SELLER:

ROLLING MEADOWS INVESTMENTS, LLC

By:_____
JAX INVESTORS, LLC,
By: William T. Pyburn, III
Its: Managing Member
Managing Member

_____
Witness as to Seller

_____
Witness as to Seller

Date signed by Seller: _____

By:_____
Avery C. Roberts, Managing Member

_____
Witness as to Seller

_____
Witness as to Seller

Date signed by Seller: 3-4-11

PURCHASER:

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

By: _____
Maria F. Melchiori
Director of Operations

_____
Witness as to Purchaser

_____
Witness as to Purchaser

Date: _____

(Corporate Seal)

LEGAL REVIEW: LPR – 03/04/2011

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by William T. Pyburn, III, as Managing Member of Jax Investors, LLC, a Florida limited liability company, Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

SEAL

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

STATE OF FLORIDA)
)
COUNTY OF Union)

The foregoing instrument was acknowledged before me this 4th day of March, 2011, by Avery C. Roberts, as Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

SEAL

DENISE C. HOWARD
MY COMMISSION # DD 642703
EXPIRES: March 16, 2011
Bonded Thru Notary Public Underwriters

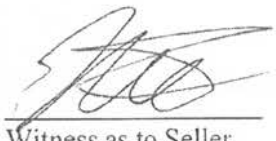
Notary Public

Denise C. Howard
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: DD 642703
My Commission Expires: 3/16/11

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the day and year set forth below.

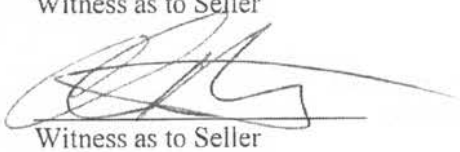
SELLER:

ROLLING MEADOWS INVESTMENTS, LLC



Witness as to Seller

By: _____
JAX INVESTORS, LLC,
By: William T. Pyburn, III
Its: Managing Member
Managing Member



Witness as to Seller

Date signed by Seller: 3/4/2011

By: _____
Avery C. Roberts, Managing Member

_____
Witness as to Seller

Date signed by Seller: _____

_____
Witness as to Seller

PURCHASER:

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

_____
Witness as to Purchaser

By: _____
Maria F. Melchiori
Director of Operations

_____
Witness as to Purchaser

Date: _____

(Corporate Seal)

LEGAL REVIEW: LPR – 03/04/2011

STATE OF FLORIDA)
)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this day of March, 2011, by William T. Pyburn, III, as Managing Member of Jax Investors, LLC, a Florida limited liability company, Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

Notary Public

SEAL

LEWIS LEVI RITTER
MY COMMISSION # DD 797117
EXPIRES: June 12, 2012
Bonded Thru Notary Public Underwriters

(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 2011, by Avery C. Roberts, as Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

Notary Public

SEAL

(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Maria F. Melchiori, as Director of Operations of The Nature Conservancy, a District of Columbia nonprofit corporation, on behalf of the corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998. She is personally known to me.

(NOTARY PUBLIC)

SEAL

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 23rd day of Dec, 2010, between ROLLING MEADOWS INVESTMENTS, LLC, a Florida limited liability company, with an address at P.O. Box 238, Lake Butler, Florida 32054, as "Seller" and The Nature Conservancy, a non-profit District of Columbia corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended, a not-for-profit organization as defined under Section 501(c)(3) of the IRS Code, whose address is 222 South Westmonte Drive, Suite 300, Altamonte Springs, Florida 32714, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase all of Seller's right, title, and interest in and to the real property located in Alachua County, Florida, described in Exhibit "A," together with all improvements, easements, and appurtenances ("Property"), in accordance with the provisions of this Agreement This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. If this option is assigned to the Alachua County Board of County Commissioners ("Board"), whose address is 12 S.E. 1st Street, Gainesville, FL 32602-2877, exercise of the option is subject to approval by the Board and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 ("County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Purchaser's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 120 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in Paragraph 3 of this Agreement) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed sixty (60) days after the Option Expiration Date, by written notice to Seller.

3. PURCHASE PRICE. If the Option is exercised, the "Initial Purchase Price" for the Property shall be Two Million Seven Hundred Sixty-Six Thousand Four Hundred and no/100 Dollars ($2,766,400.00), which, after credit for the amount of the Option Payment, will be paid by the Purchaser at closing, subject to adjustments, credits, and pro-rations as set forth herein. The Initial Purchase Price is based upon $13,300.00 per acre ("Acre Price") for an estimated 208 unsurveyed acres. For purposes of this Agreement, "Acres" shall mean those lands located within the boundary of the final County approved survey required by Paragraph 5 of this Agreement. The "Final Purchase Price" shall be obtained by multiplying the lower of the Acre Price or the final County approved maximum value per acre permitted to be paid under applicable Alachua County rules and regulations ("Final County Approved Acre Value") by the surveyed acreage of the Property shown on the final County approved survey obtained in accordance with Paragraph 5 of this Agreement. The Acre Price as set forth above in this Paragraph will not decrease unless the Acre Price is in excess of the Final County Approved Acre Value. If the Acre Price is in excess of the Final County Approved Acre Value, Seller may elect to terminate this Agreement within ten (10) days of receipt of written notice from the

Purchaser of the Final Purchase Price and neither party shall have any further obligations under this Agreement. Should Seller elect not to terminate this Agreement, the Acre Price will be reduced to the Final County Approved Acre Price. Seller hereby authorizes Purchaser to issue a check for the Final Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Prior to the exercise of the option and at its sole cost and expense, Purchaser may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste of any kind or any other substance which is regulated by any Environmental Laws (as hereinafter defined in Paragraph 4.B of this Agreement).

4.B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A of this Agreement confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up, and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Laws"). However, should the estimated cost to Seller of cleanup of Hazardous Materials exceed a sum which is equal to 5% of the Final Purchase Price as stated in Paragraph 3 of this Agreement, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in Paragraph 8 of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the cleanup of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents, and employees, for a period not to exceed one (1) year after the date of closing, from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. For a period of one (1) year after the date of closing, Seller shall defend, at its sole cost and expense, any legal action, claim, or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. For a period of one (1) year after the date of closing, Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses, and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

5. SURVEY. Seller shall, at its sole expense, obtain and deliver to the County within fifteen (15) days of the execution of this Agreement, a sealed copy of a boundary survey of the Property, which survey shall be dated within sixty (60) days of the date of delivery to the County, shall be certified in compliance with Florida minimum technical standards for surveys, and which shall be certified to Alachua County, a political subdivision of the State of Florida ("Seller's Survey"). Should Purchaser require any changes to Seller's Survey, the cost of such changes or revisions shall be borne solely by Purchaser. Purchaser may have a separate survey of the Property completed by a professional surveyor and mapper licensed by the State of Florida at its sole expense ("Purchaser's Survey"). Purchaser may elect, within its sole discretion, to rely on either the Seller's Survey or Purchaser's Survey for purposes of this Agreement, and such survey shall, upon such election, be deemed the "Survey" for all purposes hereunder. If the Survey shows any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Property in the amount of the purchase price. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this Paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within ninety (90) days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore (except that Seller shall not be required to bring any lawsuits to eliminate defects in title). Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of Paragraph 16 of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a statutory warranty deed in accordance with Section 689.02, *Florida Statutes*, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), *Florida Statutes*, on forms

provided by Purchaser. Purchaser shall prepare the deed described in Paragraph 8 of this Agreement, Purchaser's and Seller's closing statements and the title, possession, and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, *Florida Statutes*, and an environmental affidavit in the form attached hereto as Exhibit "B."

10. EXPENSES. Seller shall pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in Paragraph 8 of this Agreement, all easements provided for herein, and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Property.

In addition to the foregoing, Seller shall pay all costs incurred by the County to appraise the Property up to $5,500 (the "Appraisal Fees"). All appraisals obtained by the County shall remain confidential in accordance with Florida law. Seller shall within two (2) business days after Seller's execution hereof, deliver the sum of Five Thousand Five Hundred Dollars ($5,500.00) in payment of the Appraisal Fees to Salter Feiber Murphy Hutson & Menet, P.A ("Escrow Agent") which funds shall be held by the Escrow Agent pending disbursement as directed by the County to pay the Appraisal Fees. In event that the transaction contemplated hereunder closes, Seller shall receive from Purchaser a credit for the Appraisal Fees paid by Seller hereunder. No reimbursement for Appraisal Fess shall be made unless the transaction contemplated hereunder closes.

11. TAXES AND ASSESSMENTS. If this option is not assigned to the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be prorated between the parties to the date of closing. Notwithstanding any provision herein to the contrary, if this option is assigned to the Board, all real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at closing. If this option is assigned to the Board and the Board acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, *Florida Statutes*, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Board acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

12. CLOSING PLACE AND DATE. The closing shall be on or before thirty (30) days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within twenty (20) days after receipt of documentation curing the defects, whichever is later. The date, time, and place of closing shall be set by Purchaser.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. The Seller shall not transfer or encumber any interest in the Property prior to closing. If the condition of the Property is altered by an act of God or other natural force beyond the control of

Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to closing unless this requirement is waived by Purchaser in writing. Written notification of the location of any wells to be abandoned or such notification of Purchaser's decision as to waiver of this requirement shall be provided to Seller within thirty (30) days of Purchaser's receipt of the environmental site assessment described in Paragraph 4.A of this Agreement.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris other than any natural vegetation, trees, or tree matter (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $10,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

15. ACCESS. Seller warrants that as of the closing date there shall be legal, insurable, and practical ingress and egress to the Property via a sixty (60) foot non-exclusive easement from U.S. Highway 441 in the location depicted and labeled "Proposed 60-Foot Wide (Min) Ingress/Egress Easement Location" in Exhibit "A" attached hereto, for the use and benefit of and as an appurtenance to the Property, which provides for the right (but not the obligation) of Purchaser to pave such easement to City of Alachua specifications, subject to the Purchaser obtaining all necessary permits and approvals from the City of Alachua and other relevant government authorities ("Access Easement"). The Access Easement shall specifically allow for use by the general public to access the Property and shall otherwise be in a form acceptable to Purchaser and Seller. Purchaser and Seller shall agree on the form of Easement prior to the Option Expiration Date. Should the Access Easement roadway be disallowed for any reason, Seller shall provide Purchaser alternate access not inferior to the one contemplated herein. Such alternate access shall be submitted to Purchaser for approval, which approval shall be subject to Purchaser's sole discretion. Should Seller be required to provide such alternate access and be unable to deliver access acceptable to Purchaser prior to the Option Expiration Date ("Access Defect"), Seller shall have an additional 120 days to cure the Access Defect. Notice of Seller's inability to satisfy the Access Defect shall be delivered to Purchaser no later than thirty (30) days prior to the Option Expiration Date. Upon final determination of the location of the Access Easement roadway and prior to closing, Seller shall, at its sole cost and

expense, provide a final legal description and sketch of the Access Easement to be attached to the final form of Easement.

16. DEFAULT. If Seller defaults under this Agreement, Purchaser may seek specific performance or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default. Purchaser may also waive the default and proceed to closing but, if closing is completed, Purchaser shall not be entitled to monetary damages except in regard to Seller's obligations pursuant to Paragraph 4.B of this Agreement, Seller's representations and warranties set forth in Paragraph 30 of this Agreement, Seller's warranty of title and any other warranties and representations delivered by Seller at closing, or in the event of a material misrepresentation or fraud by Seller.

17. BROKERS. Seller warrants that no persons, firms, corporations, or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in Paragraph 9 of this Agreement. Seller further represents and warrants that it has only dealt with the following named broker, salesperson, agent, finder, or other similar party in connection with the transaction contemplated by this Agreement: Swift Creek Realty & Investment Corporation, whose real estate commission, as defined in that certain listing agreement dated effective February 29, 2009, shall be paid solely by the Seller. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

18. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties. In the event notice of this Agreement is recorded as provided herein and Purchaser either does not exercise the Option or defaults under this Agreement and this transaction does not close, Purchaser will execute and deliver a termination of this Agreement to Seller which releases all of Purchaser's interest in the Property.

19. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser shall provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser, which shall not be unreasonably withheld, provided however, in the event of any assignment hereunder, Seller shall remain obligated for all representations and warranties and performance hereunder. In the event of an assignment approved by Purchaser hereunder, Seller's assignee shall immediately deliver to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Paragraph 9 of this Agreement.

20. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

21. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in the sole discretion of either Seller or Purchaser, the enforceability of the remaining provisions of this Agreement shall not be affected.

22. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors, and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

24. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect.

25. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment, or alteration thereto shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

26. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

27. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

28. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in Paragraph 8 of this Agreement, and Purchaser's possession of the Property.

29. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. PROPOSED PLANNED DEVELOPMENT. Purchaser acknowledges that the Property is subject to: (1) a Planned Development Agreement for Villages of San Felasco Project dated August 9, 2010, (2) Ordinance 10-18 dated August 9, 2010, and (3) a PD Master Plan dated August 9, 2010, copies of which have been provided to Purchaser (collectively "PD Documents". Seller hereby represents and warrants, with such representations and warranties to survive closing, that:

a. Upon Seller's transfer of the Property to Purchaser, Purchaser shall obtain all interests and development rights associated with Phase 2 of the PD Master Plan, which shall include exactly 340 dwelling units within Development Areas 3, 4, and 5, collectively. Seller will execute any and all documents at closing required to perfect the transfer of these rights at closing; and.
b. After Purchaser's purchase of the Property, Seller shall indemnify Purchaser for any financial obligations imposed by the City of Alachua, any other governmental regulatory authority, or any property owners association on Purchaser as a result of development activities on Phase 1 of the Villages of San Felasco Planned Development Master Plan dated August 9, 2010; and
c. the Property and the ownership thereof, shall be free from any encumbrances or restrictions, such as covenants and restrictions, that result in required membership in any homeowners' association, property owners' association (or similar entity) and no such entity nor its members which may exist with regard to the Seller's retained property that lies within the PD Master Plan shall have any rights in the Property greater than those rights, if any, granted by the Purchaser to the general public.

Seller recognizes and agrees that, after closing, the City of Alachua may require Purchaser to apply to the City for a change in the Property's Land Use and Zoning designations to reflect the Property's use as Conservation. Seller agrees, on its own behalf and on behalf of its successors and assigns that it shall have no recourse against Purchaser for any actions Purchaser shall take in this regard. Seller acknowledges and agrees that the County may submit the Property to the Board of County Commissioners of Alachua County for inclusion on the "Alachua County Registry of Protected Public Places" as authorized by Section 1.7 of the Alachua County Charter.

31. DRAINAGE EASEMENT. Purchaser agrees that at closing, Purchaser shall grant Seller a Drainage Easement. For purposes of this Agreement, the Drainage Easement shall be an easement that burdens a portion of the Property (the "Easement Property") for the benefit of Seller's retained property that lies within the PD Master Plan ("Seller's Retained Property"). The Drainage Easement shall provide for perpetual storm water drainage from the Seller's Retained Property onto the Easement Property both before and after development of the Seller's Retained Property. Notwithstanding anything contained herein to the contrary, Seller agrees to make no alterations to the topography, land cover, land use or other man-made changes to Seller's Retained Property which shall result in peak flows and runoff volumes from the Seller's Retained Property into the Easement Property that deviate from the flow rates and volumes of water from the Seller's Retained Property to the Easement Property determined to be in existence as of the date of closing pursuant to a baseline flow report (the "Baseline Report"), unless such alteration is determined by Purchaser, in its sole discretion, to enhance the conservation value of the Easement Property. The Baseline Report shall be

prepared by Causseaux, Hewett, & Walpole, Inc. (the "Contractor"), at Seller's sole cost and expense. The initial draft of the Baseline Report shall be delivered within 30 days of the date of execution of this Agreement and shall include the following:

1. Calculation of the cumulative runoff rate and volume for the 100-year critical duration storm event (1, 2, 4, 8, 24, 72, 168, 240 hour durations) for the contributing watershed on Seller's Retained Property that discharges over/across/under that portion of the Property to be purchased by the County and located north of Cellon Creek.
2. A summary report for the computations documenting the seller's existing contributing drainage area's hydrologic baseline parameters including topography, land cover, land use, computed curve number and computed time of concentration together with an illustration of the seller's contributing watershed including the topography, time of concentration, and other applicable hydrologic factors.
3. Copies of the initial draft of the Baseline Report including the computation report and illustration shall be certified and delivered to the Seller and County for review and approval.

Subsequent to delivery of the initial draft of the Baseline Report to the Seller and County, the parties shall meet with the Contractor to review and address and any comments or requests for clarification from either party. The final Baseline Report shall be agreed upon by the parties and a certified original of the Baseline Report shall be delivered to County on or before the Option Expiration Date.. The Drainage Easement shall include a certified copy of the final Baseline Report and shall be substantially in the form attached hereto as Exhibit "C".

32. BARGAIN SALE ACKNOWLEDGMENT. Purchaser acknowledges that Seller intends to treat this transaction as a charitable contribution pursuant to Section 170 of the IRS Code. Seller has informed Purchaser of its belief that the Property has a fair market value in excess of the Purchase Price and that a material inducement for Seller to enter into this Agreement is that Purchaser qualifies as an entity eligible to receive charitable contributions. Purchaser makes no representations or warranties concerning the fair market value of the Property and gives no opinion concerning same. Seller shall obtain a qualified appraisal of the Property for purposes of establishing the difference between the fair market value of the property and the Purchase Price. Purchaser agrees to execute Part IV of a properly completed IRS Form 8283 or its equivalent to acknowledge its purchase and receipt of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE **DECEMBER 28, 2010**, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

IF THIS OPTION IS ASSIGNED TO THE COUNTY, THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE PROPERTY, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

SELLER:

ROLLING MEADOWS INVESTMENTS, LLC

By: _____
JAX INVESTORS, LLC,
By: William T. Pyburn, III
Its: Managing Member
Managing Member

Witness as to Seller

Witness as to Seller

Date signed by Seller: 12/22/2010

By: _____
Avery C. Roberts, Managing Member

Witness as to Seller

Witness as to Seller

Date signed by Seller: 12/23/10

PURCHASER:

THE NATURE CONSERVANCY, a nonprofit District of Columbia Corporation, as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998, as amended

Witness as to Purchaser

By: _____
Jeff Danter
Florida State Director

Witness as to Purchaser

Date: 12-22-10

LEGAL REVIEW: 12/22/10

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF Union)

The foregoing instrument was acknowledged before me this 23 day of December, 2010, by Avery C. Roberts, as Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

Christina M. Suggs
Notary Public

SEAL

Christina M. Suggs
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.: EE 034307
My Commission Expires: 11/2/2014

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 22 day of December, 2010, by William T. Pyburn, III, as Managing Member of Jax Investors, LLC, a Florida limited liability company, Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC) Notary Public

SEAL

(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:
My Commission Expires:

LEWIS LEVI RITTER
MY COMMISSION # DD 797117
EXPIRES: June 12, 2012
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 22nd day of Dec., 2010, by Jeff Danter, as Florida State Director of The Nature Conservancy, a District of Columbia nonprofit corporation, on behalf of the corporation as Trustee of The Nature Conservancy Charitable Trust dated May 11, 1998. He is personally known to me.

(NOTARY PUBLIC) Barbara J. Berger
Notary Public

SEAL

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

BARBARA J. BERGER
MY COMMISSION # DD 607660
EXPIRES: February 23, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT A - PAGE ONE

CAUSSEAUX, HEWETT, & WALPOLE, INC. • Engineering • Surveying • Planning • CHW Established 1968

Focused on Excellence
Delivered with Integrity

LEGAL DESCRIPTION

Date: August 31, 2010
Job No. 10-0322
Client: Rolling Meadows Investments, LLC

PHASE 2 – VILLAGES OF SAN FELASCO

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 29, THE JOHN SANCHEZ GRANT, THE J. S. SANCHEZ GRANT, AND THE FERNANDEZ GRANT, IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 29; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY) BEING THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 THE FOLLOWING TEN COURSES: (1) THENCE S.00°17'46"E., A DISTANCE OF 1302.45 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (2) THENCE S.87°27'03"W., A DISTANCE OF 1251.81 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (3) THENCE S.33°14'37"W., A DISTANCE OF 770.19 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE POINT OF BEGINNING; (4) THENCE CONTINUE S.33°14'37"W., A DISTANCE OF 706.93 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (5) THENCE N.71°38'11"W., A DISTANCE OF 92.77 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (6) THENCE S.05°48'37"W., A DISTANCE OF 1405.18 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (7) THENCE N.82°37'07"W., ALONG THE NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 858 OF SAID PUBLIC RECORDS, A DISTANCE OF 1949.56 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LS 2047; (8) THENCE S.85°33'10"W., ALONG SAID NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT", A DISTANCE OF 924.02 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LB2389; (9) THENCE N.00°04'22"E., ALONG THE EASTERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1993, PAGE 352 OF SAID PUBLIC RECORDS, A DISTANCE OF 2984.20 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (10) THENCE N.36°53'42"E., ALONG SAID EASTERLY BOUNDARY AND ALONG THE EASTERLY LINE OF A 50 FOOT WIDE CITY OF GAINESVILLE ELECTRIC DISTRIBUTION & TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2017, PAGE 1854 OF SAID PUBLIC RECORDS, A DISTANCE OF 847.72 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075;

EXHIBIT A - PAGE TWO

THENCE DEPARTING SAID EASTERLY LINES, S.57°33'47"E., A DISTANCE OF 3506.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 208.15 ACRES MORE OR LESS.

EXHIBIT A - PAGE THREE
Proposed 60-Foot Wide (Min) Ingress/Egress Easement Location

CAUSSEAUX, HEWETT, & WALPOLE, INC. • CHW • Established 1988 • Engineering • Surveying • Planning

Focused on Excellence
Delivered with Integrity

LEGAL DESCRIPTION

Date: August 20, 2010
Job No. 10-0322.01
Client: Rolling Meadows Investments, LLC

INGRESS AND EGRESS EASEMENT

A SIXTY FOOT (60.00') WIDE STRIP OF LAND SITUATED IN FRACTIONAL SECTIONS 20 AND 29, AND THE FERNANDEZ GRANT IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 29; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY), SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE N.73°55'48"W., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 130.99 FEET TO THE **POINT OF BEGINNING**; SAID POINT MARKING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 290.14 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°35'42", AN ARC DISTANCE OF 210.63 FEET (CHORD BEARING AND DISTANCE OF S.07°12'40"E., 206.04 FEET RESPECTIVELY) TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°15'14", AN ARC DISTANCE OF 208.81 FEET (CHORD BEARING AND DISTANCE OF S.09°52'54"E., 205.34 FEET RESPECTIVELY) TO THE POINT OF TANGENCY; THENCE S.08°14'43"W., A DISTANCE OF 83.52 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°13'57", AN ARC DISTANCE OF 38.79 FEET (CHORD BEARING AND DISTANCE OF S.04°07'44"W., 38.76 FEET RESPECTIVELY) TO THE POINT OF TANGENCY; THENCE S.00°00'46"W., A DISTANCE OF 552.18 FEET; THENCE N.78°29'06"W., A DISTANCE OF 440.04 FEET; THENCE N.70°29'55"W., A DISTANCE OF 1516.41 FEET; THENCE N.67°02'48"W., A DISTANCE OF 47.44 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 376.99 FEET (CHORD BEARING AND DISTANCE OF S.67°57'12"W., 339.41 FEET RESPECTIVELY) TO THE POINT OF TANGENCY; THENCE S.22°57'12"W., A DISTANCE OF 891.21 FEET; THENCE N.57°33'47"W., A DISTANCE OF 60.83 FEET TO THE EASTERLY LINE OF A 160 FOOT WIDE FLORIDA POWER CORPORATION ELECTRIC EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 221, PAGE 219 OF SAID

EXHIBIT A - PAGE FOUR
Proposed 60-Foot Wide (Min) Ingress/Egress Easement Location

PUBLIC RECORDS; THENCE N.22°57'12"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 881.19 FEET THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE DEPARTING SAID EASTERLY LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 471.24 FEET (CHORD BEARING AND DISTANCE OF N.67°57'12"E, 424.26 FEET RESPECTIVELY) TO THE POINT OF TANGENCY, SAID POINT BEING ON THE BOUNDARY OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING TEN COURSES:
(1) THENCE S.67°02'48"E., A DISTANCE OF 45.63 FEET; (2) THENCE S.70°29'55"E., A DISTANCE OF 1510.41 FEET; (3) THENCE S.78°29'06"E., A DISTANCE OF 361.26 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET; (4) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°13'37", AN ARC DISTANCE OF 24.63 FEET (CHORD BEARING AND DISTANCE OF N.02°37'34"E., 24.62 FEET RESPECTIVELY) TO THE END OF SAID CURVE; (5) THENCE N.00°00'46"E., A DISTANCE OF 453.91 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET; (6) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°13'57", AN ARC DISTANCE OF 47.42 FEET (CHORD BEARING AND DISTANCE OF N.04°07'44"E., 47.38 FEET RESPECTIVELY) TO THE END OF SAID CURVE; (7) THENCE N.08°14'43"E., A DISTANCE OF 83.52 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET; (8) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°15'14", AN ARC DISTANCE OF 170.84 FEET (CHORD BEARING AND DISTANCE OF N.09°52'54"W, 168.01 FEET RESPECTIVELY) TO THE POINT OF CURVATURE OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.14 FEET; (9) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°01'15", AN ARC DISTANCE OF 256.79 FEET (CHORD BEARING AND DISTANCE OF N.06°59'54"W., 251.07 FEET RESPECTIVELY) TO THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441; (10) THENCE S.73°55'48"E., ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.05 FEET TO **THE POINT OF BEGINNING.**

THE ABOVE DESCRIBED INGRESS/EGRESS EASEMENT CONTAINS 5.97 ACRES MORE OR LESS.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF

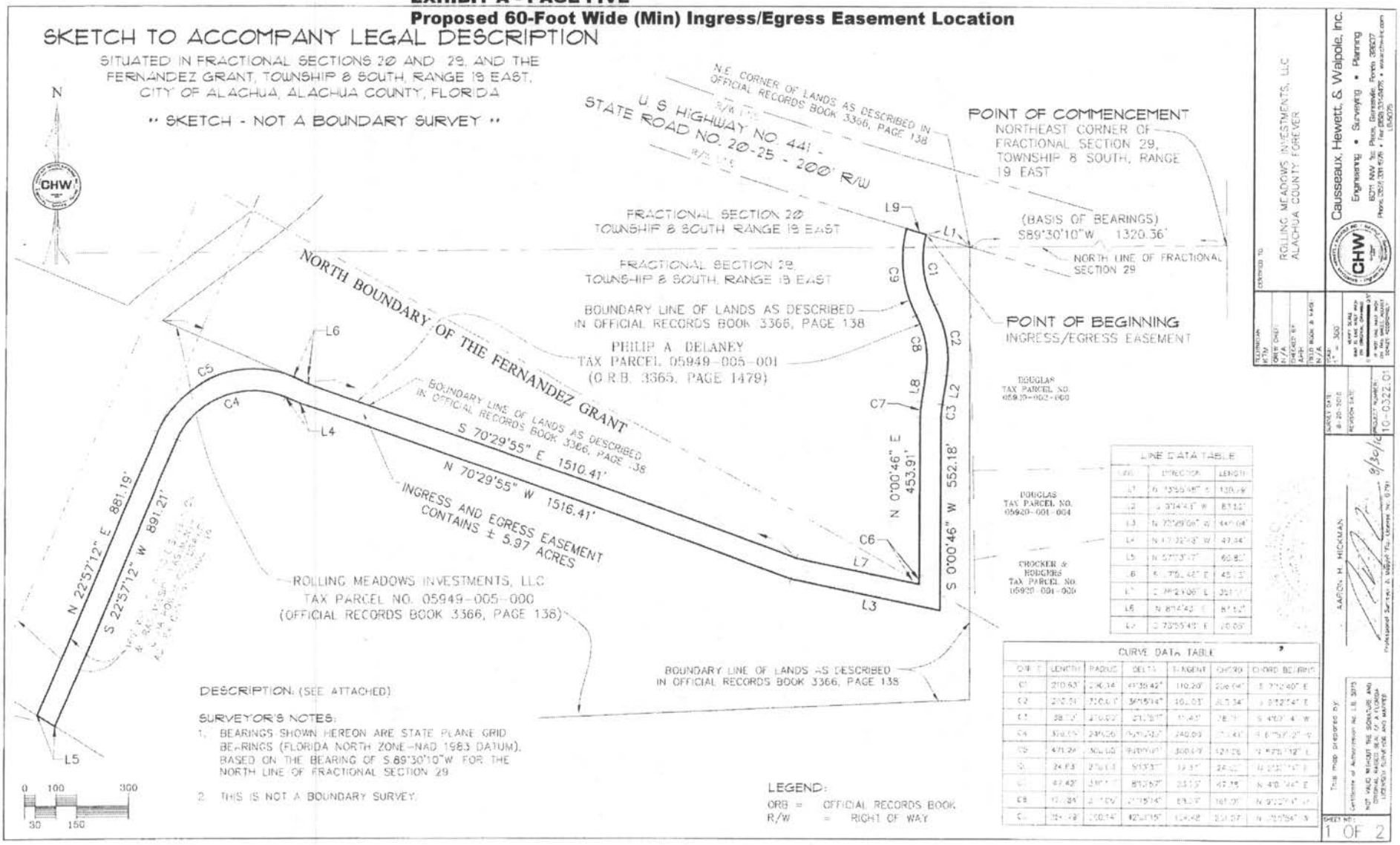
EXHIBIT A - PAGE FIVE

Proposed 60-Foot Wide (Min) Ingress/Egress Easement Location

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN FRACTIONAL SECTIONS 20 AND 29, AND THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

** SKETCH - NOT A BOUNDARY SURVEY **



DESCRIPTION: (SEE ATTACHED)

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE GRID BEARINGS (FLORIDA NORTH ZONE-NAD 1983 DATUM), BASED ON THE BEARING OF S.89°30'10"W. FOR THE NORTH LINE OF FRACTIONAL SECTION 29.
2. THIS IS NOT A BOUNDARY SURVEY.

LEGEND:

ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	N 89°55'48" E	139.49'
L2	S 3°14'43" W	87.32'
L3	N 70°29'55" W	447.04'
L4	N 67°32'48" W	47.34'
L5	N 67°57'17"	60.80'
L6	S 77°51'42" E	45.13'
L7	S 70°29'55" E	351.07'
L8	N 81°12'43" E	87.32'
L9	S 70°29'55" E	20.00'

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	210.63'	230.34'	47°35'42"	110.20'	204.74'	S 3°12'40" E
C2	205.51'	730.00'	36°15'14"	106.03'	202.34'	S 8°22'54" E
C3	38.13'	470.00'	4°38'57"	19.07'	38.12'	S 47°01'14" W
C4	509.05'	2870.00'	10°10'32"	255.09'	508.41'	S 67°54'27" W
C5	471.24'	300.00'	90°00'00"	300.00'	424.26'	N 67°57'12" E
C6	24.83'	270.00'	5°16'13"	12.42'	24.82'	N 23°21'14" E
C7	47.42'	30.00'	90°32'57"	30.15'	42.62'	N 46°46'44" E
C8	10.34'	2.00'	296°15'14"	2.00'	100.00'	N 0°00'46" W
C9	154.48'	730.00'	12°07'15"	154.48'	154.20'	N 76°25'47" W

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
8211 NW 30th Place, Gainesville, Florida, 32606
Phone: (352) 331-1976 • Fax: (352) 331-2476 • www.chw-inc.com
LB-0079

PREPARED FOR: ROLLING MEADOWS INVESTMENTS, LLC ALACHUA COUNTY FOREVER

SURVEY DATE: 8-20-2012
REVISION DATE:
PROJECT NUMBER: 10-0322.01

This map prepared by AARON M. HICKMAN, Professional Surveyor & Mapper No. 6791

Certificate of Authorization No. LB 3079

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/20/12

SHEET NO.: 1 OF 2

EXHIBIT "B"
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared Avery C. Roberts, as Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company ("Seller"), who being by me first duly sworn, deposes and states:

1. That Rolling Meadows Investments, LLC, a Florida limited liability company, hereinafter referred to as the "Seller," is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Property")

2. That the Seller is this day ("Closing Date") conveying the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser."

3. For purposes of this Affidavit, the term "Environmental Laws" shall mean any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release, or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit, the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Laws.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to Paragraphs 4.A and 4.B of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal, or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages, or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried, or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied, or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice has been issued by any federal, state, or local environmental agency alleging that conditions on the Property are in violation of any Environmental Laws.

(vi) Seller is not subject to any judgment, decree, order, or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

_____(SEAL)
Avery C. Roberts, Managing Member

_____(SEAL)

SWORN TO and subscribed before me
this _____ day of _____, 2010,
by Avery C. Roberts, as Managing Member of
Rolling Meadows Investments, LLC, who
is personally known to me or who has
produced a driver's license as
identification and who did take an oath.

_____
Notary Public

_____
(Printed, Typed or Stamped Name of
Notary)

Commission No.:_____

My commission expires: _____

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared Avery C. Roberts ("affiant"), this 23rd day of December, 2010, who, first being duly sworn, deposes and says:

1) That affiant is a Managing Member of Rolling Meadows Investments, LLC, as "Seller," whose address is P.O. Box 238, Lake Butler, Florida 32054, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, *Florida Statutes*, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), *Florida Statutes*) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

Name	Address	Interest
Avery C. Roberts	P.O. Box 233, Lake Butler, FL 32054	25.00%
Jax Investors II, LLC	6006 Bowdendale Avenue, Jacksonville, FL 32216	25.00%
Gary A. Miller, as Trustee of the Gary A. Miller Declaration of Living Trust under agreement dated April 23, 1990	6891 Old Church Road, Fleming Island, FL 32003	17.8571%
A.J. Johns	3225 Anniston Road, Jacksonville, FL 32246	11.9048%
Lawrence R. Towers	3832-10 Baymeadows Rd, Box 353, Jacksonville, FL 32217	6.5476%
Richard A. Miller	6701 Beach Blvd., Ste. 100, Jacksonville, FL 32216	5.9524%
First Coast A&A Enterprises, Inc.	5020 Ortega Forest Drive, Jacksonville, FL 32210	4.1667%
Frank E. Miller	245 Riverside Avenue, Ste. 400, Jacksonville, FL 32202	3.5714%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees, or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name	Address	Reason for Payment	Amount
Farm Credit of North Florida, ACA		Partial Release of Mortgage	TBD

Theriaque & Spain	Attorney Fees	TBD
Causseaux, Hewett & Walpole	Surveying & Engineering Fees	TBD
Swift Creek Realty & Investment Corporation	Real Estate Commission	TBD

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five (5) years prior to the conveyance of title to Alachua County: **(if non-applicable, please indicate "None" or "Non-Applicable")**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
Farm Credit of North Florida, ACA	2/2008	Refi / Payoff Wachovia	$5,000,000.00
Wachovia Bank	4/2006	Loan / Purchase Property	$3,753,750.00
Pinkoson Trust (Seller) / Rolling Meadows Investments (Buyer)	4/2006	Sale & Purchase of Property	$6,201,240.00

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), *Florida Statutes*.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Avery C. Roberts

STATE OF Florida)
COUNTYOF Union)

SWORN TO and subscribed before me this 23rd day of ~~October~~ December 2010, by Avery C. Roberts, as a Managing Member of Rolling Meadows Investments, LLC. Such person(s) (Notary Public must check applicable box):

[✓] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

CHRISTINA M. SUGGS
MY COMMISSION # EE 034307
EXPIRES: November 2, 2014
Bonded Thru Notary Public Underwriters

Christina M. Suggs

EXHIBIT "C"
DRAINAGE EASEMENT

This instrument prepared by:

EASEMENT FOR DRAINAGE

THIS EASEMENT FOR DRAINAGE ("Easement") is made on _____ 2010, by and between ALACHUA COUNTY, a charter county and a political subdivision of the State of Florida, whose mailing address is P.O. Box 2877, Gainesville, Florida 32602 ("Grantor" or "Alachua County"), and ROLLING MEADOWS INVESTMENTS, LLC, a Florida limited liability company, whose mailing address is P.O. Box 238, Lake Butler, Florida 32054 ("Grantee" or "Rolling Meadows").

RECITALS:

WHEREAS, on _____, 2010, Rolling Meadows sold and conveyed a certain parcel of real property to Alachua County as more particularly described in Exhibit "A" attached hereto ("County Property"); and

WHEREAS, Rolling Meadows has retained ownership of a parcel of real property that lies north of and contiguous to the parcel sold to Alachua County as more particularly described in Exhibit "B" attached hereto ("Rolling Meadows Property"); and

WHEREAS, Rolling Meadows' intention is to develop the Rolling Meadows Property consistent with the Planned Development-Residential zoning approved for the property on August 9, 2010, by City of Alachua Ordinance 10-18; and

WHEREAS, Alachua County has agreed to grant a drainage easement to Rolling Meadows over and across a portion of the County Property under the terms and conditions set forth herein.

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant to Grantee and Grantee's heirs, successors, and assigns, a perpetual easement for storm water in accordance with the terms and conditions set forth herein.

1. RECITALS. Grantor and Grantee agree that the above-referenced recitals are true and correct and incorporate same herein by reference for all purposes.

2. GRANT OF EASEMENT. Subject to the limitations contained herein, Grantor hereby grants to Grantee for the benefit of the Rolling Meadows Property a perpetual storm water drainage easement over, under, across, and upon that portion of the County Property more particularly described in Exhibit "D" attached hereto ("Easement Property"). Notwithstanding

anything contained herein to the contrary, Grantee agrees to make no alterations to the topography, land cover, land use or other man-made changes to the Rolling Meadows Property which shall result in peak flows and runoff volumes from the Rolling Meadows Property into the Easement Property that deviate from the flow rates and volumes of water from the Rolling Meadows Property to the Easement Property determined to be in existence as of the date hereof per the report prepared by Causseaux, Hewett, & Walpole, Inc. dated _____ attached hereto as Exhibit "C" and incorporated herein by reference (hereafter collectively, the "Current Discharge Rates and Volumes") unless such alteration is determined by County, in its sole discretion, to enhance the conservation value of the Easement Property. As provided herein, Grantee shall have the right to drain surface water from the Rolling Meadows Property over, under, across, and upon the Easement Property at Current Discharge Rates and Volumes and to continue such discharge at Current Discharge Rates and Volumes after such time as any development occurs on the Rolling Meadows Property.

3. BINDING EFFECT. This Easement is perpetual and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, grantees, administrators, successors, and assigns, unless and until terminated by the mutual agreement of the then fee simple owners of both the servient and dominant estates by an instrument in writing and recorded in the Official Records of Alachua County, Florida. This Easement is appurtenant to and shall run with the title to the Easement Property.

4. MISCELLANEOUS. Venue for any action arising out of or related to this Easement shall be in Alachua County, Florida, and nowhere else. Each party expressly waives any right to a jury trial in all actions, proceedings, or counterclaims brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Easement.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first written above.

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:
ALACHUA COUNTY

_____
Witness
Print: _____

By: _____

Print: _____

Its: _____

_____
Witness
Print: _____

ACKNOWLEDGEMENT AND
ACCEPTANCE OF DRAINAGE EASEMENT

GRANTEE:

ROLLING MEADOWS INVESTMENTS, LLC

By:_____
JAX INVESTORS, LLC,
By: William T. Pyburn, III
Its: Managing Member
Managing Member

_____
Witness as to Grantee

_____
Witness as to Grantee

Date signed by Grantee: _____

By:_____
Avery C. Roberts, Managing Member

_____
Witness as to Grantee

_____
Witness as to Grantee

Date signed by Grantee: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by Avery C. Roberts, as Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

SEAL

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by William T. Pyburn, III, as Managing Member of Jax Investors, LLC, a Florida limited liability company, Managing Member of Rolling Meadows Investments, LLC, a Florida limited liability company. He is personally known to me.

(NOTARY PUBLIC)

SEAL

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

EXHIBIT "A"

INSERT LEGAL DESCRIPTION OF COUNTY PROPERTY

EXHIBIT A - PAGE ONE

Focused on Excellence
Delivered with Integrity

LEGAL DESCRIPTION

Date: August 31, 2010
Job No. 10-0322
Client: Rolling Meadows Investments, LLC

PHASE 2 – VILLAGES OF SAN FELASCO

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 29, THE JOHN SANCHEZ GRANT, THE J. S. SANCHEZ GRANT, AND THE FERNANDEZ GRANT, IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 29; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY) BEING THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 THE FOLLOWING TEN COURSES: (1) THENCE S.00°17'46"E., A DISTANCE OF 1302.45 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (2) THENCE S.87°27'03"W., A DISTANCE OF 1251.81 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (3) THENCE S.33°14'37"W., A DISTANCE OF 770.19 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE POINT OF BEGINNING; (4) THENCE CONTINUE S.33°14'37"W., A DISTANCE OF 706.93 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (5) THENCE N.71°38'11"W., A DISTANCE OF 92.77 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (6) THENCE S.05°48'37"W., A DISTANCE OF 1405.18 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (7) THENCE N.82°37'07"W., ALONG THE NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 858 OF SAID PUBLIC RECORDS, A DISTANCE OF 1949.56 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LS 2047; (8) THENCE S.85°33'10"W., ALONG SAID NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT", A DISTANCE OF 924.02 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LB2389; (9) THENCE N.00°04'22"E., ALONG THE EASTERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1993, PAGE 352 OF SAID PUBLIC RECORDS, A DISTANCE OF 2984.20 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (10) THENCE N.36°53'42"E., ALONG SAID EASTERLY BOUNDARY AND ALONG THE EASTERLY LINE OF A 50 FOOT WIDE CITY OF GAINESVILLE ELECTRIC DISTRIBUTION & TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2017, PAGE 1854 OF SAID PUBLIC RECORDS, A DISTANCE OF 847.72 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075;

EXHIBIT A - PAGE TWO

THENCE DEPARTING SAID EASTERLY LINES, S.57°33'47"E., A DISTANCE OF 3506.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 208.15 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF ROLLING MEADOWS PROPERTY

Focused on Excellence
Delivered with Integrity

LEGAL DESCRIPTION

Date: October 27, 2010
Job No. 10-0322.03
Client: Rolling Meadows Investments, LLC

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 29, FRACTIONAL SECTION 20, AND THE FERNANDEZ GRANT, IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 29; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY), SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS AND THE **POINT OF BEGINNING**; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138, THE FOLLOWING THREE (3) COURSES: (1) THENCE S.00°17'46"E., A DISTANCE OF 1302.45 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (2) THENCE S.87°27'03"W., A DISTANCE OF 1251.81 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (3) THENCE S.33°14'37"W., A DISTANCE OF 770.19 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075; THENCE DEPARTING SAID BOUNDARY NORTH 57°33'47" WEST, A DISTANCE OF 3506.90 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 SITUATED ON THE WESTERLY BOUNDARY LINE OF SAID LANDS; THENCE THE FOLLOWING TWENTY (20) COURSES ALONG THE BOUNDARY OF SAID LANDS; (1) THENCE NORTH 36°53'42" EAST, A DISTANCE OF 829.15 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075; (2) THENCE SOUTH 67°02'48" EAST, A DISTANCE OF 1827.88 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET; (3) THENCE NORTHEASTERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 07°49'44", AN ARC DISTANCE OF 75.15 FEET (CHORD BEARING AND DISTANCE OF NORTH 49°38'25" EAST, 75.09 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE END OF SAID CURVE; (4) THENCE RUN NORTH 53°33'17" EAST, A DISTANCE OF 377.69 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075; (5) THENCE NORTH 22°57'12" EAST, A DISTANCE OF 607.82 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441; (6) THENCE SOUTH 67°02'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 244.88 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075; (7) THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 22°57'12" WEST, A DISTANCE OF 102.95 FEET TO A CONCRETE

MONUMENT AND CAP STAMPED PRM LB5075 AT THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1050.00 FEET; (8) THENCE RUN SOUTHWESTERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 30°36'05", AN ARC DISTANCE OF 560.80 FEET (CHORD BEARING AND DISTANCE OF SOUTH 38°15'15" WEST, 554.16 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE END OF SAID CURVE; (9) THENCE SOUTH 53°33'17" WEST, A DISTANCE OF 402.39 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 450.00 FEET; (10) THENCE SOUTHWESTERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 2°21'59", AN ARC DISTANCE OF 18.59 FEET (CHORD BEARING AND DISTANCE OF SOUTH 52°22'18" WEST, 18.58 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE END OF SAID CURVE; (11) THENCE SOUTH 67°02'48" EAST, PARALLEL WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 460.95 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075; (12) THENCE SOUTH 70°29'55" EAST, A DISTANCE OF 1510.41 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075; (13) THENCE SOUTH 78°29'06" EAST, A DISTANCE OF 361.26 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 270.00 FEET; (14) THENCE NORTHERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 5°13'37", AN ARC DISTANCE OF 24.63 FEET (CHORD BEARING AND DISTANCE OF NORTH 02°37'34" EAST, 24.62 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE END OF SAID CURVE; (15) THENCE NORTH 00°00'46" EAST, A DISTANCE OF 453.91 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE BEGINNING OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 330.00 FEET; (16) THENCE NORTHERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 08°13'57", AN ARC DISTANCE OF 47.42 FEET (CHORD BEARING AND DISTANCE OF NORTH 04°07'44" EAST, 47.38 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE END OF SAID CURVE; (17) THENCE NORTH 08°14'43" EAST, A DISTANCE OF 83.52 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE BEGINNING OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 270.00 FEET; (18) THENCE RUN NORTHERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 36°15'14", AN ARC DISTANCE OF 170.84 FEET (CHORD BEARING AND DISTANCE OF NORTH 09°52'54" WEST, 168.01 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 AT THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 350.14 FEET; (19) THENCE NORTHERLY, WITH SAID CURVE, THROUGH AN ARC ANGLE OF 42°01'15", AN ARC DISTANCE OF 256.79 FEET (CHORD BEARING AND DISTANCE OF NORTH 06°59'54" WEST, 251.07 FEET RESPECTIVELY) TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE AFOREMENTIONED SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441; (20) THENCE SOUTH 73°55'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 191.04 FEET TO THE POINT OF BEGINNING.

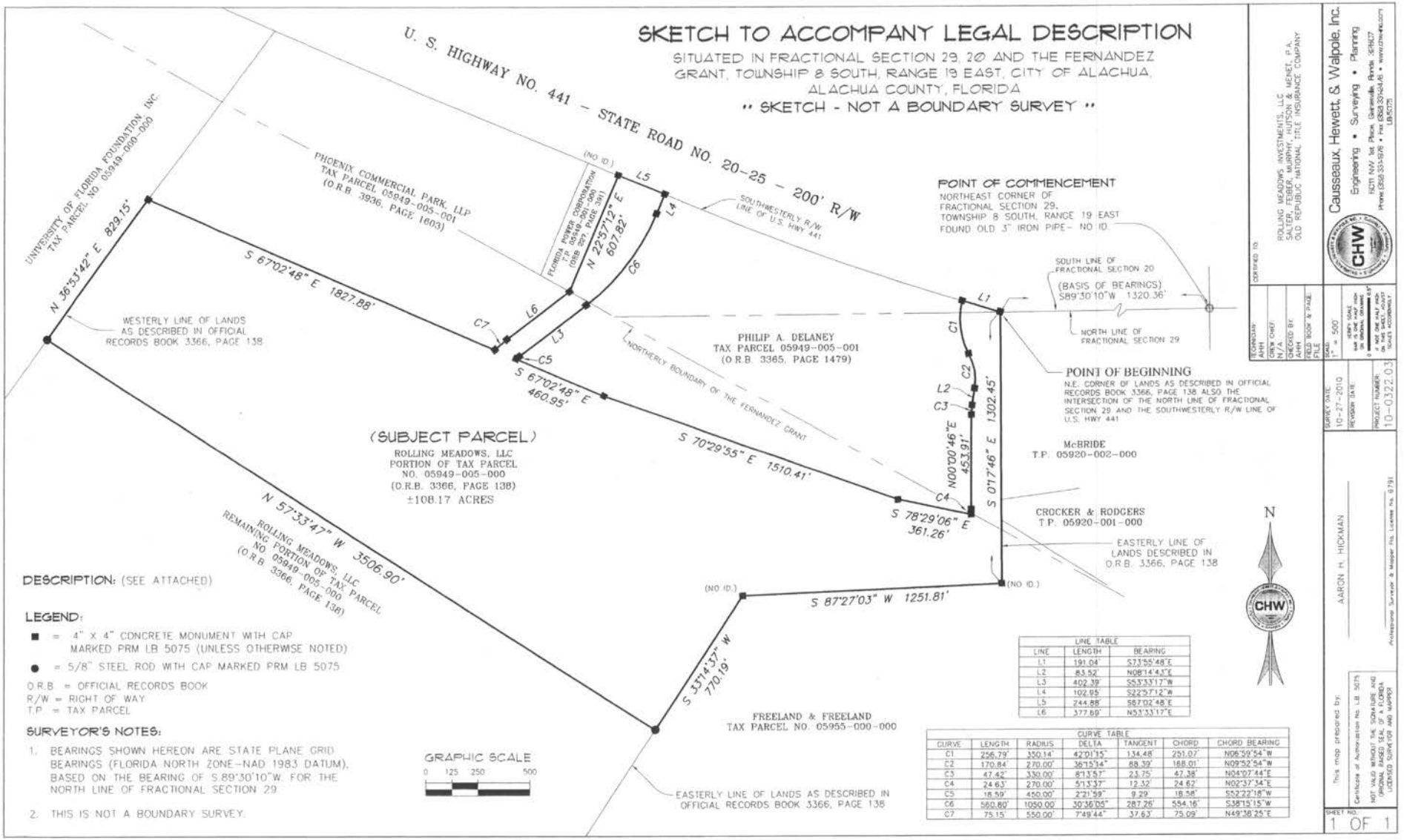
THE ABOVE DESCRIBED PARCEL CONTAINS 108.17 ACRES, MORE OR LESS.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN FRACTIONAL SECTION 29, 20 AND THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

" SKETCH - NOT A BOUNDARY SURVEY "



DESCRIPTION: (SEE ATTACHED)

LEGEND:

- ■ = 4" X 4" CONCRETE MONUMENT WITH CAP MARKED PRM LB 5075 (UNLESS OTHERWISE NOTED)
- ● = 5/8" STEEL ROD WITH CAP MARKED PRM LB 5075

O.R.B. = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY
T.P. = TAX PARCEL

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE GRID BEARINGS (FLORIDA NORTH ZONE-NAD 1983 DATUM), BASED ON THE BEARING OF S.89°30'10"W. FOR THE NORTH LINE OF FRACTIONAL SECTION 29
2. THIS IS NOT A BOUNDARY SURVEY.

LINE TABLE		
LINE	LENGTH	BEARING
L1	191.04'	S73°55'48"E
L2	83.52'	N08°14'43"E
L3	402.39'	S53°33'17"W
L4	102.95'	S22°57'12"W
L5	244.88'	S67°02'48"E
L6	377.69'	N53°33'17"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	256.79'	350.14'	42°01'15"	134.48'	251.07'	N06°59'54"W
C2	170.84'	270.00'	36°15'34"	88.39'	168.01'	N09°52'54"W
C3	47.42'	330.00'	8°13'57"	23.75'	47.38'	N04°07'44"E
C4	24.63'	270.00'	5°13'37"	12.32'	24.62'	N02°37'34"E
C5	18.59'	450.00'	2°21'59"	9.29'	18.58'	S52°22'18"W
C6	560.80'	1050.00'	30°36'05"	287.26'	554.16'	S38°15'15"W
C7	75.15'	550.00'	7°49'44"	37.63'	75.09'	N49°38'25"E

CERTIFIED TO: ROLLING MEADOWS INVESTMENTS, LLC SALTER, FEIBER, MURPHY, HUTSON & MEHET, P.A. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

DRAWN BY:	AHH
CREW CHIEF:	N/A
CHECKED BY:	AHH
FIELD BOOK & PAGE:	FILE
SCALE:	1" = 500'
SURVEY DATE:	10-27-2010
REVISION DATE:	
PROJECT NUMBER:	10-032.03

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
607 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 332-6456 • www.chw-inc.com
LB#5075

This map prepared by: AARON H. HICKMAN
Professional Surveyor & Mapper No. License No. 6791
Certificate of Authorization No. LB 5075
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 1

EXHIBIT "C"

INSERT CURRENT DISCHARGE RATES AND VOLUMES

EXHIBIT "D"
INSERT LEGAL DESCRIPTION AND DRAWING FOR EASEMENT PROPERTY

EXHIBIT D

Focused on Excellence
Delivered with Integrity

LEGAL DESCRIPTION

Date: October 19, 2010
Job No. 10-0322.02
Client: Rolling Meadows Investments, LLC

A TRACT OF LAND SITUATED IN THE FERNANDEZ GRANT, IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF FRACTIONAL SECTION 29, TOWNSHIP 8 SOUTH, RANGE 19 EAST OF SAID COUNTY; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY), SAID CONCRETE MONUMENT BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138, THE FOLLOWING THREE COURSES: (1) THENCE S.00°17'46"E., A DISTANCE OF 1302.45 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (2) THENCE S.87°27'03"W., A DISTANCE OF 1251.81 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (3) THENCE S.33°14'37"W., A DISTANCE OF 770.19 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 33°14'37" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 504.98 FEET TO THE INTERSECTION WITH THE CENTERLINE OF CELLON CREEK, SAID INTERSECTION HEREINAFTER REFERRED TO AS POINT "A"; THENCE WESTERLY ALONG SAID CENTERLINE OF CELLON CREEK TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138, SAID INTERSECTION HEREINAFTER REFERRED TO AS POINT "B", SAID POINT "B" BEING LOCATED AT A BEARING AND DISTANCE OF NORTH 62°00'41" WEST, 3571.51 FEET FROM THE AFOREMENTIONED POINT "A"; THENCE NORTH 36°53'42" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 784.32 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075; THENCE SOUTH 57°33'47" EAST, A DISTANCE OF 3506.90 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED LAND CONTAINS 55 ACRES MORE OR LESS.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF

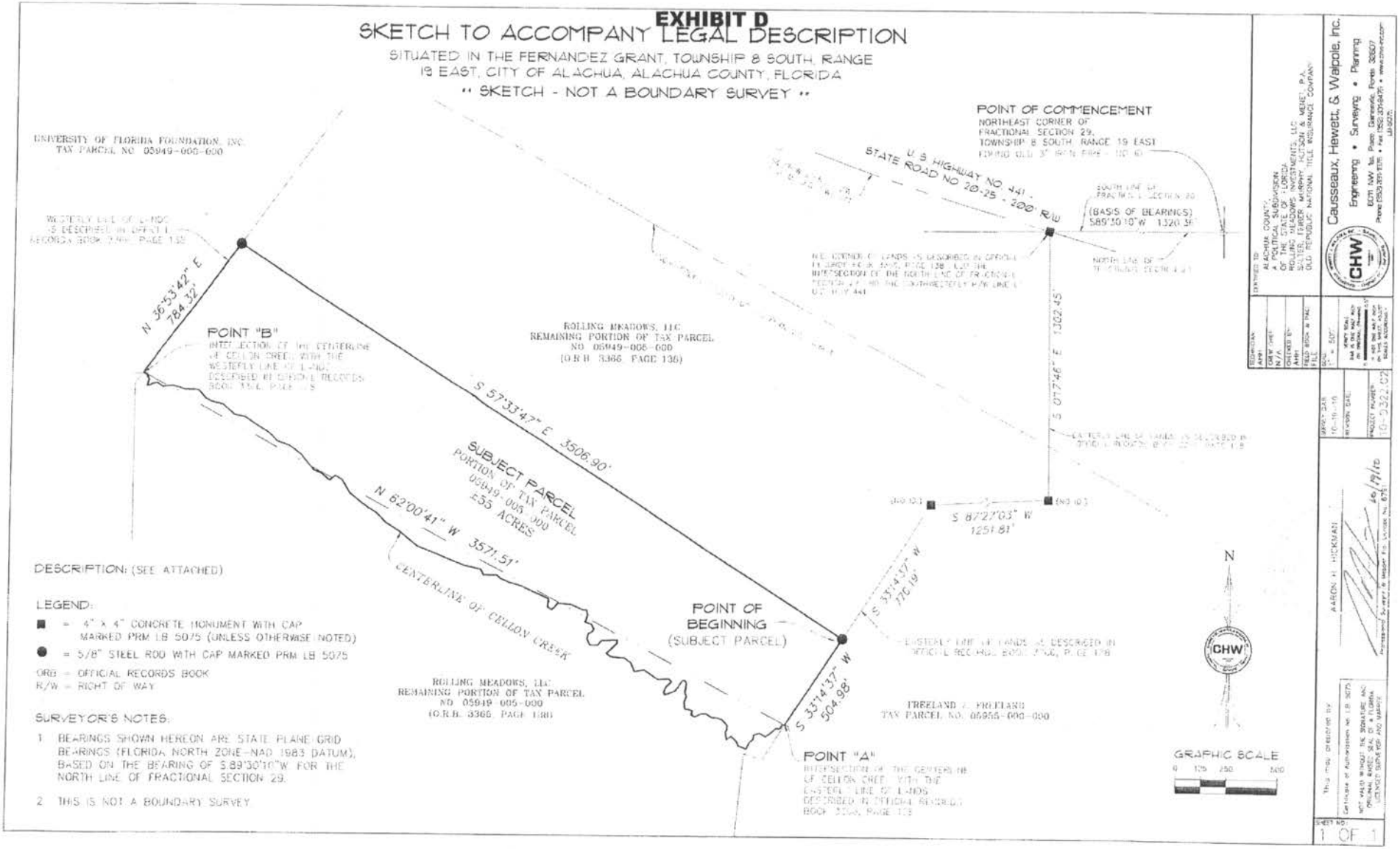
6011 NW 1st Place, Gainesville, Florida 32607 • Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com

EXHIBIT D

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN THE FERNANDEZ GRANT, TOWNSHIP 8 SOUTH, RANGE 19 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA

" SKETCH - NOT A BOUNDARY SURVEY "



DESCRIPTION: (SEE ATTACHED)

LEGEND:

- ■ = 4" X 4" CONCRETE MONUMENT WITH CAP MARKED PRM LB 5075 (UNLESS OTHERWISE NOTED)
- ● = 5/8" STEEL ROD WITH CAP MARKED PRM LB 5075

ORB = OFFICIAL RECORDS BOOK
R/W = RIGHT OF WAY

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE GRID BEARINGS (FLORIDA NORTH ZONE–NAD 1983 DATUM), BASED ON THE BEARING OF S.89°30'10"W. FOR THE NORTH LINE OF FRACTIONAL SECTION 29.
2. THIS IS NOT A BOUNDARY SURVEY.

CERTIFIED TO:
ALACHUA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ROLLING MEADOWS INVESTMENTS, LLC
SCHROEDER-MANATEE-MURPHY-HUTSON & WEIKEL, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chwinc.com
LB 5075

SURVEY DATE: 10-16-19
REVISION DATE:
PROJECT NUMBER: 19-332.02

AARON H. HICKMAN
Certificate of Authorization No. LB 5075
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
10/29/19

SHEET NO.: 1 OF 1

Amendment One to
Lease Agreement
Between
Alachua County
And
Division of Recreation and Parks

This amendment to lease agreement ("Amendment") is made and entered into this _____day of _____, 2011, by and between **ALACHUA COUNTY**, a political subdivision of the State of Florida, as "**Lessor**," and the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS**, as "**Lessee**," authorizing Lessee to manage a certain parcel as part of San Felasco Hammock Preserve State Park.

WITHESSETH THAT:

WHEREAS, Lessor and **Lessee** entered into a lease agreement ("Lease Agreement") on February 10, 2010, for Lessor-owned 63.806-acre property being managed by Lessee as part of San Felasco Hammock Preserve State Park, and

WHEREAS, Lessor owns a 208-acre property known as "Rolling Meadows" located adjacent to San Felasco Hammock Preserve State Park, and

WHEREAS, Lessor is desirous to lease Rolling Meadows to Lessee to manage as part of San Felasco Hammock Preserve State Park, and

WHEREAS, Lessee is willing to manage Rolling Meadows as part of San Felasco Hammock preserve State Park.

NOW THEREFORE, Lessor and **Lessee**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The legal description of the Leased Premises set forth in Exhibit "A" of the

Lease Agreement is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.

2. It is understood and agreed by **Lessor** and **Lessee** that in each and every respect the terms of the Lease Agreement, except as amended hereby, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by **Lessor** and **Lessee** as of the date of execution of this Amendment.

3. It is understood and agreed by **Lessor** and **Lessee** that this Amendment is hereby binding upon **Lessor** and **Lessee** and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

"Lessor"

ALACHUA COUNTY, FLORIDA
By its BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

_____
Witness

_____
Print/Type Witness Name

_____
Witness

_____
Print/Type Witness Name

(OFFICIAL SEAL)
ATTEST:

_____
J.K. Irby, Clerk

Approved for Form

_____
County Attorney

"Lessee"

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS

By: _____ (SEAL)
Albert G. Gregory, Chief
Office of Park Planning

_____
Witness

_____
Print/Type Witness Name

_____
Witness

_____
Print/Type Witness Name

State of Florida
County of Leon

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Albert Gregory as Chief, Office of Park Planning, on behalf of the Division of Recreation and Parks, State of Florida Department of Environmental Protection. He is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved for Form and Legality

_____
DEP Attorney

Exhibit "A"

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 29, THE JOHN SANCHEZ GRANT, THE J. S. SANCHEZ GRANT, AND THE FERNANDEZ GRANT, IN TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 29; THENCE S.89°30'10"W. (STATE PLANE GRID BEARINGS - FLORIDA NORTH ZONE NAD 1983 DATUM), ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 29, A DISTANCE OF 1320.36 FEET TO A CONCRETE MONUMENT AND CAP STAMPED PRM LB5075 ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 441 (A 200 FOOT WIDE RIGHT OF WAY) BEING THE NORTHEAST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT OF WAY LINE, ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3366, PAGE 138 THE FOLLOWING TEN COURSES: (1) THENCE S.00°17'46"E., A DISTANCE OF 1302.45 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (2) THENCE S.87°27'03"W., A DISTANCE OF 1251.81 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (3) THENCE S.33°14'37"W., A DISTANCE OF 770.19 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075 MARKING THE POINT OF BEGINNING; (4) THENCE CONTINUE S.33°14'37"W., A DISTANCE OF 706.93 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (5) THENCE N.71°38'11"W., A DISTANCE OF 92.77 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (6) THENCE S.05°48'37"W., A DISTANCE OF 1405.18 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (7) THENCE N.82°37'07"W., ALONG THE NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 908, PAGE 858 OF SAID PUBLIC RECORDS, A DISTANCE OF 1949.56 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LS 2047; (8) THENCE S.85°33'10"W., ALONG SAID NORTHERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT", A DISTANCE OF 924.02 FEET TO A CONCRETE MONUMENT AND CAP STAMPED LB2389; (9) THENCE N.00°04'22"E., ALONG THE EASTERLY BOUNDARY OF THE "SAN FELASCO HAMMOCK TRACT" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1993, PAGE 352 OF SAID PUBLIC RECORDS, A DISTANCE OF 2984.20 FEET TO AN UNIDENTIFIED CONCRETE MONUMENT; (10) THENCE N.36°53'42"E., ALONG SAID EASTERLY BOUNDARY AND ALONG THE EASTERLY LINE OF A 50 FOOT WIDE CITY OF GAINESVILLE ELECTRIC DISTRIBUTION & TRANSMISSION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2017, PAGE 1854 OF SAID PUBLIC RECORDS, A DISTANCE OF 847.72 FEET TO A 5/8" STEEL ROD AND CAP STAMPED PRM LB 5075; THENCE DEPARTING SAID EASTERLY LINES, S.57°33'47"E., A DISTANCE OF 3506.90 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND CONTAINS 208.15 ACRES MORE OR LESS.

Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Land Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
San Felasco Hammock - Rolling Meadows	208.00	2,329,600	6,500	-	150	$ 6,650

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
San Felasco Hammock - Rolling Meadows	8,399	6,818	2,983	1,000	$ 19,200	**$ 2,355,450**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	Total Costs for initial 10 years
San Felasco Hammock - Rolling Meadows	208	$ -	$ 550	$ 2.64	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship prospectus.

San Felasco Hammock Rolling Meadows	**208 acres**
Coordination with State Parks	$550 per year

It is anticipated that the Rolling Meadows property will be managed by Division of State Parks as part of the San Felasco Hammock Preserve State Park under a lease with the State and as such will not require County funds for resource management.

City of Alachua

TRACI L. CAIN
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN, AICP

September 1, 2010

Avery C. Roberts
Rolling Meadows Investments, LLC
PO Box 238
Lake Butler, FL 32054

RE: Planned Development Agreement for Villages of San Felasco Project

Dear Mr. Roberts:

Please find enclosed a copy of the executed "Planned Development Agreement for Villages of San Felasco Project."

If you have any questions regarding this approval, please feel free to contact me at (386) 418-6100 x 107.

Sincerely,

Justin Tabor
Planner

Enclosure: Executed Copy of "Planned Development Agreement for Villages of San Felasco Project"

cc:
With Enclosure: Theriaque & Spain
Causseaux, Hewett & Walpole, Inc.
Without Enclosure: Marian B. Rush, City Attorney
Kathy Winburn, AICP, Planning & Community Development Director
File

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2596432 33 PG(S)
August 27, 2010 02:45:45 PM
Book 3978 Page 628
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

PLANNED DEVELOPMENT AGREEMENT FOR VILLAGES OF SAN FELASCO PROJECT

THIS PLANNED DEVELOPMENT AGREEMENT ("PD Agreement") is made as of August 9, 2010, by and between the **CITY OF ALACHUA, FLORIDA** ("City"), a political subdivision of the State of Florida, and **ROLLING MEADOWS INVESTMENTS, LLC** ("Developer"), a Florida limited liability company, its successors or assigns.

RECITALS

WHEREAS, the Developer desires to obtain approval for a **Planned Development** ("PD") in the City known as **Villages of San Felasco** ("Project"), which is proposed to consist of 316.32 acres;

WHEREAS, the legal description for the Project is attached hereto as Exhibit "A" ("Property"), which is incorporated herein by reference;

WHEREAS, as part of the approval process for the Project, the Developer has filed an application to rezone the Property from Commercial Intensive ("CI"), Light & Warehouse Industrial ("ILW"), and Agriculture ("A") to Planned Development - Residential ("PD-R");

WHEREAS, the Planning & Zoning Board, serving as the Local Planning Agency, recommended approval of the proposed rezoning from Commercial Intensive ("CI"), Light & Warehouse Industrial ("ILW"), and Agriculture ("A") to Planned Development - Residential ("PD-R") at a quasi-judicial public hearing held on July 13, 2010;

WHEREAS, the City Commission held the first of two required quasi-judicial public hearings on July 26, 2010, to consider the proposed rezoning of the Property pursuant to Ordinance Number 10 18;

WHEREAS, the City and the Developer desire to proceed to the second and final reading on the proposed rezoning of the Property pursuant to Ordinance Number 10 18;

WHEREAS, concurrent with the second and final reading of the proposed rezoning for the Property, a PD Agreement and a PD Master Plan are required to be approved; and

WHEREAS, the City and the Developer desire to enter into this PD Agreement in accordance with Section 2.4.3 of the City's Land Development Regulations ("LDRs").

NOW, THEREFORE, in consideration of the foregoing premises, the City and the Developer hereby agree as follows:

1. The Developer shall plan and construct, at the Developer's sole expense, the Project according to the specifications set forth in the City's LDRs; Ordinance Number 10 18, which is attached hereto as Exhibit "B"; and the PD Master Plan documents, which are attached hereto as Exhibit "C." For the purposes of this Agreement, the term "Developer" shall not include a

public or not-for-profit entity that purchases a portion of the Property for conservation purposes, so long as the property is used solely for conservation purposes.

2. A **Final PD Plan** for any part or section of the plan for development shown in the PD Master Plan (known as a **Major Subdivision Preliminary** Plat for single-family residential development and a Site Plan for commercial and/or multi-family development) must be submitted to the City within one (1) year from the City's approval of this PD Agreement, Ordinance Number 10 18, and the PD Master Plan, for any part or section of the plan for development shown in the PD Master Plan. If the **Final PD Plan** is not submitted within the required one (1) year period, the City, in its sole discretion, shall have the right, but not the obligation, to conduct any hearings necessary to rezone the lands included within the PD-R zoning back to its original zoning district classifications. For purposes of this PD Agreement, that zoning shall be Agriculture ("A"), Commercial Intensive ("CI"), and Light & Warehouse Industrial ("ILW").

3. The Developer shall construct the Project in accordance with its approved PD Master Plan. Deviations from the PD Master Plan that constitute substantial changes as described in Section 2.4.3 of the City's LDRs must be approved in advance by the City. Failure of the Developer to comply with this provision shall be deemed to constitute a default of this PD Agreement.

4. The approval and execution of this PD Agreement does not guarantee the approval of either a Final Plat (for single-family residential development) or a Site Plan (for commercial and/or multi-family residential development) for future phases of the Project for the Developer or its successors or assigns.

5. Nothing contained in this PD Agreement shall relieve the Developer, or its successors, assigns, or anyone acting on the Developer's behalf, from obtaining all local, regional, state, or federal permits or complying with any applicable ordinance, law, rule, or regulation necessary for the development of the Project. In the event that the Developer, and its contractors, subcontractors, or anyone for whose acts the Developer or its contractors or subcontractors may be liable or responsible, fails to comply with any applicable ordinance, law, rule, or regulation and such failure tends to or does pose an imminent threat or danger to life or of great bodily injury to any person, the City, through its City Manager or designee, shall have the right to stop work at the Property until appropriate corrective measures are taken, in addition to any other remedies available to the City.

6. The Developer shall indemnify and hold harmless the City, and its officers, agents, employees, or anyone acting directly or indirectly on behalf of the City, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from a loss in the performance of work, down time of equipment, or any claim that may arise

from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by a negligent or wrongful act or omission on the part of the Developer, and its contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Developer for whose acts the Developer, or its contractors or subcontractors, may be liable or responsible. The Developer further agrees that the Developer shall not insulate itself from liability or responsibility to the City for a default in or failure to perform any of the terms of this PD Agreement, or from responsibility under the indemnification clause contained herein by employment of independent contractors or subcontractors or other entities. The Developer shall remain liable to the City notwithstanding any attempt by the Developer to pass any responsibility stated herein to its contractor, subcontractor, or other agent or employee at all times during the existence of this PD Agreement.

7. The Developer shall pay all costs for the recording of this PD Agreement, the PD Master Plan, and Ordinance Number 10 18.

8. The City may, in its sole discretion, withhold any and all inspections, permits, certificates, or approvals for the Project if such action is deemed necessary by the City to secure the Developer's compliance with the terms of this PD Agreement, including all documents attached hereto and incorporated herein by reference.

9. Except as otherwise provided in this PD Agreement, any notice, request, or approval, from either party to the other party must be in writing and sent by certified mail, return receipt requested; overnight delivery with proof of delivery; or by personal delivery. Such notice shall be deemed to have been received when either deposited in the United States Postal Service mailbox, delivered by the United States Postal Service, delivered to the courier, or personally delivered with a signed proof of delivery. For purposes of notice, the parties and their respective representatives and addresses are:

City: City of Alachua
Attn: Department of Planning & Community Development
P.O. Box 9
Alachua, Florida 32616

Developer: Rolling Meadows Investments, LLC
P.O. Box 238
Lake Butler, Florida 32054

10. The City and the Developer each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this PD Agreement.

11. If any provision of this PD Agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

12. The failure of any party to exercise any right in this PD Agreement shall not constitute a waiver of such right in the event of any future default or noncompliance.

13. This PD Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

14. The City and the Developer may amend this PD Agreement only by mutual written agreement of the parties and with prior approval of the City Commission as may be necessary.

15. This PD Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this PD Agreement.

16. This PD Agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

Denise C. Howard

Christina M. Suggs

State of Florida
County of Alachua

DEVELOPER:
Rolling Meadows Investments, LLC

By: _____
Avery C. Roberts, Managing Member
of Rolling Meadows Investments, LLC

The foregoing instrument was acknowledged before me this 20th day of August 2010, by Avery C. Roberts, who is personally known to me or who has produced _____ as identification, and who took an oath.

Notary Public, State of Florida at large
Commission No.: DD642703
Commission Expiration: 3/16/2011

(SEAL)

DENISE C. HOWARD
MY COMMISSION # DD 642703
EXPIRES: March 16, 2011
Bonded Thru Notary Public Underwriters

Attest:

CITY OF ALACHUA

Traci Cain
City Manager

By: _____
Gib Coerper, Mayor

Approved as to Form:

Marian B. Rush, City Attorney

State of Florida
County of Alachua

The foregoing instrument was acknowledged before me this 24th day of August 2010, by Gib Coerper, who is personally known to me or who has produced _____ as identification, and who took an oath.

_____
Notary Public, State of Florida at large
Commission No.:
Commission Expiration:

(SEAL)

JOYE ELLEN EMERSON
MY COMMISSION # DD 984374
EXPIRES: August 22, 2014
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

TO

PLANNED DEVELOPMENT AGREEMENT
FOR VILLAGES OF SAN FELASCO PROJECT

April 13, 2006
Project No. 06-0292
316.32 ACRE TRACT

LEGAL DESCRIPTION

A tract of land situated in Fractional Sections 20 and 29, and the John Sanchez Grant, and the J. S. Grant, and the Fernandez Grant in Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:
Commence at the Northeast corner of said Fractional Section 29 and run thence S.89°30'10"W. (State Plane Grid Bearings- Florida North Zone- 1983 datum), along the North line of said Fractional Section 29, a distance of 1320.36 feet to a concrete monument and cap stamped PRM LB5075 on the Southwesterly right of way line of U. S. Highway No. 441 (State Road Nos. 20 & 25) and the POINT OF BEGINNING; thence, leaving said right of way line, run Southerly, Westerly, Southwesterly, Westerly and Southerly, along the Easterly boundary of the "Pinkoson Tract", as described in Official Records Book 1523, page 895 of the Public Records of Alachua County, Florida, the following five courses: (1) thence S.00°17'46"E., a distance of 1302.45 feet to an unidentified concrete monument; (2) thence S.87°27'03"W., a distance of 1251.81 feet to an unidentified concrete monument; (3) thence S.33°14'37"W., a distance of 1477.12 feet to an unidentified concrete monument; (4) thence N.71°38'11"W., a distance of 92.77 feet to an unidentified concrete monument; (5) thence S.05°48'37"W., a distance of 1405.18 feet to an unidentified concrete monument; thence run Westerly, along the Southerly boundary of the "Pinkoson Tract" and along the Northerly boundary of the "San Felasco Hammock Tract" as described in Official Records Book 908, page 858 of said Public Records, the following two courses: (1) thence N.82°37'07"W., a distance of 1949.56 feet to a concrete monument and cap stamped LS 2047; (2) thence S.85°33'10"W., a distance of 924.02 feet to a concrete monument and cap stamped LB2389; thence run Northerly and Northeasterly along the Westerly boundary of said "Pinkoson Tract" and along the Easterly boundary of the "San Felasco Hammock Tract" as described in Official Records Book 1993, page 352 of said Public Records, and along the East line of the City of Gainesville 50 foot wide Electric Distribution & Transmission Easement as described in Official Records Book 2017, page 1854 of said Public Records, the following two courses: (1) thence N.00°04'22"E., a distance of 2984.20 feet to an unidentified concrete monument; (2) thence N.36°53'42"E., a distance of 1676.87 feet to a concrete monument and cap stamped PRM LB5075; thence run S.67°02'48"E., parallel with and 1000 feet (perpendicular measurement) Southerly of the aforementioned Southwesterly right of way line of U. S. Highway No. 441, a distance of 1827.88 feet to a to a concrete monument and cap stamped PRM LB5075 at a non-tangent curve concave Southeasterly and having a radius of 550.00 feet; thence run Northeasterly, with said curve, through an arc angle of 07°49'44", an arc distance of 75.15 feet (chord bearing and distance of N.49°38'25"E., 75.09 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the end of said curve; thence run N.53°33'17"E., a distance of 377.69 feet to a concrete monument and cap stamped PRM LB5075 at the Southeasterly corner of the Florida Power Corporation property as described in Official Records Book 227, page 391, of said Public Records; thence run N.22°57'12"E., along the

East line of said Florida Power Corporation property, a distance of 607.82 feet to an unidentified concrete monument on said Southwesterly right of way line of U. S. Highway No. 441; thence run S.67°02'48"E., along said right of way line, a distance of 244.88 feet to a concrete monument and cap stamped PRM LB5075; thence, leaving said right of way line, run S.22°57'12"W., a distance of 102.95 feet to a concrete monument and cap stamped PRM LB5075 at the beginning of a curve concave Northwesterly, said curve having a radius of 1050 feet; thence run Southwesterly, with said curve, through an arc angle of 30°36'05", an arc distance of 560.80 feet (chord bearing and distance of S.38°15'15"W., 554.16 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the end of said curve; thence run S.53°33'17"W., a distance of 402.39 feet to a concrete monument and cap stamped PRM LB5075 at the beginning of a curve concave Southeasterly, said curve having a radius of 450.00 feet; thence run Southwesterly, with said curve, through an arc angle of 2°21'59", an arc distance of 18.59 feet (chord bearing and distance of S.52°22'18"W., 18.58 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the end of said curve; thence run S.67°02'48"E., parallel with said right of way line, a distance of 460.95 feet to a concrete monument and cap stamped PRM LB5075; thence run S.70°29'55"E., a distance of 1510.41 feet to a concrete monument and cap stamped PRM LB5075; thence run S.78°29'06"E., a distance of 361.26 feet to a concrete monument and cap stamped PRM LB5075 at a non-tangent curve concave Westerly, said curve having a radius of 270.00 feet; thence run Northerly, with said curve, through an arc angle of 5°13'37", an arc distance of 24.63 feet (chord bearing and distance of N.02°37'34"E., 24.62 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the end of said curve; thence run N.00°00'46"E., a distance of 453.91 feet to a concrete monument and cap stamped PRM LB5075 at the beginning of a curve concave Easterly, said curve having a radius of 330.00 feet; thence run Northerly, with said curve, through an arc angle of 08°13'57", an arc distance of 47.42 feet (chord bearing and distance of N.04°07'44"E., 47.38 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the end of said curve; thence run N.08°14'43"E., a distance of 83.52 feet to a concrete monument and cap stamped PRM LB5075 at the beginning of a curve concave Westerly, said curve having a radius of 270.00 feet; thence run Northerly, with said curve, through an arc angle of 36°15'14", an arc distance of 170.84 feet (chord bearing and distance of N.09°52'54"W, 168.01 feet respectively) to a concrete monument and cap stamped PRM LB5075 at the point of reverse curvature of a curve concave Easterly, said curve having a radius of 350.14 feet; thence run Northerly, with said curve, through an arc angle of 42°01'15", an arc distance of 256.79 feet (chord bearing and distance of N.06°59'54"W., 251.07 feet respectively) to a concrete monument and cap stamped PRM LB5075 on the aforementioned Southwesterly right of way line of U. S. Highway No. 441; thence run S.73°55'48"E., along said right of way line, a distance of 191.04 feet to the POINT OF BEGINNING.

EXHIBIT "B"

TO

PLANNED DEVELOPMENT AGREEMENT FOR VILLAGES OF SAN FELASCO PROJECT

City of Alachua

ORDINANCE 10 18

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE OFFICIAL ZONING ATLAS; AMENDING THE OFFICIAL ZONING ATLAS FROM AGRICULTURE ("A"), COMMERCIAL INTENSIVE ("CI"), AND LIGHT & WAREHOUSE INDUSTRIAL ("ILW") TO PLANNED DEVELOPMENT - RESIDENTIAL ("PD-R") ON APPROXIMATELY 316.32 ACRES, LOCATED IN THE 12000 BLOCK OF U.S. HIGHWAY 441, ALACHUA, FLORIDA; TAX PARCEL NUMBER 05949-005-000; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, an application for a rezoning, as described below, to the Official Zoning Atlas has been filed with the City; and

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on July 13, 2010, by the Planning and Zoning Board, sitting as the Local Planning Agency ("LPA"), and the LPA reviewed and considered all comments received during the public hearing concerning the application and made its recommendation to the City Commission; and

WHEREAS, the City Commission held duly advertised public hearings on July 26, 2010, and August 9, 2010, on the proposed amendment and provided for and received public participation; and

WHEREAS, the City Commission has determined and found said application for the amendment to be consistent with the City's Comprehensive Plan and the City's Land Development Regulations ("LDRs"); and

WHEREAS, for reasons set forth in this Ordinance that is hereby adopted and incorporated as findings of fact, the Alachua City Commission finds and declares that the enactment of this amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Official Zoning Atlas Amended

The Official Zoning Atlas is hereby amended from Commercial Intensive ("CI"), Light & Warehouse Industrial ("ILW"), and Agriculture ("A") to Planned Development - Residential ("PD-R") for Tax Parcel No. 05949-005-000 ("Property"), in accordance with the legal description found in Exhibit "A" attached hereto and shall sometimes be referred to herein as the "Project."

Section 2. Findings of Fact and Conclusions of Law

1. The above recitals are true and correct and incorporated herein by reference.
2. The proposed rezoning is in compliance with the City's LDRs.
3. The proposed rezoning will not cause a reduction in the adopted level of service standards for transportation, water, sewer, waste, stormwater, recreation, and public schools.

Section 3. Development Parameters

1. The development shall consist of the following Development Areas: Mixed-Use (A_1); Residential (A_2); Residential (A_3); Residential (A_4); Residential (A_5); Circulation (B); Conservation (C); and Common Area/Open Space (D). The density, allowable uses, permitted intensity, and acreage, where applicable, for each Development Area are as follows:

Development Area	Maximum Density	Allowable Uses	Permitted Intensity	Acreage
Mixed-Use (A_1)	15 du/acre	Multi-Family Residential Townhouse Residential Single-Family Detached Single-Family Attached Community Center Post Office Public Safety Uses	325 Dwelling Units (Residential)	49
	N/A	Business uses per Section 4.1 of the City's LDRs	30,000 square feet (Non-Residential)	
Residential (A_2)	8 du/acre	Multi-Family Residential Townhouse Residential Single-Family Detached Single-Family Attached Community Center Post Office Public Safety Uses	334 Dwelling Units	57
Residential (A_3)	6 du/acre	Single-Family Detached Community Center Post Office Public Safety Uses Resource-Based Recreation (Non-Intensive)	100 Dwelling Units	23
Residential (A_4)	4 du/acre	Single-Family Detached Community Center Post Office Public Safety Uses Resource-Based Recreation (Non-Intensive)	120 Dwelling Units	45
Residential (A_5)	3 du/acre	Single-Family Detached Community Center Post Office Public Safety Uses Resource-Based Recreation (Non-Intensive)	120 Dwelling Units	55

Development Area	Maximum Density	Allowable Uses	Permitted Intensity	Acreage
Circulation (B)	N/A	Parking, Driveways, Bicycle & Pedestrian Pathways, and Supportive Infrastructure Improvements	N/A	24
Conservation (C)	N/A	Resource-Based Recreation (Non-Intensive) Public Utilities Communication Infrastructure	N/A	63
Common Area/Open Spuce (D)	N/A	Resource-Based Recreation (Non-Intensive) Public Utilities Communication Infrastructure Community Center Post Office Public Safety Uses		

2. Minimum Lot Sizes and Dimensions shall be as follows:

Development Area	Minimum Dimensional Standards	Percentage of Total PD
Mixed-Use (A_1)	**Multi-Family & Townhome Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 15 feet Side - 0 feet Rear - 15 feet Building Separation as per Florida Building Code Maximum Building Height - 65 feet Maximum Lot Coverage - 80% **Single-Family Detached/Attached** Minimum Lot Area - 2,500 square feet Minimum Lot Width - 25 feet Setbacks: Front - 5 feet Side - 0 feet	A_1 through A_5 - Maximum of 70%

Development Area	Minimum Dimensional Standards	Percentage of Total PD
	Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 65 feet Maximum Lot Coverage - 100% **Non-Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	
Residential (A_2)	**Multi-Family & Townhome Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 15 feet Side - 0 feet Rear - 15 feet Building Separation as per Florida Building Code Maximum Building Height - 65 feet Maximum Lot Coverage - 60% **Single-Family Attached** Minimum Lot Area - 2,500 square feet Minimum Lot Width - 25 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 10 feet Building Separation as per Florida	

Development Area	Minimum Dimensional Standards	Percentage of Total PD
	Building Code Maximum Building Height - 65 feet Maximum Lot Coverage - 100% **Single-Family Detached** Minimum Lot Area - 2,500 square feet Minimum Lot Width - 25 feet Setbacks: Front - 10 feet Side - 0 feet Rear - 10 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Maximum Lot Coverage - 60%	
Residential (A_2)	**Non-Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	
Residential (A_3)	**Single-Family Detached** Minimum Area - 5,000 square feet Minimum Width - 50 feet Setbacks: Front - 15 feet Side - 5 feet Rear - 10 feet Maximum Building Height - 45 feet Maximum Lot Coverage - 55%	

Development Area	Minimum Dimensional Standards	Percentage of Total PD
	Non-Residential Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	
Residential (A_4)	**Single-Family Detached** Minimum Lot Area - 8,000 square feet Minimum Lot Width - 70 feet Setbacks: Front - 20 feet Side - 7.5 feet Rear - 10 feet Maximum Building Height - 45 feet Maximum Lot Coverage - 50% **Non-Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	
	Single-Family Detached Minimum Lot Area - 10,000 square feet Minimum Lot Width - 75 feet Setbacks: Front - 20 feet Side - 10 feet	

Development Area	Minimum Dimensional Standards	Percentage of Total PD
Residential (A_5)	Rear - 10 feet Maximum Building Height - 45 feet Maximum Lot Coverage - 40% **Non-Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	
Circulation (B)	**For Private Roadways** Minimum Access Width - 15 feet Minimum Paved Surface - 10 feet **For Public Roadways** Per Article 7 of the City's LDRs	10% Nominal
Conservation (C)	N/A	20% Minimum
Common Area/Open Space (D)	**Non-Residential** Minimum Lot Area - 10,000 square feet Minimum Lot Width - 80 feet Setbacks: Front - 5 feet Side - 0 feet Rear - 5 feet Building Separation as per Florida Building Code Maximum Building Height - 45 feet Floor Area Ratio - 1.0	

3. Phasing is permitted in accordance with the Phasing Schedule established by the PD Master Plan, and shall be as follows:

Phase	By End of Year	Permitted Intensity	Acreage	DU/Acre	Minimum Acreage of Development Areas C & D
Phase 1	2028	659	108	6.10	22
Phase 2	2029	340	208	1.63	42
Total		**999**	**316**	**3.16**	64

4. Phases may be further divided into units to create a logical and/or functional development or infrastructure pattern. Infrastructure connections shall not be bound to phasing. The primary and secondary access to U.S. Highway 441 shall be installed in conjunction with, and to the extent necessary to serve, a proposed Final PD Plan. The timing of the installation of such accesses shall be at locations reflected in the PD Master Plan to accommodate traffic generated as development occurs in accordance with the traffic analysis submitted for each Final PD Plan. Phase 1 of the project may require the construction of a lift station and force main that will serve the property and adjacent properties, as necessitated by the development to be paid for by owner/developer. (For the purposes of this Ordinance, the term "owner/developer" shall not include a public or not-for-profit entity that purchases a portion of the Property for conservation purposes, so long as the property is used solely for conservation purposes.

5. The owner/developer shall provide an updated, current traffic study with each Final PD Plan submitted to the City for review by the City and the Florida Department of Transportation. The traffic study shall consider and evaluate trip generation and trip

distribution for the purpose of concurrency, any necessary improvements at signalized and unsignalized intersections, and the necessity for proportionate fair share and/or other mitigation techniques. Each Final PD Plan shall require mitigation of any deficiencies identified within the traffic study.

6. The owner/developer shall donate and/or convey to the City that certain property described in Exhibit "B" for a 120-foot wide right-of-way ("ROW") for the construction of a two-lane, limited access roadway parallel to U.S. Hwy 441 located in the Project ("Roadway") and related stormwater management facilities consisting of approximately nineteen (19) acres. The owner/developer shall make such donation and/or conveyance upon the earliest of the following events:

   A. Twenty-four (24) months after the City Commission's adoption of this Ordinance; or

   B. The approval of a Final PD Plan; or

   C. The City demonstrating that it has the funding in place to proceed with the construction of the Roadway.

The owner/developer shall provide an updated survey, legal description, and boundary sketch of the ROW for the City's approval prior to the City's acceptance of the ROW.

7. The owner/developer shall construct the Roadway or provide funding to the City for the construction of the Roadway at the earliest occurrence of the following events:

   A. When such Roadway is necessary to serve development authorized by a Final PD Plan , as demonstrated by the traffic study submitted with the application for such Final PD Plan; or

   B. When the City approves a Final PD Plan authorizing the construction of a cumulative total of more than 329 dwelling units in the Project.

   Provided, however, that the City may utilize alternative funding sources to construct the Roadway and the owner/developer shall reimburse the City for the entire cost or a portion thereof, as determined by the City to be applicable, when either 7.A. or 7.B occur.

8. The City and the owner/developer agree to address applicable credit towards traffic concurrency, proportionate fair share, mobility fees, etc., for the donation and/or conveyance of the ROW and the construction of, or funding for, the Roadway during the City's evaluation of each proposed Final PD Plan. The value of the donation and/or conveyance of the ROW for valuation purposes in this Paragraph shall be determined at the time of donation and/or conveyance. The value of the construction of the Roadway shall be determined at the time of such construction and shall be based upon the difference in cost of constructing a local road to serve the Property versus the cost of constructing the Roadway.

9. The owner/developer shall provide and maintain a minimum 100-foot buffer where property is adjacent to the San Felasco Hammock Preserve State Park, or any other conservation lands managed by a federal, state, and/or local government agency, at

the time of the City Commission's adoption of this Ordinance. This buffer shall be an undisturbed area and shall remain in its natural state. This buffer shall provide separation between development areas and San Felasco Hammock Preserve State Park, in order to reduce the potential for loss of life and property from prescribed burning practices within the San Felasco Hammock Preserve State Park. Each Final PD Plan shall be consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, as it may be amended from time to time, related to the eradication of invasive exotic plant species and wildfire mitigation.

10. In the event that any federal, state, and/or local government agency acquires property for conservation purposes within and/or adjacent to the Property, the owner/developer shall provide and maintain a minimum fifty (50) foot buffer from such newly acquired property. Unless necessary for the construction of the Roadway, installation of stormwater facilities associated with the Project and/or the Roadway, installation of utilities, and/or access to such newly acquired property, the fifty (50) foot buffer shall be an undisturbed area and shall remain in its natural state.

11. The development shall limit impacts to wetland and conservation areas. Wetlands shall be identified using professionally accepted methodology. Wetland impacts shall be limited to crossings as illustrated on each PD Master Plan. All development in and/or near wetland and conservation areas shall be consistent with the City's Comprehensive Plan and in compliance with the City's LDRs, as may be amended from time to time, and shall grant conservation easements or other appropriate protective mechanisms, as determined by the City, to protect wetlands and conservation areas.

12. The owner/developer shall, at the time of each Final PD Plan, remove and destroy all Category I and II exotic plant species, as published in the most current version of the Florida Exotic Plant Council's List of Invasive Plant Species, located on the property subject to the Final PD Plan. Thereafter, the owner/developer shall assure long-term implementation of an exotic plants management plan approved with each Final PD Plan or any other final development order and included in covenants and restrictions to be implemented by a properly structured property owner's association or other mechanism acceptable to the City.

13. The planting of any species identified in the most current version of the Florida Exotic Pest Plant Council's List of Invasive Plant Species shall be prohibited. Grasses and sods shall be certified free of noxious weeds by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry.

14. The owner/developer shall utilize methods of minimizing impacts, such as appropriate Best Management Practices of the Suwannee River Water Management District, in order to reduce the potential for flash flooding, to avoid adverse impacts to water quality, and to incorporate existing drainage patterns to the greatest extent practicable. Any discharge to sinkhole features, wetland areas, and the Creek that may be allowed from on-site stormwater management areas shall meet the criteria of the City of Alachua and the Suwannee River Water Management District for water quality treatment and rate and volume attenuation in order to incorporate existing drainage patterns. Also, upon approval from the City of Alachua and the Suwannee River Water Management District, enhancements may be permitted to the existing, natural conveyance system in the wetland areas, surface waters, and the Creek to

mitigate for existing erosion and sedimentation, restoration of historical erosion and sedimentation damage, and preventing future adverse erosion and sedimentation.

15. Development on the Property shall include the following requirements:

(a) Any roadways that are to be dedicated to the City shall be designed to meet he standards established by Section 7.3.1 of the City's LDRs, or any amendment thereto.

(b) The owner/developer shall design, permit, and construct a stormwater management system necessary to serve the development. Stormwater management facilities shall be constructed in phases concurrent with development of the site. Sufficient stormwater capacity for any single phase consistent with Section 6.9.3 of the City's LDRs must be provided concurrent with site improvements of that phase. On-site soil shall be appropriately prepared so as to alleviate any drainage issues.

(c) Utilities shall be extended throughout the property within areas designated as public right-of-ways, where practical. Utility infrastructure which must run outside the right-of-way, and which will be maintained by the City, shall be located in easements granting access and maintenance of such infrastructure.

(d) The owner/developer shall be responsible for the provision of infrastructure for the development. This shall include all on-site improvements and off-site improvements, including transportation infrastructure improvements, deemed necessary to support the development by the City in its sole discretion. The owner/developer shall maximize cross access vehicle, pedestrian, and bicycle connections between Development Areas and properties adjacent to the

development.

(e) Facilities constructed on-site that are not dedicated to the City for maintenance shall be the responsibility of a legally established property owners' association. The property owners' association shall have the responsibility of maintenance of common areas. In the event that any portion of common areas and required open space areas, as mandated by Sections 6.7.6, 6.9.3(E)(2), and 7.8.1 of the City's LDRs, or any amendments thereto, are not owned by a property owners' association, such areas shall be burdened by an easement that requires a property owners' association or another entity approved by the City to maintain such areas, and that restricts such areas in accordance with the City's requirements for such areas. Alternatively, in the event that such areas are owned by a governmental body for conservation purposes, such governmental body shall maintain such areas in accordance with its general management practices for conservation lands.

16. Electric System Requirements:

(a) The owner/developer shall be responsible to connect to the electric system as necessary to serve the development.

(b) Electric system design shall conform to National Electric Code regulations and National Electrical Contractors Association and National Electric Installation Standards guidelines for electric systems. The electric system design shall be performed by a professional engineer registered in Florida.

17. Water System Requirements:

(a) The owner/developer shall be responsible to connect to potable water as necessary to serve the development.

(b) Water systems shall be designed to provide fire flow rates that conform to the current standards of the Insurance Safety Office ("ISO"). The owner/developer shall provide fire flow calculations and certify that the water system meets ISO fire flow standards.

18. Wastewater System Requirements -- The owner/developer shall be responsible to design, permit, and construct wastewater main extensions as necessary to serve the development.

19. The owner/developer shall provide all applicable permits from the Suwannee River Water Management District, the Florida Department of Transportation, and the Florida Department of Environmental Protection to the City prior to each Final PD Plan approval.

20. A maximum of 30,000 square feet of business uses shall be permitted within Development Area Mixed-Use (A_1). Permitted uses shall include those uses shown as permitted uses within the Planned Development – Residential zoning district in Section 4.1 of the City's LDRs, or any amendment thereto. Other non-residential uses, including community centers, post offices, and public safety uses, shall be permitted as shown on the PD Master Plan. Community center, post office, and public safety uses shall not exceed a maximum of 12,000 square feet for the entire Planned Development. All non-residential uses, including business uses, community centers, post offices, and public safety uses, shall be adequately buffered from

surrounding residential uses through the use of green space, landscaping, fences, and/or walls.

21. A Final PD Plan shall be a Site Plan for commercial and/or multi-family residential development or a Preliminary Plat for single-family residential development, and shall adhere to all requirements of this PD Ordinance, the City's Comprehensive Plan, and the City's LDRs. Each Final PD Plan shall also adhere to all requirements of the Master PD Plan and the PD Agreement for this development.

22. The owner/developer shall submit a landscaping and buffering plan as part of each Final PD Plan. The landscaping and buffering plan shall meet the requirements established by Section 6.2.2, *Landscaping Standards*, of the City's LDRs, or any amendments thereto.

23. The owner/developer shall submit an open space plan as part of each Final PD Plan. The open space plan shall meet the minimum requirements established by Section 6.7, *Open Space Standards*, of the City's LDRs, or any amendments thereto.

24. Open spaces and conservation areas shall account for a minimum of twenty percent (20%) of the complete project.

25. If a Final PD Plan contains commercial and/or multi-family residential development, the owner/developer shall submit a lighting and photometric plan as part of the Final PD Plan. The lighting and photometric plan shall meet the requirements established by Section 6.4, *Exterior Lighting Standards*, of the City's LDRs, or any amendments thereto.

26. If a Final PD Plan contains commercial and/or multi-family residential development, the owner/developer shall submit a parking plan of the Final PD Plan. The parking

plan shall meet the requirements established by Section 6.1, *Off-Street Parking and Loading Standards*, of the City's LDRs, or any amendments thereto.

27. If a Final PD Plan contains commercial and/or multi-family residential development, the owner/developer shall submit a utility system plan as part of the Final PD Plan. If a Final PD Plan consists of development requiring Preliminary Plat review (single-family residential development), the owner/developer shall submit a utility system plat as part of the Construction Plans for the proposed subdivision.

28. Each Final PD Plan shall include the exact intensity (square footage) of business uses and exact number of residential units, as well as precise information regarding the layout of open space, circulation, and stormwater management.

29. A valid Planned Development Agreement shall be adopted concurrent with the approval of this Ordinance and the PD Master Plan.

30. Each Final PD Plan shall contain concrete, quantitative, and site-specific standards regarding the location of any commercial and/or residential components, design standards, circulation scheme, parking facilities, utilities system design, open space design, landscaping, and stormwater management facilities, as applicable to the portion of the development subject to each Final PD Plan.

31. The development parameters defined herein do not inordinately burden the development of the property.

32. The rezoning of the property does not reserve concurrency for the development. Concurrency shall be reserved at the time of each Final PD Plan.

33. All development, including but not limited to Final PD plans for the Project shall be governed by the laws, regulations, comprehensive plan and ordinances in effect at the

time of the specific proposed development, and not as of the date of this Ordinance.

Section 4. **Ordinance to be Construed Liberally**

This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of Alachua, Florida.

Section 5. **Repealing Clause**

All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. **Severability**

It is the declared intent of the City Commission of the City of Alachua that, if any section, sentence, clause, phrase, or provision of this Ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance, and the remainder of the Ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 7. **Effective Date**

This Ordinance shall take effect immediately after its passage and adoption.

PASSED on first reading the 26th day of July, 2010.

PASSED and **ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this 9th day of August, 2010.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

GIB COERPER, MAYOR

(Seal)

ATTEST:

Traci Cain, City Manager

APPROVED AS TO FORM:

Marian B. Rush, City Attorney

EXHIBIT "C"

TO

PLANNED DEVELOPMENT AGREEMENT
FOR VILLAGES OF SAN FELASCO PROJECT

ENVIRONMENTAL CONDITIONS NOTES

1. Environmentally Sensitive Areas. Florida Natural Area Inventory (FNAI) Area C information as per Alachua County GIS and Florida Geographic Data Library (FGDL). Please refer to Environmental Report for field delineation/verification of habitat and/or species found on the site.

2. On-Site Habitats. Season specific wetland areas were identified on site and are briefly described by wetland type, as follows:

A. Cotton Creek System (Wetland 3)

Cotton Creek is a blackwater system that originates north of US 441 and flows through the property west to the terminus in Lee Sink. The creek is characterized by steep slopes along the east half of the property but flattens into a broader floodplain with associated floodplain marshes west of the existing driveway. There is little vegetation in the creek bed, being characterized as having a sandy bottom in some areas with exposed limerock and clay in other areas.

The wetland jurisdiction are in most areas is at the top of the bank where there is an abrupt change to upland hardwood forest. The community, due to grazing, has little ground cover or shrub corner, but has a well-developed canopy consisting of southern magnolia (Magnolia grandiflora L.), American basswood (Tilia americana L.), pignut hickory (Carya glabra [Mill.] Sweet), Florida maple (Acer saccharum Marsh. subsp. floridanum [Chapm.] Desmarais), swamp chestnut oak (Quercus michauxii Nutt.), swamp laurel oak (Quercus laurifolia Michx.), Blackgum (Nyssa sylvatica Marsh.), ironwood (Carpinus caroliniana Walt.), and eastern hop-hornbeam (Ostrya virginiana [Mill.] K. Koch). Red buckeye (Aesculus pavia L.) is the most common subcanopy component. There are little to no floodplain swamps, hydric hammocks, or limestone wetland areas associated with the banks of the creek where it flows through the property.

B. Floodplain Marshes (Wetlands 1 and 2)

The floodplain marshes occur along the flatter areas of the topography and flood with the creek at high water. However, these marshes also flow into the creek due to seepage from the surrounding uplands. On the site, these areas have been seriously degraded by cattle activity and the vegetation present depends on the amount of rainfall and subsequent cattle grazing.

C. Sinkhole Ponds (Isolated) (Wetlands 7, 11, 12, and 16)

These are small, circular sinkhole ponds that are probable areas of groundwater recharge. They are isolated from the surrounding wetlands and typically devoid of emergent vegetation; however, at times, have significant cover of lemnas.

D. Hardwood Swamps (Wetlands 8, 9)

These wetlands are swamp black gum (Nyssa sylvatica Marsh. var. biflora [Walt.] Sarg.) and sweetgum (Liquidambar styraciflua L.) dominated swamps that lie along the toes of the upland slope and they flood only at extremely high water of Cotton Creek. However, the primary hydrologic inflow is from seepage from the uplands that drain through the swamp into Cotton Creek.

E. Hardwood Seepage Wetlands, Seepage Streams, Sinkholes (Wetlands 10, 13, 14)

These are wetland systems that are characterized as having surficial aquifer spring discharges (Can ≥50 gal/minute) that originate from steep slopes and flow to Cotton Creek. The systems are characterized as a mosaic of broad, flat areas dominated by sweetgum (Liquidambar styraciflua L.), red maple (Acer rubrum L.), swamp laurel oak (Quercus laurifolia Michx.) and connected by streams with steep sides. In Wetlands 10 and 13, the drainage has been impounded to presumably historically provide water for cattle or irrigation. However, the impoundment has developed into shrub swamps that provide significant roosting habitat for wading and water birds.

F. Seepage Streams (Wetlands 5, 6, 15)

The wetlands occur on the northern half of the site and are unique in that the seepage area tends to occur between the 140-145 feet contour across the site. This contour range corresponds to the headwaters for these systems. The headwater of Wetlands 5 and 6 is a small, semi-circular sinkhole feature with a single outlet stream. The stream leaves the upper depression, flows for a distance in the pasture, then disappears.

G. Upland Mixed Forest (UMF-1 & UMF-2)

The mesic forested areas on site have, as previously described, have been seriously degraded by cattle. However, the canopy is diverse, healthy, and in good shape. The most common species include the following:

American basswood (Tilia americana L.)
blackgum (Nyssa sylvatica Marsh.)
eastern hop-hornbeam (Ostrya virginiana [Mill.] K. Koch)
Florida maple (Acer saccharum Marsh. subsp. floridanum [Chapm.] Desmarais)
ironwood (Carpinus caroliniana Walt.)
live oak (Quercus virginiana Mill.)
loblolly pine (Pinus taeda L.)
mockernut hickory (Carya tomentosa [Poir in Lam.] Nutt.)
pignut hickory (Carya glabra [Mill.] Sweet)
southern magnolia (Magnolia grandiflora L.)
sand pine (Pinus glabra Walt.)
swamp chestnut oak (Quercus michauxii Nutt.)
swamp laurel oak (Quercus laurifolia Michx.)

H. Herbaceous Seepage Area (Wetland 4)

This wetland area has been seriously effected by cattle and field crop production activities. The dominant species are bahia grass (Paspalum notatum Flueggé.) and Bermuda grass (Cynodon dactylon [L.] Pers.); however, Asian cornleaf (Centella asiatica [L.] Urban.), marsh pennywort (Hydrocotyle umbellata L.), shortleaf spikesedge (Kyllinga brevifolia Rottb.), and dotted smartweed (Polygonum punctatum Ell.) are common. This is an intermittently wet area that is only seasonally wet during periods of high rainfall. Hydrology is maintained by seepage from upslope upland areas.

LEGEND

- PROJECT SITE BOUNDARY
- DELINEATED WETLAND
- FNAI AREA C
- 5' TOPOGRAPHIC CONTOURS
- CREEK CENTERLINE

NORTH

GRAPHIC SCALE

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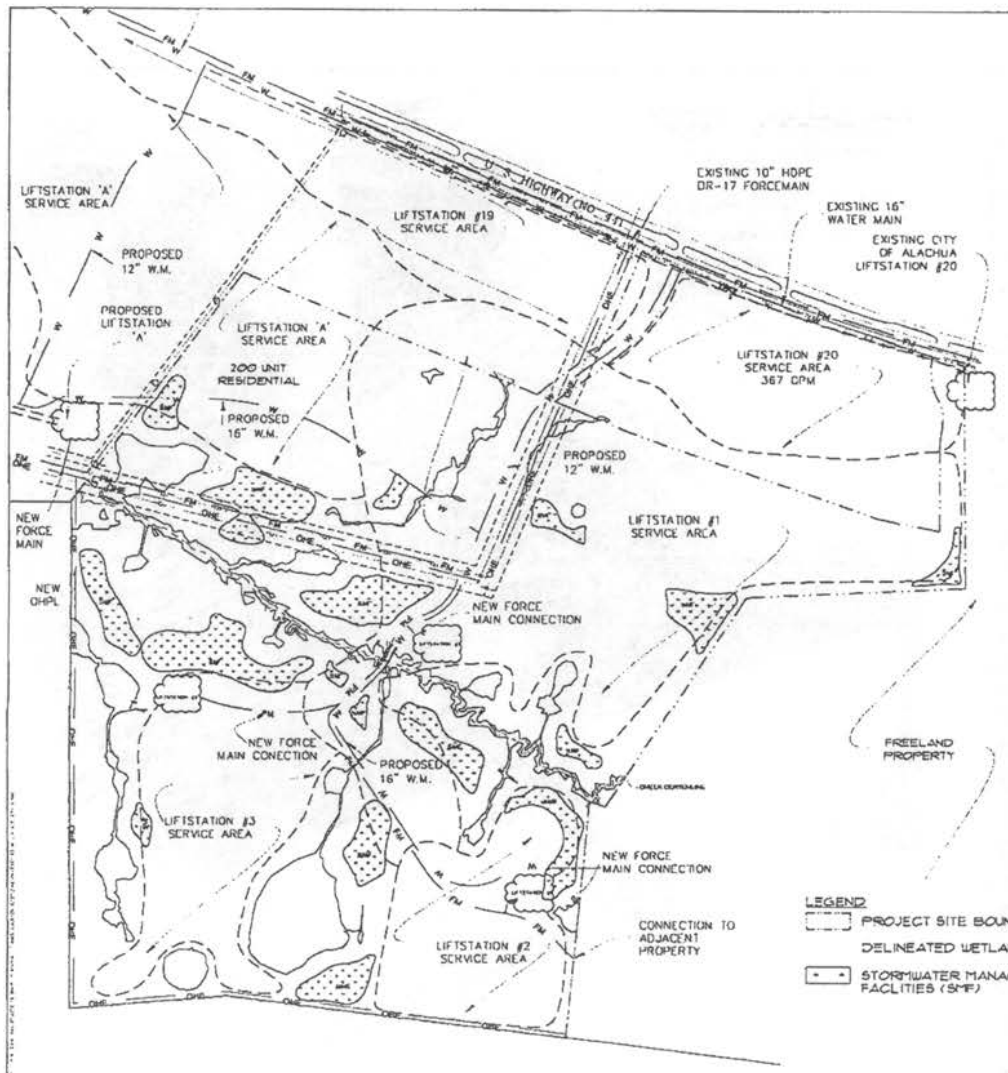
CA 3478

1 OF 3



CONCEPTUAL UTILITY PLAN

1. Public Facilities Impact. Concurrency reservation will be made at time of Final PD approval. Impact calculations have been prepared to demonstrate that sufficient capacity exists to accommodate the proposed project. Calculations are presented in the PD Justification Report, Section 5 (Page 20). The developer shall work with the City of Alachua and adjacent land owners to establish a coordinated and looped utility system.

a. Transportation. A traffic study performed by a professional traffic engineer has been reviewed by the Florida Department of Transportation (FDOT) and City of Alachua Staff. Meetings with the City of Alachua staff, held on June 5, 2006 outlined a coordinated approach to the roadway construction, timing, and access. The primary and secondary access should be installed in conjunction with and to serve a proposed development area.

b. Potable Water. Potable Water infrastructure will be located within the public right-of-way and/or within Private Utility Easements (PUE). Currently, potable water is located within along the southern boundary of US-441 and at the projects west boundary.

c. Sanitary Sewer. Sanitary Sewer infrastructure will be located within the public right-of-way and/or within Public Utility Easements (PUE). Currently, a force main is located along the southern boundary of US-441. A new force main will be established in conjunction with this project in a coordinated manner with the City of Alachua creating a parallel utility corridor. Coordination, creation, and location of a redundant sanitary sewer and potable water line to benefit not only this site, but the eastern portion of the City of Alachua. Phase 1 of the project may contain the construction/improvement of a lift station and the force main that will serve not only the project but adjacent properties in a coordinated and timed manner.

d. Solid Waste. Solid Waste is taken to the New River Solid Waste Facility.

e. Parks. The subject property is located adjacent to the San Felasco Hammock State Preserve.

f. Schools. The proposed development is currently served by the Alachua County Public Schools and currently zoned for Alachua and Irby Elementary, Mebane Middle, and Santa Fe High Schools.

g. Stormwater. Stormwater Management Facilities (SMF) are illustrated conceptually. SMFs may be located in any land use as depicted on the PD Master Plan except in conservation areas. SMFs shall be designed as per the City of Alachua Comprehensive Plan and Land Development Regulations (LDR).

h. Fire/EMS. The proposed development will be served by Fire Station # 21 located at 15040 NW US 441.

i. Police. The proposed development is currently served by the City of Alachua Police Department located at 15000 NW 142nd Terrace.

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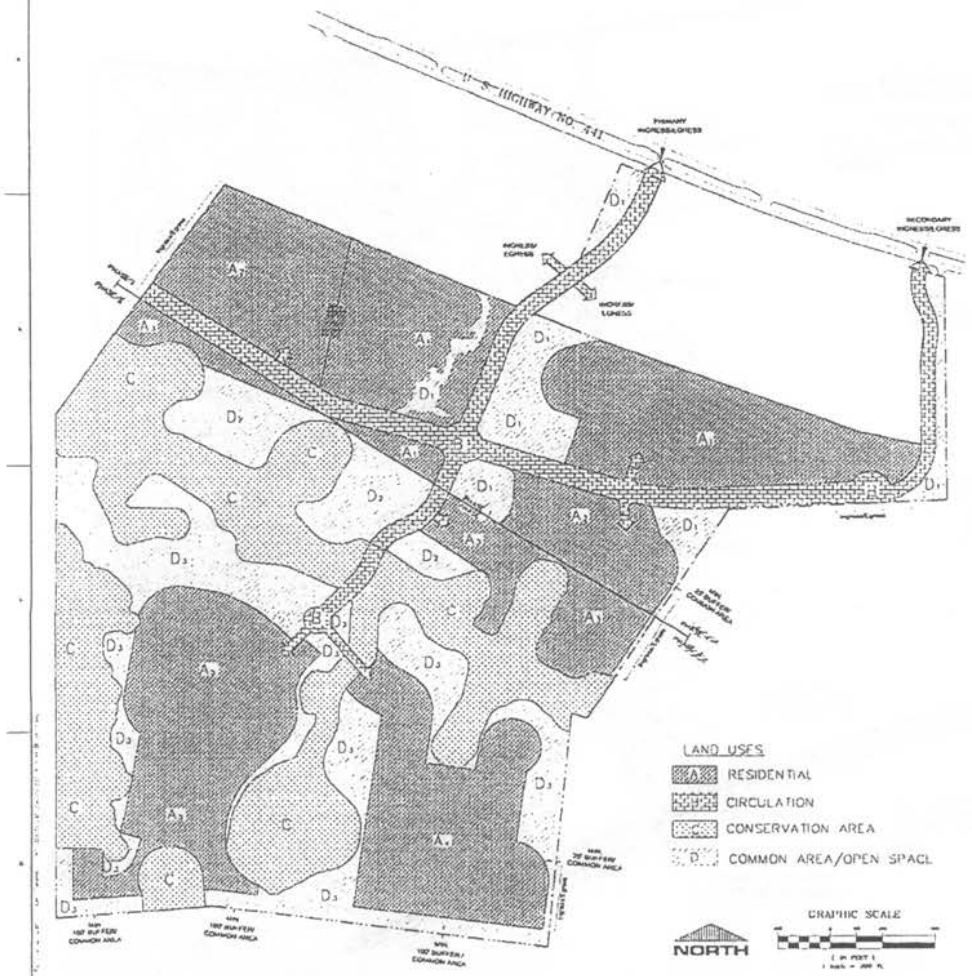

Villages of San Felasco PD Specifications

1. Land Uses. Land uses shall be generally located as shown on the PD Master Plan. The maximum number of dwelling units allowed on the Property shall be 999 dwelling units and shall be allocated as shown on the PD Master Plan. Dwelling units may consist of single-family detached, single-family attached, townhome, or multi-family as defined by the City's Land Development Regulations ("LDRs"). Uses for each development area are set forth in Specification Note Number 12.

2. Phasing. Phases may be further divided into units to ensure a logical and/or functional development or infrastructure pattern. For the purposes of providing a unified utility plan, utility infrastructure may cross the boundaries of phases and/or development areas. Additionally, stockpiling of dirt and other construction materials may cross the boundaries of phases and/or development areas. Residential units may be clustered within each phase to avoid environmental tresscle or corridors and/or for enhanced open space destination, so long as the development complies with the minimum dimensional standards established within Note 12 and within the governing PD Ordinance for the development. The primary and secondary access to U.S. Highway 441 shall be installed in conjunction with, and to the extent necessary to serve, a proposed Final PD Plan.

3. Roadway Buffers. A twenty (20) foot roadway buffer shall be provided along US 441. Stormwater management facilities, pedestrian circulation, landscaping, and signage may be located within roadway buffers. Roadway buffers shall not be part of platted lots. Landscaping within the roadway buffers shall be consistent with the requirements of the City's LDRs.

4. Project Boundary Buffers. Project boundary buffers shall be provided as shown on the PD Master Plan. Stormwater management facilities, pedestrian circulation, landscaping, and signage may be located within project boundary buffers. Project boundary buffers shall not be part of platted lots. Project boundary buffers shall be landscaped in accordance with the requirements of the City's LDRs. Density shall transition as set forth by A=A in Specification Note Number 12.

5. Lot Setback and Separations. Street side setbacks shall be in accordance with the requirements of the City's LDRs. Housing units and design shall, at a minimum, meet the requirements of the Florida Building Code. Accessory units such as garages may be attached to adjacent accessory structures.

6. Common Area. Open space and conservation areas, as defined by the City's LDRs and the PD Master Plan, shall account for a minimum of twenty (20) percent of the Property, inclusive of the conservation areas. As depicted on the Master Plan, the common area designated as D1 fulfills the 10% minimum common area requirement mandated by the City's LDRs for Development Areas A1 and A2; the common area designated as D2 fulfills the 10% minimum common area requirement mandated by the City's LDRs for Development Area A3; and the common area designated as D3 fulfills the 10% minimum common area requirement mandated by the City's LDRs for Development Areas A4 and A5.

7. Ownership/Control of Common Areas and Required Open Space Areas. In the event that common areas and required open space areas, as mandated by Sections 6.7.5, 6.8.3(k)(2), and 7.8.1 of the City's LDRs, are not owned by a property owners' association, such areas shall be burdened by an easement that requires a property owners' association and/or an entity approved by the City to maintain such areas, and that restricts such areas in accordance with the City's requirements for such areas. Alternatively, in the event that any area which is subject to the PD Master Plan is owned at any time by a governmental body for conservation purposes, such governmental body shall restrict such areas in accordance with the City's requirements set forth in the City's LDRs in effect at the time of the approval of the application and shall maintain such areas in accordance with such governmental body's general management principles for conservation lands.

8. Circulation. The circulation configuration is not intended to be exact and represents only a portion of the overall roadway network. Roadways intended to be dedicated to the public may consist of a mixture of roadway types and shall be required to meet the design criteria of the City's LDRs unless otherwise authorized by the City Commission. The internal roadways shall consist of neighborhood streets, which do not meet the definition for an arterial or collector roadways.

9. Conservation Area. The conservation area shall be consistent with the requirements of the City's LDRs. The conservation area may contain low-intensity passive or active recreation opportunities such as nature trails, wildlife viewing areas, and other recreation activities. Permitted uses within the conservation area shall not infringe on the long-term function of natural areas or their associated buffers.

10. Landowner/Developer Responsibility. The Landowner/Developer is responsible for providing right-of-way and easements for constructing on-site infrastructure facilities and for all other infrastructure located on the proposed PD-R district site including, but not limited to, electrical utility lines, telephone lines, cable TV lines, or the underground conduit for such features. The Landowner/Developer shall be responsible for making any other infrastructure improvements as required by the City ordinances to guarantee construction of all required infrastructure improvements, and if requested by the City, to dedicate those improvements to the City in a form that complies with City ordinances. All infrastructure facilities not dedicated to the City shall be operated and maintained by a property owners' association formed as part of the subdivision process. The need for signalization at vehicular access point(s) shall be coordinated with the Florida Department of Transportation and the City, in conjunction with individual phases or sub-phases.

11. Nonresidential Uses. Community Center, Post Office, and Public Safety Uses shall not exceed a maximum of 12, 000 square feet for the entire Planned Development.

12. Allowable Land Use Classification Data. Figures for acreage are approximate and have been rounded to the nearest whole number.

DEVELOPMENT AREA AND DENSITY	ALLOWABLE USES (Recreation Water Bodies, Stormwater Retention Areas, Parks in gated parks, Stormwater Management, and Infrastructure may exist in any land use classification)	PERMITTED INTENSITY	ACRES	MINIMUM DIMENSIONAL STANDARDS	SITE %
MIXED-USE (A=) 15 du/ac	Multi-family Residential, Townhome Residential Single-Family Detached, Single-Family Attached, Community Center, Post Office, and Public Safety Uses Business uses Per Section 4.1 of the City's LDRs	325 d.u. 30,000 s.f.	48		
RESIDENTIAL (A=) 6 du/ac	Multi-family Residential, Townhome Residential Single-Family Attached, Single-Family Detached, Community Center, Post Office, and Public Safety Uses	334 d.u.	57		
RESIDENTIAL (A=) 5 du/ac	Single-Family Detached, Resource-based recreation (Non-intensive), Community Center, Post Office, and Public Safety Uses	105 d.u.	23		70 % Maximum
RESIDENTIAL (A=) 4 du/ac	Single-Family Detached, Resource-based recreation (Non-intensive), Community Center, Post Office, and Public Safety Uses	120 d.u.	43		
RESIDENTIAL (A=) 3 du/ac	Single-Family Detached, Resource-based recreation (Non-intensive), Community Center, Post Office, and Public Safety Uses	120 d.u.	59		
CIRCULATION (D) N/A	Parking, Driveways, Bicycle & Pedestrian Pathways, and Supportive Infrastructure improvements	N/A	24	ROADWAY TYPE: Private — ACCESS WIDTH: 15' — PAVED SURFACE: 10'; Public — Per Article 7 of the City's LDRs	10 % Nominal
CONSERVATION (C) N/A	Resource-based recreation (Non-intensive), Public Utilities, and Communication Infrastructure	N/A	64	N/A	20 % Minimum
COMMON AREA / OPEN SPACE (D) N/A	Resource-based recreation (Non-intensive), Public Utilities, Communication Infrastructure, Community Center, Post Office, and Public Safety Uses				

PHASE	BY END OF YEAR	PERMITTED INTENSITY	ACRES	DU/AC	ROW, C & O ACRES	PHASING NOTES
PHASE 1	2025	656	106	6.1	22	Phases per PD Specifications Notes #5 & #6.
PHASE 2	2029	340	206	1.6	42	
TOTAL		996	316	3.15	64	

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EA 6910

SHEET NO. 3 of 3

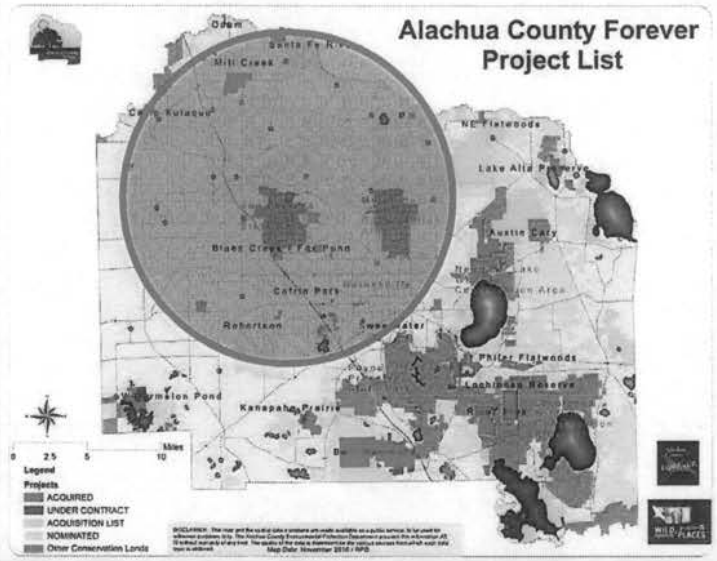
Alachua County Forever

San Felasco Hammock

Rolling Meadows

March 22, 2011

Alachua County Forever Project List



Rolling Meadows Tract

Rolling Meadows Tract

Rolling Meadows Tract

- Nominated: 2001 (SFLT)
  - LCB approval: March 24, 2005
  - BoCC approval: April 26, 2005
  - Contract: October 25, 2010
- Score: 6.00
- Size: 208 acres
- # Parcels: 1
- # Owner: 1

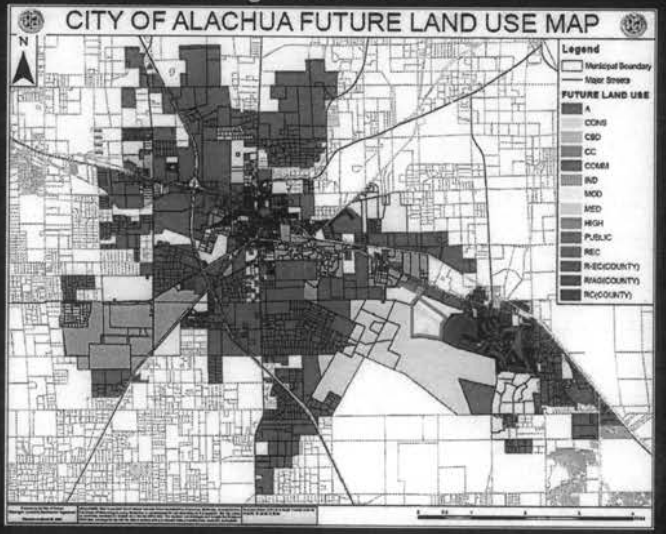
Rolling Meadows Tract

- Purchase Price: $2,329,600
  - Title, Appraisals, Survey, ESA: $ 26,942
- Total Cost to County: $2,356,542
- Stewardship (annual): $ 550
  - Managed by State Parks
- 47th A-List Acquisition, 38th by County
  - Tenth Acquisition with WSPP Funds.

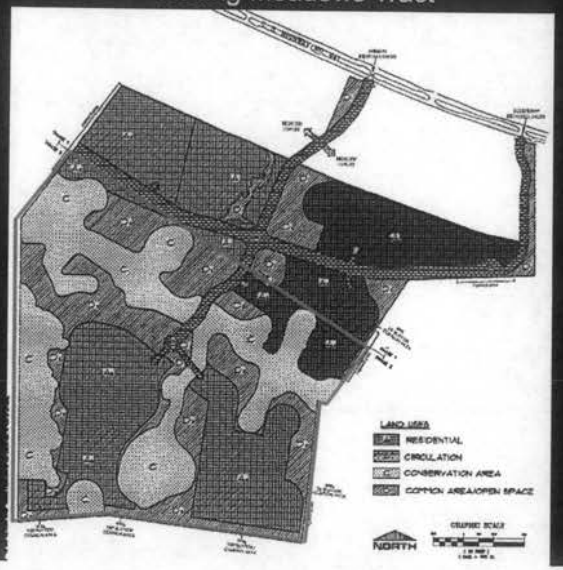
Rolling Meadows Tract

San Felasco Hammock Preserve State Park Optimum Boundary

Rolling Meadows Tract



Rolling Meadows Tract



"Phase 2"
208 acres
340 units
1.6 du/ac

Phase 1
108 acres
659 units
6.1 du/ac

Rolling Meadows Tract

Rolling Meadows Tract

Rolling Meadows Tract

March 22, 2011 Regular Board Meeting
Agenda Item #32

Title
Lake Forest Creek: Purchase Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract by Alachua County Forever. (Amended)

Amount
Acquisition $203,325. Stewardship $550.

Description
Request for the Board of County Commissioners to Execute the Option Contract to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision in a public hearing.

Recommendation
Execute the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Kincade and Tabone Tract and direct staff to complete due diligence and return to the Board for a final decision.

Alternative(s)
The Board should not execute the Option Contract.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. Exhibit 2: Crevasse Site Evaluations. Exhibit 3: Project Assessment. Exhibit 4: Cost estimates. Exhibit 5: Copy of Covenants and Restrictions for Lake Forest Farms.

Documents Requiring Action
Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Kincade and Tabone Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Option Contracts to purchase a Conservation Easement the Lake Forest Creek-Kincade and Tabone Tract. Upon execution of the Option Contracts, within 90 days, staff will perform the necessary due diligence including Title, Survey and Environmental Assessments. Staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions.

Background
The BoCC added the 103-acre Kincade and Tabone tract to their acquisition list on May 25, 2010. This acquisition combines the former Dilcher property and the Kincade & Tabone property under a single ownership (Exhibit 2). The tract is within the Lake Forest Creek Project (Exhibit 3) which generally encompasses the land between the City of Gainesville's Morningside Park south to Lake Forest Creek and east to Newnans Lake. The Lake Forest Creek Project Area falls within the Plan East Gainesville

Project Area. The Plan East Gainesville-Final Report represents "a comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility" (page 2). The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods" (page 45). The Lake Forest Creek Greenway is within the Lake Forest Creek project area and is considered to be a priority in the plan. The Kincaide and Tabone tract is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. It includes the former Dilcher Parcel (now owned by Kincaide and Tabone) and is adjacent to the north and east boundary of the Smith parcel. Both are also on the Boards Acquisition List. The large basin swamp that lies on the northern section of the Kincaide and Tabone property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings. The Kincaide and Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. Dedicated but vacant roadways divide the tracts, however none of these "paper roads" have been cleared of vegetation. The property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire-maintained communities are located on the southern portion of the property except for flatwoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted during the visit. The County is offering to purchase the 103-acre Easement for $170,000 (about $1,650.48 per acre). The Easement grantors will continue to manage the property and the County's stewardship role is limited to annual monitoring. These and other acquisition costs are estimated in Exhibit 4.

Issues
Neighbors to the subject tract have been granted certain access and improvement rights that if exercised could seriously impair the conservation values of this property. Staff, working with the County Attorney, our Closing Attorney and the Grantor's Counsel, has agreed to treat this as a title defect under Section 7 of the Option Contract that must be resolved prior to closing. Staff will work with the attorneys to resolve this defect before returning to the Board for final action.

Fiscal Recommendation
Acquisition: $203,325. Annual Stewardship $550.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds

Account Code(s)
Funds 302-5576.

Attachment: Exhibit 1 Purchase and Sale Kincade Tabone Final.pdf
Attachment: Exhibit 2 Kincaide TaboneEvaluation.pdf
Attachment: Exhibit 4 Cost Estimates.pdf
Attachment: BoCC101214 ACF Kincade.pptx
Attachment: Exhibit 3 Lake Forest Creek.pdf
Attachment: Exhibit 5 Lake Forest Farms Restrictive Covenants.pdf

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, IVOR KINCAIDE, a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owners intend that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owners further intend, as owners of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 22nd day of March, 2010, between the **IVOR KINCAIDE,** a single man, and **JULIEANNE TABONE,** a single woman, whose address is 6336 Southeast County Road 234, Gainesville, Florida 32641, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period

beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is ONE HUNDRED SEVENTY THOUSAND DOLLARS AND 100/100 ($170,000.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments,

orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that all those rights belong exclusively to Seller, and Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of

Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit "C".

B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties

other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE NOVEMBER 31, 2010, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: SARAH SALOZZO

Print Name: Carlos A Martinez Jr

Print Name: SARAH SALOZZO

Print Name: CARLOS A MARTINEZ JR

SELLER

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

Date signed by Seller: 11/5/10

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF FLORIDA)
)
COUNTY OF ALACHUA)

SWORN TO and subscribed before me this 5TH day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
, Chairman

J.K. Irby, Clerk

Approved as to form:

_____
County Attorney

(SEAL)

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT B
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Kincaide & Tabone

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2010, by **IVOR KINCAIDE and JULIEANNE TABONE**, whose address is 6336 SE CR 234 Gainesville ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, approximately 50% of the Property is comprised of upland natural communities, including Upland Mixed Forest, Upland Pine Forest, Sandhill and Pine Flatwoods, portions of which provide habitat for many species including deer, fox, songbirds, the state listed Gopher Tortoise and the Florida Natural Areas Inventory listed Eastern diamondback rattlesnake; and

WHEREAS, the remainder of the Property is comprised of a high quality Basin Swamp system with a portion of Lake Forest Creek, a good-quality Blackwater Stream, running through the swamp. The Property lies within the Newnan's Lake watershed and flows into Newnan's Lake via a series of drains. A small Sinkhole Lake is located in the south-central portion of the Property. These wetland areas provide habitat for the state and federally listed American alligator; and

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Kincaide & Tabone Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor desires to ensure that the Conservation Easement granted herein complies with the provisions of Section 2031(c) of the Internal Revenue Code, relating to the Federal Estate Tax treatment of lands subject to a qualified conservation easement, and intends that the lands which are the subject of this Conservation Easement will so qualify for such treatment; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles:

- Maintenance, enhancement and ecological restoration of wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Maintenance of soil productivity and control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING
The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST
The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES
The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL
Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse,

children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors. Grantor also agrees to notify Grantee in writing whenever Grantor wishes to sell the Property and to offer to sell the Property to Grantee. Upon receipt of such notice, Grantee shall have the same one-hundred twenty (120) day period mentioned above to provide notice to Grantor of Grantee's intent to purchase. If Grantee does not purchase the Property for any reason, then Grantor may sell the Property to anyone within a one-year period. If Grantor has not sold the Property within one year, then Grantee's right of first refusal reattaches to the Property.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained in the same subparagraphs as the permitted uses. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property was acquired in separate parcels or lots or may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Existing Structure.

The existing shed with a hand-pumped well currently existing on the Property and documented in the Baseline Documentation (the "Existing Structure") may be used, repaired and maintained in its current location. The Existing Structure may be demolished and rebuilt in accordance with applicable law in substantially the same location, provided that the Grantee receives 30 days prior notice to the commencement of demolition or construction, but it may not be enlarged or moved.

ii) Single-Family Residential Dwelling and Appurtenant Structures.

One single family residence and associated appurtenant structures ("New Residence") may be built or placed within the Building Envelope as defined below, provided that: (a) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) there shall be no impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, (f) all paved roads and other impervious surfaces located on the Property including those existing on the date of this Easement, as well as all existing and future structures and other improvements including but not limited to the Existing Structure, New Residence, pole barns, sheds, swimming pools, above and below ground storage tanks, shall not exceed a total footprint of 10,000 square feet, (g) all improvements except for fences, roads and trails shall be located within the five (5) acre Building Envelope described in Exhibit "B", (the "Building Envelope"), (h) all new structures and septic system shall be located at least 150 feet from any wetland areas, sinkholes or karst features, and (i) construction shall be accomplished with minimal removal of existing trees and canopy cover.

iii) Roads, Trails and Motorized Vehicles.

The existing access driveway and road into the Property identified in the Baseline Documentation may be maintained, widened and lengthened as necessary to provide continued access to the Existing Structure and access to the New Residence and other improvements listed above, provided that: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) it be constructed so as to minimize the impact on the Conservation Values of the property, (d) if widened, it must not exceed 30 (thirty) feet in total width, (d) materials utilized in the construction and maintenance of the road shall not include concrete or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (e) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (f) construction shall be accomplished with minimal removal of existing trees and canopy cover.

Grantor shall have the right to clean-up, open, maintain and utilize those roads and trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Roads and trails re-opened and cleaned up pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and may not be improved with concrete or asphalt and must remain permeable to allow adequate water/run-off percolation. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in IV. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads unless necessary: (a) to protect or enhance the Conservation Values, or (b) for emergency purposes.

iv) Utility Services and Septic System.

Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

v) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well incident to the permitted residential and agricultural uses on the Property. Grantor may install, operate and maintain one (1) additional, non-commercial, ground water well within the Building Envelope to service the Existing Structure and/or the New Residence. The operation, maintenance, replacement and installation shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity on the Property is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY
There shall be no commercial agricultural use of the Property.

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within the Building Envelope for personal consumption by Grantor and Grantor's immediate family. All such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, such species being those specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission, or similar regulatory agency.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 150-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER
There shall be no application of biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except that these products may be used in limited quantities in strict conformance with the manufacturer's instructions for ordinary household purposes. However, biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article V, paragraph H below. Additionally, biocides and fertilizer may be used in a reasonable manner in relation to the allowed non-commercial agriculture use described in Article V, paragraph E above and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

G. HABITAT RESTORATION
The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF EXOTIC PLANTS
There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or timber except as follows: (a) to carry out the rights reserved in Article V, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline

Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, and (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands as depicted in the Baseline Documentation and cutting or removing cypress from the Property are prohibited.

Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone,

limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES
Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES
If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER
Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of

such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES
Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL
Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS
Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article IX, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and

accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with Article IX, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of

the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article IX, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant are those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article IX, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee

may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Ivor Kincaide & Julieanne Tabone
6336 SE CR 234
Gainesville, FL 32641

Notice to Grantee shall be sent to:
Alachua County
Board of County Commissioners
Attn: Environmental Protection Department
P.O. Box 2877
Gainesville, FL 32602-2877

Except in regard to notice pursuant to Article VII above, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. However, if consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS

The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

O. CONTROLLING LAW

The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY

If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION

The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written

Witnesses:

Signature of first witness

Sarah Salazar

Printed name of first witness

Signature of second witness

Carlos A Martinez Jr

Printed name of second witness

GRANTOR:

IVOR KINCAIDE

JULIEANNE TABONE

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **IVOR KINCAIDE,** who is ☐ personally known to me or ☒ who has produced Florida Driver Licence as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name: Carlos A Martinez Jr

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 5TH day of November 2010 by **JULIEANNE TABONE,** who is ☐ personally known to me or ☒ who has produced Florida Driver License as identification.

Notary Public - State of Florida
My Commission Expires May 28, 2011

Sign:
Print Name:
Carlos A Martinez Jr

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

Alachua County, Florida
By its Board of County Commissioners

By:

_____
, Chair

ATTEST:

Date:_____

By:_____
J.K. Irby, Clerk

Approved as to Form:

Attorney:_____

Date Executed:_____

(Seal)

Exhibit A (Legal Description)

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA,

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH:

LOTS 41, 42, 43, 41A, 42A & 43A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA,

AND, AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA, LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA,

Exhibit B (Baseline Documentation Report)
to be attached

EXHIBIT C
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF Alachua)

BEFORE ME, the undersigned authority personally appeared IVOR KINCAIDE, a single man, and JULIEANNE TABONE, a single woman, ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public

Carlos A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)

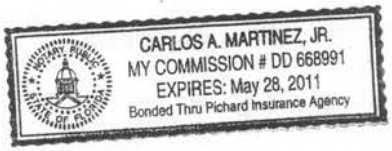
Commission No.: DD668991

My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE,** a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.



(NOTARY PUBLIC SEAL)

Notary Public

Carlos A Martinez Jr

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD668991

My Commission Expires: May 28, 2011

EXHIBIT A TO ENVIRONMENTAL AFFIDAVIT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 38, 39, 40, 38A, 39A & 40A OF "LAKE FOREST – GAINESVILLE – LAKE FARMS", A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

AND, THE EAST TEN (10) ACRES OF AN UNNUMBERED LOT IN SAID PLAT, SAID UNNUMBERED LOT BEING MORE PARTICULARLY DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 21 EAST, ALACHUA COUNTY, FLORIDA. LESS ANY RIGHT–OF–WAY AS PER PLAT THEREOF.

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TOGETHER WITH: O.R. BOOK 2053–745

LOTS 44, 45 & 46 OF "LAKE FOREST FARMS", AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 152, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
none			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
none			

IVOR KINCAIDE, a single man

JULIEANNE TABONE, a single woman

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **IVOR KINCAIDE**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
CARLOS A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 5th day of November, 2010, by **JULIEANNE TABONE**, a single woman. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[X] produced a current driver license(s).
[ ] produced _____ as identification.

CARLOS A. MARTINEZ, JR.
MY COMMISSION # DD 668991
EXPIRES: May 28, 2011
Bonded Thru Pichard Insurance Agency

(NOTARY PUBLIC SEAL)

Notary Public
CARLOS A Martinez Jr
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 668991
My Commission Expires: May 28, 2011

Lake Forest Creek
Lake Forest Preserve (Kincaide & Tabone)
4/12/2010

Project Score:	**6.8 of 10.00**	
Inspection Date:	4/1/2010	
Size:	32.01 acres	
Parcel Numbers:	17899-001-001	32.01 acres
S-T-R:	6-10-21	
Buildings:	0	
Just Value:	$13,200	$412/acre

Total Value	$13,200	$412/acre
Natural Communities:		
Sandhill		Good - Poor
Mesic flatwoods		Fair - Poor
Baygall		Excellent
Depression Marsh		Good
Blackwater Stream		Good
Basin Swamp		Excellent - Good

REPA Score: 7.42 of 9.44

KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Kincaide and Tabone parcel is located approximately 1.2 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The Parcel is adjacent to the west boundary of the former Dilcher Parcel (now owened by Kincaide and Tabone) and adjacent to the north and east boundary of the Smith parcel. These three parcels are referred to as the Lake Forest Preserve by the owners and ~131 acres are now in 2 ownerships. Both the former Dilcher parcel and the Kincaide & Tabone parcel are directly south of East University Avenue east of the split from SR 26, near Newnan's Lake. The large basin swamp that lies on the northern section of the Kincaide & Tabone and former Dilcher property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction, other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services. The Kincaide & Tabone parcel has road frontage on East University Avenue, a paved publicly maintained road. Alternate access is via an unpaved, private road, SE 8th Avenue. A dedicated but vacant north/south roadways separates the former Dilcher parcel from the Kincaide and Tabone parcel and another dedicated but vacant east/west roadway divides the parcel. None of these "paper roads" have been cleared of vegetation.

Kincaide and Tabone have purchased the former Dilcher property, which is on the acquisition list as a conservation easement. The owners would like to continue to develop and sell a conservation easement for the former Dilcher Property, but would now like to include the Kincaide and Tabone property in the conservation easement.

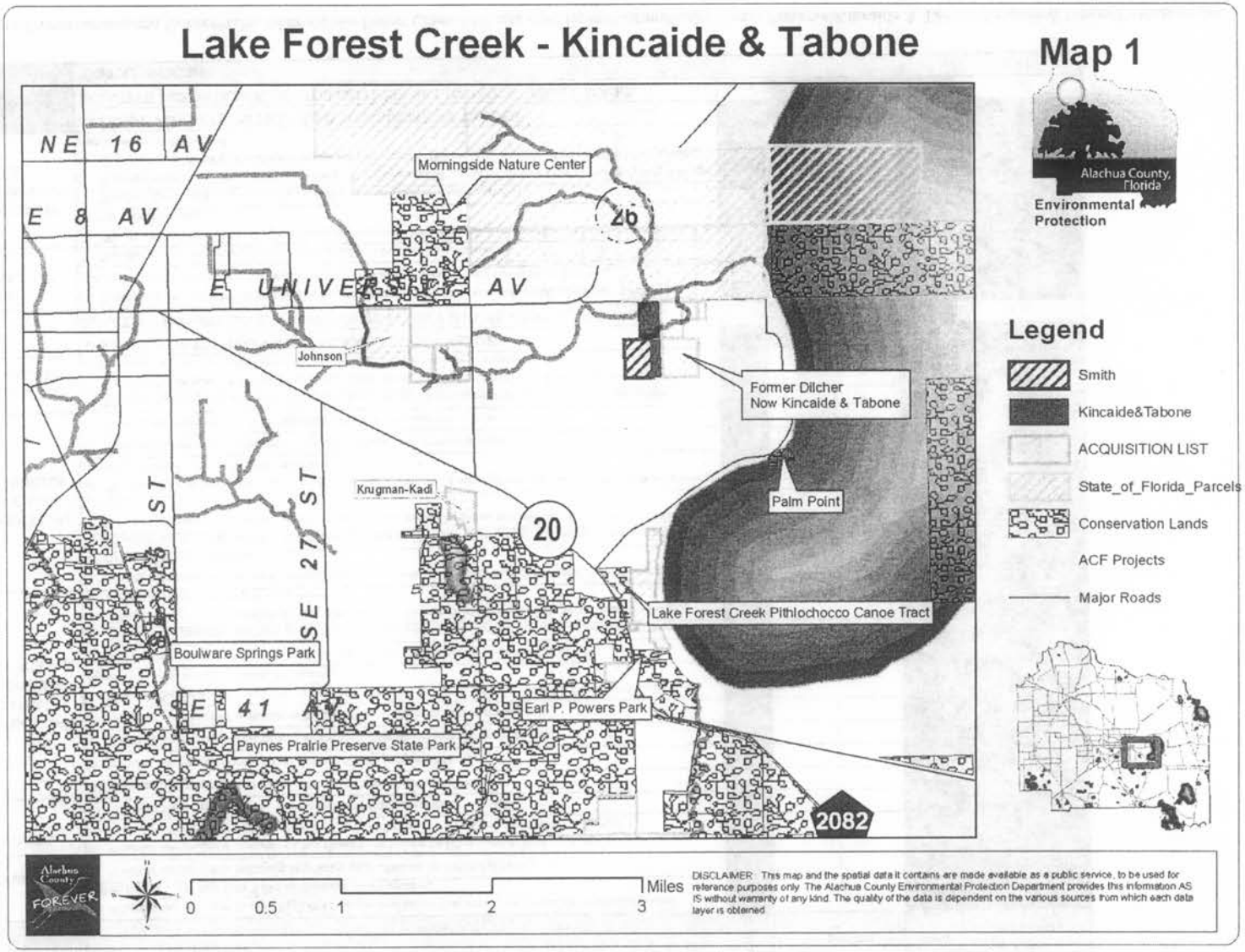
The Kincaide and Tabone property is composed of sandhill, mesic flatwoods, baygall, depression marsh, blackwater stream, and basin swamp. The wetland communities, which occupy the northern portion of the property, are in good to excellent condition. The depression marsh is in good condition except for hardwoods that are beginning to invade. Both the baygall and basin swamp are forested with mature native trees and are in good to excellent condition. A small segment of Lake Forest Creek traverses the property. Upstream it has been altered extensively; however, on the property it has not been altered. Fire maintained communities are located on the southern portion of the property except for flawoods that separate the baygall from the basin swamp. Prior to acquisition by the current owner, the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the west has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and species that will carry fire (grasses and longleaf pine). The sandhill that has undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in fair to poor condition. No invasive plants were noted

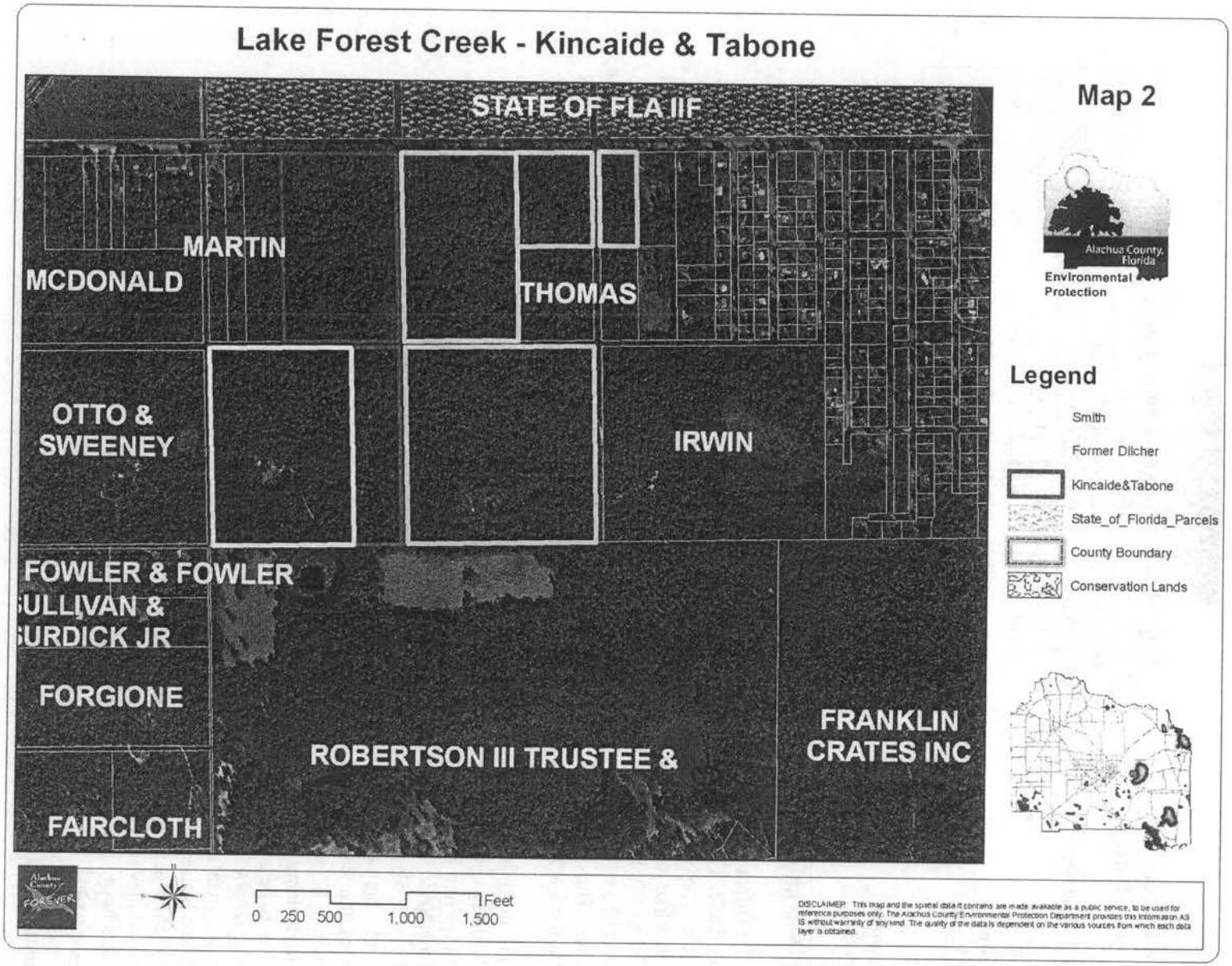
during the visit. *Rhododendron canescens* (State Listed as commercially exploited) was blooming at the time of the evaluation.

The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible.

Alachua County land use and zoning designations are Residential Estate and Agricultural, respectively. Gross density allowed would be governed by the zoning district -- one dwelling unit per five acres (1 unit / 5 acres). The following resources are present on the property 21.7 acres (70%) of 100-year Floodplain, 24.3 acres (78.4%) of Surface Waters and Wetlands, and 100% of the property is strategic ecosystem. It appears that realistic development potential of the property is a single lot / dwelling of at least three acres, located outside of the required Conservation Management Area. Current regulations specified in the Comprehensive Plan and Unified Land Development Code, require development outside of conservation resources (i.e., set-aside of wetland buffers and up to 50% of upland acres for protection of strategic ecosystems). Up to 27.5 acres (88.7% of the property) could be protected as Conservation Management Area leaving only enough acreage for 1 development unit given that minimum lot size within the zoning district is 3 acres.

Lake Forest Creek - Lake Forest Preserve (Kincaide&Tabone)					4/12/2010
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		1		
	D. Whether the property serves an important flood management function.		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		1		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		2		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		2		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.60	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.40
	TOTAL SCORE				6.80


Lake Forest Creek - Kincaide & Tabone
Map 1
Alachua County, Florida
Environmental Protection
NE 16 AV
E 8 AV
E UNIVERSITY AV
Morningside Nature Center
26
Johnson
Former Ditcher
Now Kincaide & Tabone
Palm Point
Krugman-Kadi
20
SE 27 ST
Lake Forest Creek Pithlochocco Canoe Tract
Boulware Springs Park
E 41 AV
Earl P. Powers Park
Paynes Prairie Preserve State Park
2082
Legend
Smith
Kincaide&Tabone
ACQUISITION LIST
State_of_Florida_Parcels
Conservation Lands
ACF Projects
Major Roads
Alachua County FOREVER
N
0
0.5
1
2
3
Miles
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.


Lake Forest Creek - Kincaide & Tabone
STATE OF FLA IIF
MARTIN
MCDONALD
THOMAS
OTTO &
SWEENEY
IRWIN
FOWLER & FOWLER
ULLIVAN &
URDICK JR
FORGIONE
ROBERTSON III TRUSTEE &
FRANKLIN
CRATES INC
FAIRCLOTH
Map 2
Alachua County, Florida
Environmental Protection
Legend
Smith
Former Dilcher
Kincaide&Tabone
State_of_Florida_Parcels
County Boundary
Conservation Lands
Alachua County FOREVER
0 250 500 1,000 1,500
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Lake Forest Creek
Dilcher
05/10/2007

Project Score:		**7.33 of 10.00**
Inspection Date:		May 24, 2007
Size:		69.06 acres
Parcel Numbers:	17899-041-000	58.02ac
	17902-000-000	11.04 ac
S-T-R:		6-10S-21E
Buildings:		0
Just Value:	$32,400	$469/ac

Natural Communities:	
Basin Swamp	Excellent – Good
Blackwater Stream	Good
Xeric Hammock	Good – Fair
Sinkhole Lake	Excellent – Good
Upland Mixed Forest	Excellent – Good
Upland Pine Forest	Fair – Poor
Sandhill	Fair – Poor
Flatwoods	Good – Fair

REPA Score: 7.42 of 9.44 Lake Santa Fe Project
KBN Score: Ranked 14th of 47 projects - Eastside Greenway

Overall Description:

The Dilcher property is located on East University Avenue east of the split from SR 26, near Newnan's Lake. The owner is interested in selling a conservation easement to the County as a deep bargain sale. The owners intend to continue utilizing the property for research and personal enjoyment. They would like to hold approximately 5 acres out of the conservation easement on which to construct 1 to 3 cabins or a home near the sinkhole lake on the southern end of the property. On the entire property they would like to retain the rights to conduct research of various types and to harvest single trees to turn into lumber. The owners will maintain existing trails on the entire property and perhaps construct a few more near the 5 acres to be excluded from the conservation easement on the southern end of the property.

The north-eastern ~11 acre parcel is composed of successional flatwoods, good to excellent quality basin swamp, and a branch of Lake Forest Creek. The remaining ~ 58 acres is diverse with respect to the number of natural communities present. The drier communities include successional sandhill and xeric hammock. These communities grade into flatwoods and good quality upland mixed forest. There is also a sinkhole lake on the property, a patch of successional upland pine forest, a basin swamp and a branch of Lake Forest Creek, a blackwater stream. The swamp system drains into Newnan's Lake via Lake Forest Creek. There are five eagles nests that have been active within the last 7 years within 0.75 miles of the property. Alligators have been observed on the property. There is one archaeological site listed in the Florida Master Site File on the property.

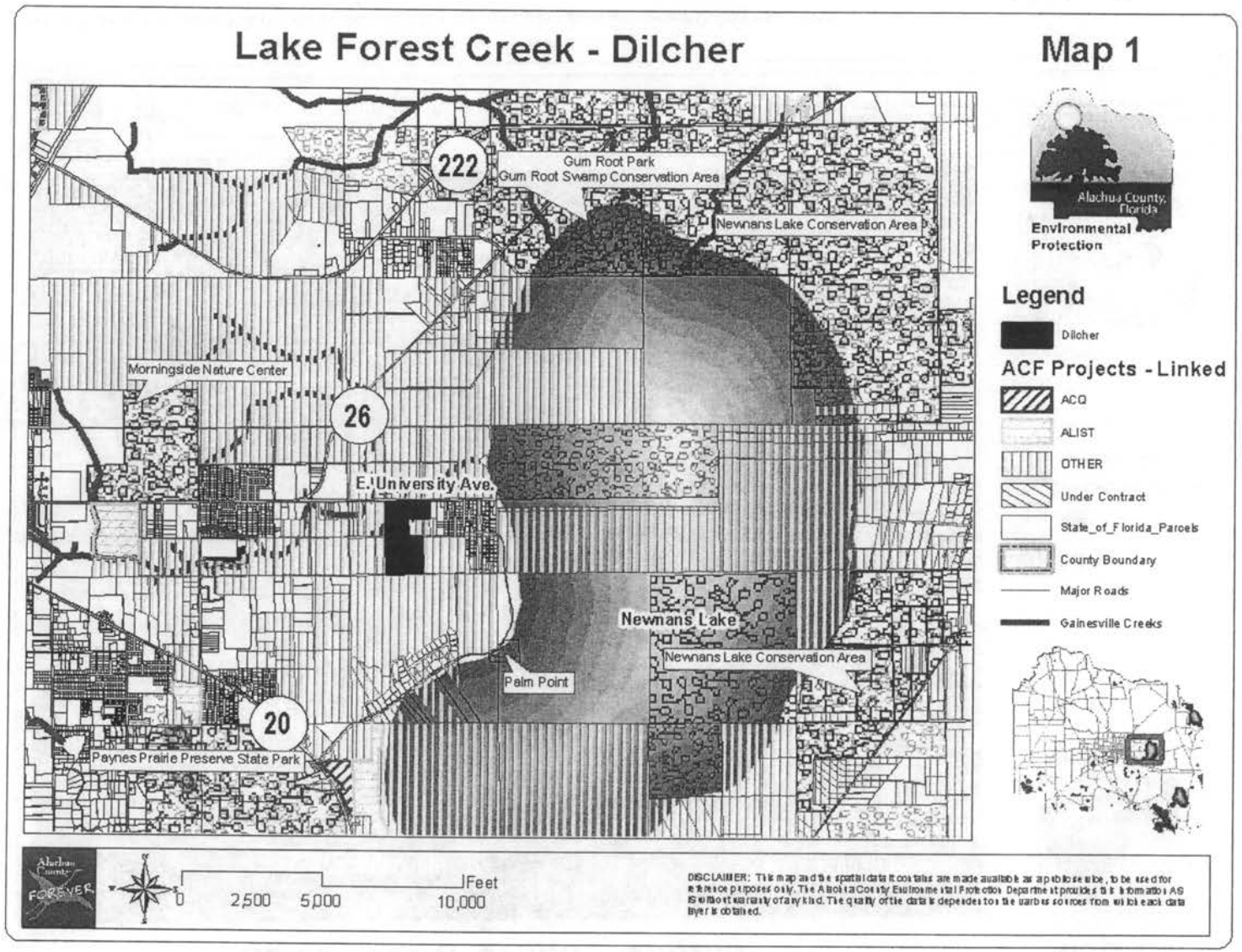
The large basin swamp that lies on the northern section of the property extends to the north and west of the Dilcher property. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction other branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services.

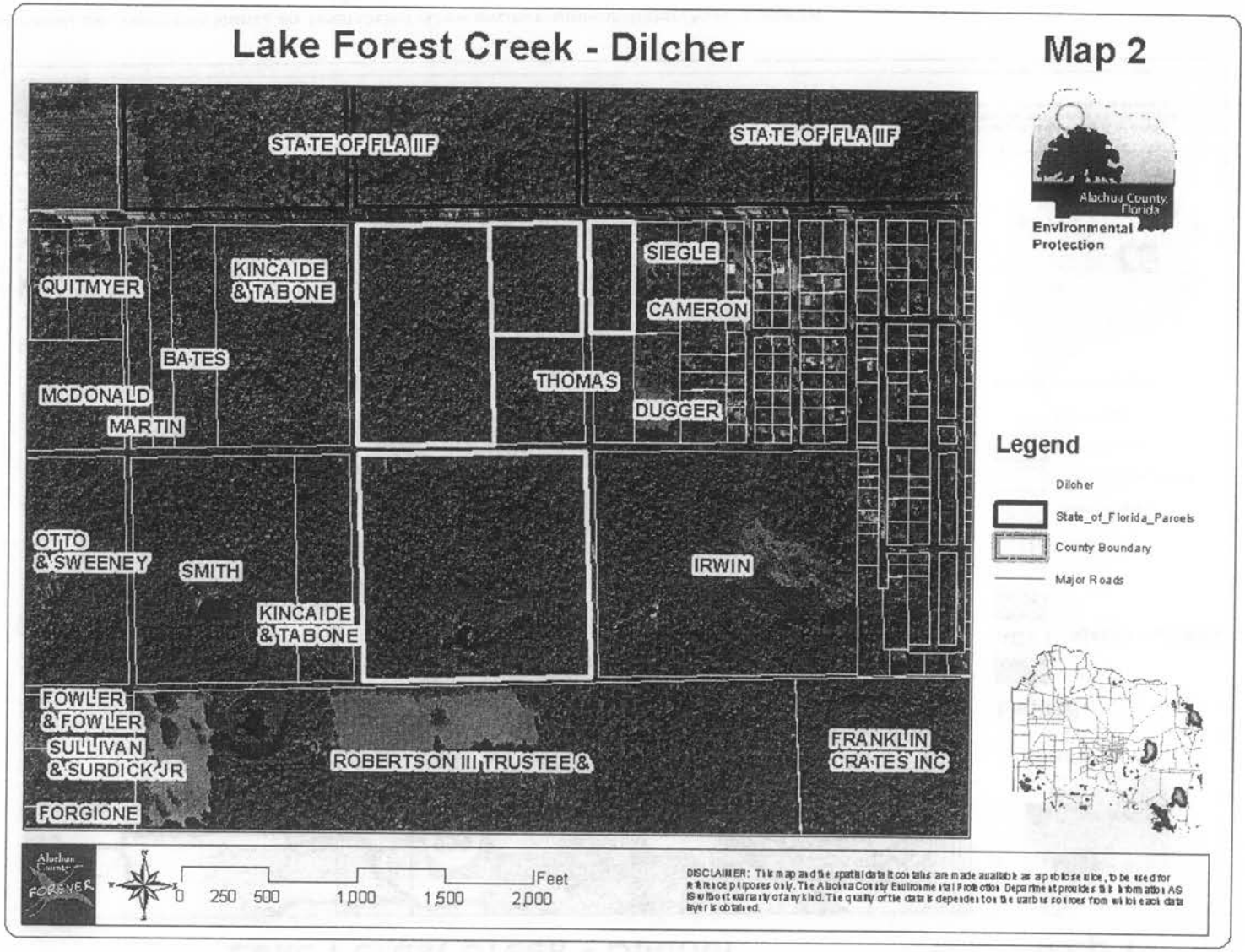
Dilchers actively utilize the property for biological research purposes. The management of the property includes floristic inventories and an interest in preserving the flora and fauna of the property. The owners have agreed in principle to cooperate with neighbors to re-introduce fire to the sandhill community. Dr. Dilcher also expressed a willingness to remove invasive exotic plants from the property. Mimosa was the only invasive exotic plant noted on the field visit, though alligator weed (Alternanthera philoxeroides), wax begonia (Begonia cucullata), and Japanese climbing fern (Lygodium

japonicum) are listed on the plant list maintained for the property. The Dilchers have planted non-native, though non-invasive palms in several locations on the property.

There is only moderate likelihood of the property being developed. The natural features (flood prone area, forested wetlands, Lake Forest Creek, and strategic ecosystem designation) appear to significantly constrain development potential for approximately 80% (wetlands and ½ of upland area) of the project area. The remaining upland portions of the property could be subdivided into 1 acre lots (or smaller if water and sewer is available). Access from E. University Avenue may be restricted due to wetlands and floodplain.

Lake Forest Creek - Dilcher		May 8, 2007			
CATEGORY	Criterion	WEIGHTING		Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		2		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		3		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		3		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		2		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		2		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		5		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		3		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			4.40	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6666667			2.93
	TOTAL SCORE				7.33


Lake Forest Creek - Dilcher
Map 1
222
Gum Root Park
Gum Root Swamp Conservation Area
Newnans Lake Conservation Area
Morningside Nature Center
26
E. University Ave.
Newnans Lake
Newnans Lake Conservation Area
Palm Point
20
Paynes Prairie Preserve State Park
Alachua County, Florida
Environmental Protection
Legend
Dilcher
ACF Projects - Linked
ACQ
ALIST
OTHER
Under Contract
State_of_Florida_Parcels
County Boundary
Major Roads
Gainesville Creeks
Alachua County FOREVER
0
2,500
5,000
10,000
Feet
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.



I:\Land Conservation\Land Conservation Matrix\Lake Forest Creek\LFC site specific evaluations\Dilcher\Dilcher Evaluation

Lake Forest Creek
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	February 3, 2003
Matrix Score:	7.42 of 9.44
Size:	5,540 acres
Number of parcels:	109
Number of owners:	79
Number of Buildings:	62

The 5,540 acre Lake Forest Creek (LFC) project is located on the west side of Newnans Lake, adjacent to the Gum Root Swamp Conservation Area (GSCA), Morningside Nature Center, Palm Point Park, and Paynes Prairie State Park. The Alachua County Forever East Side Newnans Lake project abuts the LFC project and includes the rest of the Newnans Lake perimeter, exclusive of existing conservation lands and developed areas. The Prairie Creek portion of the Lochloosa Connector is immediately south of the LFC project area. Hawthorne Road, University Avenue, NE 39th Boulevard, NE 55th Boulevard and Lake Shore Drive cross through the project area, Map 1.

The *Alachua County Ecological Inventory Project* (KBN Study) known as East Side Greenway overlaps the Alachua County Forever Lake Forest Creek Project (LFC). The purpose of the KBN Study was to identify, inventory, map, describe, and evaluate the most significant natural biological communities, both upland and wetland, that remain in private ownership in Alachua County and make recommendations for protecting these natural resources, KBN 1996. The East Side Greenways project was ranked 14th of 47 projects evaluated in the county, and categorized as above average.

The KBN Study summarized the East Side Greenway project by stating that, "This is a complex site designed to connect Paynes Prairie State Preserve, Morningside Nature Center, Gum Root Swamp, and the west shore of Newnans Lake at Sunland Park, at Palm Point, and at a third point farther south together by greenways while also including some high quality natural areas such as Palm Point Hill and several large swamps. The diversity of habitats is high and the significance for Morningside Nature Center of remaining connected to the larger areas of wildlife habitat is also high", KBN, 1996.

Protecting Water Resources:

Eighty-three percent of the Lake Forest Creek project is located in the confined aquifer zone of Alachua County. This zone of relative aquifer confinement stretches from north-central Alachua County southeastward comprising most of the eastern half of the county. It is a region of higher elevations underlain by at least 10 feet of clays or clayey sands of the Hawthorn Group which form an aquiclude to the Floridan Aquifer System, Macesich, 1988. The remaining 17% of the project site falls in the perforated aquifer zone. This is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer, Macesich, 1988.

According to the St. Johns River Water Management District's (SJRWMD) Aquifer Recharge map for Alachua County the LFC project is divided between all possible categories of recharge to the Floridan Aquifer system. The proportion of the LFC project contributing to each category is as follows: 12" recharge/year = 13% of the LFC project area, 8"-12" recharge/year = 30% of the LFC project area, 4"-8" recharge/year = 14% of the LFC project area, 0-4" recharge/year = 40% of the LFC project area, and Discharge = 6% of the LFC project area.

According to the USGS Water resources Investigation Report 88-4057, the property falls in an area of 1-10 inches of recharge per year, Aucott, 1988.

Approximately 60% of the total acreage is wetlands, has hydric soils, or falls within the FEMA 100 or 500 year flood hazard zone.

As part of their 2003 Legislative Agenda, Alachua County will request that the entire Orange Creek Basin be included in the State's Surface Water Improvement (SWIM) Program. This area includes Paynes Prairie, Newnans Lake, Lake Lochloosa, Orange Lake, and the impaired urban streams and lakes in the City of Gainesville. At this time Newnans, Lochloosa and Orange Lakes have shown increased levels of degradation. The Chlorophyll A concentration in Newnans and Lochloosa Lakes exceeds levels reported for Lake Apopka prior to restoration. Lake Lochloosa, Paynes Prairie and Orange Lake are designated "Outstanding Florida Waters".

The LFC project contains Lake Forest Creek and its tributaries which bring water from the urbanized areas of East Gainesville and the agricultural areas to the north into Newnans Lake. The forested wetland area around Newnans Lake is the only remaining natural filter to trap nutrients and sediments prior to discharge into the Lake. Protection of the northern tributary and restoration of the associated buffers would improve the quality of water discharged into Newnans Lake, Personal Communication Robin Hallbourg, Professional Geologist Environmental Protection Department.

Water exits Newnans Lake through Prairie Creek where it either flows into Paynes Prairie and then goes into Alachua Sink, or is channeled through Camps Canal into the River Styx and then into Orange Lake, Map 2.

Protecting Natural Communities and Landscapes:
Natural Communities

Scrub	Floodplain Swamp	**Other**
Sandhill	Basin Marsh	Rough Pasture
Xeric Hammock	Depression Marsh	Improved Pasture
Upland Mixed Forest	Basin Swamp	Old Field Pine
Wet Flatwoods	Shrub Swamp	Plantation
Mesic Flatwoods	Lake Shore Swamp	Low Impact
Scrubby Flatwoods	Dome Swamp	Development
Hydric Hammock	Sinkhole Lake	High Impact
Bog	Marsh Pond	Development
Baygall	Blackwater Stream	Farm Pond
Bottomland Forest		

The above list of natural communities is from the KBN study. The ecological quality of the natural communities ranges from poor to good, KBN 1996.

The ACF East Newnans Lake and the Lochloosa Forest- Levy Prairie Connector (Prairie Creek area) Projects are immediately east and south respectively of the LFC project. The preservation of the LFC project would connect Paynes Prairie State Park, Gum Root Swamp Conservation Area (GSCA) and Morningside Nature Center. Through the aforementioned areas, the LFC project would provide connections to the Lochloosa Wildlife Conservation Area, Austin Cary Flatwoods and Barr Hammock Levy Prairie ACF project.

Forty-seven percent of the LFC project is within the Florida Ecological Greenways Network (FEGN) un-named priority 6 project area. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide

Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network, Hoctor et al. 2002.

Approximately 6% of the LFC project falls within a Strategic Habitat Conservation Area for wading birds. Strategic Habitat Conservation Areas were developed by the Florida Fish and Wildlife Conservation Commission (FFWCC). They are private lands containing habitats critical to the continued survival of populations of inadequately protected plants and animals, Cox et al. 2000. These lands are essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future, Cox et al.1994.

Approximately 46 % of the site falls within the Florida Natural Areas Inventory (FNAI) priority four or five Habitat Conservation Priorities. FNAI's Habitat Conservation Priorities prioritize places on the landscape that would protect both the greatest number of rare species and those species with the greatest conservation need, Florida Natural Areas Inventory, June 2001.

About 7 % of the project area is delineated as Pine flatwoods, an Under-represented Natural Community. Under-represented Natural Communities are those natural community types that were inadequately represented on conservation lands in Florida. A natural community is considered to be inadequately represented on conservation lands if less than 15% of the original extent of that community is currently found on existing conservation lands. Under-represented natural communities include, seepage slope, upland hardwood forest, pine rockland, tropical hardwood hammock, sandhill, scrub, upland glades, and pine flatwoods. This data was developed by the Office of Environmental Services, Florida Department of Environmental Protection and FNAI, FNAI, December 2001.

Protecting Plant and Animal Species:

Common Name	Endemic/ Large Home-Range	Fed/State Status	FCREPA/FNAI Designation	Observed
Amphibians				
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM
Flatwoods Salamander	-/-	T/-	R/S2S3	SM
Gopher Frog	-/-	-/SSC	T/S3	SM,K
Striped Newt	-/-	-/-	R/S2S3	SM
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM,K
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM,K
Florida Pine Snake	-/-	-/SSC	SU/S3	SM,K,N
Gopher Tortoise	-/-	-/SSC	T/S3	F,N,K
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM,N
Spotted Turtle	-/-	-/-	R/S3?	SM,N
Birds				
Black-Crowned Night Heron	-/-	-/-	SSC/S3	SM
Black Rail	-/-	-/-	R/S3	SM
Cooper's Hawk	-/-	-/-	SSC/S3	SM
Florida Sandhill Crane	X/L	-/T	T/S3	F
Great Egret	-/-	-/-	SSC/S4	SM
Hairy Woodpecker	-/-	-/-	SSC/S3	SM
Least Bittern	-/-	-/-	SSC/S4	SM
Limpkin	-/-	-/SSC	SSC/S3	F,K
Little Blue Heron	-/-	-/SSC	SSC/S4	SM
Osprey	-/-	-/-	T/S3S4	SM,N

Mottled Duck	-/-	-/-	-/-	F
Snowy Egret	-/-	-/SSC	SSC/S3	SM
Southern Bald Eagle	-/L	T/T	T/S3	F,N,K
Swallow-tailed Kite	-/L	-/-	T/S2	F
Tricolored Heron	-/-	-/SSC	SSC/S4	SM
Wild Turkey	-/L			F
Wood Stork	-/-	E/E	E/S2	SM
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F
Northern Yellow Bat	-/-	-/-	SU/-	SM
River Otter	-/-	-/-	-/-	SM
Round-tailed Muskrat	X/-	-/-	SSC/S3	SM
Sherman's Fox Squirrel	X/-	-/SSC	T/S3	K,N
Invertebrates				
Free Mouth Hydrobe	-/-	-/-	- /S1	N

X= Endemic, L=species with large home ranges according to the Closing the Gaps in Florida's Wildlife Habitat System, S= observed by Alachua Co. EPD staff and/or an LCB subcommittee member, SM= documented on the Species Models maps created by the Florida Fish and Wildlife Conservation Commission, F= Focal species used for the most detailed analyses in the Closing the Gaps in Florida's Wildlife Habitat Conservation System, Florida Game and Fresh Water Fish Commission, 1994, N= Florida Natural Areas Inventory Element Occurrence, K=documented in the Alachua County Ecological Inventory Project.

Royal fern, cinnamon fern and greenfly orchid are listed plants that are quite common on the project site, KBN 1996. Catesby's lily, yellow-fringed orchid and rosebud orchid are found in Morningside Nature Center, and could occur in similar habitat types found on the project site if they were managed with fire, KBN 1996.

There are many exotics present on the site including paper mulberry, Chinese tallow, camphor tree, mimosa, air potato, chinaberry, and elephant ear, KBN 1996.

The Florida Fish and Wildlife Conservation Commission data shows six bald eagle nests on the project site and seven others within a mile and a half. The cluster of bald eagle nests around Orange, Newnans and Lochloosa Lakes has been apparent for the last twenty years, and is one of the densest populations in the state of Florida, personal communication Steve Nesbitt, FWCC.

About 21% of the site is within Regional Biodiversity Hotspots. The purpose of the Regional Biodiversity Hot Spots maps, developed by FFWCC, is to "convey more detailed information on the known locations of as many components of biological diversity as possible, regardless of whether or not they fall within proposed Strategic Habitat Conservation Areas, to help meet the need for conservation information at regional and local levels", Cox et al. 1994.

Achieving Social and Human Values:

Approximately 34% of the LFC area falls within a Priority 1 or 2 Natural Resource-based Recreation Area, Knight, et al. 2000, and 47% is within a priority 6 Ecological Greenway. The Natural Resource-based Recreation map was developed by FNAI in collaboration with DEP, FFWCC and DOF. The recreation potential of a site depends on available road access, presence of a water body or beach, proximity to urban areas, and size of the site. "These criteria were applied to Potential Natural Areas delineated by FNAI using aerial photography and revised using the 1995 Water Management District land cover data. Sites were ranked by recreation potential." Knight, et al. 2000.

The LFC Project is part of the Emerald Necklace Land Conservation Initiative – "a publicly accessible, connected, and protected network of trails, greenways, open space, and waterfronts surrounding the Gainesville urban area".

Alachua County received $100,000 in Federal funds to assist with the implementation of the Emerald Necklace Initiative. These funds are slated for the development of the Lake Pithlachocco – Historic Overlook Project, an interpretive feature showcasing the largest cache of dugout canoes found in North America, and the Native Americans that lived in the area. This feature, located on the shore of Newnans Lake, will be a recreational and educational destination.

The LFC project would link the GSCA, Morningside Nature Center, Palm Point and Paynes Prairie State Park. It is easily accessible and close to the urban area. The property provides very good opportunities for compatible resource based recreation.

The LFC project falls within the Plan East Gainesville Project Area. The January 2003, DRAFT Plan East Gainesville-Final Report seeks a "comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility", Renaissance Planning Group, January 2003, page 2. The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods", Renaissance Planning Group, January 2003, page 45. Both the Newnans Lake and Lake Forest Creek Greenways are within the LFC project area. "Newnan's Lake Greenway and Lake Forest Creek Greenway are considered to be priorities in the plan. These greenways should function as wildlife corridors, habitat linkages, passive recreational destination opportunities and support water quality improvement", Renaissance Planning Group, January 2003, page 45. See Attachment A for a description of Newnan's Lake and Lake Forest Creek Greenway.

Management:

"Some of the lands on the greenway site [East Side Greenway, KBN Site] are in good condition. The swamp and some of the hammock areas are doing fine with no management. However, even here, the need for control of invasive exotics will eventually require some management effort if the natural values are to be maintained. The sandhill and flatwoods areas need to be managed with fire to provide the habitat values needed by such animals as fox squirrels and gopher tortoise, and to maintain the native plant community. There are hundreds of species of native wildflowers that occur in the fire dependent habitats when they burn regularly, but which are eliminated completely if no fires occur for many decades", KBN 1996.

Development in close proximity to the project site will make prescribed fire and invasive plant control challenging.

Economic & Acquisition:

There are 109 parcels and 79 ownerships in the 5,540 acre Lake Forest Creek Project. The Alachua County Property Appraiser (ACPA) shows 62 buildings on their parcel data. The State of Florida is the largest land owner in the project area with 2,782 acres or 50% of the total project acreage. Approximately 1,200 acres of the LFC project is in Newnans Lake, approximately 327 acres of this is in State ownership. Taken together approximately 3,660 acres of the 5,540 acre site, or 66%, is either in State ownership or in Newnans Lake. The ACPA's 2002 Just Value or land value for the entire project is $8,011,500 or $1,446/ acre. The ACPA's total value (Just, Miscellaneous and Building) for the project area is $24,157,000 or $4,360/ acre. These figures are for comparative purposes between nominated

properties, and are not necessarily an accurate reflection of the true cost of the property if acquired by the Alachua County Forever Program.

The keystone parcels in the LFC project are the state owned tracts (Suniland Training Center, prison and Tacachale), Franklin Crates, Daemer, Robertson III Trustee, Tanton and Adkinson, Map 3.

State of Florida	2,782 acres	(~327 acres are within Newnans Lake)
Franklin Crates	495 acres	(~398 acres are within Newnans Lake)
Daemer	57 acres	
Robertson III	285 acres	
Tanton	10 acres	(Paynes Prairie Optimum Boundary)
Adkinson	15 acres	(Paynes Prairie Optimum Boundary)

Staff recommends working with the State to preserve the forested areas and wetlands, and enhance the riparian buffer around the stream corridor. This would help improve the quality of water discharged into Newnans Lake and preserve the connection between GSCA and Morning Side Park.

Ninety percent of the LFC project is in unincorporated Alachua County, and the remaining 10% is in the City of Gainesville. Ninety-one percent of the project area is zoned agriculture; the remaining 9% is split between residential, business and Public Service. The Future Land Use shows only 5% of the project area in agriculture, the remaining acreage is roughly 50% Institutional/Public Facilities, 38% Residential, 2% Industrial, 3% Commercial, less than 1% Preservation, less than 1% RECR. The project falls in the City of Gainesville's Urban Reserve and Urban Services Area. The density of houses adjacent to the project boundary, the radical change between the existing zoning and the Future Land Use, and the Draft Plan East Gainesville Final Report, indicate that this area will be under significant development pressure in the near future.

Other:

There are 21 archeological sites within the LFC project area as listed on the Florida Master Site File by the Division of Historical Resources. This includes the "Lake Pithlachocco Canoe Site" where a large number of log boats dating from 1250-1600 AD were found when the water level in Newnans Lake dropped.

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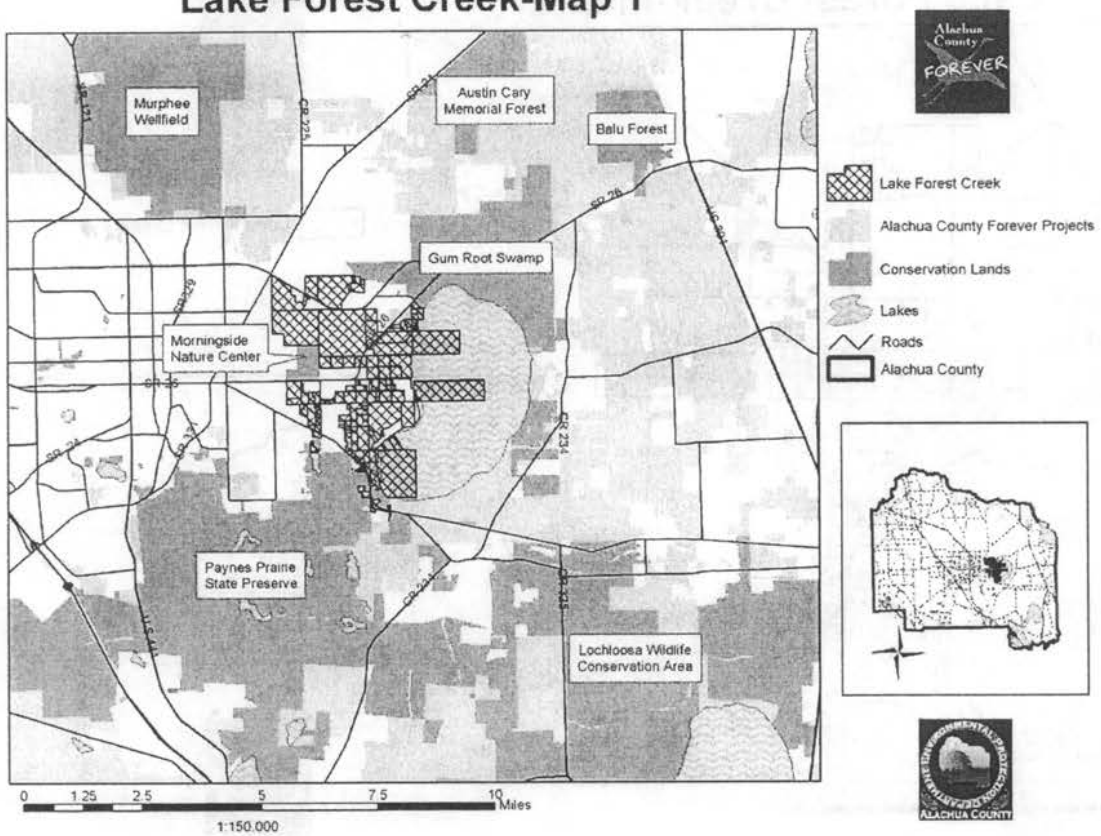
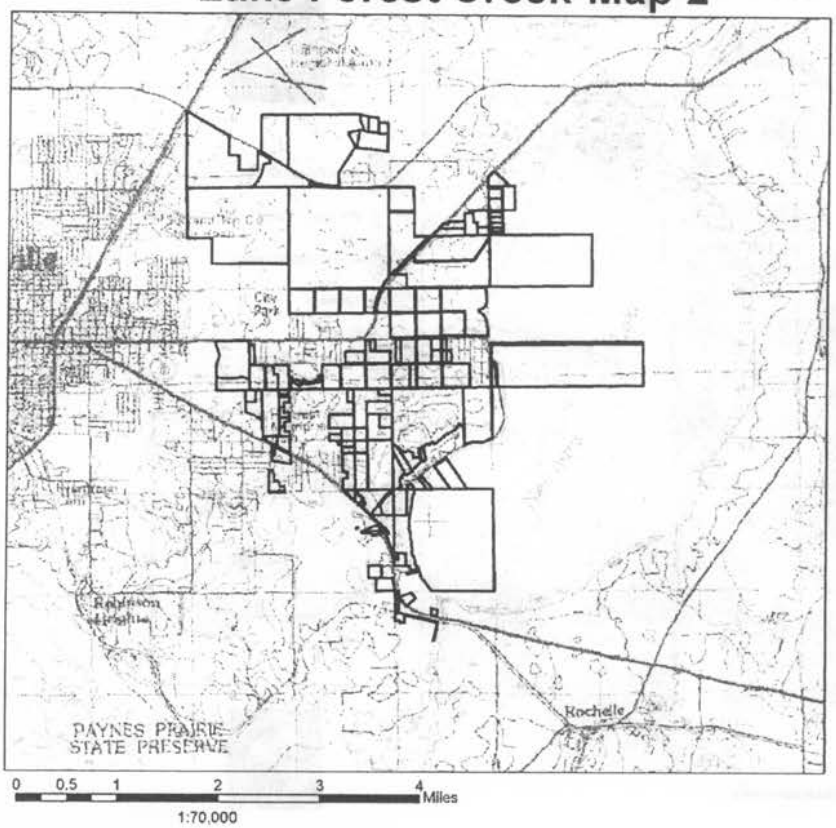
Lake Forest Creek	Draft date: Februrary 14, 2003				
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		3		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		4		
	D. Whether the property serves an important flood management function		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		5		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		5		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		4		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		5		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects		2		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		5		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		5		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		4		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		4		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species		3		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		5		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective		5		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.90	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.20
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		3		
	B. Whether this management can be completed in a cost-effective manner.		4		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		5		
	B. Whether the overall resource values justifies the potential cost of acquisition;		4		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	D. Whether there is an opportunity to protect the environmental, social or other values of the property through an economically attractive less-than-fee mechanism such as a conservation easement		0		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.33	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.22
	TOTAL SCORE				7.42

Lake Forest Creek-Map 1



Lake Forest Creek-Map 2

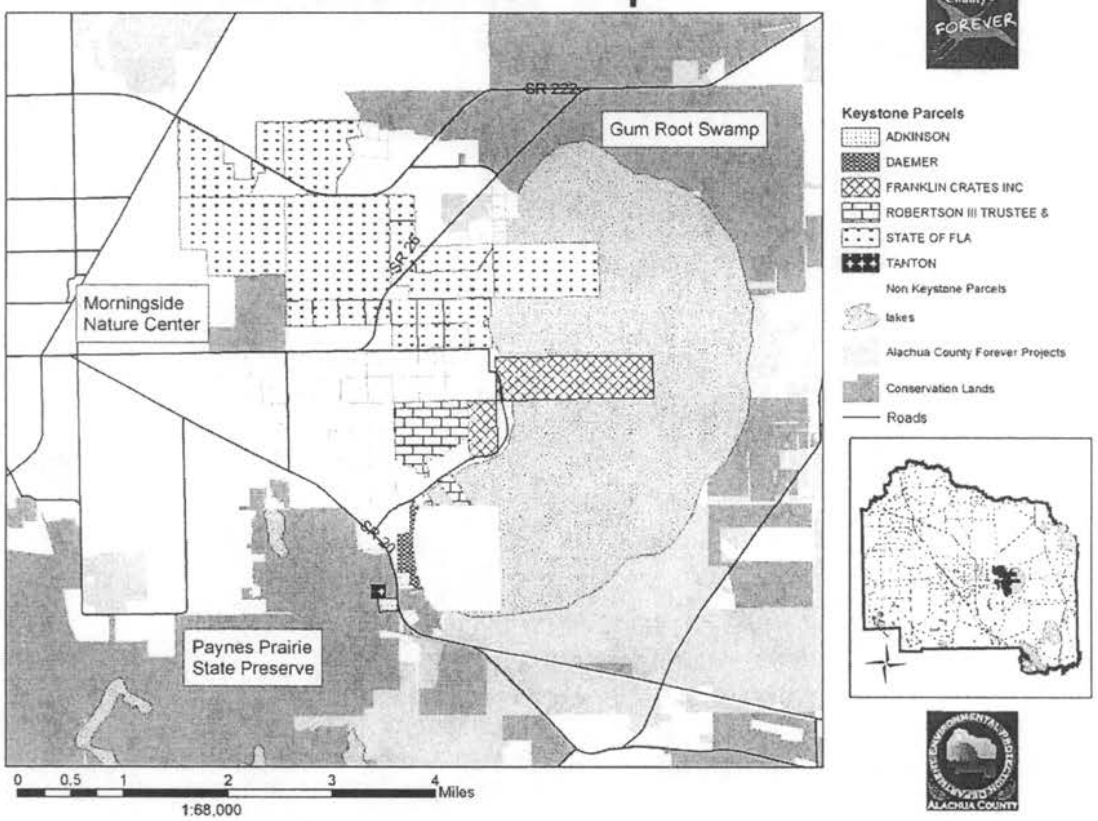


Alachua County FOREVER

Lake Forest Creek

ENVIRONMENTAL PROTECTION DEPARTMENT
ALACHUA COUNTY

Lake Forest Creek- Map 3



Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Land Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Kincade and Tabone	103	170,000	8,200	-	125	$ 8,325

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Kincade and Tabone	925	20,000	3,000	1,000	$ 24,925	**$ 203,250**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	**Total Costs for initial 10 years**
Kincade and Tabone	103	$ -	$ 550	$ 5.34	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

Lake Forest Creek
Kincaide & Tabone **103 acres**

The Kincaide & Tabone property will be protected through a conservation easement. As such, the county management responsibilities will be limited to monitoring the conservation easement, unless a different arrangement is negotiated with the owners.

Monitoring = $550/year for site inspection and write-up.

DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND EASEMENTS FOR PARCELS A - P, LAKE FOREST - LAKE PARKS

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into this 18th day of August, 1992, by WOODLAND III, a Florida partnership, hereinafter referred to as "Declarant", the owner of the real property subject to these Restrictions and Protective Covenants, which property is described with more particularity as:

Parcels A - P as more particularly described in Exhibit "A" attached and made a part hereof, being a portion of Lake Forest - Lake Parks, a subdivision as per the plat thereof recorded in Plat Book A, Page 152 in the Official Records of Alachua County, Florida. The foregoing lands are collectively referred to in this instrument as the "Property".

NOW THEREFORE, in consideration of the premises and the covenants contained in this instrument, the Declarant hereby declares that the Property will be owned, held, used, transferred, sold, conveyed, devised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens set forth in this instrument. These Protective Covenants are a covenant running with the Property and are binding on the Declarant and on all persons deraigning title through the Declarant. These Restrictions and Protective Covenants are a benefit of and are a limitation on all present and future owners of the Property. The Declarant reserves the right to amend these covenants and restrictions for the purpose of curing any scrivener's error, ambiguity or inconsistencies.

The provisions of these Protective Covenants are in addition to and not in lieu of any present or future State, County, or other governmental policies or ordinances affecting land use and other matters. All Owners of the Property agree and covenant to each other to abide by all such ordinances and policies.

1. If anyone violates any of the Protective Covenants contained in this instrument, then the Declarant or the Owner of any portion of the Property can enforce these Protective Covenants.

2. For purposes of this instrument, the term "Southern Buffer Area" shall mean all lands located within the southerly 300 feet of parcels A, B, C, D, or E. The term "Northern Buffer Area" shall mean all lands located within the northerly 300 feet of Parcel F. The term "Interior Buffer Areas" shall mean any lands located within 150 feet of the westerly boundary line of parcels B, C, D, E or F.

3. The following restrictions and limitations shall apply with respect to all lands in the Southern Buffer Area, the Northern Buffer Area and/or Interior Buffer Areas:

A. No camping shall be permitted.

B. The storage or use of travel trailers, campers, motor homes and temporary dwellings shall be prohibited.

C. The keeping of any variety of swine or fowl shall be prohibited.

D. Construction or maintenance of any animal stalls, barns or pens shall be prohibited.

E. No permanent dwelling which has a ground floor area, exclusive of open porches or garages, of less than Seven Hundred Twenty (720) square feet shall be permitted. Mobile homes will not be allowed unless they are less than three (3) years old (age shall be defined from original titling and setup date) when placed on the Parcel and meet the size requirement of 720 square feet as required above. All mobile homes must be underskirted at the time of set up or placed on the Property and must be set up and maintained in a neat and orderly fashion. All construction must meet applicable governmental requirements.

4. No discharge of firearms shall be permitted in parcels A, B, C, F, nor in the southerly 1330 feet of parcels D and E.

5. The operation of commercial firing ranges is prohibited. The owner of a parcel shall not permit the discharge of firearms in any circumstances in such a way as to constitute a nuisance or danger to other parcel occupants. The discharge of more than 50 rounds of ammunition on a Parcel within a 24 hour period shall per se constitute a nuisance for purposes of this paragraph.

6. The Owner of a parcel shall not permit trash, junk, garbage or abandoned automobiles to remain on the parcel, and the Owner shall promptly remove same upon request. In addition to any other remedies at law or in equity, the same may be removed from any parcel at the sole expense of the Owner of the Parcel, if not removed by the Owner within thirty (30) days of receipt of written notice mailed to the Owner by certified or registered mail.

RECORDED OFFICIAL RECORDS
92 SEP 10 AM 8:18
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FL.

7. The foregoing Protective Covenants are to run with the Property and are binding on all persons claiming an interest in the Property until January 1, 2010. Thereafter, these Protective Covenants will be automatically extended for successive periods of ten (10) years with any changes and modifications, if any, as approved by the Owners. To be effective, such approval must be evidenced by the recording of an instrument placed on public record of Alachua County, Florida, and executed by Owners representing the ownership of not less than 75% of the original acreage covered by these Protective Covenants.

8. The Parcels currently derive access along Southeast 8th Avenue which generally runs along the southerly portion of each parcel. To ensure adequate access along said Avenue, the Declarant hereby reserves the right of ingress, egress, and public utilities along the southerly 40 feet of Parcel A and the southerly 60 feet of Parcels B, C, D, and E and grants the same for the benefit of the owners of Parcels B, C, D, E, and F.

9. Parcel E currently derives additional access along that portion of Southeast 4th Avenue which generally runs easterly from Parcel E to the easterly edge of Southeast 70th Street. To ensure adequate access along said Avenue, the Declarant hereby reserves the right of ingress, egress, and public utilities along the northerly 40 feet of Parcel F lying west of the easterly right of way of Southeast 70th Street and grants the same for the benefit of the owners of Parcel E.

10. Parcel B currently derives additional access from Southeast 51st Street. To ensure adequate access from said street, the Declarant hereby reserves the right of ingress, egress, and public utilities along the northerly 30 feet of the easterly 20 feet of Parcel A and grants the same for the benefit of the owners of Parcel B.

11. The Declarant reserves an assignable right to place a twenty (20) foot easement (being ten [10] feet on each side of all side lot lines) for the purpose of drainage and public utilities and a twenty (20) foot easement along the rear and front lot lines, including without limitation a twenty (20) foot easement for the aforesaid purpose along and adjacent to all roadways as shown on the plat of Lake Forest Lake Farms. The Owner of any lands covered by these Restrictions shall refrain from obstructing the natural drainage of the lands herein and shall keep any natural drainage ways as may exist on said lands clear. The Declarant, or his assigns, reserves the right to enter upon the lands covered by these Restrictions, without cost or liability to the Owner, to construct thereon channels and/or other drainage accessories in accordance with sound engineering practices, to enhance the drainage of the lands covered herein.

12. The cutting of any tree larger than six (6) inches in diameter (measured two feet above ground level) without the expressed written consent of the declarant (or successors) is prohibited, except that the declarant's consent is not required for removal of trees in a one-half (1/2) acre area which includes a dwelling site.

IN WITNESS WHEREOF, this Declaration of Restrictions and Protective Covenants for the real property herein described, has been executed by the Declarant named on the first page on the 18th day of August, 1992.

Signed, sealed and delivered
in our presence as witnesses:

N Odell Jr.
Witness #1 - sign name

H Edward Greene
Witness #1 - print name

Vicki L. Wight
Witness #2 - sign name

VICKI L. WIGHT
Witness #2 - print name

WOODLAND III, a partnership existing under the laws of Florida

BY: Dennis G. Lee
DENNIS G. LEE, as partner

STATE OF FLORIDA
COUNTY OF ALACHUA

PERSONALLY APPEARED before me, the undersigned authority duly authorized to administer oaths and take acknowledgements in the State of Florida, DENNIS G. LEE, as partner of WOODLAND III, personally known me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same on behalf of the partnership.

WITNESS my hand and official seal this 18th day of August, 1992.

This instrument was prepared by:
Dennis G. Lee, as partner
P. O. Box 1776
Gainesville, Florida 32602

Vicki L. Wight
Notary Public, State of Florida
VICKI L. WIGHT #AA000518
Notary's Printed Name & Commission No.

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JULY 15, 1995.

general\lfr.nss

O.R. BK 1873 PG 1288

EXHIBIT "A" TO THE DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND EASEMENTS FOR PARCELS A - F, LAKE FOREST - LAKE FARMS

PARCEL A

A parcel of land which includes a portion of that certain unnumbered lot in Lake Forest - Lake Farms subdivision, located south of Lots 22A through 25A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel A is described with more particularity as:

The East 3/4 of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 10 South, Range 20 East, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 10886

PARCEL B

A parcel of land which includes that certain unnumbered lot in Lake Forest - Lake Farms subdivision, located south of Lots 26A through 30A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel B is described with more particularity as:

The Southwest 1/4 of the Southeast 1/4 of Section 1, Township 10 South, Range 20 East, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 10886

PARCEL C

A parcel of land which includes that certain unnumbered lot in Lake Forest - Lake Farms Subdivision, located south of Lots 31A through 35A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel C is described with more particularity as:

The Southeast 1/4 of the Southeast 1/4 of Section 1, Township 10 South, Range 20 East, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 10886

PARCEL D

A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A and that certain unnumbered lot in Lake Forest - Lake Farms Subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel D is described with more particularity as:

The Southwest 1/4 of the Southwest 1/4 of Section 6, Township 10 South, Range 21 East, and lots 38, 39, 40, 38A, 39A and 40A of Lake Forest - Lake Farms according to the plat recorded in Plat Book A, Page 152 of the Public Records of Alachua County, Florida, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 17912 and 17899-1

OR 1873 PG 1489

EXHIBIT "A" TO THE DECLARATION OF RESTRICTIONS, PROTECTIVE COVENANTS AND EASEMENTS FOR PARCELS A - F, LAKE FOREST - LAKE FARMS (CONTINUED)

PARCEL E

A parcel of land which includes Lots 41, 42, 43, 41A, 42A, 43A and that certain unnumbered lot in Lake Forest - Lake Farms subdivision, located south of Lots 41A through 45A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel E is described with more particularity as:

The Southeast 1/4 of the Southwest 1/4 of Section 6, Township 10 South, Range 21 East, and lots 41, 42, 43, 41A, 42A and 43A of Lake Forest - Lake Farms according to the plat recorded in Plat Book A, Page 152 of the Public Records of Alachua County, Florida, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 17912 and 17899-1

PARCEL F

A parcel of land which includes that certain unnumbered lot in Lake Forest - Lake Farms subdivision, located south of Lots 46A through 50A, inclusive, all as per the plat recorded in the Official Records of Alachua County, Florida in Plat Book "A" at Page 152. Parcel F is described with more particularity as:

The Southwest 1/4 of the Southeast 1/4 and that part of the Southeast 1/4 of the Southeast 1/4 lying west of Lake Shore Homesites according to a plat recorded in Plat Book A, Page 151 of the Public Records of Alachua County, Florida, in Section 6, Township 10 South, Range 21 East, subject to any and all restrictions, reservations, easements, rights-of-way and limitations of record, common to the subdivision or as shown on the plat thereof.

TAX PARCEL REFERENCE: A portion of 17912

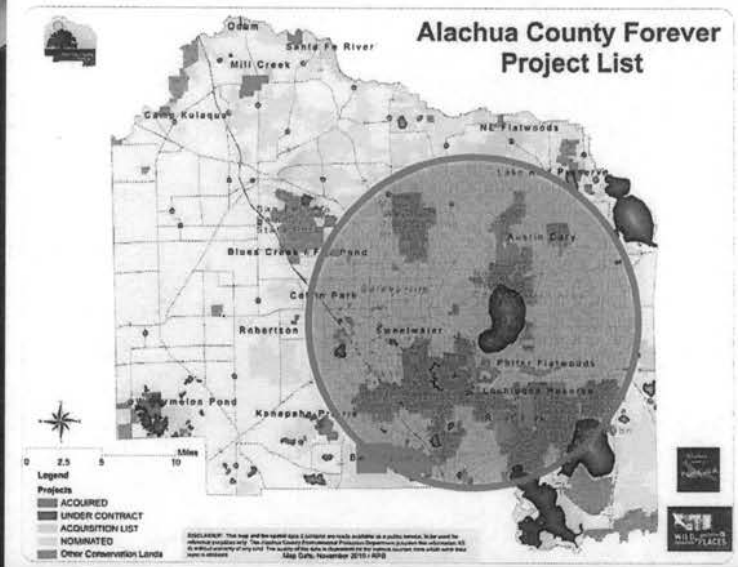
OR 1873 PG 1490

Alachua County Forever

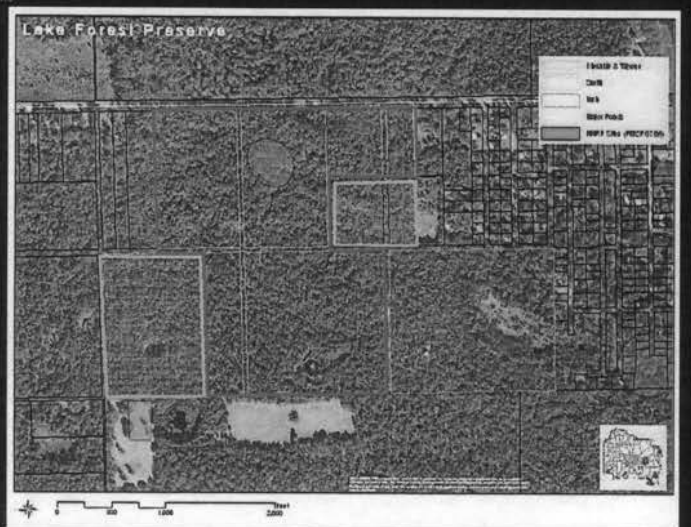
Lake Forest Creek

Kincade & Tabone Tract

March 22, 2011



Kincade & Tabone Tract



Kincade & Tabone Tract

• Nominated:		Grantors
	• LCB approval	April 22, 2010
	• BoCC approval	May 25, 2010
	• Contract	November 6, 2010
• Score:		7.33 & 6.80
• Size:		103 acres
• # Parcels:	3	
• # Owners:	2	

Kincade & Tabone Tract

- Purchase Price: $170,000
- Title, Appraisals, Survey, ESA $ 32,325*
- Total Cost to County: $203,325*
- Stewardship (annual): $ 550 *estimated
- 48th A-List Acquisition, 39th by County
  - 11th Acquisition with WSPP Funds.

Kincade & Tabone Tract

- Impact of the Conservation Easement
  - 1 of 3

Comparison of Rights			
Right	**Before Placement**	**After Placement**	**Relative Impact**
Title	Fee simple, subject to Declaration of Restrictions, Protective Covenants and Easements.	"Partnership" with conservation entity. Entity can direct use of property on behalf of conservation.	Significant decrease of existing rights and a significant encumbrance on the remaining rights. Significant impact on value.
Transferability	Fee simple right to sell, subject to Declaration of Restrictions, Protective Covenants and Easements.	Right to sell, subject to uses permitted by the easement and subject to written notice provided to Grantee of the transfer of any interest in order for Grantee to exercise "Right of first Refusal."	Significant decrease of existing rights from the before situation, having a moderate to significant impact on value in the after situation.
Division/Development of Property	Right to subdivide and develop property in accordance with market demand and zoning/land use guidelines and local/state/federal laws, subject to Declaration of Restrictions, Protective Covenants and Easements.	No division, partitioning, or subdivision of the property in any manner. All current and future residential, commercial, industrial, and incidental development rights that are allocated to, implied, reserved, or inherent in the property are terminated and extinguished and may not be used on or transferred to other property. However, the existing structure and one new residence are allowed on a five acre tract, with Grantee's approval.	Significant decrease of existing rights. Significant impact on value.
Structures	Fee simple right to construct, remove, and replace structures, subject to zoning/land use guidelines, local building codes, and Declaration of Restrictions, Protective Covenants and Easements.	An existing structure is allowed and may be used, repaired, and maintained in its current location. It may be demolished and rebuilt in the same location, with prior notice to Grantee. It may not be enlarged or moved. One new single family residence and associated appurtenant structures may be built on the property. All structures, including the existing structure, is to be located on a five acre building envelope, with the location approved by the Grantee. All buildings and impervious surfaces are not to exceed a footprint of 30,000 square feet.	Significant decrease of existing rights. Significant impact on current value.
Access	Fee simple right to control access, subject to Declaration of Restrictions, Protective Covenants and Easements.	Continued right to control access, subject to Grantee's right of access in order to monitor compliance with the terms of the conservation easement upon reasonable notice to Grantor. Grantee may access property to control or eradicate nuisance exotic plant species.	Moderate impact on remaining interest. Moderate impact on value.

Kincade & Tabone Tract

- Impact of the Conservation Easement
  - 2 of 3

Comparison of Rights			
Right	**Before Placement**	**After Placement**	**Relative Impact**
Agriculture	Subject to zoning/land use guidelines and Declaration of Restrictions, Protective Covenants and Easements.	No commercial agricultural use of the property. Grantor is permitted to keep domesticated pets and livestock (but not cattle or swine) within the five acre building envelope. Grantor may grow fruits and vegetables within the building envelope for personal consumption or for the Grantor's immediate family. No agriculture or animals shall be allowed within a 150 foot buffer around wetland areas, sinkholes, and other karst features.	Significant decrease of rights from the before situation. Moderate impact on value.
Vegetation	Fee simple right to remove, replace, transplant, and/or plant any and all forms of vegetation on the site in accordance with local zoning ordinances and local, state, and federal laws, subject to Declaration of Restrictions, Protective Covenants and Easements.	Right to remove trees or vegetation that are diseased, rotten, damaged, or fallen, or that pose a safety or health hazard, or is necessary to maintain existing roads and trails, or to control or eradicate nuisance exotic plant species. Grantor, for personal use, may harvest up to four non-wetland tree species per year. Timber may not be harvested from natural wetlands, and cutting or removing cypress from the property is prohibited.	Moderate decrease of rights from the before situation. Moderate impact on value.
Hunting/Fishing/Recreation	Fee simple rights to hunting, fishing, and recreation, subject to Declaration of Restrictions, Protective Covenants and Easements.	The Grantor retains the right to observe, maintain, and photograph the property and use the property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing, as long as these uses are consistent with the purpose of the Conservation Easement. Recreational use is also subject to the Declaration of Restrictions, Protective Covenants and Easements recorded in O.R. Book 1573, Page 1427 of the Public Records of Alachua County, Florida.	Moderate decrease of rights. Moderate impact on value.
Management	Fee simple right dependent on market conditions/demands and in accordance with the Declaration of Restrictions, Protective Covenants and Easements.	Must be compatible with easement objectives, easement owner/monitor, and in accordance with the Declaration of Restrictions, Protective Covenants and Easements recorded in O.R. Book 1573, Page 1427 of the Public Records of Alachua County, Florida.	Significant decrease of rights from the before situation. Moderate impact on value in the after situation.
Mining	Fee simple rights to all minerals, subject to terms of Declaration of Restrictions, Protective Covenants and Easements.	No mining activities allowed on property.	Moderate decrease of rights from the before situation. Minimal impact on value.

Kincade & Tabone Tract

- Impact of the Conservation Easement
  - 3 of 3

Comparison of Rights			
Right	**Before Placement**	**After Placement**	**Relative Impact**
Riparian	Fee simple right to use and/or alter water bodies and water courses, subject to local/state/federal laws, as well as Declaration of Restrictions, Protective Covenants and Easements.	No activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. No dredging of new canals, construction of new dykes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction of existing surface or subsurface water flow or natural water sources, freshwater lakes, ponds, and pond shores, marshes, creeks, or any other water bodies, nor any activities that would be detrimental to water purity or that could alter natural water level or flow in or over the property.	Minimal decrease of rights from the before situation. Minimal impact on value.
Roads/Trails	Fee simple, subject to proper permits and building guidelines, and subject to the Declaration of Restrictions, Protective Covenants and Easements.	Existing access driveway may be maintained, widened, and lengthened as necessary to provide access to the existing structure, new residence, and other improvements, as long as the road is permeable, conforms with all applicable laws and requirements, minimizes the impact on the conservation values of the property, and is accomplished with minimal removal of existing trees and canopy cover. Grantor has right to clean-up, open, maintain, and utilize roads and trails that were open and utilized at one time, but are currently overgrown. No other roads or trails may be constructed or created on the property. Fire lines for fire management and habitat maintenance are allowed.	Significant encumbrance on the remaining interest. Significant impact on value.
Vehicles	Fee simple right to use, subject to Declaration of Restrictions, Protective Covenants and Easements.	No operation of motorized vehicles, except within the building envelope, or outside the building envelope on established roads, or to protect or enhance the conservation values, or for emergency purposes.	Significant decrease of rights from the before situation. Moderate impact on value in the after situation.

Kincade & Tabone Tract

- Lake Forest Farms Covenants
  - O.R. Book 1873, page 1487, August 18, 1992

11. The Declarant reserves an assignable right to place a twenty (20) foot easement (being ten (10) feet on each side of all side lot lines) for the purpose of drainage and public utilities and a twenty (20) foot easement along the rear and front lot lines, including without limitation a twenty (20) foot easement for the aforesaid purpose along and adjacent to all roadways as shown on the plat of Lake Forest Lake Farms. The owner of any lands covered by these Restrictions shall refrain from obstructing the natural drainage of the lands herein and shall keep any natural drainage ways as may exist on said lands clear. The Declarant, or his assigns, reserves the right to enter upon the lands covered by these Restrictions, without cost or liability to the Owner, to construct thereon channels and/or other drainage accessories in accordance with sound engineering practices, to enhance the drainage of the lands covered herein.

- Staff working with Attorneys to clear this "defect"

Kincade & Tabone Tract

March 22, 2011 Regular Board Meeting
Agenda Item #33

Title
Resolutions to add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places. (Amended)

Amount
N/A

Description
Request for the Board to adopt the Resolutions to add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Recommendation
Adopt the Resolutions to add the referenced properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Alternative(s)
The Board should not adopt the attached Resolution.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1: Resolution adding Barr Hammock Preserve to the Alachua County Registry of Protected Public Places. Exhibit 2: Resolution adding Cofrin Nature Park to the Alachua County Registry of Protected Public Places. Exhibit 3: Resolution adding Lake Alto Preserve to the Alachua County Registry of Protected Public Places. Exhibit 4: Resolution adding Mill Creek Preserve to the Alachua County Registry of Protected Public Places. Exhibit 5: Resolution adding Northeast Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 6: Resolution adding Odum Preserve to the Alachua County Registry of Protected Public Places. Exhibit 7: Resolution adding Phifer Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 8: Resolution adding Sweetwater Preserve to the Alachua County Registry of Protected Public Places. Exhibit 9: Resolution adding Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places. Exhibit 10: Memo fro

Documents Requiring Action
Resolutions adding Barr Hammock Preserve, Cofrin Nature Park, Lake Alto Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Odum Preserve, Phifer Flatwoods Preserve, Sweetwater Preserve, and Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places.

Executive Summary
On November 8, 2008, a majority of the electors approved a charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election. Staff is requesting the Alachua County Board of County Commissioners adopt the attached resolutions (Exhibits 1 - 9) and add the first batch of properties to the Registry.

Background

Members of the BoCC and the community have expressed the concern that the lands owned by the County for the benefit of the public could one day be converted to another use or disposed. This concern was particularly acute with respect to the public investment in conservation lands, now amounting to $67 million; of which $32 million was from the County. In response to this concern, the BoCC asked County Attorney Dave Wagner to research options that would increase protection for these lands. On May 2, 2006, Mr. Wagner wrote a memo to the BoCC (Exhibit 10) presenting several options. Option #3, a Charter Amendment was chosen by the Board as the preferred route, and Mr. Wagner was directed to prepare an Ordinance that would present the referendum question to the voters. On August 12, 2008, the Alachua Board of County Commissioners (BoCC) adopted Ordinance 08-016 (Exhibit 11) to amend the County Charter, subject to referendum approval, to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election. On November 8, 2008, 75% of the electors approved the County Referendum to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first obtaining approval from a majority the electors voting in a countywide referendum election. The Charter language is attached as Exhibit A to Ordinance 08-016 (Exhibit 11). Exhibits 1-9 describe the first batch of Alachua County Forever sites that are ready for the registry. This batch encompasses 17 separate acquisitions. Each site has a unique Registration document (Exhibit A to Exhibits 1-9) which will be recorded in the County's public records. The Registration document describes the purpose of the acquisition, its location, public values, prohibitions and allowed uses. All these sites have BoCC-approved Management Plans, boundary surveys, and well-documented conservation values on file with the County. Staff is working on the remaining eight projects (encompassing 13 more acquisition) and will be bringing them to the BoCC at a future meeting. The six conservation easement projects and the Bishop & Henderson acquisition are discussed in more detail in the Issues section below. Environmental Protection Department staff presented the sites to be registered to the Community Planning Group (CPG) on July 7, 2009. The purpose of that discussion was to determine if there were reasons not to register any of the site or even if a portion of any of the sites should not be registered. The consensus of the CPG staff present was that there were no objections to the registration and it fulfilled the will of the voters. They supported moving forward to the BoCC.

Issues

Members of the BoCC and the community have expressed the concern that lands owned by the County for the benefit of the public could one day be converted to another use or disposed of. This concern is particularly acute with respect to the public investment in conservation lands, now amounting to $67 million; of which $32 million was from the County. The BoCC predicted, correctly as it turned out in 2008, that the public would support more permanent protection for these lands. Any registered Alachua County Forever property can be converted to a non-conservation use, or disposed of, if a majority of the voters in an election approved of the conversion or disposal. This may be appropriate as community values change and in the future or a more preferred use may be sought for these lands. In that instance, if the use is acceptable to the majority of the community, they should be able to pass the referendum removing the land from the registry or changing the use. Staff is still discussing registering Conservation Easements. Currently the easement may be amended or extinguished by simple agreement between the landowner and a majority of the Commission. Easements should only be extinguished when the purposes for which they were granted are no longer valid. However, they are occasionally amended for good reasons; either to strengthen the protections, to correct a deficiency, or to allow a use that would not impact the conservation values. Registering easements places that decision in the hands of the voters and not the Commission. This may unduly burden the landowner. As such staff would like additional time to discuss it with the landowners, the legal ramifications with the County Attorney, and the policy issues with County Management and the Commission. The City of Gainesville, Gainesville Regional Utility and the State Park Service is working on the design of the Sweetwater Branch Sheetflow Restoration Project. Staffs from the agencies are coordinating on the design and the City design team is investigating the feasibility of an entrance feature on or adjacent to the Bishop and Henderson acquisition on Williston Road at the Main Street terminus. One option being contemplated involves use of this property as an entrance. The design process has not moved forward far enough for EPD staff to decide if this property - in part or in its entirety - should be registered.

Fiscal Recommendation

n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Exhibit 7 Phifer Registry Reso.pdf
Attachment: Exhibit 9 Watermelon Pond Registry Reso.pdf
Attachment: Exhibit 10 Ordinance 08 016.pdf
Attachment: Exhibit 11 CAO memo to BoCC.pdf
Attachment: BoCC110322 registry.pptx
Attachment: Exhibit 2 Cofrin Registry Reso.pdf
Attachment: Exhibit 5 Northeast Flatwoods Registry Reso.pdf
Attachment: Exhibit 8 Sweetwater Registry Reso.pdf
Attachment: Exhibit 1 Barr Hammock Registry Reso.pdf
Attachment: Exhibit 3 Lake Alto Registry Reso.pdf
Attachment: Exhibit 6 Odum Registry Reso.pdf
Attachment: Exhibit 4 Mill Creek Registry Reso.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE COFRIN NATURE PARK ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Cofrin Nature Park identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this 22nd day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

1 Exhibit A. Cofrin Nature Park Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Cofrin Nature Park

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Cofrin Nature Park has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Cofrin Nature Park was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Cofrin Nature Park and has determined it is worthy of this level of protection.

GOALS:

Cofrin Nature Park is managed by the City of Gainesville. It will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Cofrin Nature Park is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural and residential uses, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site and the provision of compatible resource-based recreation. The management plan approved by the City Commission and County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

This 22.8-acre site is located in the heart of Gainesville on the north side of N.W. 8 Avenue at approximately N.W. 48 Terrace. It is part of the 30-acre Cofrin Nature Park co-owned with the City of Gainesville. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the property from the Cofrin Family on December 30, 2003. Originally, three parcels totaling 30.5 acres were nominated. The County declined to participate on a 7.7-acre parcel from this project because it was cleared and developed. In 2002, the City of Gainesville was awarded an FCT grant that provided 40% of the $1.5 million total purchase price of the entire 30-acre property. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state. The Seller donated 20% of the total for the 30 acres, the City contributed 9%, and Alachua County provided 40% of the total for just the 22.8 acres, amounting to $460,000.

PUBLIC VALUES:

The primary public value of Cofrin Nature Park is as an ecological refuge within an urbanized matrix. It is among the most-visited parks owned by Alachua County and it provides residents with a safe and pleasurable nature hike that is easily accessible to all ages.

Water Resources. Cofrin Nature Park protects, an urban recharge area and Beville Creek a Seepage Stream Natural Community identified by the Florida Natural Areas Inventory (FNAI) as an "imperiled" community. In addition, two small tributaries originate from seeps in the uplands on the east side of the property. Additionally the site protects groundwater and surface water from contamination and pollution that could result from development of the site. The St. Johns River Water Management District (SJRWMD) recognizes the area as a high aquifer recharge zone. The creek flows into Sugarfoot Prairie, a City of Gainesville wetland system managed for conservation. The ultimate discharge of the stream is Haile Sink, a direct aquifer recharge area.

Habitat. Public ownership of this property provides an opportunity to protect one of the few remaining large undeveloped parcels of land within the City's Northwest Urban Service Area. Proper stewardship will enhance and restore uplands that have been impacted by the 2000 outbreak of the Southern Pine Beetle as well as from past land practices. Slopes along Beville Creek constitute an Upland Mixed Forest natural community. The habitat is characterized by an overstory of hardwood trees including pignut hickory (*Carya glabra),* swamp chestnut oak, (*Quercus michauxii*), red maple (Acer rubrum), southern magnolia (*Magnolia grandiflora*), Sweetgum (*Liquidambar styraciflua)* and sweet bay (*Magnolia virginiana*). Loblolly pine (*Pinus taeda*) was a common species prior to the Southern Pine Beetle outbreaks of 1995 and 2000, although few of any size remain. Other plant species include, spruce pine (*Pinus glabra*), hop hornbeam (*Ostrya virginiana*), lady fern (*Athyrium filix-femina*), twinberry (*Mitchella repens*), hearts-a-busting (*Euonymus americanus*), and grape fern (*Botrychium* sp.). The upland portions of the property; although disturbed in the past from agricultural practices and more recently by outbreaks of the Southern Pine Beetle, are naturally regenerating and are characterized by a moderate representation of the diversity found in an Upland Mixed Forest communities. Soils indicate that higher elevations on the northeastern part of the property (approximately 4.5 acres) historically contained Mesic Flatwoods. However, the area was cleared or farmed and today very little characteristic Flatwoods overstory remains. Few, if any, slash pine can be found; instead the canopy consists mostly of

loblolly pine (*Pinus taeda*) and water oak (*Q.nigra*). The under story is more indicative of Flatwoods vegetation however, with staggerbush (*Lyonia ferruginea*), wax myrtle (*Myrica cerifera*), Jessamine (*Gelsemium sempervirens*), and huckleberry (*Gaylussacia* sp.). One Seepage Stream community exists on the property. Beville Creek enters from the northwest corner and transverses the entire property for approximately 0.25 miles to the southeast. Slopes along the creek are representative of an Upland Mixed Forest natural community. Plants that occur along the sides of Beville Creek include southern lady fern (*Athyrium filix-femina*) and other ferns, violets (*Viola* sp.), as well as elderberry (*Sambucus canadensis*), bluestem palm (*Sabal minor*), water oak, American hornbeam (*Carpinus caroliniana*), and hop hornbeam (*Ostrya virginiana*).

Wildlife. The Park provides protection for the Says spiketail damselfly. Other wildlife documented from the property by the Cofrin family during the period when it was their home includes red fox, turkey, otter, raccoons, possum, rattle snake, coral snake, black racer, armadillo, flying squirrel and gray squirrel, hawks, bald eagle, pileated woodpecker, blue jay, and cardinals along with a variety of songbirds.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. Cofrin Nature Park provides passive resource-based recreation within the restored uplands and provides active recreation and environmental education opportunities in the surrounding neighborhoods as well as for all citizens of Gainesville. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Site development will be designed to ensure protection, restoration, and preservation of the natural communities and listed species. All facilities will be situated to blend with surroundings and developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those natural resources.

Resource Management. The Park is in fair to good condition and will require restoration and management. The upland communities at Cofrin Nature Park are undergoing natural regeneration. The main stressors to the system are invasive non-native plants, development upslope and impacts from unchecked human use. Cofrin Nature Park has been impacted by past land use activities and current development of the surrounding areas. In 1995 and 2000, Southern Pine Beetles killed thousands of trees in Gainesville and destroyed many of the pines in the Upland Mixed Forest on the property. Consequently, the property was logged, although not all of the live (or dead) pines were removed from the site. Thus, many stumps, snags and fallen trees can be observed across the property. Additional disturbance to the upland portions of the site include the proliferation of invasive nonnative plants, human impacts such as in the area cleared for paddocks, the area cleared for pasture, the single-tract trails (mostly along the creek area), solid waste and fragmentation due to surrounding development.

The historic clearing of the land for agriculture has resulted in a relatively immature forest; with the exception of a few large Southern magnolias and live oaks in the uplands and swamp chestnut oaks along the creek corridor, most trees are of small to medium size. The site is naturally regenerating but will require some selective enhancement planting in approximately areas that were impacted by the cutting of pines or that were cleared for pasture.

The Seepage Stream Natural Community and the stream itself have been altered by development to the north, where a concrete-lined ditch replaced the natural streambed and to the south, altered by the bridge, culvert, retaining wall and abutment around the home site. The Seepage Stream Community has two known listed plants. These include Southern lady fern (*Athyrium filix-femina*) and Angle-pod (*Matelea gonocarpos*); both state listed threatened species found on the Florida Department of Agriculture and Consumer Service (FDACS) list. The greatest threat to the listed plant species is human disturbance, including trampling and collection, as well as bank erosion along the southern portion of the stream. Bank stabilization will be necessary to prevent further erosion, which can displace native and listed plant species, and sedimentation, which will create off-site impacts downstream within other parks, preserves, and natural areas. In addition, invasive non-native plant infestations can displace native plant populations.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for park management or to provide access for mobility-impaired persons engaged in permitted uses within the park. All development that does not enhance the goals of water quality protection and habitat protection and do not further recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not negatively impact the goals stated in the park management plan.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST:

Date: March 22, 2011

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

(Parcel id. 06375-007-000 & 06357-009-000)

LAND DESCRIPTION: (FURNISHED BY CLIENT)
PARCEL III:
LOT EIGHT (8), LESS THE SOUTH 617.5 FEET THEREOF; THE WEST 125 FEET OF LOT SEVEN (7), LESS THE SOUTH 617.5 FEET OF THE WEST 125 FEET; AND THE 30 FOOT STRIP SHOWN ON PLAT AS "RESERVED FOR ROAD" LYING NORTH OF LOTS EIGHT (8), AND NINE (9), AND NORTH OF THE WEST 125 FEET OF LOT SEVEN (7) OF PLESS PLACE, AS PER MAP OR PLAT THEREOF RECORDED IN DEED BOOK 195, PAGE 230, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

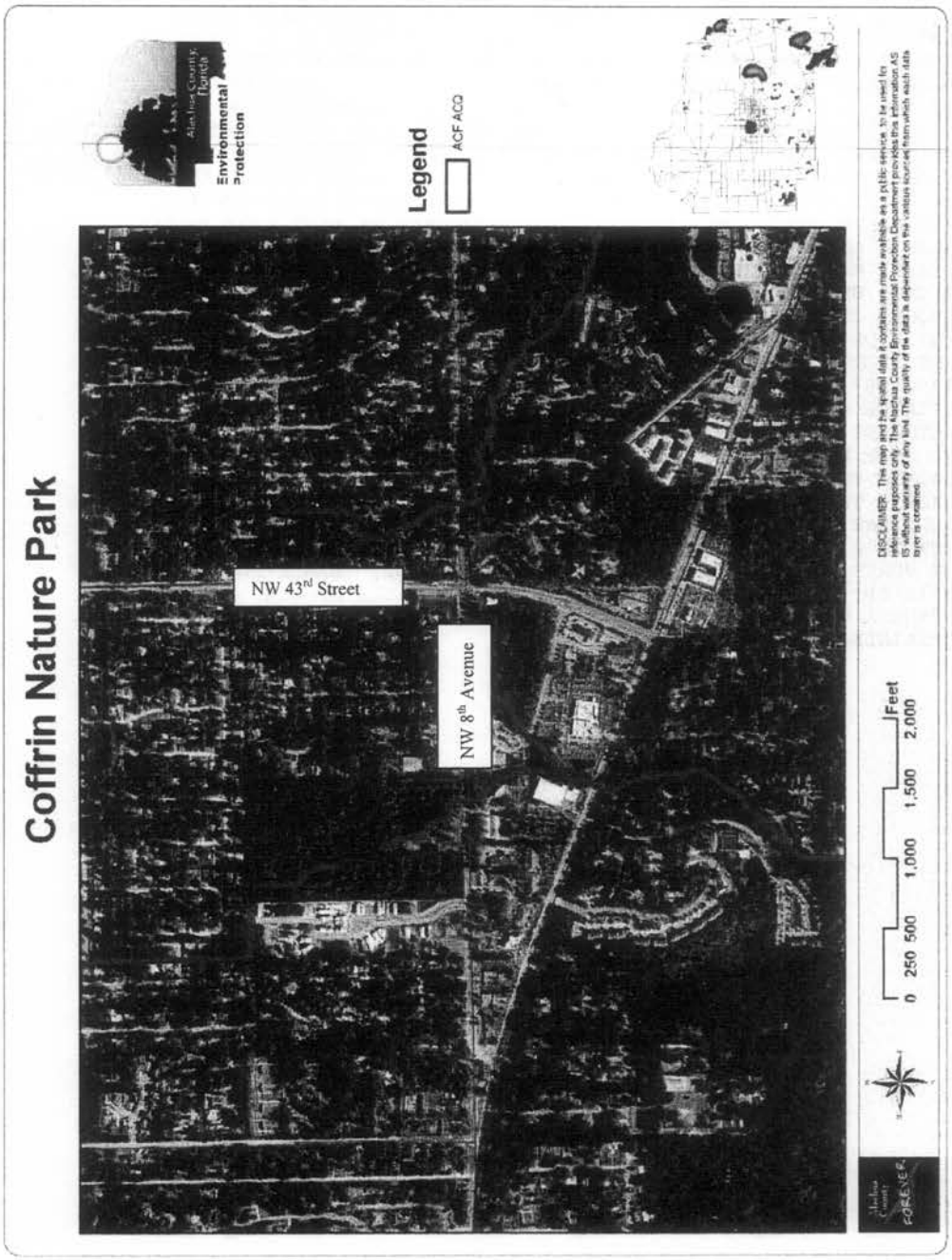
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 34 A DISTANCE OF 1375.00 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE NORTH 00°09'00" WEST A DISTANCE OF 50.00 FEET TO A FOUND 5/8" REBAR & CAP MARKING THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 8TH AVENUE; THENCE NORTH 00°24'56" EAST A DISTANCE OF 599.51 FEET TO A FOUND 4"x4" CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE NORTH 89°55'11" WEST A DISTANCE OF 541.14 FEET TO A FOUND CONCRETE MONUMENT; THENCE NORTH 00°25'23" EAST A DISTANCE OF 942.70 FEET TO A SET 5/8" REBAR & CAP (#3524) MARKING THE INTERSECTION WITH THE NORTH LINE OF A 30 POOT WIDE RESERVED ROADWAY LYING NORTH OF THE NORTH LINE OF PLOT 8 OF "PLESS PLACE" AND THE SOUTH LINE OF SUBURBAN HEIGHTS UNIT No. 8, AS PER PLAT BOOK "H", PAGE 34 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89°54'18" EAST ALONG SAID SOUTH LINE A DISTANCE OF 540.15 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LANDMARK WOODS, AS PER PLAT BOOK "M", PAGE 38, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE EAST LINE OF THE NORTHERLY EXTENSION OF THE WEST 125 FEET OF PLOT 7 OF PLESS PLACE; THENCE SOUTH 00°21'46" WEST ALONG THE WEST LINE OF SAID LANDMARK WOODS A DISTANCE OF 942.56 FEET TO THE POINT OF BEGINNING. CONTAINING 11.70 ACRES, MORE OR LESS.

LAND DESCRIPTION: (FURNISHED BY CLIENT)
PARCEL IV:
PLOT NINE (9), PLESS PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 195, PAGES 230, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 34 A DISTANCE OF 1375.00 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE OF SECTION 34 NORTH 00°09'00" WEST A DISTANCE OF 50.00 FEET TO A FOUND 5/8" REBAR & CAP MARKING THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 8TH AVENUE AND THE EAST LINE OF THE WEST 125 FEET OF PLOT 7 OF "PLESS PLACE"; THENCE NORTH 89°58'38" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 541.22 FEET TO A FOUND 4"x4" CONCRETE MONUMENT MARKING INTERSECTION WITH THE EAST LINE OF PLOT 9 OF "PLESS PLACE" AND THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE NORTH 00°25'23" EAST ALONG THE EAST LINE OF PLOT 9 OF "PLESS PLACE A DISTANCE OF 1542.75 FEET TO A SET 5/8" REBAR & CAP (#3524) MARKING THE INTERSECTION WITH THE SOUTH LINE OF SUBURBAN HEIGHTS UNIT No. 8, AS PER PLAT BOOK "H", PAGE 34, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE NORTH LINE OF A 30 FOOT WIDE RESERVED ROADWAY LYING NORTH OF THE NORTH LINE OF PLOT 9 OF "PLESS PLACE"; THENCE LEAVING SAID EAST LINE OF PLOT 9 NORTH 89°54'18" WEST ALONG SAID SOUTH LINE OF SUBURBAN HEIGHTS A DISTANCE OF 316.58 FEET TO A FOUND 5/8" REBAR & CAP MARKING NORTHEAST CORNER OF HILLCREST RESIDENTIAL PLANNED DEVELOPMENT, AS PER PLAT BOOK "23", PAGES 45, 46, 47, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE WEST LINE OF PLOT 9 OF "PLESS PLACE"; THENCE SOUTH 00°10'25" WEST ALONG THE EAST LINE OF SAID HILLCREST RESIDENTIAL PLANNED DEVELOPMENT A DISTANCE OF 1542.90 FEET TO A FOUND 5/8" REBAR & CAP MARKING THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 8TH AVENUE; THENCE SOUTH 89°56'09" EAST ALONG SAID NORTH RIGH-OF-WAY LINE OF N.W. 8TH AVENUE A DISTANCE OF 309.86 FEET TO THE POINT OF BEGINNING. CONTAINING 11.09 ACRES, MORE OR LESS.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE LAKE ALTO PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Lake Alto Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this 22nd day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Lake Alto Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Lake Alto Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Lake Alto Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Lake Alto Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Lake Alto Preserve and has determined it is worthy of this level of protection.

GOALS:

Lake Alto Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Lake Alto Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of nature-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 662-acre Lake Alto Preserve is located in northeastern Alachua County between Lake Alto and Lake Santa Fe. Lake Alto Preserve consists of two disjunct tracts separated by less than one-half of a mile, designated as Lake Alto North, also referred to as the North Tract, and

Lake Alto South, also referred to as the South Tract. Both tracts are accessible from and adjacent to County Road 1471. The North Tract is approximately 478 acres in size and is bounded by Lake Alto to the west, the Suwannee River Water Management District Lake Alto Swamp property to the northwest, and Lake Alto County Park to the south. Immediately south of the County Park is a large tract owned and managed by the Longleaf Ecology and Forestry Society (LEAFS), a non-profit land trust.

Lake Alto South is approximately 184 acres in size, and is bounded by Northeast 132nd Avenue to the north and the Santa Fe Canal to the south. The canal corridor provides a direct connection between Lake Santa Fe and Lake Alto, and also serves to connect all of the adjacent managed lands, up to the Santa Fe Swamp

ACQUISITION HISTORY:

Alachua County acquired the lands within Lake Alto Preserve with four separate fee simple purchases using Alachua County Forever funds. The South Tract was acquired from William F. Ramsden on October 26, 2005. Mr. Ramsden retained ownership of his driveway and residence site, which is now an inholding within Lake Alto South.

The North Tract comprises several parcels which were purchased separately. Approximately 254 acres was purchased from Crosley & Crosley on October 26, 2006. The 104-acre Overton parcel was purchased from Richard O. Overton on September 26, 2007. The 120-acre Lake Alto LLC parcel was purchased on February 7, 2008 by Alachua County and the Suwannee River Water Management District (SRWMD), each paying 50% of the purchase price. The Participation Agreement between Alachua County and SRWMD stipulates that Alachua County will assume primary land management responsibility for this tract.

PUBLIC VALUES:

The primary public value of the Lake Alto Preserve is as a wildlife corridor providing critical connectivity between Lake Santa Fe, Lake Alto, and public and private conservation lands lying north and south of the Preserve. In addition, the Preserve serves as an undeveloped buffer along the eastern shoreline of Lake Alto.

Lake Alto Preserve contains several distinct natural community types which span a range of dry, fire-maintained communities to wetland communities bordering Lake Alto, with mesic pine flatwoods as the dominant community type. The Preserve adjoins the conceptual Melrose to Waldo Blueway Trail.

Water Resources. Lake Alto Preserve lies in the Suwannee River watershed within the Santa Fe River Basin. The Floridan aquifer is largely confined in the location of the Preserve, in an area that is considered to be one of low vulnerability to potential contamination of the aquifer. Lands within the north and south tracts drain into Lake Alto or Lake Santa Fe, respectively. Both lakes are perched systems in which the water levels are maintained by runoff and seepage from the surficial aquifer. Water flows from the lakes into Lake Alto Swamp and Santa Fe Swamp, and ultimately into the Santa Fe River. The areas which contribute water to the Santa Fe River, including lands within and around Lake Alto Preserve, are considered to be areas of high aquifer recharge.

Lake Alto and Lake Santa Fe are both classified as Class III waters by the State, which are designated for "recreation, propagation, and maintenance of a healthy, well-balanced

population of fish and wildlife." Lake Santa Fe, Little Lake Santa and Santa Fe Swamp are classified as Outstanding Florida Waters by the State (Chapter 62-302.700 FAC). The shoreline of Lake Alto is relatively undeveloped when compared to that of Lake Santa Fe. Elevated nutrients have been observed in shoreline areas of Lake Santa Fe, likely due to anthropogenic changes from the increased use of septic systems and fertilizers.

The Preserve contains over 200 acres of wetland habitats, including basin swamp, lake shore swamp, dome swamp, and depression marsh. These natural communities are described in detail below.

Habitat. The majority of the uplands on the North Tract of Lake Alto Preserve are mesic flatwoods (approximately 228 acres). This pine forest is currently in fair to good condition. The understory is relatively rich in herbaceous plants through much of the flatwoods, although there are areas where shrubs are overly dominant to the exclusion of herbaceous plants. Characteristic understory plants include saw palmetto, dwarf huckleberry (*Gaylussacia dumosa*), bottlebrush threeawn (*Aristida spiciformis*), gallberry, various sedges and broomsedge (*Andropogon* spp.).

Mesic flatwoods also occur on the South Tract of Lake Alto Preserve (approximately 50 acres). One area in the northwest portion of the South Tract is in good condition. This area has mature longleaf pines with native perennial bunchgrasses in the understory.

A small block of sandhill (approximately 18 acres) lies near the central-eastern boundary of Lake Alto North. Many characteristic overstory and understory species are present including wiregrass (*Aristida stricta* var. *beyrichiana*), lopsided indiangrass (*Sorghastrum secundum*), sand post oak (*Quercus margaretta*), and longleaf pine (*Pinus palustris*). Active gopher tortoise (*Gopherus polyphemus*) burrows are frequent in areas where the canopy is more open. A small patch of sandhill also exists on the South Tract (approximately 12 acres), bordered to the northeast by a dome swamp, and otherwise surrounded by pine plantation established on old field.

Three areas of upland mixed forest occur within the Preserve, all within the South Tract. The northern-most area of upland mixed forest (approximately 4 acres) is in all likelihood former mesic flatwoods that was converted to agriculture and has since grown up in various oak and other upland mixed forest species. Remnant longleaf pine and wiregrass are rare but present.

Wet flatwoods communities occur in two locations within Lake Alto North (approximately 22 acres) typically as a transition between mesic flatwoods and adjacent wetland communities. These areas are characterized by a canopy dominated by very large loblolly bays, with slash pine, swamp bay (*Persea palustris*) and dahoon holly (*I. cassine*) also present. The understory consists of dense patches of fetterbush (*Lyonia lucida*), saw palmetto and large gallberry (*I. coriacea*) interspersed with open areas of hydrophytic sedges and forbs and *Sphagnum* mats. The wet flatwoods are in fair condition, owing to a lack fire and the accumulation of heavy, peaty soils around the bases of the canopy trees.

The basin swamp community on the North Tract of the Preserve fringes Lake Alto. This natural community is approximately 169 acres in size and is in generally good condition, dominated by loblolly bays in the overstory with Virginia willow (*Itea virginica*) and various ferns in the understory. Closer to the lake, cypress (*Taxodium ascendens*) becomes a larger

component of the overstory. Cypress stumps are present throughout the swamp. Two areas of basin swamp are present on the South Tract (approximately 7.1 acres). The first is along the southern boundary of the South Tract. This area is characterized by various ferns including royal fern (*Osmunda regalis*) on hummocks elevated above the water. Trees of various statures are also present including red maple, slash pine, loblolly bay and swamp bay. A fringe of basin swamp exists on the eastern boundary of the South Tract, with magnificent specimens of cypress and sweetgum, in addition to slash pine and red maple (*Acer rubrum*).

A narrow band of lake shore swamp (approximately 9 acres) occurs between the basin swamp community and Lake Alto within the North Tract. The lake shore swamp is in good to excellent condition, and is dominated by pond cypress and buttonbush (*Cephalanthus occidentalis*), with red maple, swamp and loblolly bays, wax myrtle, and ferns and rushes occurring on elevated hummocks. Two small depression marshes (approximately 0.4 acre) are located on the South Tract of the Preserve. The southern-most of these small wetlands has a relatively open, grassy understory with widely spaced, small diameter gum (*Nyssa sylvatica*) and red maple trees. The other marsh is between pine plantation and a disturbed area dominated by vines (*Vitus* spp., *Smilax* spp.). It too has an herbaceous understory with small diameter maples invading the wetland.

Five dome swamps totaling approximately 31 acres occur within the North Tract of Lake Alto Preserve. These swamps range in condition from poor to fair. Cypress logging has occurred within all of them at least once, and they are all fire-suppressed. Some loblolly bays of canopy stature remain, and regeneration of cypress via coppice and seed is occurring in cut over areas. The midstory is typically dominated by shrubs such as fetterbush and large gallberry.

One dome swamp (approximately 2.75 acres) occurs within Lake Alto South. This swamp lies within a small patch of remnant sandhill which is surrounded by pine plantation planted on former old field. This dome swamp is in good condition, with evidence of frequent inundation, small-stature mature cypress and myrtle leaf holly (*Ilex myrtifolia*) as components of the canopy, and maidencane (*Panicum hemitomon*) in the understory.

A very narrow band of swamp lake community lies east of the lake shore swamp along the edge of Lake Alto. This community (approximately 5.4 acres) consists of open water habitat with emergent and floating plants near the shoreline. Historic aerial photographs and shoreline vegetation indicate the lake is a permanent water body with some fluctuations in water level during extreme drought or rainfall periods. A dock is constructed in a portion of the swamp lake community, however it is elevated and does not appear to interfere with the growth of emergent or floating vegetation.

Several listed plant species are also present on the property. Cinnamon fern (*Osmunda cinnamomea*) and royal fern, both listed as Commercially Exploited by the State of Florida, have been observed in wetlands on both the North and South Tracts. Hooded pitcherplant (*Sarracenia minor*), and Blueflower butterwort (*Pinguicula caerulea*), both State Threatened plants occur within the North Tract. Little ladiestresses (*Spiranthes tuberosa*), also a State Threatened plant, occurs within the South Tract. In addition, FNAI element occurrences for slender leaf najad (*Najad filifolia*), another State Threatened plant, are located on the south end of Lake Alto and in two locations in Lake Santa Fe. Both occurrences describe the plant as common in the shallows. Although it has not been observed along the lake shore of the North

Tract or in the Santa Fe Canal on the South Tract, there is a possibility that it does occur on one or both of the properties.

Wildlife. Listed species known to occur on Lake Alto Preserve include the gopher tortoise (*Gopherus polyphemus*), which is listed as Threatened by the State of Florida, and is tracked by Florida Natural Areas Inventory (FNAI). One bald eagle (*Haliaeetus leucocephalus*) nest located just west of the North Tract is recorded in the Florida Fish and Wildlife Conservation Commission (FWC) registry of Bald Eagle Nests, and was last observed to be active in 1996. Eagles have been observed by staff utilizing portions of Lake Alto. Osprey (*Pandion haliaetus*), listed as a Species of Special Concern by the State and tracked by FNAI, also frequent Lake Alto and have been observed perching on trees at the edge of the Preserve.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Physical improvements proposed for Lake Alto Preserve may include trailheads, kiosks, interpretive signs, boardwalks, overlooks, benches, bicycle racks, a marked trail system, and improvements to the public-access dock on Lake Alto. Up to three trailheads are planned for the North Tract. A trailhead will be placed at the existing parking area for the Lake Alto County Park, providing access to designated Preserve trails via a constructed boardwalk through the basin swamp to the fill berm. A trailhead with a small, unpaved parking area and pedestrian pass-through may be located adjacent to County Road 1471. In addition, a trailhead may be established at the existing public-access dock on Lake Alto. The dock will be refurbished or reconstructed according to standards for public use in order to provide access to the site from the water.

An additional unpaved trailhead with pedestrian pass-through will be constructed on the South Tract, adjacent to Northeast 132nd Avenue.

A network of trails, utilizing existing roads and firebreaks, will connect the trailheads to interior portions of the Preserve. Interpretive exhibits detailing the natural and cultural resources of the Preserve will be placed along the trail system.

In addition to recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, construction of additional firebreaks to support prescribed fire management, and improvements to the existing security residence site and utilities.

If stormwater facilities are required to support improvements to the Preserve, they will be designed to provide recreational open space or wildlife habitat, and will have shallow slopes and not be fenced.

Resource Management. The Preserve North and South Tracts contain areas which require restoration and management. Management activities may include invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. In some areas, restoration may be achieved simply with the introduction of prescribed fire. There are approximately 50 acres of slash pine plantation on the South Tract. The pine plantation was planted in 1989 on improved pasture. The plantation will be managed in the immediate future

with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. All proceeds from timber thinning will be applied to restoration, management and improvements within Lake Alto Preserve or within other Alachua County Forever-managed Preserves.

Security Residence. A residence site is located on Lake Alto North, and consists of approximately 1 acre of cleared area within the wet flatwoods community. Within this cleared area is a double-wide mobile home, a raised septic drainfield, a well and pumphouse, a utility shed and raised driveway stabilized with recycled concrete rubble. Some lawn grasses are present on the site; however native groundcover persists along the edges. A mowed area at least 30 feet wide is maintained around the structure to create a space defensible against damage from wildfire or prescribed fire. Currently the residence is utilized as a security residence for the Preserve and the Lake Alto Boat Ramp.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row-cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not conflict with the stated goals of this Preserve.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST:

Date: March 22, 2011

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

"Lake Alto Preserve-Ramsden" Tract

The North Forty (40) feet of Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

And

Primary parcel

All of Government Lots 3, 4, 5, 6, and 7 lying North of Lake Alto-Lake Santa Fe Canal and East of County Road NE 1471, and the Northwesterly part of Lot 8 lying North of the Canal and West of Little Lake Santa Fe, all lying and being in Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

First less-out

LESS AND EXCEPT Rights of Way for County Road 1471 as per O.R. Book 148, Page 150 and O.R. Book 280, page 345, Public Records of Alachua County, Florida.

Second less-out

LESS AND EXCEPT the North Forty (40) feet of said Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, Alachua County, Florida.

Third less-out

LESS AND EXCEPT the following described parcel of land (being a modified legal description of the description found at O.R. Book 1805, Page 1909, Public Records of Alachua County, Florida):

A parcel of land located in the northwest one-quarter of Section 29, Township 8 South, Range 22 East, Alachua County, Florida and being more particularly described as follows:

Commence at a 6" x 6" concrete monument (no identification) marking the Southwest corner of the Northwest one-quarter of Section 29, Township 8 South, Range 22 East, Alachua County, Florida, thence North 01°19'38" West along the West line of said Section 29, a distance of 931.07 feet to a 1/2" iron rod & cap (LB 021) at the intersection with the East right of way line of County Road N.E. 1471 (100' right of way) and being a point on a curve concave to the West, having a delta of 00°12'16", a radius of 1959.86 feet and a chord bearing and distance of North 11°29'03" East, 7.00 feet respectively; thence along the arc of said curve and along the said East right of way line, a distance of 7.00 feet to a 1/2" iron rod & cap (LB 021) and the Point of Beginning; thence continue along the East right of way line and along a curve having a delta of 00°44'18", a radius of 1959.86 feet and a chord bearing and distance of North 11°00'45" East, 25.26 feet respectively; thence along the arc of said curve, a distance of 25.26 feet to a 1/2" iron rod & cap (LB 021); thence South 72°46'58" East, a distance of 370.57 feet to a 5/8" iron rod

& cap (3524); thence South 81°59'51" East, a distance of 292.41 feet to a 5/8" iron rod & cap (3524); thence North 81°39'00" East, a distance of 241.15 feet to a 5/8" iron rod & cap (3524); thence South 85°09'05" East, a distance of 309.19 feet to a 1/2" iron rod & cap (LB 021); thence South 51°41'38" East, a distance of 87.72 feet to a 1/2" iron rod & cap (LB 021); thence South 21°58'39" East, a distance of 351.03 feet to a 1/2" iron rod & cap (LB 021); thence South 81°32'21" East, a distance of 91.91 feet to a 1/2" iron rod & cap (LB 021); thence North 03°11'06" East, a distance of 300.40 feet to a 1/2" iron rod & cap (LB 021); thence South 87°35'55" East, a distance of 417.94 feet to a 1/2" iron rod & cap (LB 021); thence South 02°47'44" East, a distance of 308.03 feet to a 1/2" iron rod & cap (LB 021); thence North 89°58'43" West, a distance of 450.68 feet to a 1/2" iron rod & cap (LB 021); thence North 81°32'21" West, a distance of 108.53 feet to a 1/2" iron rod & cap (LB 021); thence North 21°58'39" West, a distance of 358.71 feet to a 1/2" iron rod & cap (LB 021); thence North 51°41'38" West, a distance of 73.56 feet to a 1/2" iron rod & cap (LB 021); thence North 85°09'04" West, a distance of 298.79 feet to a 5/8" iron rod & cap (3524); thence South 81°38'39" West, a distance of 241.85 feet to a 5/8" iron rod & cap (3524); thence North 81°59'12" West, a distance of 298.02 feet to a 5/8" iron rod & cap (3524); thence North 72°48'15" West, a distance of 369.86 feet to the Point of Beginning, containing 4.16 acres, more or less.

Easement Reservation

RESERVING UNTO SAID GRANTOR a fifteen (15) foot wide easement for public utilities over, across, under, and upon Government Lots 3 and 4, Section 29, Township 8 South, Range 22 East, the width of said easement to be seven and one half (7 ½) feet on either side of the overhead power line facility existing on the above primary parcel as of the date hereof and said easement shall run from the public right of way to the lands herein retained by Grantor (third less-out).

INSTRUMENT # 2184771
4 PGS

INSTRUMENT # 2185212
4 PGS

EXHIBIT "A" (Continued)

CROSLEY SALE TO
ALACHUA COUNTY, FLORIDA

Legal Description (as per O.R. Book 1924, Page 2291 and O.R. Book 1924, page 2293, Public Records of Alachua County, Florida):

All of Government Lots 1, 2, and 3; North half (N 1/2) of Northeast quarter (NE 1/4) and North half (N 1/2) of Lot 4, Section 19, Township 8 South, Range 22 East, Alachua County, Florida.

AND

South half (S 1/2) of Government Lots one (1) and two (2), Section 18, Township 8 South, Range 22 East, Alachua County, Florida.

AND

A tract of land situated in Section Nineteen (19), Township Eight (8) South, Range Twenty-two (22) East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the southeast corner of Section Nineteen (19), Township Eight (8) South, Range Twenty-two (22) East and run North 00 deg. 39 min. 20 sec. East, along the East line of said Section Nineteen (19), 1517.26 feet; thence run South 89 deg. 20 min. 40 sec. West, 50.00 feet to the POINT OF BEGINNING; thence run South 88 deg. 50 min. 40 sec. West 1270.00 feet to the East boundary of Government Lot four (4); thence run North 00 deg. 39 min. 20 sec. West, along said East boundary, 1131.77 feet to the North boundary of said Government Lot four (4), thence run South 88 deg. 50 min. 40 sec. West, along said north boundary, 1320.00 feet to the Southeast corner of Government Lot two (2); thence run North 00 deg. 39 min. 18 sec. West along the East boundary of said Government Lot two (2), 1323.05 feet to the Northeast corner of said Government Lot two (2); thence run North 88 deg. 48 min. 47 sec. East 2590.00 feet to the west right of way line of County Road No. NE 11; thence run South 00 deg. 39 min. 20 sec. East, along said West right of way line 2456.24 feet, to the POINT OF BEGINNING, said tract of land containing 111.701 acres, more or less.

LESS AND EXCEPT:

Lake Alto Estates Addition No. 1, as per plat recorded in Plat Book "L", page 41, of the Public Records of Alachua County, Florida.

INSTRUMENT # 2185212
4 PGS

LESS AND EXCEPT:

(as per O.R. Book 2140, Page 30, Public Records of Alachua County, Florida)

A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; said tract being more particularly described as follows:

Commence at the Southeast corner of Section 19 and run North 00 deg. 39 min. 20 sec. West, along the East line of said Section 19, a distance of 1517.26 feet; thence run South 89 deg. 20 min. 40 sec. West, 50.0 feet to the west right of way line County Road No. 1417, (formerly County Road NE 11) and the Southeast corner of Lot 44 as shown on "Lake Alto Estates 1st Addition" as per plat thereof recorded in Plat Book "L", Page 41 of the Public Records of said county; thence run South 88 deg. 50 min. 40 sec. West, along the South line of said plat 1270.00 feet to the POINT OF BEGINNING; thence run South 00 deg. 39 min. 20 sec. East, along the West line of "Lake Alto Estates" as per plat thereof recorded in Plat Book "H", Page 7 of the Public Records of said county, 197.30 feet; thence run South 88 deg. 59 min. 46 sec. West, 1320.06 feet to the east line of Government Lot 3 of said Section 19; thence run South 00 deg. 39 min. 18 sec. East, 414.06 feet more or less to the water's edge of Lake Alto and a point hereinafter referred to as Point "A"; thence return to the above described POINT OF BEGINNING and run northerly and easterly along the westerly line of "Lake Alto Estates 1st Addition" as shown on said plat with the following courses and distances: North 00 deg 39 min 20 sec West, 1131.77 feet; North 88 deg 50 min 40 sec East, 177.36 feet; South 01 deg 09 min 20 sec. East, 26.77 feet; North 88 deg 50 min 40 sec East, 280.00 feet; North 01 deg 09 min 20 sec West, 325.62 feet; North 88 deg 50 min 40 sec East, 110.00 feet; North 00 deg 39 min 20 sec West, 70.00 feet; South 88 deg 50 min 40 sec West, 119.60 feet; North 01 deg 09 min 20 sec West, 392.41 feet; thence leave said westerly line and run South 88 deg 48 min 47 sec West, parallel to the south line of the North 1/2 of the NE 1/4 of said Section 19, a distance of 2700 feet more or less to the water's edge of Lake Alto; thence run southeasterly along said water's edge 2790 feet more or less to the above described Point "A" and to close.

EXHIBIT "A" (Continued)

INSTRUMENT # 2404049
2 PGS

LEGAL DESCRIPTION

"Lake Alto Preserve-Straughn/Lake Alto LLC" tract

A tract of land located in Section 18, Township 8 South, Range 22 East, Alachua County, Florida, being more particularly described as follows:

Commence at a railroad spike at the southeast corner of said Section 18 for a Point of Reference; thence S88°25'39"W, along the south line of Section 18, a distance of 2033.81 feet to a 4" x 4" concrete monument (GFY LB021) and the POINT OF BEGINNING; thence continue S88°25'39"W, along said south line, a distance of 615.73 feet to a 4" x 4" concrete monument (GFY LB021) at the quarter corner on the south line of Section 18; thence N01°31'55"W, along the east line of the southwest quarter of Section 18, a distance of 1327.59 feet to a 4" x 4" concrete monument (GFY LB021) at the southeast corner of the north half of the southwest quarter of Section 18; thence S88°56'17"W, along the south line of said north half of the southwest quarter, a distance of 2706.87 feet to a 3/4" iron pipe & cap (GFY LB021) at the intersection with the west line of the southwest quarter of Section 18; thence N01°25'25"W, along said west line, a distance of 1325.17 feet to a 1/2" steel rod & cap (GFY LB021) at the northwest corner of the north half of the southwest quarter of Section 18; thence N88°53'14"E, along the north line of the southwest quarter and along the north line of the southeast quarter of Section 18, a distance of 3324.08 feet to a 4" x 4" concrete monument (GFY LB021); thence S01°26'45"E, parallel with the east line of Section 18, a distance of 2650.21 feet to the Point of Beginning.

The above described parcel of land contains 120.00 acres, more or less.

EXHIBIT "A" (continued)

"Lake Alto Preserve-Overton" tract

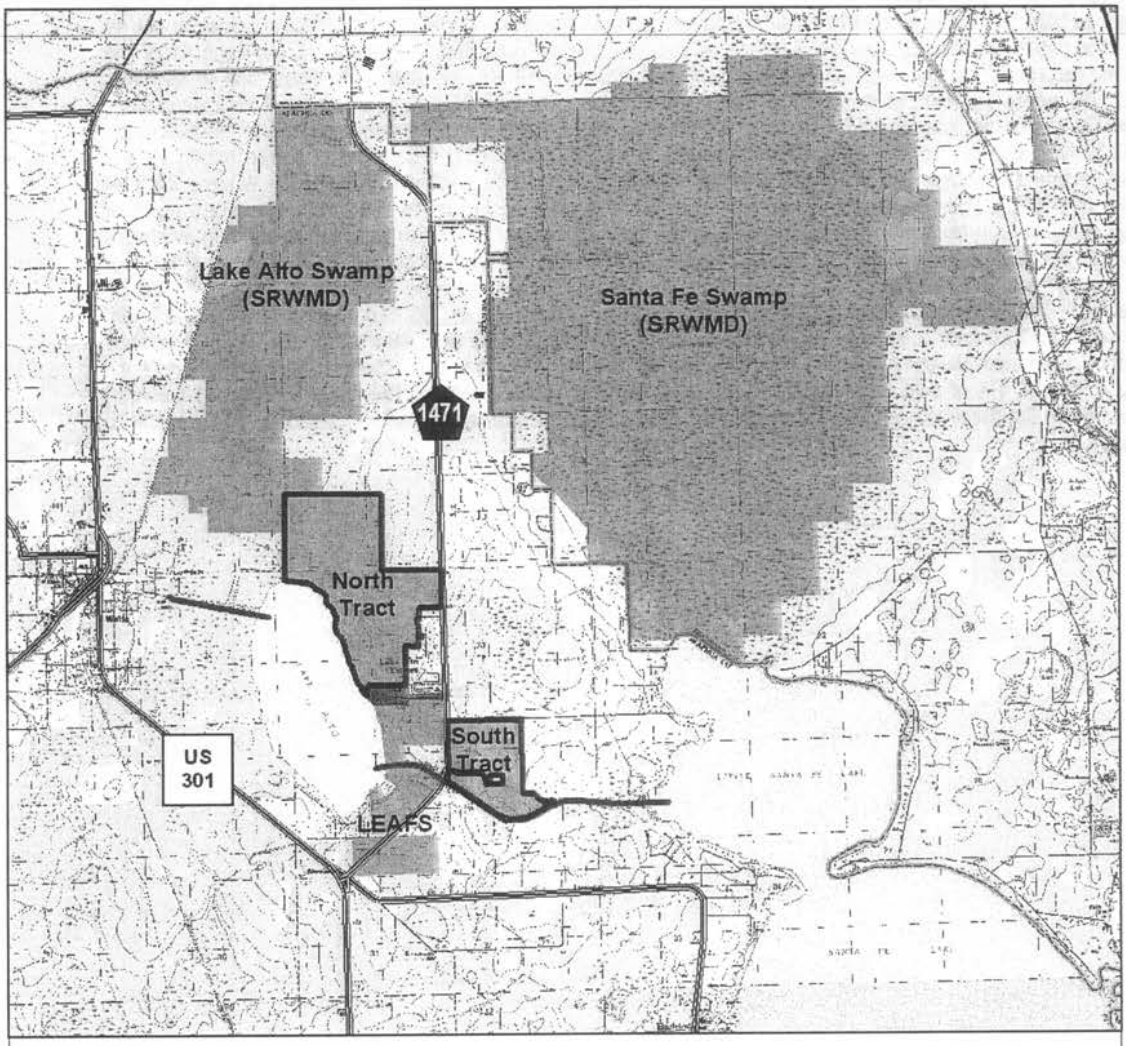
A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; Said Tract being more particularly described as follows:

Commence at the Southeast Corner of Section 19 and run N 00 deg. 39 min. 20 sec. W, along the East line of said Section 19, a distance of 1517.26 feet; thence run S 89 deg. 20 min. 40 sec. 50.0 feet to the West Right of Way line County Road No. 1471, (formerly County Road NE 11) and the Southeast corner of Lot 44 as shown on Lake Alto Estates 1st Addition as per plat thereof recorded in Plat Book L, on Page 41 of the public records of said County; thence run S 88 deg. 50 min. 40 sec. W, along the South line of said Plat 1270.00 feet to the Point of Beginning; thence run S 00 deg. 39 min. 20 sec. E, along the West Line of Lake Alto Estates as per plat thereof recorded in Plat Book H on Page 7 of the public records of said County, 197.30 feet; thence run S 88 deg. 59 min. 46 sec. W, 1320.06 feet to the East line of Government Lot 3 of said Section 19; thence run S 00 deg. 39 min. 18 sec. E, 414.06 feet more or less to the Water's Edge of Lake Alto and a Point hereinafter referred to as Point A; thence return to the above described point of beginning and run Northerly and Easterly along the Westerly line of Lake Alto Estates 1st Addition as shown on said Plat with the following courses and distances N 00 deg. 39 min. 20 sec. W, 1131.77 feet; N 88 deg. 50 min. 40 sec. E, 177.36 feet; S 01 deg. 09 min. 20 sec. E, 26.77 feet; N 88 deg. 50 min. 40 sec. E, 280.00 feet; N 01 deg. 09 min. 20 sec. W, 325.62 feet; N 88 deg. 50 min. 40 sec. E, 110.00 feet; N 00 deg. 39 min. 20 sec. W, 70.00 feet; S 88 deg. 50 min. 40 sec. W 119.60 feet; N 01 deg. 09 min. 20 sec. W, 392.41 feet; thence leave said Westerly line and run S 88 deg. 48 min. 47 sec. W parallel to the South line of the North 1/2 of the NE 1/4 of said Section 19, a distance 2700 feet more or less to the water's edge of Lake Alto; thence run Southeasterly along said Water's 2790 feet more or less to the above described Point A and to close.

EXA

INSTRUMENT # 2374853
2 PGS

Lake Alto Preserve - Location Map



Preserve Boundary
Lake Alto County Park
Conservation Lands
Santa Fe Canal
County Boundary

Miles
0 0.5 1

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11- 29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE ODUM PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Odum Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this 22nd day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Odum Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Santa Fe River Odum Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that the Odum Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the registry, except by a majority vote of the electors in a County-wide election. Odum Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Odum Preserve and has determined it is worthy of this level of protection.

GOALS:

Odum Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Odum Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in impacted areas, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, re-vegetation, and removal of off-site hardwood species. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 47.17-acre Odum Preserve is located in northwest Alachua County 0.2 miles west of CR 241 and has 0.25 miles of river frontage on the Santa Fe River. It is seven miles northeast of the City of High Springs. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

The Odum Preserve was donated to the County by Elisabeth Odum on November 15, 2006 with the County contributing $5,000 from the Alachua County Forever Bond proceeds for closing and due diligence costs. No land-based access was acquired with this donation.

PUBLIC VALUES:

The purpose of the Odum Preserve is to protect, preserve, and enhance the Santa Fe River shoreline and associated vegetated buffer. The Odum Preserve will be managed only for the conservation, protection and enhancement of natural resources at present with limited access, but the option for public resource-based recreation compatible with conservation, protection and enhancement of the site will be considered as needed or as demand arises in the future.

Water Resources. The Odum Preserve lies in the Santa Fe River floodplain and protects over ¼ of a mile of river frontage. The Preserve is located within the floodplain of the Santa Fe River and has little contribution to aquifer recharge, except that waters from the preserve contribute to the Santa Fe River that leads to the River Sink, a swallet with direct connection to the Floridan Aquifer. The Odum Preserve is located within the Vulnerable area of the Alachua County Aquifer Protection Map in the Alachua County Comprehensive Plan.

Wildlife. The Preserve's high-quality forests are connected to other forests and natural communities along the Santa Fe River and are a part of an important corridor for the region's wildlife and flora.

Habitat. There are 4 natural communities within the Odum Preserve as classified by the Florida Natural Areas Inventory. One hundred percent of the preserve is within the 100 and 500 year floodplain of the Santa Fe River. All of the community types are wetlands except for the portion of the preserve that lies within the 500 year floodplain and that portion is composed of Upland Hardwood Forest. Wetland protection helps to preserve water quality in the Santa Fe River which contributes directly to the Floridan Aquifer. The ecological values are more fully documented in the Site Evaluation Reports and the adopted Management Plan on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Odum Preserve has no road access and land–based access via an adjacent land owner is restricted to staff-lead tours on a by-appointment basis. The nearest public access points to the river are located 4 miles downstream within O'Leno State Park on the Columbia County side of the river, and approximately 7 miles upstream at the Chastain-Seay Park in Worthington Springs. Canoeing, kayaking and other boating along this portion of the river is limited by water levels and fallen debris. Currently, no physical improvements are planned for the site. In the future, should access from the river become desirable or in demand, then consideration could be given to limited facilities to allow public access including all appropriate signage. Fencing of the property boundaries may be undertaken as needed. Should improvements become desirable, possible improvements will be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species and known cultural resources.

Resource Management. Management goals are aimed at maintaining or improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, re-vegetation, and feral animal removal.

Feral animals that pose a threat to the natural resource values of the property will be removed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Signage that does not promote the educational, recreational or natural values of the property is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

The removal of any cultural resources from the Preserve without permission of the County is prohibited.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST:

Date: March 22, 2011

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

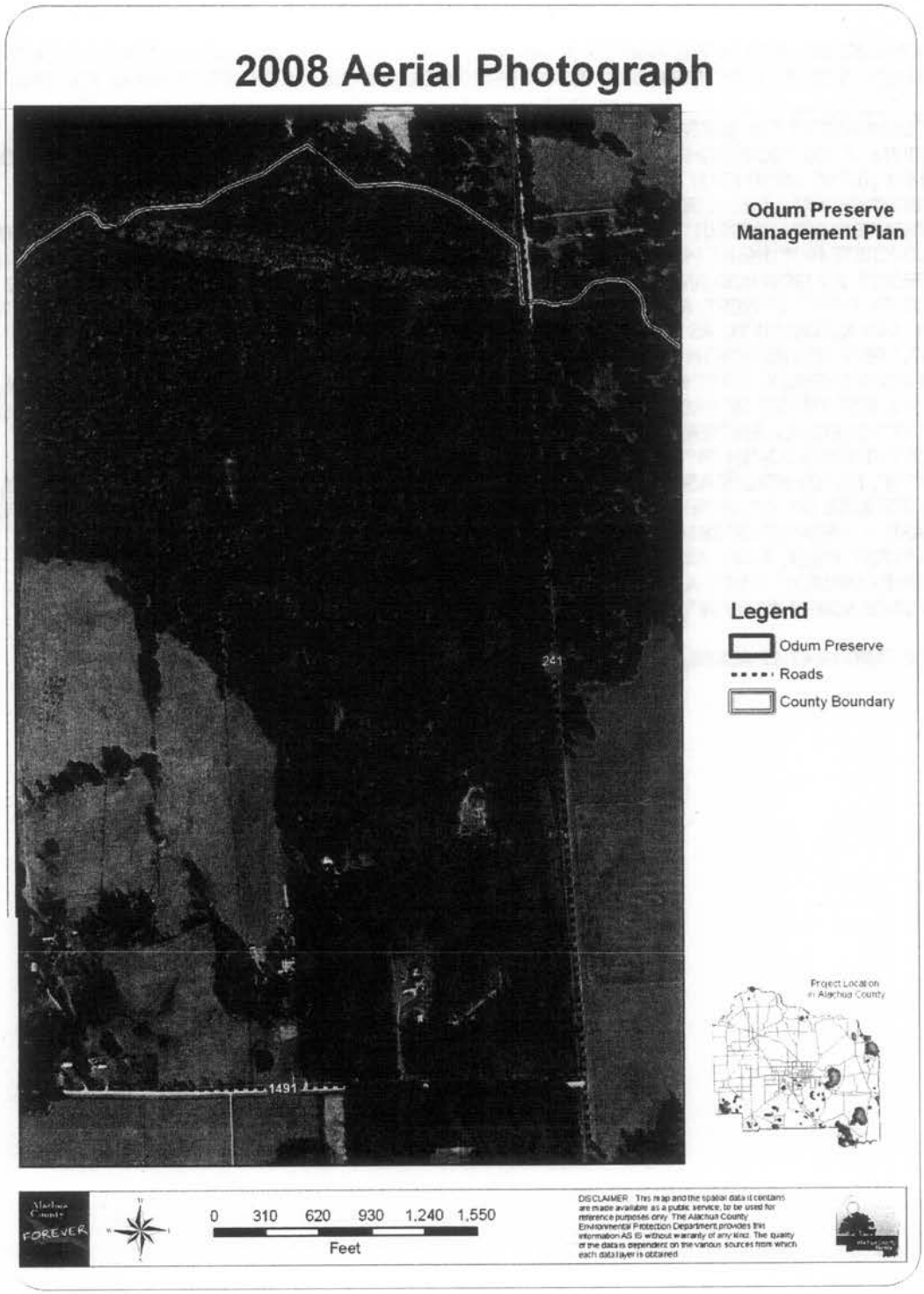
A PARCEL OF LAND IN THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 241 (BEING A 100 FOOT RIGHT OF WAY) WITH THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 1491 (BEING AN 80 FOOT RIGHT OF WAY) AND RUN SOUTH 89°26'04" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1055.93 FEET TO A CONCRETE MONUMENT (4"X4", NO ID); THENCE SOUTH 88°39'01" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 526.58 FEET TO A CONCRETE MONUMENT (4"X4", PSM 1824); THENCE NORTH 04°07'12" WEST, A DISTANCE OF 2127.68 FEET TO AN IRON ROD AND CAP (1/2", "LB021") FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 04°07'12" WEST, A DISTANCE OF 2614.58 FEET TO A CONCRETE MONUMENT (4"X4", "#1824") HEREIN REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 04°07'12" WEST, A DISTANCE OF 37.2 FEET TO THE NORTH SIDE OF THE NEW CHANNEL OF THE SANTA FE RIVER; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID NORTH CHANNEL, A DISTANCE OF 1142 FEET TO THE INTERSECTION WITH THE ORIGINAL CHANNEL OF THE SANTA FE RIVER; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY, ALONG SAID CHANNEL, A DISTANCE OF 1229 FEET; THENCE SOUTH 04°03'43" EAST, A DISTANCE OF 747.8 FEET TO A CONCRETE MONUMENT (4"X4", NO ID) HEREIN REFERRED TO AS POINT "B", SAID POINT "B" LYING SOUTH 78°19'02" EAST, AT A DISTANCE OF 551.49 FEET FROM THE AFORESAID POINT "A"; THENCE CONTINUE SOUTH 04°03'43" EAST, A DISTANCE OF 2818.99 FEET TO AN IRON ROD AND CAP (1/2" "LB021"); THENCE SOUTH 88°17'20" WEST, A DISTANCE OF 109.35 FEET TO AN IRON ROD AND CAP (1/2" "LB021"); THENCE NORTH 68°18'38" WEST, A DISTANCE OF 135.01 FEET TO AN IRON ROD AND CAP (1/2" "LB021"); THENCE NORTH 49°40'59" WEST, A DISTANCE OF 415.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.17 ACRES, MORE OR LESS.

EXHIBIT B.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE BARR HAMMOCK PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Barr Hammock Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Barr Hammock Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Barr Hammock Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Barr Hammock Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Barr Hammock Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Barr Hammock Preserve and has determined it is worthy of this level of protection.

GOALS:

Barr Hammock Preserve will be used only for the conservation, protection and enhancement of natural resources, and for outdoor resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Barr Hammock Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by uses, and the provision of nature-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in lesser condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County), the FCT Grant Covenants and the NAWCA Notice of Grant Requirements recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 5,520-acre Barr Hammock Preserve is located in south central Alachua County between I-75, Wacahoota Road and SR-121, approximately one mile north of the Alachua/Marion County line. It is comprised a portion of Ledwith Prairie, the majority of the

land bridge between Levy and Ledwith Prairies, and large portion of Levy Prairie. Access to the property is through Micanopy Hammock Estates off of SW 3rd Street, via SE 11th Dr off SE Wacahoota Rd and via Wacahoota Rd. Paynes Prairie Preserve State Park is adjacent to Barr Hammock Preserve, and is located just east of the Interstate. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Barr Hammock Preserve is comprised of three separate acquisitions under the Alachua County Forever Program (ACF). The 2,302-acre Rayonier Tract acquired on September 26, 2006, the 3,139-acre Whitehurst Tract and the 79-acre Hare Tract, both acquired on March 13, 2009. All of the Barr Hammock Preserve Tracts were funded with funds from the Alachua County Forever Bond Proceeds and the State of Florida, Florida Communities Trust Program (FCT). In addition, the Whitehurst and Hare Tracts were partially funded by the United States Department of Agriculture Fish and Wildlife Service North American Wetlands Conservation Act (NAWCA) Program.

PUBLIC VALUES:

The primary public value of Barr Hammock Preserve it its diverse assemblage of over 20 upland and wetland natural communities providing critical habitat for listed and migratory species. It comprises the land bridge between Ledwith and Levy Prairies, and includes approximately two-thirds of Levy Prairie and a 700-acre portion of Ledwith Prairie. Depending on their water levels, Ledwith and Levy Prairies fluctuate between being lakes and basin marshes, much like the significantly larger and better known Paynes Prairie Preserve State Park. Ledwith Prairie is especially important because it is one of the few large prairie lakes in Alachua County where you can view a natural shoreline uninterrupted by development. At least 20 listed species of plants and animals are known to occur on the site. The Barr Hammock Preserve contains habitat recognized as typically suitable for 25 listed animal species as modeled by the Florida Fish and Wildlife Conservation Commission.

Water Resources. The Barr Hammock Preserve is located in the perforated aquifer zone of Alachua County. This is an area underlain by the Hawthorn Group perforated by numerous karst features that create a direct connection to the Floridan aquifer. Barr Hammock Preserve lies within a drainage basin that extends to the south of Ledwith Prairie and eastward toward Paynes Prairie and westward to Kanapaha Prairie. An area of hardwood forest, traditionally referred to as Barr Hammock, separates Ledwith Prairie from Levy Prairie. These freshwater marshes undergo water level fluctuations that coincide with climatic and seasonal rainfall patterns. During periods of high water, Ledwith drains north to Levy Prairie through a slough in the hardwood forest and as sheet flow through the hydric hammock. Levy Prairie then drains to the west to Kanapaha Prairie where waters from the basin enter the aquifer through Pierson's Sink.

Wildlife. The Property is a key component of a connected landscape that links the Ocala National Forest, Paynes Prairie Preserve State Park, Goethe State Forest, and the Gulf Coast, including the Lower Suwannee National Wildlife Refuge. The majority of the project site falls within the Florida Ecological Greenways Network, developed by the University of Florida and the Florida Department of Environmental Protection, and which is used to help identify the best

opportunities to protect ecological connectivity statewide. The Property also falls within the Florida Natural Areas Inventory's (FNAI) Habitat Conservation Priorities, which prioritizes places that harbor both the greatest number of rare species and those species with the greatest conservation need. In 2007, FNAI determined that this site is a Locally Significant Natural Area (LNA) based on bird habitat and 2,164 acres of FNAI Priority 1-4 Habitat. FNAI Element Occurrences located in or immediately adjacent to the Whitehurst-Levy Lake parcel are for Florida Sandhill Crane and Southern Bald Eagle. Florida Fish and Wildlife Conservation Commission (FWC) have designated 1,491 acres of the Preserve as a Strategic Habitat Conservation Area (SHCA) for the Florida sandhill crane and other wading birds. The SHCA's are an ecological planning and management designation for lands described as "essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future." The FWC's "Closing the Gaps in Florida's Wildlife Habitat Conservation System", 1994 report lists the Preserve's Levy Prairie as important for the twenty-four animal species including: bald eagles, American alligators, various wading birds and turkeys fox squirrel, southeastern American kestrel, limpkin, gopher tortoise, Florida pine snake, and eastern indigo snake.

The Preserve protects wintering grounds, important staging areas, and permanent foraging and nesting habitat, key factors in the sustainability of resident and migratory species. Barr Hammock Preserve is within the Partners in Flight Bird Conservation Area 31 in peninsular Florida and lie within the Atlantic Coast Joint Venture's Orange Creek/Ocklawaha Basin Waterfowl Focus Area. The Preserve provides excellent habitat for numerous endemic and listed avian species, hosting migratory and resident Sandhill Cranes, Wood Storks and several other federal and state listed endangered species, threatened species, and species of special concern. Other species regarded as priority species such as Northern Pintail, Mottled Duck, Lesser Scaup, Mallard, Black Duck, Fulvous Whistling Duck, and Black Bellied Whistling Duck. Herons, Egrets, Ibis and other waterbirds and wading birds utilize the area year-round. The properties in the project area also host neo-tropical migrants. Raptors congregate and forage within the area, notably Swallow-tailed Kite, Northern Harrier, Bald Eagle, Red-shouldered Hawk, Coopers Hawk, Osprey, and American Kestrel. Habitats the prairies provide are suitable for the federally Endangered Whooping Crane.

Habitat. Barr Hammock Preserve contains at least 20 separate plant communities as classified by the FNAI including basin marsh, shrub swamp, prairie Lake, and wet prairie within the Levy Lake basin, mesic flatwoods, hydric hammock, upland mixed forest, baygall, blackwater stream, depression marsh, sinkhole Lake, and basin swamp. The ecological quality of the Property is generally excellent. The hydric hammock is floristically rich and species richness of Levy Prairie is changing since its restoration. The variety of natural communities from herbaceous wetlands to forested, fire-maintained uplands give a broad range of habitats for plants.

Two State Endangered, one Threatened and three Commercially Exploited plants are known to occur on Barr Hammock Preserve. All of these plants are found in the undisturbed hammock and wetland portions of the Preserve. Further inventory of the preserve is likely to reveal additional listed species. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified by FNAI as possibly occurring on or near the Preserve include pondspice, incised groove-bur, variable-leaved Indian-plantain, Wagner's spleenwort, Curtiss' spleenwort, ruffled spleenwort, many-flowered grass-pink,

celestial lily, pinewood dainties, giant orchid, florid mountain-mint, silver buckthorn, pinkroot and variable-leaf crownbeard. Protecting listed species populations is a primary management goal for the County.

The ecological values are more fully documented in the Site Evaluation Reports and the adopted Management Plan for the Preserve Tracts on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. The Barr Hammock Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography, hiking and biking. It can also provide opportunities for natural and cultural interpretive and educational programs. An improved parking area and trail head are envisioned to create safe access to the Preserve. The levees surrounding Levy Lake make excellent scenic nature trails. Compatible planned improvements include hiking and biking trails, boardwalks, interpretative signage, benches and other seating areas, a landscaped scenic observation platform and scenic overlooks on Ledwith Prairie, a bench swing and wildlife observation platform on Levy Prairie. Geo-caches are permitted when located close to an existing trail and where access to which would not significantly impact the ecologically sensitive areas. A tetherball court and horseshoe pit or similar minimal recreational improvements are permitted at the parking area or on the northern 15-acre parcel (Tax Parcel Number 16374-004-000). Also permitted are regularly scheduled educational classes or outdoor programs that promote the protection of environmental resources.

A nature center designed to blend in with the environment whose location and use minimizes ecological disturbance to the greatest degree practicable and that is used primarily as an outdoor education and resource-based recreation center is allowed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of up to two residences on site for security purposes that are located in areas that minimizes resource impacts.

Resource Management. The Preserve is in good condition and will require limited restoration and management. The hammock/hardwood forest areas will require exotic plant control. The flatwoods and some of the wetlands require a regular prescribed fire program. Forest management practices will now shift from intensive silvicultural operations to preserving and enhancing the natural resource values of the Preserve. Forest management will focus on converting the remaining pine plantations to uneven-aged, open pine forests with a diverse, native understory to restore, enhance and preserve the ecological values of the pine forests in Barr Hammock Preserve. Tools for restoration may include timber and forest products harvests, re-vegetation, re-contouring earthwork, targeted removal of unwanted species and other practices that further the goals of restoration. Revenue generated from forest management within Barr Hammock Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves. The original hunt camp area may be used for the development of resource-based recreational and educational facilities.

Feral animals that pose a threat to the natural resource values of the property will be removed.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST: Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

"Barr Hammock-Whitehurst" tract

INSTRUMENT # 2490071 5 PGS

Tax Parcel No. 07418-000-000
All Section 23, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07419-000-000
All of Section 24, Township 11 South, Range 19 East, Alachua County, Florida.

Tax Parcel No. 07421-001-000
A tract of land situated in Section 26, Township 11 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01° 56' 12" West, along the West line of said Section 26, 1939.95 feet to the Point of Beginning; thence continue North 01° 56' 12" West, along the West line of said Section 26, 3366.41 feet to the Northwest corner of said Section 26; thence run North 89° 18" 00" East, along the North line of said Section 26, 5317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64° 37' 45" West 1500.92 feet, more or less; thence run South 52° 52' 45" West, 1882.15 feet; thence run South 59° 24' 15" West, 712.30 feet; thence South 59° 23' 15" West, 579.30 feet; thence run South 59° 24' 45" West, 1435.35 feet to the Point of Beginning.

Tax Parcel No. 16374-004-000
Begin at the Northeast corner of Lot 39, Harrison Subdivision of Lot 7 of the Levy Grant, recorded in Chancery Order Book "C," page 432 of the Public Records of Alachua County, Florida, and thence run South 19° 21' 46" West 525.0 feet to a concrete monument and the Point of Beginning; thence continue South 19° 21' 46" West 846.97 feet to a concrete monument and the South line of Lot 39; thence run North 86° 36' 28" West 683.10 feet to a point; thence un North 19° 21' 42" East 232.06 feet to a concrete monument; thence continue North 19° 21' 42" East 722.0 feet to a concrete monument; thence run South 70° 38' 18" East 209.0 feet to a concrete monument; thence run North 19° 21' 43" East 477.57 feet to a concrete monument; thence run South 86° 36' 00" East 267.80 feet to a concrete monument; thence run South 19° 21' 46" West 525.0 feet to a concrete monument; thence run South 86° 35' 56" East 210.0 feet to a concrete monument and the Point of Beginning.

Tax Parcel No. 16472-000-000
All in Lake (all water) in Section 20, Township 11 South, Range 20 East, less and except the following:

Commencing at the Northeast corner of Section 20, Township 11 South, Range 20 East, thence run North 85 1/4 degrees West on South line of Moses E. Levy Grant 25 chains to lake, thence South 33 degrees, 48 minutes East 15 chains to a corner, thence North 67 1/2 degrees East 14 1/2 chains to East line of Section 20, thence North 1.75 chains to beginning, all in the Northeast corner of Section 20, Township 11 South, Range 20 East.

Tax Parcel No. 16476-000-000
That part of Fractional Section in Levy Lake, Less North 1320 feet of West 1757 feet of Section 21, Township 11 South, Range 20 East EXCEPT: That part of the North 1/2 of Fractional Section 21, Township 11 South, Range 20 East, and being more particularly described as follows: Commence at the Northeast corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida,

for a point of reference, thence run South 01° 09' 00" West along East line of said Fractional Section 21, a distance of 1721.03 feet to an intersection with the survey center line of State Road No. 93 (I.R. 75), thence continue South 01° 09' 11" West along the said East line of said Fractional Section 21, a distance of 35.83 feet, thence run South 58° 42' 07" West a distance of 216.52 feet to an intersection with the Southwesterly right-of-way line of a 66 foot service road for State Road No. 93 (I.R. 75) and the point of beginning. From said point of beginning, thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 25.0 feet, thence run South 58° 42' 07" West a distance of 155.96 feet to an intersection with the East property line of the Allen Richards property, thence run North 04° 07' 55" East along the said East line of the Allen Richards property a distance of 245.16 feet to an intersection with the said Southwesterly right-of-way line of the 66 foot service road for State Road No. 93 (I.R. 75), thence run South 35° 15' 29" East along the said Southwesterly right-of-way line a distance of 175.12 feet to the point of beginning.

Tax Parcel No. 16471-001-000
A tract of land being Section 19, Township 11 South, Range 20 East, Alachua County, Florida, LESS the following described parcel of land: Commence at the Southeast corner of Section 19, Township 11 South, Range 20 East, and run South 89° 18' 00" West, along the South line of said Section 19, 71.13 feet to the Point of Beginning; thence run North 40° 34' 15" West, 1602.79 feet; thence run North 40° 34' 15" West, 1026.75 feet; thence run South 53° 00' 45" West 1355.85 feet; thence run South 81° 57' 45" West, 981.30 feet; thence run South 85° 36' 45" West, 1053.50 feet; thence run West to the West line of said Section 19; thence run South, along the West line of said Section 19, to the Southwest corner of said Section 19; thence run North 89° 18' 00" East, along the South line of said Section 19, to the Point of Beginning.

Tax Parcel No. 16822-001-000
A tract of land situated in Section 28, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Southeast corner of the Northeast Quarter (NE ¼) of Section 28, Township 11 South, Range 20 East, and run South 01° 00' 19" East, along the East line of said Section 28, 3.08 feet; thence run South 89° 25' 47" West, 784.69 feet; thence run North 48° 45' 13" West, 1901.22 feet; thence run South 86° 50' 02" West, to the West line of said Section 28; thence run North 00° 56' 41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89° 18' 00" East, along the North line of said Section 28, 5315.24 feet to the NE corner of said Section 28, thence run South along the East line of Section 28 to the Point of Beginning.

Tax Parcel No. 16824-000-000
Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-001-000 which is North of dike.

Tax Parcel No. 16824-001-000
Beginning at the Southeast corner of Section 29, Township 11 South, Range 20 East, run West 16 chains, thence run North 34 chains to Still Branch thence down the center of the branch to Levy Lake, thence to the Half Mile Post on the North Section line, thence East to the corner of the Section, thence South to the point of beginning.

Abstracter's Note: This legal description also covers TP No. 16824-000-000 which is South of dike and North of Micanopy Hammock Subdivision.

Tax Parcel No. 16825-001-000
A tract of land situated in Section 29, Township 11 South, Range 20 East, Alachua County, Florida, said tract of land being more particularly described as follows: Begin at the Northwest corner of Section 29,

Township 11 South, Range 20 East, and run North 89° 18' 00" East, along the North line of said Section 29, 2657.00 feet to the Northeast corner of the Northwest Quarter (NW 1/4) of said Section 29; thence run South 34° 12' 54" East, along the Bauknight West property line, 1716.96 feet; thence leave Bauknight West property line and run South 60° 16' 17" West, 1350.86 feet; thence run North 73° 32' 43" West, 1742.65 feet; thence run North 28° 21' 23" West, to the West line of said Section 29; thence run North 00° 46' 06" West, along the West line of said Section 29, to the Point of Beginning., said tract of land containing approximately 117.7 acres.

Tax Parcel No. 16812-000-000
That part of the North Half (N 1/2) of Section 27, in Township 11 South, Range 20 East, Alachua County, Florida lying West of Interstate Highway I-75.

Tax Parcel No. 16478-001-000
All that part of Section 22, Township 11 South, Range 20 East, Alachua County, Florida, lying West of Interstate Highway I-75.

Tax Parcel No. 16823-000-000
Beginning at the Southwest corner of Section 28, Township 11 South, Range 20 East and running thence North 1050 feet to a stake; thence East 210 feet to a stake; thence South 1050 feet to a stake; thence West 210 feet to the beginning, and containing 5 acres. All lying and being in Alachua County, Florida.

INSTRUMENT # 2490072 2 PGS

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

WJW seller

INSTRUMENT # 2491709 2 PGS

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.12 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet to the Point of Beginning.

AND:

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.56 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

Exhibit "A" (continued)

"Barr Hammock-Hare" tract

All of That Portion of Lot 78 of Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map or Plat Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, Lying South of the Micanopy-Wacahoota Paved Road;

And Also:

Commence 883 Feet West of the Southeast Corner of Lot 78 of the Leitner Subdivision of Lots 8 and 9 of the Moses E. Levy Grant, According to the Map Thereof Recorded in Deed Book J, Page 645, Public Records of Alachua County, Florida, and Run West 1757 Feet; Thence Run South 80 Rods; Thence Run East 1757 Feet; Thence Run North 80 Rods to Point of Beginning; All Lying and Being in Section 21, Township 11 South, Range 20 East, Alachua County, Florida.

Less and Except: Three (3) Acres in the Northwest Corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida. Said three acres being more particularly described as: Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run North 85 degrees, 59 minutes, 59 seconds West 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet more or less to the Point of Beginning.

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of said fractional section a distance of 361.57 feet; thence run South 02 degrees, 22 minutes, 46 seconds West 361.57 feet; thence run Westerly 361.57 feet to the West line of said fractional section 21; thence Northerly along said Westerly line a distance of approximately 361 feet to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 587 These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

Exhibit "A"

Commence at the NW corner of Fractional Section 21, Township 11 South, Range 20 East, Alachua County, Florida as a Point of Beginning; thence run East along the North line of fractional Section 21 a distance of 150.13 feet; thence South 04 degrees, 20 minutes, 37 seconds West 1320 feet; thence North 85 degrees 59 minutes 44 seconds West a distance of 104.86 feet to the West line of said fractional Section 21; thence run North along the West line of said fractional section a distance of 1320 feet more or less to the Point of Beginning.

"By acceptance of this quit claim deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Alachua County, Florida at Official Records Book 3864 Page 582. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes."

"Barr Hammock-Rayonier" tract

Description: As Furnished (Per Official Records Book 2260, Page 2038)

TOWNSHIP 11 SOUTH – RANGE 19 EAST:

Section 25:

All of Section 25.

Section 26: All of Section 26, LESS the following tract of land: Commence at the Southwest corner of Section 26, Township 11 South, Range 19 East, and run North 01°56'12" West, along the West line of said Section 26, 1,939.95 feet to the Point of Beginning; thence continue North 01°56'12" West, along the West line of said Section 26, 3,366.41 feet to the Northwest corner of said Section 26; thence run North 89°18'00" East, along the North line of said Section 26, 5,317.53 feet to the Northeast corner of said Section 26; thence run South, along the East line of Section 26, 263.06 feet, more or less; thence run South 64°37'45" West, 1,500.92 feet, more or less; thence run South 52°52'45" West, 1,882.15 feet; thence run South 59°24'15" West, 712.30 feet; thence run South 59°23'15" West, 579.30 feet; thence run South 59°24'45" West, 1,435.35 feet to the Point of Beginning.

ALL OF THE FOREGOING BEING IN TOWNSHIP 11 SOUTH – RANGE 19 EAST

TOWNSHIP 11 SOUTH – RANGE 20 EAST

Section 19: The following described land in Section 19, Township 11 South, Range 20 East: Commence 71.13 feet West of the Southeast corner of Said Section 19 for the Point of Beginning; thence run North 40°34'15" West, 2,629.54 feet; thence South 53°00'45" West, 1,355.85 feet; thence South 81°57'45" West, 981.30 feet; thence South 85°36'45" West, 1,053.50 feet; thence West to the West line of said Section 19; thence South along Section line to Southwest corner; thence East along Section line to the Point of Beginning.

Section 28: All of Section 28, Township 11 South, Range 20 East; LESS The South 350 yards of the West 70 yards; AND LESS the following tract of land: Begin at the Southeast corner of the Northeast 1/4 of Section 28, Township 11 South, Range 20 East, and run South 01°00'19" East, along the East line of said Section 28, 3.08 feet; thence run South 89°25'47" West, 784.69 feet; thence run North 48°45'13" West, 1,901.22 feet; thence run South 86°50'02" West to the West line of said Section 28; thence run North 00°56'41" West, along the West line of said Section 28, to the Northwest corner of said Section 28; thence run North 89°18'00" East, along the North line of said Section 28 to the Northeast corner of said Section 28; thence run South along the East line of said Section 28 to the Point of Beginning.

Section 29: All of Section 29 Township 11 South, Range 20 East; LESS 166 acres on the East side thereof sold to Bauknight in Deed Book "I", Page 125, Public Records of Alachua County, Florida. ALSO LESS the following described property: Begin at the Northwest corner of Section 29,

Township 11 South, Range 20 East, and run North 89°18'00" East, along the North line of said Section 29, 2,657.00 feet to the Northeast corner of the Northwest 1/4 of said Section 29; thence run South 34°12'54" East, along the Bauknight West property line, 1,716.96 feet; thence leave said Bauknight West property line, and run South 60°16'17" West, 1,350.86 feet; thence run North 73°32'43" West, 1,742.65 feet; thence run North 28°21'23" West to the West line of said Section 29; thence run North 00°46'06" West, along the West line said Section 29, to the Point of Beginning.

Section 30: Lots 1 to 14, both inclusive in Section 30, Township 11 South, Range 20 East, as per survey recorded in Deed Book "O", Page 491, Public Records of Alachua County, Florida.

The above described parcel of land being more particularly described as follows:

PARCEL 1

A parcel of land lying conjointly in Sections 25 and 26, Township 11 South, Range 19 East, Sections 19, 29 and 30, Township 11 South, Range 20 East, and being a portion of the J.B. Myers Plat of Section 30, Township 11 South, Range 20 East, in the Arredondo Grant, all lying in Alachua County, Florida and being described as follows:

Begin at a 4"x4" concrete monument marking the Southwest corner of Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 26, N 1°56'39" W, a distance of 1940.41 feet to a found 4"x4" concrete monument; thence departing said East line, N 59°23'04" E, a distance of 1434.15 feet to a found 3/4" iron pipe; thence N 59°21'41" E, a distance of 579.33 feet to a found 3/4" iron pipe; thence N 59°21'32" E, a distance of 712.00 feet to a found 3/4" iron pipe; thence N 52°49'22" E, a distance of 1882.05 feet to a found 3/4" iron pipe; thence N 64°40'06" E, a distance of 1513.64 feet to a set 4"x4" concrete monument stamped LB 6888, said concrete monument being on the East line of said Section 26, the same being the West line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 25, N 1°36'21" W, a distance of 263.06 feet to a found 3/4" iron pipe at the Northwest corner of said Section 25; thence departing said West line and on the North line of said Section 25, N 89°15'46" E, a distance of 5318.19 feet to a found 4"x4" concrete monument stamped RLS 940 at the Northeast corner of said Section 25, the same being the Southwest corner of Section 19, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said North line and on the West line of said Section 19, N 0°47'10" W, a distance of 1032.11 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 89°56'25" E, a distance of 442.95 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 85°33'10" E, a distance of 1053.50 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 81°54'10" E, a distance of 981.30 feet to a set 4"x4" concrete monument stamped LB 6888; thence N 52°57'10" E, a distance of 1355.85 feet to a found 1" iron pipe; thence S 40°37'50" E, a distance of 2635.16 feet to a found 1 1/2" iron pipe, said iron pipe being on the South line of said Section 19; thence on the South line of said Section 19, N 89°14'34" E, a distance of 68.69 feet to a found 5/8" iron rod and cap stamped LB 6895 at Southeast corner of said Section 19, the same being the Northwest corner of Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said South line and on the West line of said Section 29, S 0°50'57" E, a distance of 124.23 feet to a found 1 3/4" iron pipe; thence departing said West line, S 28°24'50" E, a distance of 1635.84 feet to a found 3/4" iron pipe; thence S 73°36'21" E, a distance of 1742.53 feet to a

found 1" iron rod; thence N 60°15'37" E, a distance of 1107.60 feet to a set 4"x4" concrete monument stamped LB 6888; thence continue N 60°15'37" E, a distance of 63.4 feet more or less to the centerline of Still Branch, said centerline being the West line of a parcel of land as described in Deed Book "I", Page 125, of the Public Records of Alachua County, Florida; thence Southerly on the meanderings of the centerline of Still Branch, the same being the West line of said parcel of land as described in Deed Book "I", Page 125, a distance of 2441 feet more or less to an intersection with the West line of said parcel as described in Deed Book "I", Page 125; thence departing the centerline of Still Branch and continuing on the West line of said parcel of land as described in Deed Book "I", Page 125, S 0°57'25" E, a distance of 8 feet more or less to a found 4"x4" concrete monument; thence continuing on said West line, S 0°57'25" E, a distance of 2350.87 feet to found 4"x4" concrete monument, said concrete monument being the Southwest corner of said parcel of land as described in Deed Book "I", Page 125, said monument also being on the South line of said Section 29, Township 11 South, Range 20 East, Alachua County, Florida; thence departing the West line of said parcel of land as described in Deed Book "I", Page 125 and on the South line of said Section 29, the same being the North line of Micanopy Hammock, as recorded in Plat Book "K", Page 46, of the Public Records of Alachua County, Florida, S 89°04'58" W, a distance of 4274.64 feet to a found 4"x4" concrete monument at Southwest corner of said Section 29, the same being the Southeast corner of Section 30, Township 11 South, Range 20 East, Alachua County, Florida, the same also being the Southeast corner of Lot 18, J.B. Myers Plat of Section 30 of the Arredondo Grant, as recorded in Deed Book "O", Page 491, of the Public Records of Alachua County, Florida; thence N 0°50'57" W on the West line of said Section 29, the same being the East line of said Section 30, the same also being the East line of Lots 18, 17 and 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, a distance of 1985.15 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southeast corner of Lot 14 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West and East lines and on the South line of said Lot 14 the same being the North line of Lot 15 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1314.77 feet to a set 4"x4" concrete monument stamped LB 6888 on the East right of way of an un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said South and North lines and on the East right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, N 1°06'54" W, a distance of 3316.18 feet to a set 4"x4" concrete monument stamped LB 6888 on the North line of Lot 2 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida; thence departing said East right of way line and on the North line of Lot 2 and 3 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, the same also being the North line of said Section 30, Township 11 South, Range 20 East, Alachua County, Florida, S 89°14'34" W, a distance of 33.00 feet to a set 4"x4" concrete monument stamped LB 6888 on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said North lines and on the West right of way of said un-named platted road as shown on said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 1°06'54" E, a distance of 3316.37 feet to a set 4"x4" concrete monument stamped LB 6888 on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant; thence departing said West right of way line and on the South line of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant, S 88°54'51" W, a distance of 1505.85 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 13 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being the Easterly edge of Ledwith Lake; thence departing said South

line and on the West and South lines of Lots 13, 12, 9, 5, 6, 7 and 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant and the Easterly and Northerly edge of said Ledwith Lake through the following courses, N 37°32'43" W, a distance of 275.60 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 23°21'39" W, a distance of 163.48 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 40°54'09" W, a distance of 368.35 feet to found 4"x4" concrete monument; thence N 11°10'10" W, a distance of 383.14 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 21°35'51" E, a distance of 450.02 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 24°41'11" E, a distance of 200.00 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 5°18'09" E, a distance of 505.72 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 73°04'16" W, a distance of 287.92 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 32°11'37" W, a distance of 520.86 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 66°55'45" W, a distance of 494.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 70°07'46" W, a distance of 440.53 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence S 88°06'24" W, a distance of 574.94 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 67°08'34" W, a distance of 94.66 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 51°25'08" W, a distance of 105.96 feet to a set 1/2 " iron pipe with cap stamped LB 6888; thence N 82°39'46" W, a distance of 58.08 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of Lot 8 of said J.B. Myers Plat of Section 30 of the Arredondo Grant the same being on the West line of aforesaid Section 30, Township 11 South, Range 20 East, Alachua County, Florida and also being the East line of Section 25, Township 11 South, Range 19 East, Alachua County, Florida; thence on the West line of said Section 30 the same being on the East line of said Section 25, S 1°10'10" E, a distance of 3521.04 feet to a found 2" iron pipe at the Southwest corner of said Section 30 the same being the Southeast corner of said Section 25; thence departing said East and west lines and on the South line of said Section 25, S 89°13'42" W, a distance of 5277.80 feet to a found 4"x4" concrete monument at the Southwest corner of said Section 25, the same being the Southeast corner of aforesaid Section 26, Township 11 South, Range 19 East, Alachua County, Florida; thence departing the South line of said Section 25 and on the South line of the Southeast 1/4 of said Section 26, S 89°02'56" W, a distance of 2642.76 feet to a found 5/8" iron rod at the Southwest corner of the Southeast 1/4 of said Section 26, the same being the Southeast corner of the Southwest 1/4 of said Section 26; thence on the South line of the Southwest 1/4 of said Section 26, S 89°15'45" W, a distance of 2646.07 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2

A parcel of land lying in Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida and being described as follows:

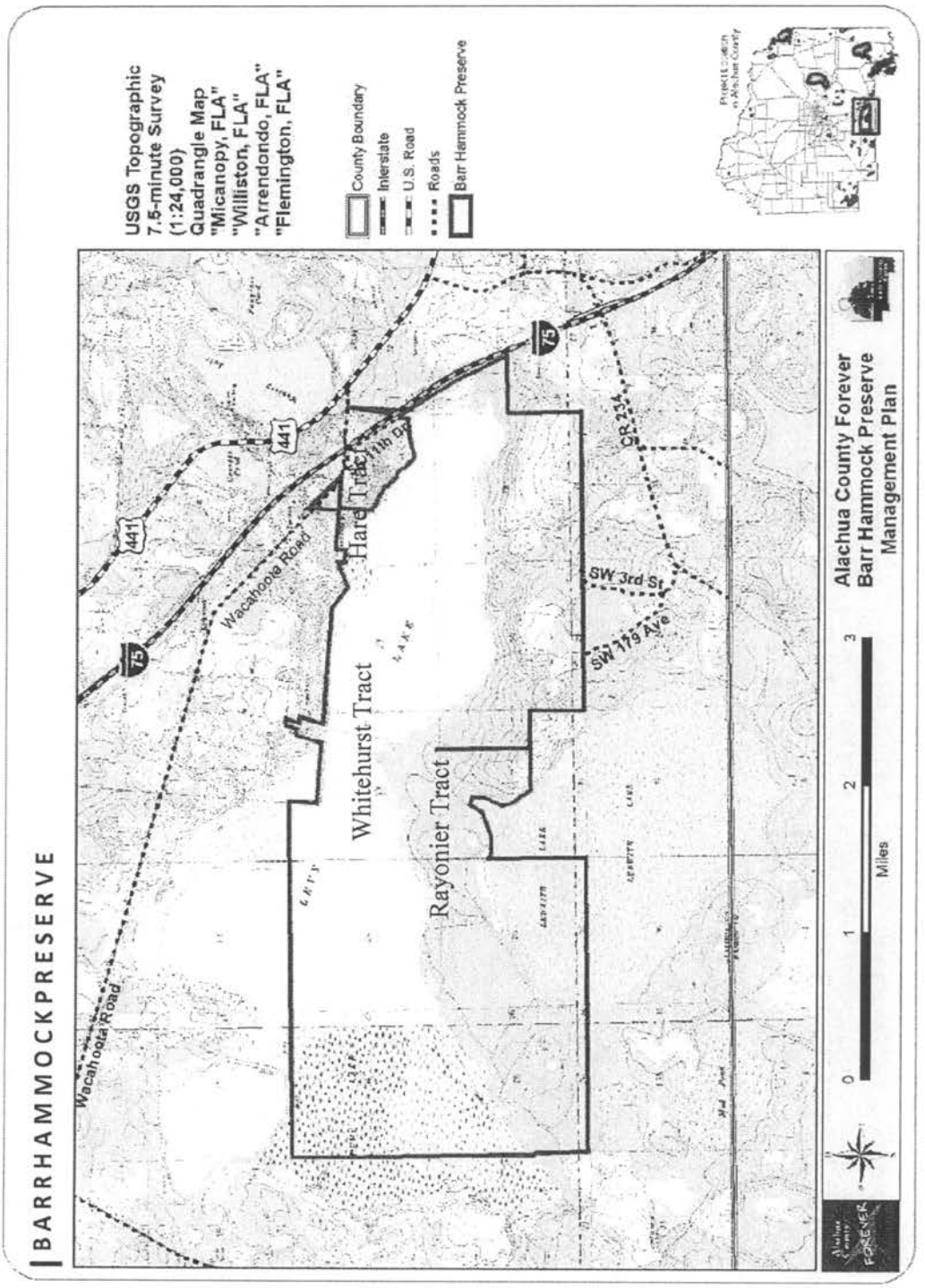
Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped LB 6888 at the Southwest corner of the Southeast 1/4 of said Section 28, the same being the Southeast corner of the Southwest 1/4 of said Section 28; thence on the South line of the Southwest 1/4 of said Section 28, S 89°13'35" W, a distance of 2451.31 feet to a set 4"x4"

INSTRUMENT # 2275250
8 PGS

concrete monument stamped LB 6888 at the Southeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said South line and on the East line of the South 350 yards of the West 70 yards of said Section 28, N 0°59'27" W, a distance of 1050.01 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northeast corner of the South 350 yards of the West 70 yards of said Section 28; thence departing said East line and on the North line of the South 350 yards of the West 70 yards of said Section 28, S 89°13'35" W, a distance of 210.00 feet to a set 4"x4" concrete monument stamped LB 6888 at the Northwest corner of the South 350 yards of the West 70 yards of said Section 28 the same being on the West line of said Section 28; thence departing said North Line and on the West line of said Section 28, N 0°59'27" W, a distance of 2724.33 feet to a set 4"x4" concrete monument stamped LB 6888; thence departing said West line, N 86°47'16" E, a distance of 3126.50 feet to a found 1 1/2" iron pipe; thence S 48°46'52" E, a distance of 1901.52 feet to a found 1 1/4" iron pipe; thence N 89°24'29" E, a distance of 784.89 feet to a found 1 1/2" iron pipe on the East line of aforesaid Section 28; thence on said East line, S 1°06'07" E, a distance of 2632.72 feet to the POINT OF BEGINNING.

EXHIBIT B.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE MILL CREEK PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Mill Creek Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Mill Creek Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Mill Creek Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Mill Creek Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the registry, except by a majority vote of the electors in a County-wide election. Mill Creek Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Mill Creek Preserve and has determined it is worthy of this level of protection.

GOALS:

Mill Creek Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Mill Creek Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the FCT Grant Covenants recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 1,226-acre Mill Creek Preserve is located in northwest Alachua County at the intersection of CR 241 and CR 236. It is four miles south and east of the Santa Fe River and two

miles north of the City of Alachua, immediately adjacent to the City's urban reserve. It is comprised of two adjacent properties. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. Boundary Surveys are on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the fee simple interest in the 1,194-acre Lybass tract on November 8th, 2002. It was the first acquisition under the newly-approved Alachua County Forever Program. Funding for the acquisition of the property was provided by Alachua County Forever Bond Program. A 50% matching grant from the Florida Communities Trust was awarded in November 2002. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation lands throughout the state.

Alachua County subsequently purchased the fee simple interest in the 32-acre Halbrook and Steedley Trustees property on August 9, 2006. One hundred percent of the funding came from the Alachua County Forever Bond.

PUBLIC VALUES:

Mill Creek Preserve is managed only for the conservation, protection and enhancement of natural resources, and for public resource-based recreation that is compatible with the conservation, protection and enhancement of the site. Management goals are aimed at improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained through the use of fire and exotic plant removal. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, nuisance plant removal, prescribed fire, re-vegetation, timber harvesting and earth work.

Water Resources. Mill Creek Preserve is located in a relatively high position in the landscape which contributes to three creek systems draining the following watersheds: Parener's Branch, Townsend Branch, and an unnamed creek that flows through the Santa Fe Ranch Airport watershed. Mill Creek Preserve falls within the Vulnerable area of the Alachua County Aquifer Protection Map and all of the surface waters within the preserve contribute directly to groundwater and aquifer recharge either by joining the Santa Fe River, which disappears into a swallet (sinkhole) or terminating in Mill Creek Sink which also drains to the aquifer.

Habitat. Mill Creek Preserve is composed of a core of high quality hardwood-dominated forests that surround creek systems. These hardwood forests grade into mesic and wet flatwoods along the eastern and western sides of the preserve with various wetlands embedded in the flatwoods matrix as one progresses away from creek systems. The northern portions of the preserve were formerly in agriculture, but much of that acreage is presently forested with planted pine. Mill Creek Preserve's outstanding biotic features include magnificent examples of beech-magnolia slope forest, the largest area of pond pine flatwoods remaining in Alachua County, as well as the largest population of the state-listed pond spice in the County.

There are 15 natural communities within Mill Creek Preserve as classified by the Florida Natural Areas Inventory (FNAI). The core forests are combinations of upland hardwood forest, slope forest, upland mixed forest and baygalls. Sinkholes are also embedded in the matrix of

hardwood forest in the northeastern portion of the Preserve. The hardwood forests of Mill Creek are exceptional partly because they are home to the southernmost population of American Beech (*Fagus grandifolia*) in North America. Much of the preserve north of CR 236 is former agricultural fields (approximately 265 acres or 22% of the preserve). There are approximately 350 acres of planted pine on the preserve planted in former agricultural fields, mesic flatwoods and other communities.

Currently, several listed and tracked plant species are known from Mill Creek Preserve. Three plant species listed as Threatened and one species listed as Endangered by the State of Florida are known to occur within Mill Creek Preserve. The State Endangered (FNAI S2) pond spice (*Litsea aestivalis*) is known from two wetlands in the preserve, one of which is the largest population of pond spice in the County. The three threatened species cranefly orchid, anglepod and southern lady fern are known from upland hardwood forest and slope forest and the southern lady fern is widespread in the preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), needle palm and greenfly orchid, all listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Mill Creek Preserve, including bald eagle (*Haliaeetus leucocephalus*), timber rattlesnake (*Crotalus horridus*), Eastern indigo snake (*Drymarchon couperi*) and gopher tortoise (*Gopherus polyphemus*). All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species. The Preserve is managed in a manner that protects and enhances habitat for listed wildlife species that utilize or potentially utilize the project site.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Mill Creek Preserve provides outstanding scenic vistas, and excellent opportunities for resource-based recreation such as nature appreciation, photography and hiking. It can also provide opportunities for natural and cultural interpretive and educational programs. Additional trail systems may be completed with trailside infrastructure such as wildlife observation platforms, bench swings or covered benches. Other proposed physical improvements to aid Preserve management may include additional firebreaks, minor road, culverts low-water crossings and ditch crossings.

To the greatest extent possible improvements shall be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species. Should storm water facilities be necessary, they shall be designed to provide resource-based recreational open space or wildlife habitat, and will have shallow slopes and not be fenced.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

The development of a residence on site for security purposes that is located in an area that minimizes impacts to natural resources.

Resource Management. The Preserve is in good condition and will require limited restoration and management. Areas of the Preserve will require exotic plant control. The flatwoods, pine plantations and some of the wetlands require a regular prescribed fire program.

The timber resources at Mill Creek Preserve require manipulation (thinning and harvest) to reach restoration goals. Other management tools such as mechanical treatments (mulching,

roller chopping, mowing, and other mechanical treatments), herbicide treatments, planting or direct seeding of native plant material will all be utilized in reaching restoration goals of natural communities. Future earthmoving may be needed to restore creek banks to a more natural state or to block ditches that drain to creeks. Feral animals that pose a threat to the natural resource values of the property will be removed including use of hunting and trapping strategies.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Signage not related to resource-based recreational activities or regulation and non-interpretational signage is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST: Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION
(Mill Creek-Lybass Tract)

The West Half of the Northeast Quarter (W. 1/2 of N. E. 1/4); and the Northwest Quarter (N. W. 1/4); and the West Half of the Southwest Quarter (W. 1/2 of S. W. 1/4) of Section 14, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 241 as described in Right of Way Deed recorded in Deed Book 191, page 67, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Quit Claim Deed Recorded in Deed Book 196, page 41, and LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431, all of the Public Records of Alachua County, Florida.

AND ALSO;

All of Section 15, Township 7 South, Range 18 East, Alachua County, Florida, LESS AND EXCEPT the right of way of County Road No. 236 as described in Final Judgement recorded in Judgement Book 33, page 431 of the Public Records of Alachua County, Florida.

AND ALSO;

The East Half of the Northeast Quarter (E. 1/2 of N. E. 1/4), or Government Lot 1 of Section 21, Township 7 South, Range 18 East, Alachua County, Florida.

AND ALSO;

A tract of land situated in the North Half (N. 1/2) of Section 22, Township 7 South, Range 18 East, Alachua County, Florida, said tract of land being more particularly described as follows:

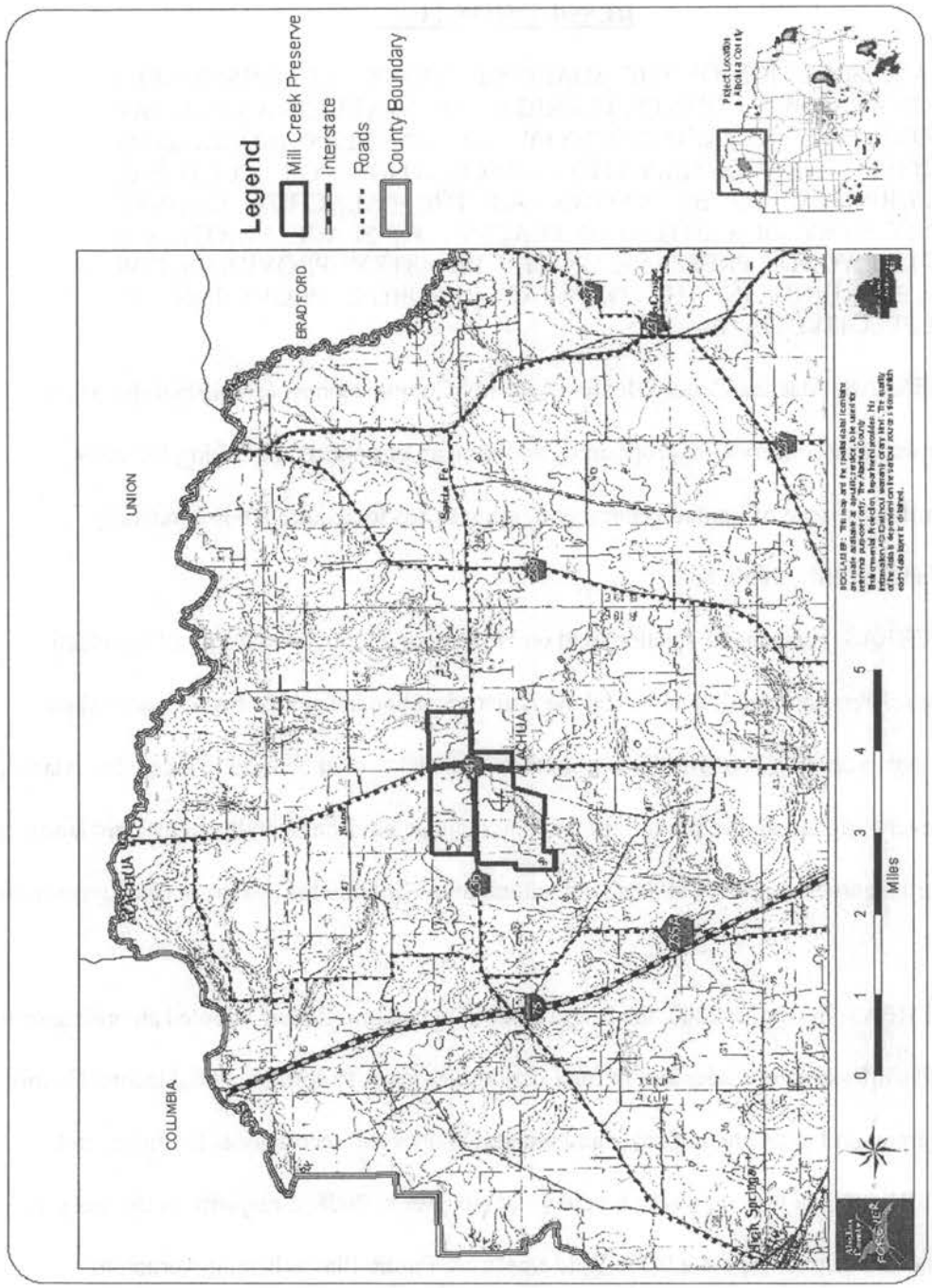
BEGIN at an unidentified 1/2" iron pipe at the Northwest corner of the aforementioned Section 22 and thence run N.88°49'48"E. (bearings herein are Grid North Bearings, Florida North Zone), along the North line of said Section 22, a distance of 4201.45 feet to a 4"x4" concrete monument and cap stamped PRM 3784 on the West line of the Old Providence Road also formerly known as the Cox Bridge Road; thence run S.15°18'02"W., along said West line, a distance of 2122.69 feet to an unidentified 5/8" steel rod at an old fence corner; thence run Northwesterly, along an old fence line, being the South line of the lands described in Deed Book 140, pages103 and 105 and being the North line of the lands described in Deed Book 122, page 223, Deed Book 256, page 46, and Official Records Book 317, pages 73 and 74, all of the Public Records of Alachua County, Florida, the following two (2) courses: (1) N.87°29'13"W., a distance of 1267.35 feet to a 5/8" steel rod and cap stamped ACLS; (2) N.87°13'52"W., a distance of 2246.30 feet to a 5/8" steel rod and cap stamped LS3456 at an old fence corner and on the West line of said Section 22; thence run N.04°09'23"W., along said West line of Section 22, a distance of 1802.32 feet to the POINT OF BEGINNING.

(Halbrook & Steedley Tract)

The East 1/2 of the East 1/2 of the Southeast 1/4 lying South of NW County Road 236, Section 16, Township 7 South, Range 18 East, Alachua County, Florida.

EXHIBIT B.

LOCATION MAP



32E

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE NORTHEAST FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Northeast Flatwoods Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Northeast Flatwoods Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Northeast Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Northeast Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Northeast Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Northeast Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Northeast Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Northeast Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation.

LOCATION:

The 242-acre Northeast Flatwoods Preserve is located in northeastern Alachua County approximately four miles northwest of Waldo, at the intersection of County Roads 225 and 1475. The north boundary of the Preserve is defined by the Alachua – Bradford County Line.

The Santa Fe River meanders north of the County line, however at its closest point it is located approximately 20 feet from the north boundary of the Preserve, within Bradford County.

ACQUISITION HISTORY:

Alachua County acquired the Northeast Flatwoods Preserve on February 7, 2006 with funds from the Alachua County Forever Bond Proceeds from A.P.&E. Incorporated.

PUBLIC VALUES:

The primary public value of the Northeast Flatwoods Preserve is to protect the Santa Fe River corridor which is one of the critical ecological corridors in Alachua County. The River connects the County with larger environmentally sensitive areas in the region.

Northeast Flatwoods Preserve itself contains several distinct upland and wetland natural communities, in addition to human-altered or disturbed communities. Mesic pine flatwoods is the dominant natural community type. Other natural communities present are basin swamp, dome swamp, depression marsh and upland mixed forest. The Preserve contains habitat recognized as typically suitable for nine listed animal species, of which at least four have been observed on the site.

Water Resources. The Northeast Flatwoods Preserve lies in the Suwannee River watershed within the Santa Fe River Basin. The Floridan aquifer is largely confined in the location of the Preserve, in an area that is considered to possess low vulnerability to potential contamination of the aquifer. The north boundary of the Preserve is lies south of the Santa Fe River, as close as 20 feet from the southern river bank. Lands within and surrounding the Preserve drain toward the river, and are considered to be areas of moderate to high aquifer recharge. The Santa Fe River is a Class III water of the State (Chapter 62-302.400(10), F.A.C.) meaning its water quality is sufficient for "Recreation, Propagation, and Maintenance of a Healthy, Well-balanced Population of Fish and Wildlife." In addition, the Santa Fe River is also classified as an Outstanding Florida Water by the State (Chapter 62-302.700(9)(i)28, F.A.C.).

Northeast Flatwoods Preserve contains hydrologically-connected habitats including three distinct areas of basin swamp, depression marsh and dome swamp.

Wildlife. To date, gopher tortoise (*Gopherus polyphemus*), eastern diamondback rattlesnake (*Crotalus adamanteus*), timber rattlesnake (*C.* horridus) and eastern indigo snake (*Drymarchon corais couperi*) are known to occur within the Preserve. Bald eagles have also been observed within the Preserve. Other listed species may utilize habitat within the Preserve, given the property's diverse upland and wetland habitats, and its proximity to the Santa Fe River corridor.

Habitat. Northeast Flatwoods Preserve is best described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands, with upland mixed forest near the Santa Fe River. Some community types require restoration; however much of the preserve is suitable habitat for listed plant and animal species. Two listed plant species are known from the preserve.

Cinnamon fern (*Osmunda cinnamomea*), a plant listed as Commercially Exploited by the Florida Department of Agriculture and Consumer Services (FDACS), and hooded pitcher plant (*Sarracenia minor*), listed as Threatened by FDACS, are present on Northeast Flatwoods Preserve.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Northeast Flatwoods Preserve include additional firebreaks, a small parking area and trails. Appropriate, low-maintenance trailside amenities such as benches and observation areas will be constructed to improve the visitor experience. All facilities will be situated to blend with surroundings and developed to provide guided access for observation and appreciation of the natural resources on the Preserve. Should stormwater facilities be deemed necessary for future site development, they will be designed with shallow slopes and provide resource-based recreational open space or wildlife habitat in a park-like setting, and will not be fenced.

In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, construction of additional firebreaks to support prescribed fire management, and improvements to the existing security residence site and utilities.

A Security Residence on site may be developed for security purposes, and that is located in an area that minimizes impacts to natural resource.

Resource Management. The Preserve will require restoration and management. Management activities may include solid waste removal, invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. Protecting populations of listed species is a primary management concern. The planted pine forests in Northeast Flatwoods will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. Any revenue generated from timber management within Northeast Flatwoods Preserve will be used to fund restoration activities in the Preserve or other Alachua County Forever Preserves.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and resource-based recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access

for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST: Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

EXHIBIT "A"

INSTRUMENT # 2213027
4 PGS

Section 32, Township 7 South, Range 21 East:

The West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West ½ of the Northwest 1/4 of the Southeast 1/4 and East 208.75 feet of the West 380.35 feet of the South 208.75 feet of the North 274.75 feet of the Southeast 1/4 of the Southwest 1/4.

AND

The Southwest 1/4 of the Southwest 1/4; LESS AND EXCEPT: Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 and run East 10 chains Southwesterly to the West line of the Section then run North 10 chains to the Point of Beginning and LESS the North 40 feet for right-of-way.

AND

The East ½ of the West ½ of the South 3/4 LESS the South 208.75 feet of the North 274.75 feet of the East 208.75 feet of the West 380.35 feet of the Southeast 1/4 of the Southwest 1/4 and LESS existing right-of-way.

AND

The Southwest 1/4 of the Northeast 1/4 West of the graded road AND the Northwest 1/4 of the Southeast 1/4 West of the graded road LESS the West 208.75 feet of the East 499.15 feet of the South 208.75 feet of the West ½ of the Northwest 1/4 of the Southeast 1/4 AND LESS existing right-of-way, AND the Southwest 1/4 of the Southeast 1/4 LESS right of way as recorded in Official Records Book 268, at page 41, and LESS right- of-way as recorded in Official Records Book 268, at Page 98, public records of Alachua County, Florida.

A

LOCATION MAP

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE PHIFER FLATWOODS PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Phifer Flatwoods Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Phifer Flatwoods Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Phifer Flatwoods Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that Phifer Flatwoods Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Phifer Flatwoods Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational, resource-based recreational, experience. Alachua County has evaluated Phifer Flatwoods Preserve and has determined it is worthy of this level of protection.

GOALS:

Phifer Flatwoods Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Phifer Flatwoods Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of resource-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and timber thinning. The management plan approved by the County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 645-acre Phifer Flatwoods Preserve is located in southeast Alachua County between Gainesville and Hawthorne. The Preserve is bounded on the north by State Road 20, on the south by County Road 2082 and the Gainesville-Hawthorne State Trail, and is located between County Road 234 to the west, and County Road 20-A to the east. County Road 325 extends south from State Road 20, bisecting the property. Operational access to the property is provided through several gates located along the perimeter. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the property from Alachua Conservation Trust on February 10, 2006. In 2008, Alachua County was awarded an FCT grant that reimbursed 40% of the purchase costs of the property. FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state. On December 1, 2008, the County recorded a Declaration of Grant Covenants in the public records to provide notice that the Preserve was funded in part by State Florida Forever funds and land uses within the Preserve are restricted to conservation and recreation.

PUBLIC VALUES:

The primary public value of the Phifer Flatwoods Preserve is as an ecological capstone at the head of the 16,610-acre Lochloosa Conservation Easement and the 10,339-acre Lochloosa Wildlife Conservation Area. In addition, the Alachua Conservation Trust Prairie Creek Preserve is located approximately one mile to the west, and Paynes Prairie Preserve State Park is located approximately three miles west. All of these conservation lands are connected to the Preserve by the Gainesville-Hawthorne State Trail creating a 48,000-acre contiguous conservation area. Phifer Flatwoods value as a connector was recognized by the Florida Ecological Greenways Network. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection's Office of Greenways and Trails. It is rated as a Priority 3 and a connection is envisioned north across State Road 20 to the Newnans Lake Conservation Area across additional potential conservation lands.

Water Resources. The Phifer Flatwoods Preserve protects water resources in a number of ways, primarily by protecting and restoring wet habitats. It contains a tributary of Orange Lake; the Little Lochloosa Creek, which flows across the property near the eastern boundary. There are approximately 13 acres of wet flatwoods in Phifer Flatwoods Preserve dominated by slash pine, water oak and tupelo, with a dense midstory of saw palmetto and fetterbush. Groundcover species include broomsedge, redroot, sphagnum, pitcher plants, butterworts, hatpins and meadow beauty. Approximately five acres of basin marsh community occur within or adjacent to flatwoods and basin swamp communities. These areas are largely undisturbed and considered in good condition, containing open water, floating islands, and abundant emergent aquatic plants. Species present in the basin marsh communities include spatterdock, button bush, Virginia willow and red maple. The Preserve also contains three distinct areas of basin swamp community comprising approximately 122 acres. The largest area of this community type is dominated by mature pond cypress, black gum, dog hobble, and fetterbush,

with slash pine and pond pine on the higher edges. It is in good to very good condition, providing a visual example of a typical basin swamp community. The two other areas within the Preserve classified as basin swamp are in fair to poor condition. Several isolated depression marshes are scattered throughout the Preserve, collectively covering approximately 13 acres. These areas are edged with dahoon holly, red maple, buttonbush, fetterbush, dog hobble, and gallberry, with dense groundcover consisting of Virginia chain fern, netted chain fern, softrush, sphagnum moss, and occasional patches of hooded pitcherplants.

Habitat. The Preserve is described as a mosaic of fire-dependent, pine-dominated flatwoods, interspersed with depression and basin wetlands. Despite the property's history of human disturbance, the Preserve has significant populations of listed plant and animal species. Their protection and improvement is a primary goal of Preserve management. Currently, three plant species listed as Threatened by the State of Florida: hooded pitcher plant (*Sarracenia minor*), southern lady fern (*Athyrium filix-femina*), and Giant orchid, (*Pteroglossaspsis* ecristata)are known to occur within Phifer Flatwoods Preserve. In addition, royal fern and cinnamon fern (*Osmunda regalis* and *O. cinnamomea*), both listed as Commercially Exploited by the State, are also documented for the Preserve.

Wildlife. Thirteen listed animal species have been observed utilizing habitats within Phifer Flatwoods Preserve, including bald eagle (*Haliaeetus leucocephalus*), Florida sandhill crane (*Grus canadensis pratensis*), tri-colored heron (*Egretta tricolor*), wood stork (*Mycteria americana*), and gopher tortoise (*Gopherus polyphemus*). Other listed species may utilize the Preserve's habitats, as indicated by the property's proximity to other preservation areas, and its diverse upland and wetland habitats. The Preserve includes one area classified as Strategic Habitat Conservation Area for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. All of the natural communities of the Preserve could support listed species, and the matrix of wetland-upland transitional areas provide excellent habitat for amphibian and reptile species.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. To the greatest extent possible, improvements will be located to minimize impacts to natural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites. Proposed physical improvements for Phifer Flatwoods Preserve include firebreaks to enhance fire management, nature trails entering the Preserve from the Gainesville-Hawthorne State Trail, and the construction of trail-heads, a geo-cache course, a bench-swing, stationary benches, a bicycle rack, observation platforms and an interpretive kiosk and sign system. An informal grass parking area, currently utilized by Gainesville-Hawthorne Trail users, is located within the Preserve boundary at the southwest corner of the intersection of County Road 325 and County Road 2082. A more convenient parking area, which does not require visitors to cross County Road 2082, is proposed for the southwest corner of the Preserve. Site development will be designed to ensure protection, restoration, and preservation of the natural communities and listed species. All facilities will be situated to blend with surroundings and developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those natural resources.

Resource Management. The Preserve is in fair to good condition and will require restoration and management. Management activities may include invasive species control, prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. The areas of the Preserve still in pine plantation will be managed in the immediate future with the goal of making the stand appear more like a natural stand with timber thinning and prescribed fire. All proceeds from timber thinning will be applied to restoration, management and improvements within Phifer Flatwoods Preserve or within other Alachua County Forever-managed Preserves.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, more intensive agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational and non-interpretational signage is prohibited because it creates visual blight and detracts from the aesthetic enjoyment of natural areas. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that does not enhance the goals of water quality protection and habitat protection and do not further resource-based recreation is prohibited. Use of any existing improvements or improvements to be constructed on the property must not impact the stated goals of this Preserve.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

LEGAL DESCRIPTION

AS SURVEYED

TOWNSHIP 10 SOUTH, RANGE 21 EAST

Section 21: S 1/2 of SE 1/4 of SE 1/4

Section 22: That part lying South of State Road 20.

Section 25: All that tract or parcel of land located in Section 25, Township 10 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Blocks 5, 6, 7 and part of Blocks 14 and 15 as per plat of GROVE PARK, as recorded in Plat Book A, page 5 of the Public Records of Alachua County, Florida; lying North of the North right-of-way line of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne State Trail) and South of the South right-of-way line of State Road 20, together with that portion of Desoto Street lying northerly and adjacent to Block 7.

Section 26: All of said section, except W 1/2 Lot 7 and Lot 8 as per plat recorded in Deed Book O, Page 623, lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path).

Section 27: That part lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path), less and except the properties conveyed as follows:
(a) to Williston Timber Company as recorded in O.R. Book 2130, page 2590; and
(b) to White Construction Company, Inc. as recorded in O.R. Book 2239, page 695;
and further subject to Easement to White Construction Company, Inc. as recorded in O.R. Book 2239, page 691.

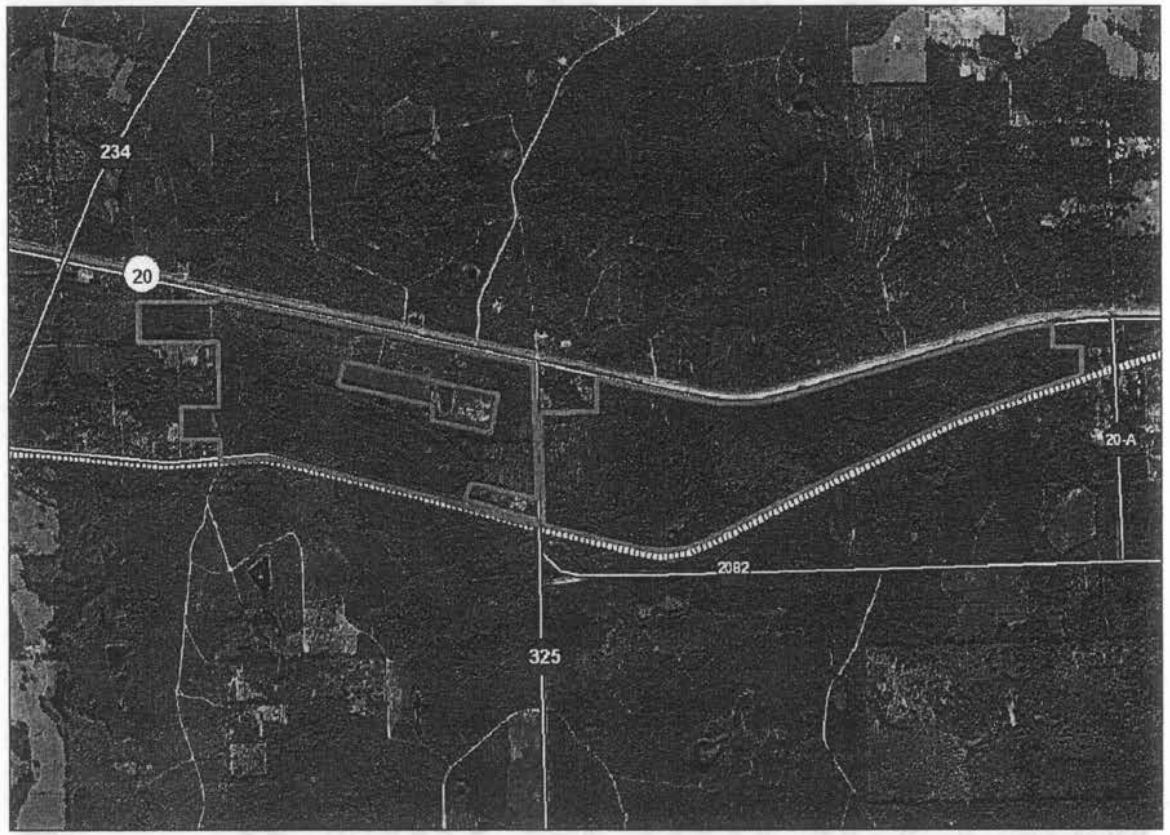
Section 28: Lot 9 of the W.S. Perry Estate as recorded in Plat Book A, page 37, Public Records of Alachua County, Florida

INSTRUMENT # 2214178
2 PGS

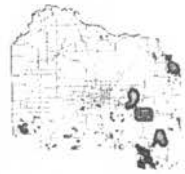
Notice of Registry
Alachua County Registry of Public Protected Places
Phifer Flatwoods Preserve

LOCATION MAP

Exhibit B - Phifer Flatwoods Preserve Location Map



Phifer Flatwoods Preserve
Gainesville - Hawthorne Trail
Major Roads



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DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

32 H

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE SWEETWATER PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Sweetwater Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Sweetwater Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Sweetwater Preserve

PURPOSE:

This Notice is intended to place the Alachua County Sweetwater Preserve on the Alachua County Registry of Protected Public Places in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008. Sweetwater Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational, resource-based recreational experience.

GOALS:

Sweetwater Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Sweetwater Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in areas impacted by previous agricultural uses, and the provision of resource-based recreational experiences that enhance the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. Natural communities will be maintained and enhanced using management activities including but not limited to invasive plant control, removal of off-site species, prescribed fire, re-vegetation, timber thinning, and re-establishing hydrology. The management plan approved by the County Commission (on file with Alachua County) and the Florida Communities Trust (FCT) Grant Covenants recorded in the public records, all require the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 125.24-acre Paynes Prairie Sweetwater Preserve is located in central Alachua County at the intersection of Williston Road and SE 16th Avenue. It is immediately north of Paynes Prairie Preserve State Park, south of the historic Evergreen Cemetery, and west of Boulware Springs Park and the Gainesville-Hawthorne State Trail. The Registered Property is legally described in Exhibit A and a general location map is provided in Exhibit B. A Boundary Survey is on file with Alachua County.

ACQUISITION HISTORY:

Alachua County purchased the fee simple interest in the Preserve from Sweetwater LTD on March 24, 2006. Twenty-five percent of the funds used to purchase the property came from the Alachua County Forever bond funds and 75% from a Florida Communities Trust (FCT) Grant.

FCT is funded primarily through the Florida Forever Program, an initiative to protect important conservation and recreation lands throughout the state.

PUBLIC VALUES:

The primary public values of the Sweetwater Preserve acquisition were to buffer the adjacent Paynes Prairie Preserve State Park, to protect the significant natural and cultural resources on site, and to provide an easily accessible resource-based recreational site.

The Sweetwater Preserve is part of a 51,000 acre conservation and recreation corridor in southern Alachua County. It is adjacent to Paynes Prairie Preserve State Park, the City of Gainesville's Boulware Springs Park, and the Downtown Connector of the Gainesville-Hawthorne State Trail; a popular paved trail that links Gainesville to Hawthorne as it passes through various conservation areas along the way. The upland portions of the site have a long history of human use dating to pre-Columbian settlement. Recent historical use of the site likely included ranching and perhaps farming. The site is near and was perhaps part of Rancho de la Chua, the oldest known cattle ranch in Florida.

In its own right, Sweetwater Preserve contains a diverse assemblage of natural communities. Wetlands occupy the core and lower elevations of the site, and include baygall, sinkhole lake, floodplain forest and seepage streams. Significant topographic changes occur across the site. Some of the steeper areas are occupied by seepage slope forest characterized by water seeping out of the face of the slope after percolating through the soils of the surrounding sandy uplands. Upslope of the wetlands and seepage slope forest are xeric hammock, upland mixed forest, mesic flatwoods and sandhill.

Water Resources. Sweetwater Branch flows through the Preserve entering from the west and exiting from the southern boundary into Paynes Prairie Preserve State Park. Prior to the development of urban Gainesville, this stream was an intermittent seepage stream draining wetlands and flatwoods in what would become northeast Gainesville. The portion of Sweetwater Branch that flows through Sweetwater Preserve today is straight with deeply incised banks. Water quality in the stream is impaired because upstream of the Preserve it receives large volumes of urban stormwater runoff from portions of Gainesville that were developed prior to regulations requiring stormwater detention and retention.

Two good to excellent quality seepage streams drain from the baygalls in the eastern portion of the property to the west. A small sinkhole lake is present near the southern boundary. It is in good condition. Dominant vegetation includes buttonbush (*Cephalanthus occidentalis*), Tupelo (*Nyssa* sp.), and maidencane (*Panicum hemitomon*).

Wildlife. Two listed animal species have been observed utilizing habitats within Paynes Prairie Sweetwater Preserve. Snowy egret (*Egretta thula*) (Species of Special Concern) and gopher tortoise (*Gopherus polyphemus*) (Threatened) were observed on the property. The diversity of habitats on Sweetwater Preserve and its proximity to Paynes Prairie Preserve State Park -- one of the largest conservation areas within Alachua County indicates that other listed species may utilize the lands within the Sweetwater Preserve. Models by the Florida Fish and Wildlife Conservation Commission show that the Paynes Prairie Sweetwater Preserve contains habitat recognized as typically suitable for 23 listed animal species. All of the natural communities on the project site could support listed species. The sinkhole lake provides important habitat for wading bird species, spotted turtles (*Clemys guttata*) and American alligators. Approximately 30 acres of the site lies within a "Strategic Habitat Conservation Area"

(SHCA) for wading birds as designated by the Florida Fish and Wildlife Conservation Commission. The upland habitats: sandhill, upland mixed forest, and xeric hammock, also provide excellent habitat for listed species.

Habitat. There are nine natural communities within the Sweetwater Preserve. The central portion of the site is made up of wetlands including baygall, seepage slope forest, sinkhole lake, and floodplain forest, surrounded by uplands including former sandhill, xeric hammock and upland mixed forest. The seepage wetlands, produced by the combination of elevation changes and confining layers, are significant resources on the site. This parcel contains the only preserved example of the unique seepage slope forest in this portion of Alachua County, including within the adjacent Paynes Prairie Preserve State Park. Much of the nearby area that was similar to the seepage slope forest is now in residential use.

Two State Threatened plants: Southern lady fern (*Athyrium asplenioides*), Cardinal flower (*Lobelia cardinalis),* and three Commercially Exploited plants: Cinnamon fern (*Osmunda cinnamomea*), Sweet pinxter azalea (*Rhododendron canescens*), Royal fern (*Osmunda regalis*) are known from Paynes Prairie Sweetwater Preserve. All five plants are wetland plants and are all found in the seepage wetlands on site. FNAI has identified portions of the site as Priority 1 or Priority 2 Potential Habitat for Rare Species. Plant species identified include Godfrey's privet (*Forestiera godfreyi*).

The ecological values are more fully documented in the Site Evaluation Report and the adopted Management Plan on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. The Sweetwater Preserve is part of a matrix of conservation and recreation lands including Paynes Prairie Preserve State Park and the City of Gainesville's Boulware Springs Park. It lies along the Downtown Connector of the Gainesville-Hawthorne State Trail; a popular paved trail that links Gainesville to Hawthorne as it passes through various conservation areas along the way. Resource-based recreational opportunities at Sweetwater Preserve include a network of interpretive hiking and biking trails, with interpretive signage, benches and overlooks. There are 2 trailheads with kiosks and a bike rack. There may be additional trails, overlooks, benches, interpretative signage and possible a bridge over Sweetwater Branch developed on the Preserve. In addition to resource-based recreational amenities, future site management may require the construction of additional fencing, gates, improvements to existing roads and trails such as low water crossings or culverts, and construction of additional firebreaks to support prescribed fire management.

To the greatest extent possible, improvements will be located to minimize impacts to natural and cultural resources, to avoid impacts to listed plant and animal species, and to avoid known archaeological sites.

Resource Management. Sweetwater Preserve will be managed as a natural area with a resource-based recreation component that is compatible with preservation and protection of resources on-site. The Preserve contains areas which require restoration and management. Management activities may include invasive species control (including the removal of off-site native hardwood species), prescribed fire, timber harvesting, planting of native trees and groundcover, and restoration of natural topography and hydrology in human-altered areas. Management goals are aimed at improving the condition of the site.

The restoration of Sweetwater Branch as it enters the State Park is an ongoing project whose goals is to address the impacts of sediment, debris and other urban pollutants on the Park. Restoration of Sweetwater Branch to its natural and historical flow, elevation and patterns is desirable. The installation of debris traps or sedimentation barriers or collection infrastructure on Sweetwater Preserve is not consistent with the management goals of this Preserve.

Extensive invasive plant control work has been implemented on the Preserve. Restoration of the sandhill was initiated and is an ongoing process involving prescribed fire, removal of off-site oaks, control of invasive plants including pasture grass, and planting of native herbaceous ground cover species. Feral animals that pose a threat to the natural resource values of the property will be removed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 and the Florida Communities Trust grant covenants are prohibited. Specifically, agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Non-resource-based recreational, non-regulatory, non-informational and non-interpretational signage is prohibited. Motorized vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated with and does not enhance the goals of water resource protection, habitat protection and does not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

The Sweetwater Preserve is located in an area rich in cultural resources. Both the density of known sites and the periods represented by those sites make the Paynes Prairie region culturally important. Within the adjacent Paynes Prairie Preserve State Park there are 85 listed sites that span all known prehistoric cultural periods from Paleo-Indian to European contact and several historic period sites. The removal of any cultural resources from the site without permission of the County is prohibited.

Alachua County, Florida
By its Board of County Commissioners

By: _____

Lee Pinkson, Chair

ATTEST:

Date: _____

By: _____

J.K. Irby, Clerk

Approved as to Form:

_____

County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

ENG, DENMAN & ASSOCIATES, INC.
ENGINEERS • SURVEYORS

Legal Description

That certain tract of land as per deed recorded in Official Records Book 1157, page 369 of the Public Records of Alachua County, Florida (including that portion lessed out and excepted); being described as follows:

That part of Section 9 and 16, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of the D. L. Clinch Grant for a point of reference; thence North 04°29'56" East along the East line of the said D. L. Clinch Grant, a distance of 1551.12 feet to an old concrete monument; thence North 04°23'26" East along the said East line of the D. L. Clinch Grant, a distance of 1720.75 feet to an intersection with the Southeasterly right-of-way line of State Road No. 331; thence North 27°29'16" East along the said Southeasterly right-of-way-line, a distance of 725.00 feet to the Point of Beginning; from the said Point of Beginning continue North 27°29'16" East, along the said Southeasterly right-of-way line, a distance of 1781.22 feet; thence South 58°39'44" East, a distance of 490.59 feet; thence South 58°24'17" East, a distance of 603.01 feet; thence South 00°03'10" East, a distance of 766.53 feet; thence South 88°47'16" East, a distance of 304.58 feet; thence South 00°39'16" East, a distance of 57.60 feet; thence South 89°58'16" East, a distance of 723.18 feet; thence North 01°58'44" East, a distance of 45.50 feet; thence South 89°27'16" East, a distance of 1104.35 feet to an intersection with the Westerly right-of-way line of the Seaboard Coast Line Rail Road; thence South 15°07'33" East, along the said Westerly right-of-way line, a distance of 1365.94 feet; thence North 84°14'10" West, a distance of 3879.05 feet; thence North 28°22'27" West, a distance of 813.72 feet to an intersection with the said Southeasterly right-of-way line of State Road No. 331 and the said Point of Beginning.

Less and except:
(County Road SE 16th Avenue Ext.)

That certain parcel of land as per deed recorded in Official Records Book 1286, page 500 of the Public Records of Alachua County, Florida; being described as follows:

That part of Section 16, Township 10 South, Range 20 East that lies (1) each side of and within 60 feet of the survey line of S.E. 40th Street, Section 26525-2601, between the Westerly line of said Section 16 and Survey Line Station 44+00, and (2) North of and within 60 feet of said survey line between Station 44+00 and 50 +00 and increasing uniformly in width to 70 feet at Station 51+00, (3) South of and within 60 feet of said survey line at Station 44+00 and increasing uniformly in width to 70 feet at Survey Line Station 44+77.49, and South of and within 70 feet of said survey line between Survey Line Station 44+77.49 and 51+00 , (4) North and South of and within 70 feet each side of

2404 NW 43RD STREET • GAINESVILLE, FLORIDA 32606-6602 • TEL. (352) 373-3541 • FAX (352) 373-7249
eda@atlantic.net www.engdenman.com

the said survey line between Survey Line Station 51+00 and Survey Line Station 59+00 and decreasing uniformly to 60 feet on each side of the said survey line between Survey Line Station 59+00 and Survey Line Station 60+00 and (5) each side of and within 60 feet of said survey line, between Survey Line Station 60+00 and the Centerline of the Seaboard Coast Line Rail Road, said survey line and Survey Line Stations being described as follows:

Commence on the South line of Section 9, Township 10 South, Range 20 East, at a point 56.6 feet Easterly from the Southwest corner of said Section 9, thence South 27°26'51" West, 114.59 feet to the beginning of said survey line; thence South 61°54'09" East 475.56 feet to the beginning of a curve concave southwesterly having a radius of 1,432.39 feet; thence Southeasterly along said curve through a total central angle of 20°00'20", a distance of 500.14 feet to end of said curve; thence South 41°53'49" East, 424.30 feet to a point designated as Survey Line Station 44+00; continue South 41°53'49" East, 77.49 feet to a point designated as Survey Line Station 44+77.49 and the beginning of a curve concave Northerly having a radius of 1,432.39 feet; thence Southeasterly along said curve through an angle of 24°54'01", a distance of 622.51 feet to a point designated as Survey Line Station 51+00; continue Southeasterly along said curve through an angle of 14°36'19" a distance of 365.13 feet to end of said curve; thence South 81°24'09" East, 434.87 feet to a point designated as Survey Line Station 59+00; continue South 81°24'09" East, 1,379.55 feet to the center of Seaboard Coast Line Railroad, and the end of said survey line.

Less and except:
(City of Gainesville Powerline Right-of-Way)

That certain parcel of land described as "Parcel No. 3", recorded in Official Records Book 839, page 902 of the Public Records of Alachua County, Florida; being described as follows:

Parcel No. 3

Commence at the intersection of the East line of the D.L. Clinch Grant and the Easterly Right-of-Way of State Road No. 331 as the Point of Beginning; thence run North 27°19'54" East along said Right-of-Way 2079.73 feet; thence run South 62°40'06" East, 150 feet; thence run South 27°19'54" West, 2432.25 feet to the East line of the D.L. Clinch Grant; thence run North 04°16'54" East, along said East line 383.11 feet to the Point of Beginning. Being and lying in Section 16, Township 10 S, Range 20 E, Alachua County, Florida.

Less and except:

Commence at the southeast corner of D.L. Clinch Grant and run North 04°29'56" East, a distance of 1551.12 feet to a 4" x 4" monument (No. Identification (I.D.)) on the west line of Section 16, Township 10 South, Range 20 East; thence North 04°23'53" East along said west line and along the east line of the aforementioned D.L. Clinch Grant, a distance of 1720.75 feet to a 4" X 4" concrete monument (No I.D.); thence North 27° 29'16" East along the southeasterly right-of-way line of State Road No. 331 (150' right-of-way), a distance of 2506.22 feet to the southwest corner of tax parcel 15969-003-000 and the Point of Beginning; thence South 58°39'44" East, along the southwest line of said parcel, a distance of 490.59 feet to a 4" X 4" concrete monument (No I.D.) at the westerly most point of parcel 15967-000-000; thence South 58°24'17" East, a distance of 603.01 feet to a 1" iron pipe; thence North 90°00'00" West, a distance of 599.50 feet; thence North 00°00'00" East, 309.68 feet; thence North 59°39'44" West, a distance of 417.13 feet to a point on the southeasterly right-of-way of State Road No. 331 (150' right-of-way); thence North 27°29'16" East along said easterly right-of-way, a distance of 50.11 feet to the Point of Beginning.

Containing 3.00 acres, more or less.

Less and except:
(South of Evergreen Cemetery)

That part of Section 16, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of the D. L. Clinch Grant for a point of reference; thence North 04°29'56" East along the East line of the said D. L. Clinch Grant, a distance of 1551.12 feet to an old concrete monument; thence North 04°23'26" East along the said East line of the D. L. Clinch Grant, a distance of 1720.75 feet to an intersection with the Southeasterly right-of-way line of State Road No. 331; thence North 27°29'16" East along the said Southeasterly right-of-way-line, a distance of 725.00 feet to the southwest corner of that certain tract of land as per deed recorded in Official Records Book 1157, page 369 of the Public Records of Alachua County, Florida; thence continue North 27°29'16" East, along said Southeasterly right-of-way line, a distance of 1781.22 feet to the northwest corner of said certain tract of land; thence southeasterly, southerly, easterly, and southerly, along the northerly line of said certain tract of land through the following five (5) courses: 1) South 58°39'44" East, a distance of 490.59 feet; 2) South 58°24'17" East, a distance of 603.01 feet; 3) South 00°03'10" East, a distance of 766.53 feet; 4) South 88°47'16" East, a distance of 304.58 feet; 5) South 00°39'16" East, a distance of 57.60 feet to a 1" iron pipe (no i.d.) and to the Point of Beginning; thence continue South 00°39'16" East, 3.00 feet; thence South 89°58'16" East, 3.00 feet southerly of (measured perpendicular) and parallel with said northerly line, 723.04 feet; thence North 01°58'44" East, 3.00 feet to a 4" x 4" concrete monument (LB 2389) and a corner on said northerly line; thence North 89°58'16" West, along said northerly line, 723.18 feet to the Point of Beginning.

Containing 0.050 of an acre (2,169 square feet), more or less

Less and except:
(South of Pine Grove Cemetery)

That part of Section 16, Township 10 South, Range 20 East, Alachua County, Florida, being more particularly described as follows:

Commence at the southeast corner of the D. L. Clinch Grant for a point of reference; thence North 04°29'56" East along the East line of the said D. L. Clinch Grant, a distance of 1551.12 feet to an old concrete monument; thence North 04°23'26" East along the said East line of the D. L. Clinch Grant, a distance of 1720.75 feet to an intersection with the Southeasterly right-of-way line of State Road No. 331; thence North 27°29'16" East along said Southeasterly right-of-way-line, a distance of 725.00 feet to the southwest corner of that certain tract of land as per deed recorded in Official Records Book 1157, page 369 of the Public Records of Alachua County, Florida; thence continue North 27°29'16" East, along said Southeasterly right-of-way line, a distance of 1781.22 feet to the northwest corner of said certain tract of land; thence southeasterly, southerly, easterly, southerly, easterly, and northerly, along the northerly line of said certain tract of land through the following seven (7) courses; 1) South 58°39'44" East, a distance of 490.59 feet; 2) South 58°24'17" East, a distance of 603.01 feet; 3) South 00°03'10" East, a distance of 766.53 feet; 4) South 88°47'16" East, a distance of 304.58 feet; 5) South 00°39'16" East, a distance of 57.60 feet; 6) South 89°58'16" East, a distance of 723.18 feet; 7) North 01°58'44" East, a distance of 42.50 feet to the Point of Beginning; thence continue North 01°58'44" East, 3.00 feet to a 4" x 4" concrete monument (LB 2389) and a corner on said northerly line; thence South 89°27'16" East, 1104.35 feet to a 4" x 4" concrete monument (LB 2389) and the northeast corner of said certain tract of land; thence South 15°07'33" East, along the easterly line of said certain tract of land, 3.12 feet; thence North 89°27'16" West, 3.00 feet southerly of (measured perpendicular) and parallel with said northerly line, 1105.27 feet to the Point of Beginning.

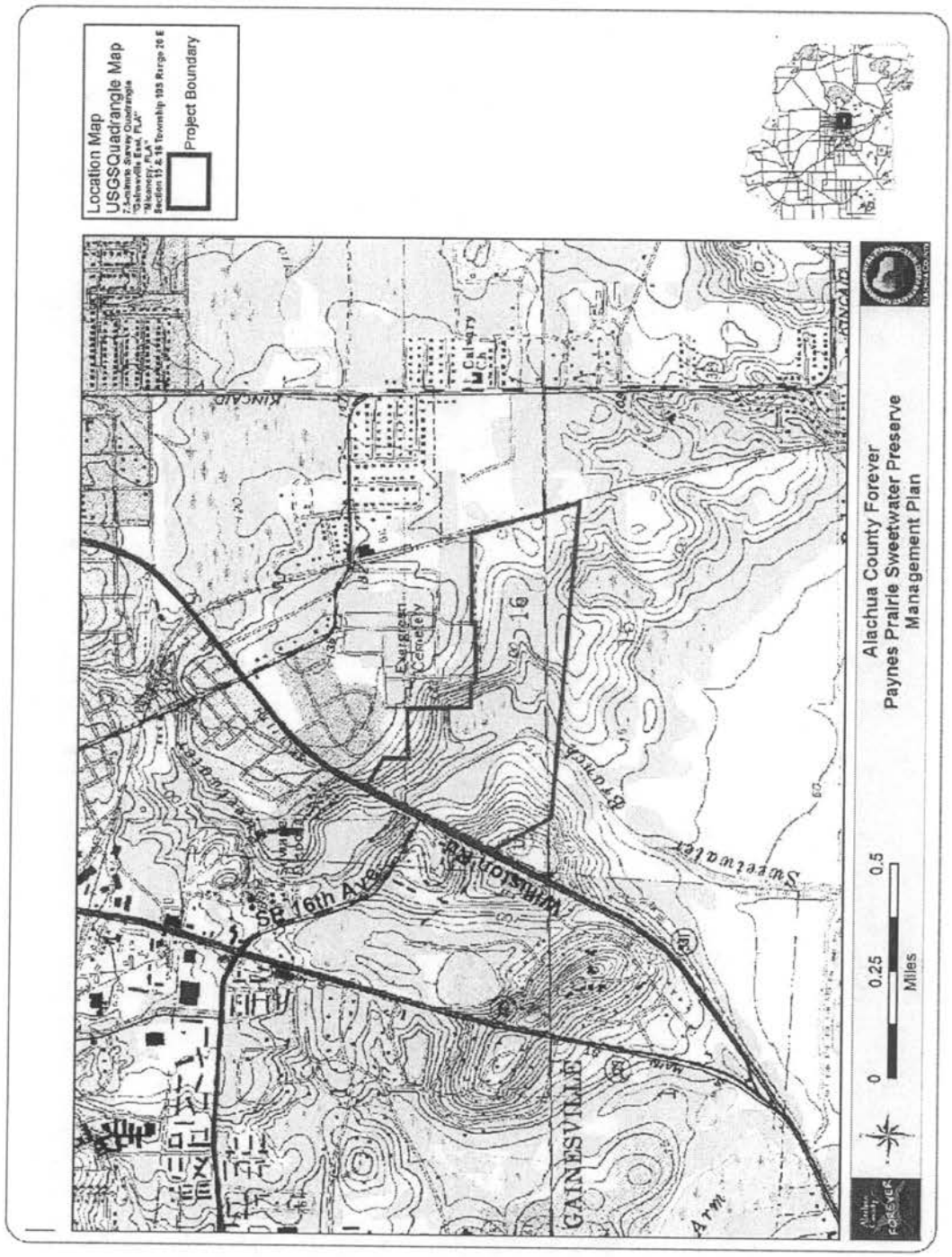
Containing 0.076 of an acre (3, 314 square feet), more or less.

Containing 113.44 acres, in aggregate, more or less.

\\JANEEN\WPDOCS\LEGALS\SWEETWATER_HWYNO_331_FINAL.DOC

EXHIBIT B.

LOCATION MAP



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO ESTABLISH A REGISTRY OF COUNTY-OWNED PROPERTY THAT HAS BEEN ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES, TO BE KNOWN AS THE "ALACHUA COUNTY REGISTRY OF PROTECTED PLACES"; TO PLACE WATERMELON POND PRESERVE ON THE REGISTRY; PROVIDING FOR RECORDING IN THE OFFICIAL RECORDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County Board of County Commissioners established the Alachua County Forever land conservation program by adopting an ordinance and asking for voter approval for the issuance of limited general obligation bonds to acquire environmentally significant lands in July, 2000; and

WHEREAS, at a general election held on November 7, 2000, a majority of the electors voting in the referendum election approved the issuance of bonds payable from an annual ad valorem tax not exceeding ¼ of 1 mill, the proceeds of which would be used to create the Alachua County Forever Program and acquire, improve, and manage environmentally significant lands to protect water resources, wildlife habitats, and natural areas suitable for resource-based recreation; and

WHEREAS, in August 2008, the Board of County Commissioners adopted an ordinance to impose a 0.5% infrastructure sales surtax for a period of 2 years to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, at a general election held on November 8, 2008, a majority of the electors approved an ordinance to impose a 0.5% Wild Spaces & Public Places local government infrastructure sales surtax for a period of 2 years to acquire and improve environmentally sensitive

lands to continue the Alachua County Forever Program, and to create, improve, and maintain parks and recreational facilities; and

WHEREAS, the Board of County Commissioners adopted an ordinance on August 12, 2008, to amend the County Charter subject to referendum approval to require that the sale or conversion to another use of county-owned lands acquired or used for conservation, recreation or cultural purposes and placed on a registry of protected property be effective only if approved by a majority of electors in the countywide referendum election; and

WHEREAS, on November 8, 2008, a majority of the electors approved the charter amendment to prevent the sale or conversion of county-owned lands acquired or used for conservation, recreation or cultural purposes without first acquiring a majority of vote of the electors voting in a countywide referendum election; and

WHEREAS, the Board of County Commissioners desires to place the Watermelon Pond Preserve identified in the Notice of Registration (Exhibit "A") attached to this resolution and identified by name and legal description ("Registered Property") on the "Alachua County Registry of Protected Public Places"; and

WHEREAS, it is the intent of the Board of County Commissioners to restrict the Registered Property to uses described in the Notice of Registration to protect the values for which it was acquired ("Public Values").

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. This resolution is adopted pursuant to Section 1.7 of the Alachua County Home Rule Charter.

Section 2. The properties identified in Composite Exhibit "A", Notice of Registration attached hereto and incorporated herein, are hereby placed on the Alachua County Registry of Protected Public Places.

Section 3. Pursuant to Section 1.7(b), Alachua County Charter, properties placed on the Alachua County Registry of Protected Public Places may not be sold or converted to a use resulting in the loss values set forth in Composite Exhibit "A", except by a majority vote of the electors voting in a countywide referendum election.

Section 4. The County Manager is hereby directed to record this resolution in the Official Records of Alachua County.

Section 5. This resolution shall become effective immediately upon adoption.

DULY ADOPTED in regular session this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

1 Exhibit A. Watermelon Pond Preserve Notice of Registration

NOTICE OF REGISTRATION

ALACHUA COUNTY REGISTRY OF PROTECTED PUBLIC PLACES

Registered Property: Watermelon Pond Preserve

PURPOSE:

This Notice of Registration is intended to notify the citizens of Alachua County that the Watermelon Pond Preserve has been placed on the Alachua County Registry of Protected Public Places. This Registry has been created in accordance with the Protection of County-owned Lands Referendum, approved by the voters in 2008 which pertains to the protection of County-owned lands acquired or used for conservation, recreation, or cultural purposes. The referendum requires that a Registry will be created for the purpose of identifying fee-simple properties owned by the Alachua County that are deemed to be worthy of the highest level of protection. When listed on the Registry, said properties may not be sold or converted to a use that will result in a loss of value for which the property was placed on the Registry, except by a majority vote of the electors in a County-wide election. Watermelon Pond Preserve was acquired to protect, preserve, and enhance its unique natural and cultural resources and to provide an enjoyable and educational resource-based recreational experience. Alachua County has evaluated Watermelon Pond Preserve and has determined it is worthy of this level of protection.

GOALS:

Watermelon Pond Preserve will be used only for the conservation, protection and enhancement of natural resources, and for resource-based recreation that is compatible with the conservation, protection and enhancement goals for the site. The desired future condition of Watermelon Pond Preserve is the preservation of existing high quality natural communities, restoration and enhancement of species diversity and wildlife habitat in impacted areas, and the provision of nature-based recreational experiences that enhances the visitor's enjoyment and appreciation of Alachua County's natural and cultural history. Management of the property is aimed at improving the condition of natural communities on the site. The natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including but not limited to invasive exotic plant removal, prescribed fire, re-vegetation, and removal of off-site hardwood species. The management plan approved by the County Commission (on file with Alachua County) requires the Registered Property remain in its natural condition and be available for compatible resource-based recreation. Any proposed use that is incompatible with these goals is to be considered *a conversion to another use* as described by the 2008 Referendum and must be approved by the electorate.

LOCATION:

The 520.16-acre Watermelon Pond Preserve is located in southwestern Alachua County between Archer and Newberry and consists of three separate parcels designated as the Gladman, Ferran and King tracts. The Preserve's 446.27-acre Gladman tract is accessible from

the Watermelon Pond County Park on SW 250th Street, and is adjacent to portions of Goethe State Forest, which is managed by the Florida Division of Forestry (FDOF). The Gladman tract is located one-quarter mile south of the Watermelon Pond Wildlife Environmental Area (WEA), a Florida Fish and Wildlife Conservation Commission (FWC) property. The County Park lies between the Gladman tract and the WEA. The Ferran and King tracts are accessible from SW 119th Avenue, and are located adjacent to the Ashton Biodiversity Research and Preservation Institute, which is protected by a Conservation Easement held by Alachua County.

ACQUISITION HISTORY:

Alachua County acquired the three parcels which compose Watermelon Pond Preserve with separate fee simple purchases using Alachua County Forever Bond proceeds. The 39.58-acre King Tract (parcel 02711-006-000) was acquired from Elizabeth King Williams on August 2, 2006. The 446.27- acre Gladman tract (parcel 02707-000-000) was acquired from Mary Helen Borsch on January 3, 2007. The 34.31-acre Ferran tract (parcel 02711-006-012) was purchased from Robert C. Ferran on October 21, 2008.The Gladman tract was originally included as part of the Florida Forever Watermelon Pond land acquisition project.

PUBLIC VALUES:

Lands within Watermelon Pond Preserve were acquired to improve and manage environmentally significant lands, to protect water resources, wildlife habitats and natural areas suitable for resource-based recreation. The Ferran and King tracts were purchased to preserve and enhance the sandhill natural community. The Gladman tract was acquired to protect Watermelon Pond, to help fill in the checkerboard pattern of publicly owned lands within the Florida Forever Watermelon Pond project, and to facilitate consistent management of surrounding public lands.

Water Resources. Watermelon Pond Preserve is situated in a non-contributing area of the Waccasassa River Basin. The primary hydrologic feature of the Preserve is Watermelon Pond itself, portions of which are found within the Gladman Tract. Watermelon Pond is a sandhill upland lake with fluctuating water levels, and no apparent surface inflows or outflows. Water enters the lake primarily by rainfall and by subsurface groundwater flow from surrounding uplands. Water exits the lake by evaporation and transpiration and by groundwater flow to surrounding lands. During times of drought, the lake subsides to a series of isolated ponds interconnected with basin marsh or prairie habitat. Times of prolonged, heavy rainfall result in flooding of the lake basin which often results in coalescing of the isolated ponds, and can persist for years. Watermelon Pond is classified as a Class III water body, which means it is designated for "recreation, propagation, and maintenance of a healthy, well-balanced population of fish and wildlife," pursuant to 62-302.400(12)(b), Florida Administrative Code. In addition to Watermelon Pond, other important hydrologic features within the Preserve include depression marshes within the Ferran tract and on the southeastern corner of the King tract. These are small, isolated, ephemeral ponds within the sandhill community, which developed over sinkhole formations. Historic aerial photographs of the area indicate these depressions become flooded during major flood events.

Wildlife. Listed animal species known to occur within the Preserve include the gopher tortoise, listed as Threatened by the State and tracked by the FNAI. Active gopher tortoise burrows are abundant in both the Ferran and King tracts. A bald eagle (*Haliaeetus*

leucocephalus) nest located just south of the Alachua – Levy County boundary is recorded in the Florida Fish and Wildlife Conservation Commission (FWC) registry of Bald Eagle Nests. This nest is located less than one mile from the Ferran and Gladman tracts. Staff has observed eagles flying over all three tracts within the Preserve and observed eagles hunting and perching on trees within the Gladman tract. Wood stork (*Mycteria Americana*), federally and State listed as Endangered, Florida sandhill crane (*Grus canadensis pratensis*), listed as Threatened by the State, and great egret (*Ardea alba*), tracked by FNAI, have also been observed on the Gladman tract. Striped newt (*Notophthalmus perstriatus*), an amphibian species tracked by FNAI, was identified by FWC and FDOF staff in ponds within Goethe State Forest, less than 0.5 mile from the Gladman Tract. Striped newts depend upon ephemeral ponds within well burned upland habitats. All three tracts within Watermelon Pond Preserve contain such ponds, and are likely habitat for striped newts and other amphibians.

Habitat. Eight distinct natural communities as classified by the Florida Natural Areas Inventory and a small area of pine plantation exist within Watermelon Pond Preserve. The natural communities span a range of dry, fire-maintained communities to the sandhill upland lake community of Watermelon Pond. The dominant natural communities are sandhill upland lake, wet prairie, and basin marsh, all of which occupy fluctuating areas within the Watermelon Pond basin, depending on rainfall conditions. Together, these three community types cover approximately 385 acres, primarily within the Gladman tract. The ecological values are more fully documented in the Site Evaluation Reports and the adopted Management Plan on file with Alachua County.

ALLOWABLE USES:

Recreation, Interpretation and Improvements. Resource-based recreational opportunities within Watermelon Pond Preserve will be provided on the Gladman tract, and will include hiking, horseback riding, fishing and nature observation during dry conditions, as well as boating when Watermelon Pond as conditions permit. Limited hunting opportunities may also be provided on the Gladman Tract. Public access to the Gladman Tract will be provided through the boat ramp on Watermelon Pond County Park and through a marked trail system originating at the County Park during drier conditions. The Gladman Tract contains several miles of interior roads which were established prior to County ownership. Most of these roads occur within the higher elevations of the Watermelon Pond basin, and many of the roads extend offsite to adjacent lands. Resource-based recreational and educational improvements may include directional and interpretive signs, trailside benches and wildlife viewing areas located primarily on the hammock islands. A marked trail system may be developed that utilizes existing roads.

It should be noted that most of the lands within the Gladman tract are occasionally flooded. This affects access to roads and trails, and will naturally limit use of trail-related improvements. Furthermore, when Watermelon Pond levels rise, boat activity will be allowed over navigable portions of the lake. In some instances, trails may be closed to avoid hazardous conditions for visitors, or to minimize negative impacts such as soil erosion.

The Ferran tract is fenced on all four sides, and contains one pipe gate and approximately 0.5 mile of boundary and interior roads and firebreaks. The King tract is fenced on all four sides and contains one pipe gate and approximately 1 mile of boundary and interior

firebreaks. Overhead electric lines bound the Ferran tract on the west and south boundaries, and the King tract on a portion of the west boundary (see Exhibit H.2).

The Ferran and King tracts will be open by appointment for staff-guided walks and nature observation. Should improvements become desirable, possible improvements will be located to minimize impacts to the resources and to avoid impacts to listed plant and animal species and known cultural resources.

Resource Management. Management goals are aimed at maintaining or improving the condition of natural communities on the site. Natural communities that are in good to excellent condition will be maintained. Those that are in less than good condition will be improved using management activities including, but not limited to, solid waste removal, protection of cultural resources, invasive exotic plant removal, prescribed fire, removal of off-site hardwoods and re-vegetation.

Feral animals that pose a threat to the natural resource values of the property will be removed.

Research that is compatible with the above stated goals is acceptable under the appropriate agreements with the County.

PROHIBITED USES:

Uses that detract from the conservation and recreation goals of the County and that are inconsistent with the Alachua County Forever Referendum of 2000 are prohibited. Specifically, agricultural uses including ranching, grazing, and row cropping are not consistent with the conservation of water resources and wildlife habitat protection goals. Signage that does not promote the educational, resource-based recreational or natural values of the property is prohibited since it creates visual blight and detracts from resource-based recreation in natural areas. Motorized terrestrial vehicles are prohibited except where necessary for Preserve management or to provide access for mobility-impaired persons engaged in permitted uses on the Preserve. All development that is not associated and that does not enhance the goals of water quality protection, habitat protection and do not further resource-based recreation is prohibited. Use of any of the improvements now or to be constructed on the property must not conflict with the stated goals of this Preserve.

The removal of any cultural resources from the Preserve without permission of the County is prohibited.

Alachua County, Florida
By its Board of County Commissioners

By: _____
Lee Pinkoson, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

"Watermelon Pond-Gladman" Tract

All of Section 9, Township 11 South, Range 17 East, Alachua County, Florida, LESS Southwest 1/4 and LESS Southwest 1/4 of Southeast 1/4.

ALSO LESS AND EXCEPT

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) +- 10 acres, and the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) +- 2-1/2 acres.

Tax Parcel # 02707-000-000

"Watermelon Pond-King" Tract

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 11, Township 11 South, Range 17 East, Alachua County, Florida.

TOGETHER with an easement for ingress and egress over the North 100 feet of Section 6, Township 11 South, Range 18 East; the North 100 feet of Sections 1 and 2, Township 11 South, Range 17 East; the West 100 feet of Section 2, Township 11 South, Range 17 East; the West 100 feet of the North Half (N ½) of Section 11, Township 11 South, Range 17 East, Alachua County, Florida; the North 100 feet of Section 10, Township 11 South, Range 17 East, to the waters of Watermelon Pond.

TOGETHER with a non-exclusive easement for ingress and egress and public utilities forty (40) feet on either side of the following described centerline. For a Point of Beginning commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) also being the Southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section 11, Township 11 South, Range 17 East, Alachua County, Florida, and run East along the North line of said Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4 of Section 11 to the Northeast corner of said Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4); thence run North along the East line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of said Section 11 a distance of 357.41 feet; thence run North 86 deg. 54 min. 48 sec. East, a distance of 885.61 feet; thence run South 03 deg. 52 min. 50 sec. East, 367.26 feet to a point on the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of said Section 11; thence run East along the South line of said Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) and along the South line of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of said Section 11 to the Southeast corner of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of said Section 11 (being also the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE 1/4 of NE 1/4) of said Section 11) which point shall hereinafter be referred to as reference point "A", from said reference point run North along the East line of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) to the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of said Section; thence return to reference point "A and run South along the East line of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4) of said Section 11 to the Southeast corner of the said Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4).

EXHIBIT A (continued)

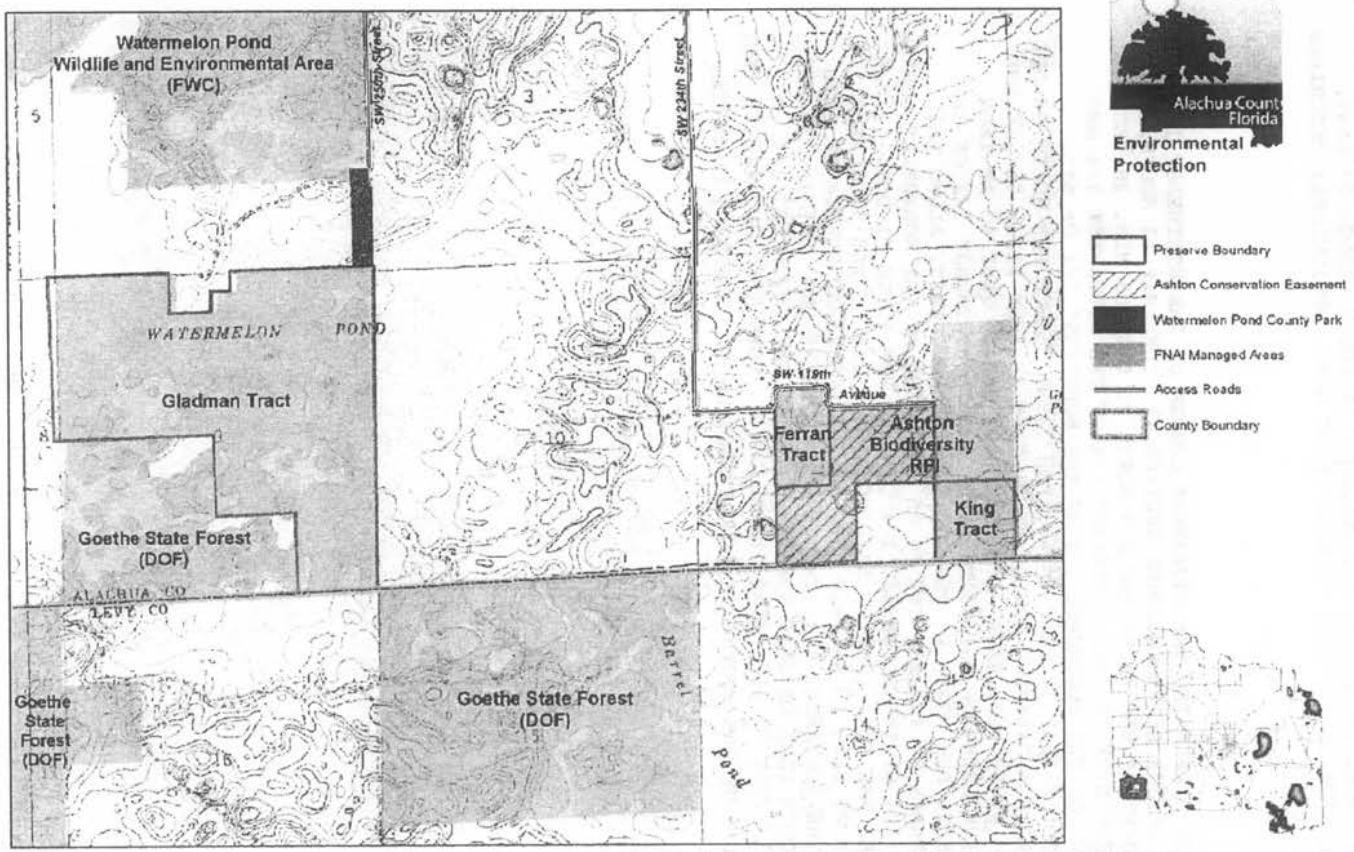
"Watermelon Pond-Ferran" Tract

A TRACT OF LAND SITUATED IN SECTION 11, TOWNSHIP 11 SOUTH, RANGE 17 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE BEING THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 11, TOWNSHIP 11 SOUTH, RANGE 17 EAST FOR THE POINT OF BEGINNING AND RUN NORTH 01 DEG. 03 MIN. 28 SEC. WEST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1659.32 FEET TO AN IRON PIPE; THENCE RUN NORTH 86 DEG. 54 MIN. 48 SEC. EAST, A DISTANCE OF 895.61 FEET TO AN IRON PIPE; THENCE RUN SOUTH 03 DEG. 52 MIN. 50 DEG. EAST, A DISTANCE OF 367.26 FEET TO AN IRON PIPE, SAID IRON PIPE LYING ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN NORTH 87 DEG. 33 MIN. 00 SEC. EAST, ALONG SAID NORTH LINE, A DISTANCE OF 413.29 FEET TO AN IRON PIPE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 01 DEG. 03 MIN. 21 SEC. EAST, ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1286.25 FEET TO AN IRON PIPE AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 86 DEG. 52 MIN. 10 SEC. WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1317.13 FEET TO THE POINT OF BEGINNING. LESS THE EAST 413.29 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 17 EAST.

Notice of Registry
Alachua County Registry of Public Protected Places
Watermelon Pond Preserve
EXHIBIT B.

Watermelon Pond Preserve Location Map



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

ALACHUA COUNTY
OFFICE OF THE COUNTY ATTORNEY

P.O. Box 2877 • Gainesville, Florida 32602-2877
Tel. (352) 374-5218 • Fax (352) 374-5216 • Suncom 651-5218
Home Page: www.co.alachua.fl.us
David W. Wagner, County Attorney

MEMORANDUM

TO: Chair Pinkoson, Commissioners Byerly, Chestnut, DeLaney, and Long

FROM: David W. Wagner, County Attorney

DATE: May 2, 2006

SUBJECT: *Conversion of Land Purchased with Alachua County Forever Bond Proceeds*

The purpose of this memorandum is to respond to the Board's request for information on how the County can protect Alachua County Forever lands from conversion to non-conservation uses in future years.

Background

On July 25, 2000, the Board adopted an ordinance to establish the Alachua County Land Conservation Program. This ordinance provided that Alachua County should establish a program to acquire and manage environmentally significant lands by issuing bonds paid by an annual ad valorem tax of ¼ of 1 mill for 20 years.

On the same day, the Board adopted a resolution calling for a bond referendum authorizing the issuance of limited general obligation bonds to acquire environmentally significant lands. The bond ballot question that was approved by the voters on November 7, 2000, authorized the County to levy ¼ of 1 mill to pay debt service on bonds used to acquire environmentally significant lands. The ballot question limited the total principal amount to $29,000,000 payable from an annual ad valorem tax maturing not later than 20 years from the date of the issuance of the first bonds.

The County subsequently issued the first series of bonds in 2003.

Question Presented:

Do either the bond ballot resolution or the ordinance prohibit the County from converting conservation lands to non-conservation uses?

Answer:

In my opinion, the ordinance and the bond ballot resolution, which was memorialized in bond covenants that the Board approved when issuing the bonds in 2003, prevent the land from being converted to non-conservation uses for a period of 20 years from the date of the first issuance of the bonds. Therefore, the land could be converted to other uses after the spring of 2023. In addition, to create the ability to convert the land to non-conservation uses, the County would have to amend the ordinance that created the program. This could be done by the Board's majority vote.

Methods to Prevent Conversion:
The number of federal, state, and local conservation land acquisition and conservation programs has increased during the last 20 years. In high growth parts of the United States there is increasing pressure on governments to convert conservation lands to public infrastructure or private development uses because of the scarcity of land.

The following actions may be taken to deter the conversion of conservation lands:

1. **State Legislation.** New Jersey, among other states, adopted statewide legislation to create a conversion application process. This complicated process requires all owners who desire to convert conservation lands within the state to apply to the state. The application must meet complex criteria and the decision of the state agency must be made after a noticed public hearing. Although Florida does not have a statewide process, Florida law does restrict the disposal or conversion of land that was acquired with Florida Forever funds. This restriction would apply to those Alachua County Forever projects that have been acquired with both Florida Communities Trust/Florida Forever funds and County funds, but would not apply to those lands which were acquired exclusively with Alachua County Forever bond proceeds.

2. **Conservation Easements.** Perpetual conservation easements are probably the most common method used to conservation lands. The County could use a conservation easement to convey the property to another government or a qualified not-for-profit corporation. Although the conservation easement is widely used, it does not provide for perpetual protection because governments in Florida have statutory authority to condemn conservation easements held by non-profit organizations. Section 704.06, Florida Statutes (the statute that creates the conservation easement in Florida) expressly authorizes condemnation for certain public infrastructure facilities, such as utility lines and transportation corridors. In addition, the parties to the easement can agree to terminate the easement.

3. **Charter Amendment.** The County could amend the County Charter to prevent the disposal of Alachua County Forever conservation lands. A Charter amendment can be initiated by the Board by adoption of an ordinance by a majority plus one vote. All charter amendments must be approved by a referendum of the electors to be held during a general election. This means that a charter amendment can be repealed only if the electors in the County voted to repeal the amendment restricting the conversion of conservation lands.

4. **Ordinance Amendment.** The Board could amend the ordinance that created the Alachua County Forever program and specify that the ordinance could not be amended in the future to delete the protection of such conservation lands except by a majority-plus-one or unanimous vote.

5. **Co-Ownership of Property.** The County could acquire as many properties as possible as co-owners with other governmental entities. The County could also convey by deed already acquired property to itself and another government.

Please contact me if you have questions about this memorandum.

DWW:eeh

xc: Randall Reid, County Manager
Chris Bird, Director, Environmental Protection
Ramesh Bush, Land Conservation Manager
Ed Crapo, Property Appraiser

Alachua County Forever

Registry of Protected Public Places

March 22, 2011

Charter Amendment

PROTECTION OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES

SHALL THE ALACHUA COUNTY CHARTER BE AMENDED TO REQUIRE THAT THE SALE OR CONVERSION TO ANOTHER USE OF COUNTY-OWNED LANDS ACQUIRED OR USED FOR CONSERVATION, RECREATION, OR CULTURAL PURPOSES BE EFFECTIVE ONLY IF APPROVED BY A MAJORITY OF THE ELECTORS IN THE COUNTY IN A COUNTY-WIDE REFERENDUM ELECTION?

✓ YES 74.89%

____ NO

Charter Amendment

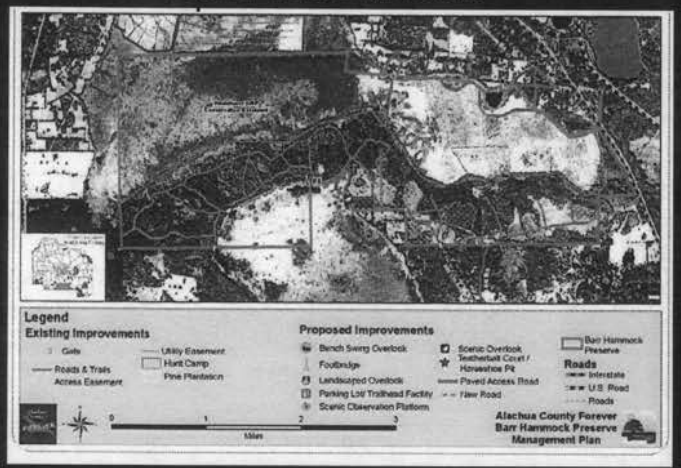
Sec. 1.7 Sale or conversion of county-owned lands used or acquired for conservation, recreation, or cultural purposes.

(A) A registry is hereby created, consisting of special places owned by Alachua County that are acquired or used for conservation, recreation, or cultural purposes, and that are deemed by the Board of County Commissioners to be worthy of the highest level of protection. The registry shall be known as the "Alachua County Registry of Protected Public Places." At a public hearing the Board may add properties to the Registry by adopting a resolution by a majority plus one vote of the membership of the County Commission. The resolution shall contain the legal descriptions of the sites and a description of the values that supported their inclusion on the Registry, and shall be recorded in the official public records.

(B) Properties, or portions or properties, on the Alachua County Registry of Protected Public Places may not be sold, or converted to a use that will result in a loss of a value or values for which a property was placed on the Registry, except by a majority vote of the electors voting in a countywide referendum election.

(C) The above restrictions on divestiture or conversion of property shall not apply where the property is being taken for a public purpose by the state or federal government by way of eminent domain.

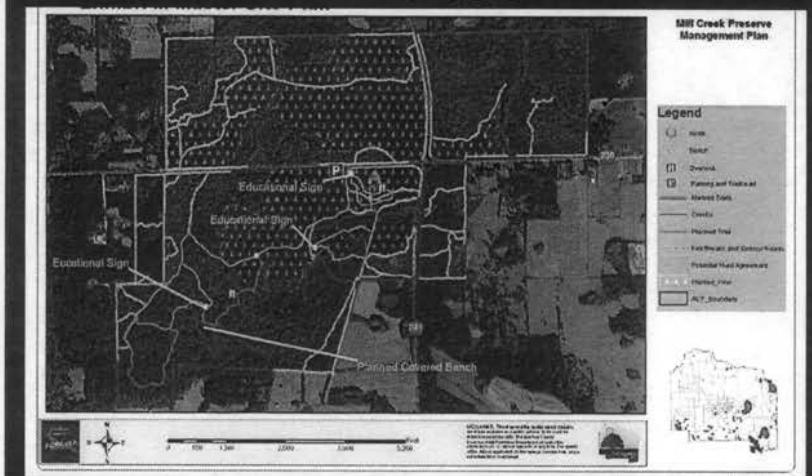
Barr Hammock



Barr Hammock

Tract	Acquired	Size	Price	Partner
Ledwith Lake – Rayonier	9/26/2006	2,309	$9,957,376	$ 6,445,275
Barr Hammock - Whitehurst	3/13/2009	3,239	$4,000,000	$4,000,000
Barr Hammock - Hare	3/13/2009	70	$750,000	$650,000

Mill Creek



Mill Creek

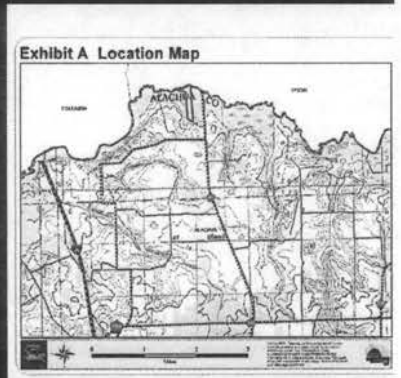
Tract	Acquired	Size	Price	Partner
Lybass Beech Forest	11/8/2002	1,194	$2,827,940	$ 1,413,970
Mill Creek – Halbrook & Steedley	8/9/2006	36	$330,512	$ -

Cofrin Nature Park

Cofrin Nature Park

Tract	Acquired	Size	Price	Partner
Beville Creek	12/30/2003	23	$1,500,000	$ 1,031,087

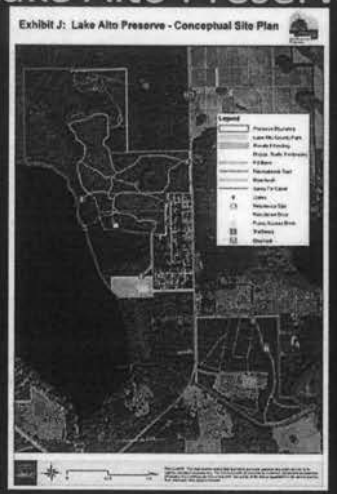
Odum Preserve



Odum Preserve

Tract	Acquired	Size	Price	Partner
Santa Fe River - Odum	11/15/2006	47	$ 63,450	$ 58,450

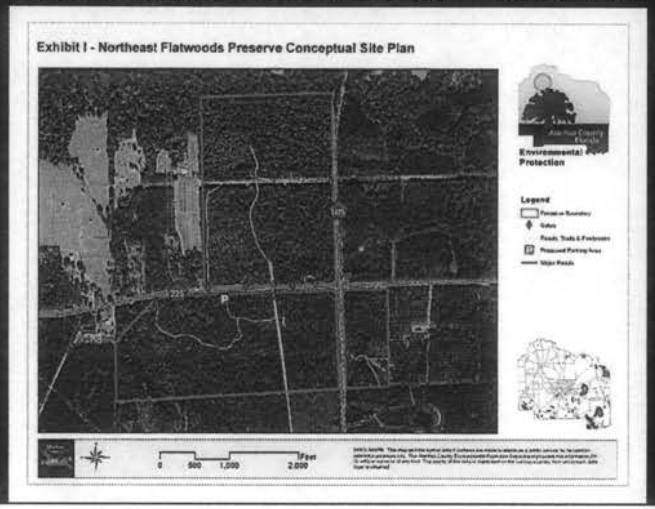
Lake Alto Preserve



Lake Alto Preserve

Tract	Acquired	Size	Price	Partner
Waldo Blueway - Crosley	10/26/2005	280	$903,000	$ -
Waldo Blueway - Lake Alto LLC	2/7/2008	120	$400,000	$ 200,000
Waldo Blueway - Overton	9/27/2007	110	$850,000	$ -
Waldo Blueway - Ramsden	10/26/2005	186	$ 890,305	$ -

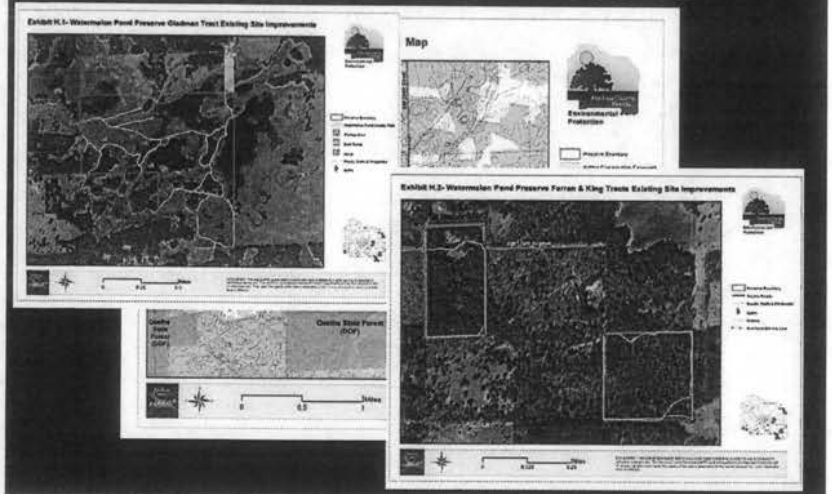
Northeast Flatwoods Preserve



Northeast Flatwoods Preserve

Tract	Acquired	Size	Price	Partner
Santa Fe River - AP&E	2/7/2006	234	1,200,000	$ -

Watermelon Pond Preserve



Watermelon Pond Preserve

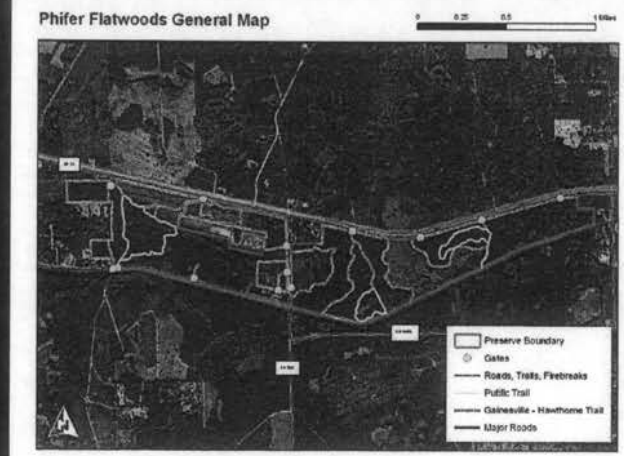
Tract	Acquired	Size	Price	Partner
Gladman Tract	1/9/2007	440	$ 225,000	$ -
Section 11-Williams (King)	8/4/2006	40	$ 300,000	$ -
Watermelon Pond-Ferran	10/21/2008	34	$ 216,153	$ -

Sweetwater Preserve

Sweetwater Preserve

Tract	Acquired	Size	Price	Partner
Sweetwater Limited	3/24/2006	113	$ 7,703,978	$ 5,831,112

Phifer Flatwoods Preserve



Phifer Flatwoods Preserve

Tract	Acquired	Size	Price	Partner
Phifer Flatwoods	2/10/2006	634	2,882,293	$ 1,152,917

March 22, 2011 Regular Board Meeting
Agenda Item #34

Title
A request on behalf of the Dickinsons to rezone from C-1(Conservation) to RE-1 (Residential Estate-1) district on Tax Parcel Number 06836-006-000 (Amended)

Amount
N/A

Description
This application is a request by Alachua County on behalf of Sally and Josh Dickinson, owners, to rezone from C-1 (Conservation) to RE-1 (Residential Estate-1) district on 10 acres located at 6124 SW 30th Avenue on Tax Parcel Number 06836-006-000

Recommendation
Approve the rezoning from C-1 (Conservation) to RE-1 (Residential Estate-1) on tax parcel number 06836-006-000; 6124 SW 30th Avenue, Parcel Number 06836-006-000.

Alternative(s)
Do not approve the rezoning request.

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management

Attachment(s) Description
Resolution, Staff Report, Presentation, Administrative Rezoning Map, Draft Conservation Easement

Documents Requiring Action
Resolution

Executive Summary
The Dickinson's property, parcel number 6836-006, has a Low Density Residential land use designation and was administratively rezoned to C-1 (Conservation) in 1997. The rezoning was most likely in error for the properties in this area that are not covered by a nearby Conservation Easement. The Dickinsons wish to construct an accessory living unit on their property but cannot do so in the C-1 (Conservation) district. The appropriate zoning district for this property would be RE-1 (Residential Estate 1), which is consistent with the Low Density Residential land use designation and will allow the Dickinsons to construct the accessory living unit.

Background
In 1997 the County conducted a County-wide administrative rezoning to ensure that parcels were zoned correctly for the underlying land use designation. The Dickinson's property, parcel number 6836-006, has a Low Density Residential land use designation and was administratively rezoned to C-1 (Conservation) in 1997. The attached administrative rezoning map indicates "Conservation Easement" as the reason for the rezoning. A conservation easement exists in the vicinity of the Dickinson's property but does not touch the 10 acres of this particular parcel. The rezoning was most likely in error for the properties in this area that

are not covered by the Conservation Easement. C-1 zoning limits properties to one unit per 10 acres. The Dickinsons wish to construct an accessory living unit on their property but cannot do so since the property is only 10 acres. The appropriate zoning district for this property would be RE-1 (Residential Estate 1). This limits the number of units to 2 units per acre and is consistent with the Low Density Residential land use designation. This would allow the Dickinsons to construct the accessory living unit.

Issues
Whether the subject property was rezoned in error in the 1997 administrative rezoning. Whether RE-1 is the appropriate zoning designation for the property.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ZOM0211_Staff_Report.pdf
Attachment: ZOM0211 Presentation.pdf
Attachment: Application.pdf
Attachment: Resolution_Z_11_03.pdf
Attachment: Dickinson_Property_Admin_Rezone_Map.pdf

Alachua County
Office of Planning and Development Staff Report

Application Number: ZOM-02-11 Staff Contact: Missy Daniels. Sr. Planner 352-374-5249

Planning Commission Hearing Date: **February 16, 2011**
Board of County Commissioners Hearing Date: **March 22, 2011**

SUBJECT: A request to rezone from "C-1" (Conservation) to "RE-1" (Residential Estate-1) district on approximately 10 acres located at 6124 SW 30th Avenue on Tax Parcel Number 06836-006-000

APPLICANT/AGENT: Alachua County

PROPERTY OWNER: Josh and Sally Dickinson

PROPERTY DESCRIPTION:
Location: 6124 SW 30th Avenue
Parcel Numbers: 06836-006-000
Section/Township/Range: 16-10-19
Land Use: Low Density Residential (1-4 units per acre)
Zoning: C-1 (Conservation)
Existing Use: single family home
Acreage: 10

PREVIOUS REQUESTS: None by property owner
Administratively rezoned in 1997 from A (Agriculture) to C-1 (Conservation).

ZONING VIOLATION HISTORY: None

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: Recommend approval with the bases in the staff report (8-0).

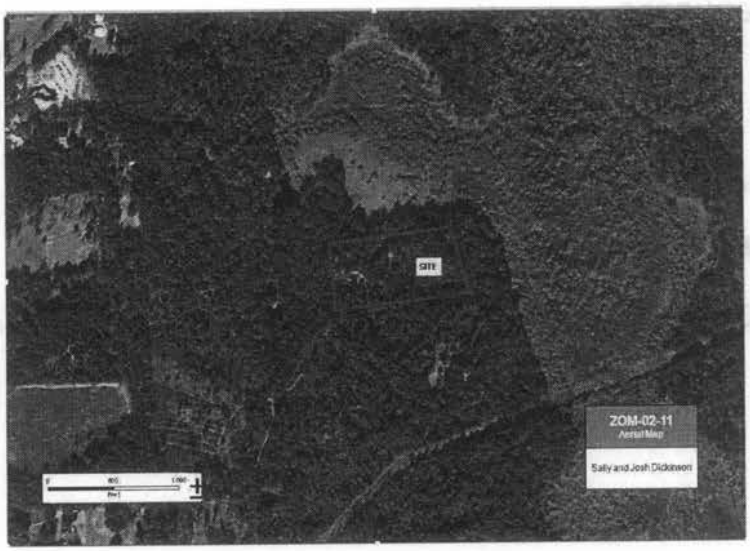
Alachua County
Office of Planning and Development Staff Report

ANALYSIS OF REQUEST

Background

In 1997 the County conducted a County-wide administrative rezoning to ensure that parcels were zoned correctly for the underlying land use designation. The Dickinson's property, parcel number 6836-006, has a Low Density Residential land use designation and was administratively rezoned from A (Agriculture) to C-1 (Conservation). The attached administrative rezoning map indicates "Conservation Easement" as the reason for the rezoning. A conservation easement exists in the vicinity of the Dickinson's property but does not touch the 10 acres of this particular parcel. The rezoning was most likely in error for the properties in this area that are not covered by the Conservation Easement. C-1 zoning limits properties to one unit per 10 acres. The Dickinsons wish to construct an accessory living unit on their property but cannot do so since the property is only 10 acres. The appropriate zoning district for this property would be RE-1 (Residential Estate 1), which at up to 2 units per acre is the lowest density zoning district that implements the Low Density Residential land use designation. This would allow the Dickinsons to construct the accessory living unit.

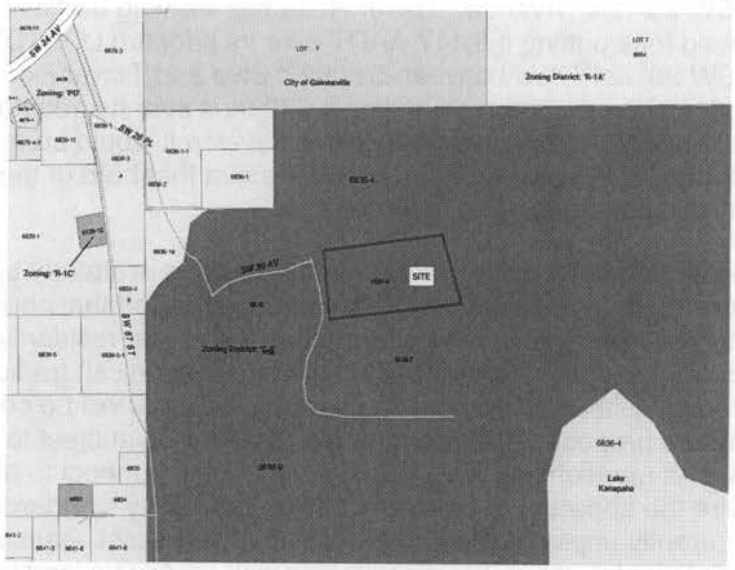
Figure 1. - Aerial View of Subject Property



Description of Surrounding Properties

The subject property is located in an area with a few single family homes. The County owns property to the north and southeast known as Hogtown Prairie and Lake Kanapaha. There are wetlands on the County property. The subject property does not contain wetlands. A large part of the area in the vicinity of this parcel is also covered by a Conservation Easement, though not this specific parcel. The area is also within the County's strategic ecosystem designation. The Future Land Use for the surrounding area is Low Density Residential, except for the property to the east, which has a Recreation land use. This parcel to the east surrounds Lake Kanapaha. All of the properties surrounding the subject property are currently zoned C-1 (Conservation). The property in the vicinity that is not in strategic ecosystems has a zoning of R-1a, which allows 1-4 units per acre.

Figure 2 Surrounding Zoning



LEVELS OF SERVICE

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within specified timeframes. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed rezoning has the potential to produce 19 additional dwelling units that could potentially generate 189 additional daily trips. The subject property has no direct access to a paved County roadway that would allow for further subdivision at the current time. If the property was to be connected to a paved roadway it would connect to either Tower Road or SW 20th/24th Avenue. Tower Road has existing traffic of 17,500 AADT with 8,317 reserved trips putting it 5,117 AADT over its adopted LOS "D" capacity of 21,300 AADT. SW 20th/24th Ave between SW 62nd Blvd and Tower Road currently has 18,500 AADT with 3372 reserved trips putting it 572 trips over its adopted LOS "D" capacity of 21,300 AADT. If this property were to develop it would be required to enter into the Proportionate Fair Share process due to the fact that both of these roadways are over capacity with the addition of reserved trips. .

Though the adopted level of service on nearby public roads is already being exceed, this property was zoned C-1 (Conservation) district in error and that should be corrected. RE-1 (Residential Estate-1) is consistent with other residentially zoned property in the vicinity and has the lowest density and (theoretical) traffic generation of the residential zoning districts. The final concurrency analysis will be conducted as an element of any future proposed development plan and will be subject to the rules in place at that time. As mentioned above, the requirement to connect to a paved public road would require the applicant to pave and design to County standards approximately one (1) mile of currently unpaved road and the difficulty and cost associated with sewer extension through County property and environmentally sensitive land would make subdividing to allow more than 2 homes on the property highly unlikely.

Water and Sewer

As required by **Policy 2.1** of the Potable Water and Sanitary Sewer Element of the Comprehensive Plan, any future development on this site will be required to connect to potable water and sanitary sewer systems. The current home on the site is utilizing well and septic.

Drainage

New development on the site will be required to meet the Level of Service standards established in **Policy 3.1** of the Stormwater Management Element of the Comprehensive Plan. Any proposed development would be required to consistent with this policy at the time of Development Plan Review.

Emergency Services

Policy 1.2.5 (A) states that the LOS standard as contained in the Fire Service Master Plan (Revised 1991/92) for an undeveloped Class II (suburban) area is as follows:

- Initial unit response within 6 minutes for 80% of all responses within a 12 month period
- Water from hydrants must be at least 2,000 gallons/minute for two hours
- If there are no hydrants, the fire company serving the district must have the capability to supply 250 gallons/minute for two hours within five minutes of arrival on the scene.

The proposed rezoning will not create a deficiency in adopted LOS standards for emergency services.

Solid Waste

Policy 1.2.4(C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Recreation

Policy 1.2.4(B) states that the minimum LOS standard for recreation in the unincorporated area of Alachua County is 0.5 acres of improved activity-based

recreation sites and 5.0 acres of improved resource-based recreation sites per 1,000 persons. The proposed zoning change will not cause the recreation level of service standard to be exceeded.

Schools

Policy 1.1.2 of the Public School Facilities Element requires that Alachua County shall coordinate land use decisions with the School Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods by requesting School Board review of proposed comprehensive plan amendments and rezonings that would increase residential density. The School Board was notified of this application and provided no comment.

COMPREHENSIVE PLAN AND ULDC CONSISTENCY

Staff finds the request to be consistent with the Alachua County Comprehensive Plan and the Unified Land Development Code as a whole and specifically with the policies and sections outlined here.

Future Land Use Element

The Future Land Use Designation for the subject property is Low Density Residential, which allows 1-4 dwelling units per acre **(Policy 1.3.2).**

Consistency: The requested RE-1 zoning district allows up to 2 units per acre and is the lowest density zoning district that is consistent with the Low Density Residential Future Land Use designation.

Policy 7.1.2 of the Future Land Use Element states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity.

Consistency: Most properties in this area of the County and within the vicinity of this site with a Low Density Residential Land Use are zoned R-1a, which allows 1-4 units per acre. However, these properties zoned R-1a are outside of the strategic ecosystem. The requested district of RE-1 allows less density but is still consistent with the land use designation. The properties immediately surrounding the subject property are also zoned C-1(Conservation) as a result of the administrative rezoning in 1997. Some of the property in the area is covered by a Conservation Easement. All of the immediately surrounding property, including the subject property, is designated as Strategic Ecosystem because of the natural resources on site. Any development on the

site will be required to protect these resources consistent with the Conservation and Open Space policies outlined below.

Conservation and Open Space Element

Policy 3.6.3 in the COSE states that parcels that include or are adjacent to conservation or preservation areas shall not receive planning and zoning designations that are higher in intensity or density unless natural resource protection is ensured.

Policy 3.6.6 requires any development on land that includes or is adjacent to conservation or preservation area to exhibit best environmental practices with the emphasis on designing with nature.

Policy 4.9.2 requires that during the land use and development review process, the County shall minimize the effects of development on significant plant and wildlife habitat.

Policy 4.9.3 requires management plans for all significant plant and wildlife habitat that is to be protected.

The policies on Strategic Ecosystems (**4.10.2, 4.10.3, and 4.10.4**) require an applicant for development to do one of two things: conduct a special area study of the strategic ecosystem or demonstrate that the ecological integrity of the strategic ecosystem will be protected. **Policy 4.10.5** requires up to 50% of each strategic ecosystem to be preserved as undeveloped area.

Consistency: The above policies require protection of the natural resources including requiring assurance of that protection if a property is going to be upzoned. This rezoning application is to correct a previous error that occurred in the Administrative Rezoning in 1997. This property should have been given a residential zoning district at that time. RE-1 is the lowest density residential district that is consistent with the Low Density Residential Land Use designation. The policy above on upzoning is premised upon the existing zoning being correct and consistent with the land use and would prohibit rezoning to a higher density zoning district if protection of the resources was not ensured up front. If development is ever proposed on this subject site, the resource protection policies and standards of the Code and Comprehensive Plan will still apply.

Unified Land Development Code

Section 403.05 indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. The land use designation is Low Density Residential. Table 403.07.1 indicates that the'RE-1 zoning district allows for .5-2 du/ac, which is consistent with the Low Density Residential Future Land Use Designation.

Section 402.77 of the ULDC lists seven (7) criteria to be evaluated when considering a rezoning. They are:

(a) Consistency

The proposed rezoning is consistent with the Comprehensive Plan and this ULDC.

(b) Compatibility

The proposed rezoning is compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area.

(c) Development Patterns

The proposed rezoning shall result in logical and orderly development patterns.

(d) Suitability

The affected property is suitable for the uses that are permitted by the proposed zoning districts.

(e) Adequate Public Services

The proposed rezoning is consistent with the adequate public facilities requirements of Article 12, Chapter 407 of this ULDC.

(f) Access

Available ingress and egress is adequate for potential uses in the proposed zoning district.

(g) Public Health, Safety, and Welfare

The uses allowed within the proposed zoning district shall not adversely affect health, safety, and welfare.

Chapter 406, Article 5 contains the regulations pertinent to properties within strategic ecosystems, including requiring set asides of up to 50% and management plans or special areas studies. Each of these requirements are implemented at the Development Review or building permit stage if development review is not required. If the applicant constructs a secondary living unit as proposed, they would not be required to submit a development plan but they would be required to meet the development standards in Section 406.38, which require a management plan and restrictions on where structures can be placed.

The proposed zoning district of RE-1 is consistent with the underlying Residential Low Density Future Land Use designation. The subject property and properties surrounding it are designated Strategic Ecosystem by the Comprehensive Plan, which has specific requirements for protection of the natural resources on site as discussed above.

Properties in the vicinity are also Low Density Residential Land Use but outside the Strategic Ecosystem they are zoned R1-a, which has a higher density allowance than the proposed RE-1 (Residential Estate -1). Further to the west is the Tower/24th Activity Center that provides some nearby commercial development for the otherwise mostly residential development in this area. The proposed rezoning is consistent with the surrounding zoning pattern and uses in the area.

Technically development of this property at the densities allowed by the RE-1 zoning district would allow 19 additional units. This lot was created by variance in 1977. The lot cannot be subdivided unless all county subdivision regulations are met, including building a road that meets County standards to access the lots. The resource protection standards of the both the Comprehensive Plan and the Land Development Code will ensure that any development that occurs on the property does not adversely affect the natural resources.

Conclusion

As analyzed in this Staff Report, adequate public services are available to serve the existing development on the site. The proposed rezoning is what the appropriate zoning would have been had the property not been incorrectly rezoned during the administrative rezoning process. The heightened resource protection standards for Strategic Ecosystems in the Comprehensive Plan and ULDC will not allow for

development that adversely affects the health, safety, or welfare of surrounding properties or the community. For these reasons, staff finds the proposed rezoning to be consistent with the Comprehensive Plan and Unified Land Development Code.

STAFF RECOMMENDATION

Staff recommends **approval** of ZOM-02-11 with the following bases:

Bases:

1. The Future Land Use Designation for the subject property is Low Density Residential, which allows 1-4 dwelling units per acre **(Policy 1.3.2).** The requested RE-1 zoning district allows up to 2 units per acre and is therefore consistent with this policy.

2. **Policy 7.1.2 of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. Many of the properties in this area of the County with the Low Density Residential Land Use are zoned R-1a, which allows 1-4 units per acre. The requested district of RE-1 allows less density but is still consistent with the land use designation. The properties immediately surrounding the subject property are zoned C-1(Conservation) as a result of the administrative rezoning in 1997 and most of those are in a Conservation Easement. The subject property is not in the easement. RE-1 is consistent with the Comprehensive Plan, and the surrounding development.

3. **Policy 3.6.3 in the Conservation and Open Space Element** states that parcels that include or are adjacent to conservation or preservation areas shall not receive planning and zoning designations that are higher in intensity or density unless natural resource protection is ensured. **Policy 3.6.6** requires any development on land that includes or is adjacent to conservation or preservation area to exhibit best environmental practices with the emphasis on designing with nature. These policies require protection of the natural resources including requiring assurance of that protection if a property is going to be upzoned. This rezoning application is to correct a previous error that occurred in the Administrative Rezoning in 1997. This property should have been given a residential zoning district at that time. RE-1 is the lowest density residential district that is consistent with the Low Density Residential Land Use designation. The policy on upzoning is premised upon the existing zoning being correct and consistent with the land use and would prohibit rezoning to a higher density zoning district if protection of the resources was not ensured up front. If

development is ever proposed on this subject site, the resource protection policies and standards of the Code and Comprehensive Plan will still apply.

4. As required by **Section 402.77 and Policy 7.1.2** of the Future Land Use Element, the proposed rezoning in conjunction with the heightened resource protection standards for Strategic Ecosystems in the Comprehensive Plan and Code will not allow for development that adversely affects the health, safety, or welfare of surrounding properties.

5. **Section 403.05** indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Table 403.07.1 indicates that the RE-1 zoning district allows for .5 - 2 du/ac, consistent with the Low Density Residential Future Land Use Designation.

Attachments:

Exhibit 1 – Referenced Comprehensive Plan Policies and Zoning Regulations

Exhibit 2 – Staff and Agency Comments

Exhibit 3 – Application

Exhibit 1 – Alachua County Comprehensive Plan Policies and Land Development Regulation Citations

2001-2020 COMPREHENSIVE PLAN

Future Land Use Element

Policy 7.1.2. Proposed changes in the zoning map shall consider:

a. consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan.

b. the availability and capacity of public facilities required to serve the development. When considering a rezoning, this includes the availability and capacity of existing public facilities and the timing of

future facilities based on capital plans. Specific determinations of any exceptions to the requirement to connect to a centralized potable water and sanitary sewer system will be made at the stage of development plan review, as detailed in Policy 2.1 of the Potable Water and Sanitary Sewer Element.

c. the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice.

d. those factors identified by law, including that as a general matter an applicant is not entitled to a particular density or intensity within the range of densities and intensities permitted by the Comprehensive Plan, given due consideration of legitimate public purposes relating to health, safety, and welfare.

UNIFIED LAND DEVELOPMENT CODE

403.07 Single Family Residential Standards

Within all single family residential zoning districts, unless otherwise provided in this ULDC, the principal building and accessory buildings shall be located and constructed in accordance with Table 0.1, Setback Requirements for Residential Lots, and the following standards shall apply.

Lot sizes

Lot sizes may vary in the single family residential zoning districts provided the following density requirements are met.

	Zoning Districts				
Density Range	**RE**	**RE-1**	**R-1aa**	**R-1a or R-1c**	**R-1b**
Dwelling units per acre	**0-.5**	**1-2**	**1-3**	**1-4**	**4-8**

Exhibit 2 - Staff and Agency Comments

Transportation/Concurrency: The proposed rezoning has the potential to produce 19 additional dwelling units that could potentially generate 189 additional daily trips. The subject property has no direct access to a paved County roadway that would allow for further subdivision at the current time. If the property was to be connected to a paved roadway it would connect to either Tower Road or SW 20th/24th Avenue. Tower Road has existing traffic of 17,500 AADT with 8,317 reserved trips putting it 5,117 AADT over its adopted LOS "D" capacity of 21,300 AADT. SW 20th/24th Ave between SW 62nd Blvd and Tower Road currently has 18,500 AADT with 3372 reserved trips putting it 572 trips over its adopted LOS "D" capacity of 21,300 AADT. If this property were to develop it would be required to enter into the Proportionate Fair Share process due to the fact that both of these roadways are over capacity with the addition of reserved trips. The final concurrency analysis will be conducted as an element of any development plan review process and will be subject to the rules in place at that time.

Public Safety: No comments.

Department of Public Works: No comments.

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249

January 31, 2011

Notice of Zoning Application **#ZOM-02-11**

Dear Property Owner:

As owner of property within the vicinity of the area covered by this request, you are hereby notified of the above zoning application.

The zoning process on this item will include two (2) public hearings: An advisory hearing with the **Planning Commission** followed by a final hearing with the **Board of County Commissioners**. The **Planning Commission** hearing and the **Board of County Commission** hearing will be held in the **Jack Durance Auditorium** of the Alachua County Administration Building.

Planning Commission date and time:

Wednesday, February 16, 2011 at 6:00 p.m.

Board of County Commissioners date and time:

To be determined

You are invited to attend and participate in the hearings.

For your information, we have enclosed a zoning map and description of the application. The application file is accessible for review and a copy of the staff report is available upon request. A pamphlet and video containing information about quasi-judicial proceedings is also available upon request.

*You are encouraged to provide written comments in the space provided below and return your response to us no later than **5:00 p.m., Tuesday, February 15, 2011.** This will allow us to make your response a part of the information packet presented to the Commissioners prior to the public hearings.*

If you have any questions, or desire further information, please contact the Development Services Section at (352) 374-5249.

PLEASE WRITE LEGIBLY/USE DARK INK **RETURN THIS PORTION**

Comments: This is our property. It was rezoned without due process. We trust you will find a way to grant the ability to add an additional living space to our home. Thank you.

SIGNED: Mark L Dickinson

APPLICATION #ZOM-02-11

RECEIVED 02-11-11 AC Growth Mgt.

06836-002-000
J C III DICKINSON
6124 SW 30TH AVE
GAINESVILLE, FL 32608-2120

RESOLUTION Z-11-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA TO REZONE FROM 'C-1' (CONSERVATION) DISTRICT TO 'RE-1' (RESIDENTIAL ESTATE-1) DISTRICT ON APPROXIMATELY 10 ACRES LOCATED AT 6124 SW 30TH AVENUE ON TAX PARCEL NUMBER 06836-006-000.

WHEREAS, Zoning Application ZOM-02-11 has been duly filed and was considered by the Alachua County Planning Commission at its regular meeting of February 16, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered the item at its regular meeting of March 22, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Zoning Application Z0M-02-11, a request by Sally and Josh Dickinson, owners, to rezone from 'C-1'(Conservation) district to 'RE-1' (Residential Estate- 1) district on approximately 10 acres located at 6124 SW 30th Avenue on Tax Parcel Number 06836-006-000, as summarized in Exhibit A in this resolution, is hereby approved with the following bases:

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 APR 22 AM 11 00

Bases

1. The Future Land Use Designation for the subject property is Low Density Residential, which allows 1-4 dwelling units per acre (Policy 1.3.2). The requested RE-1 zoning district allows up to 2 units per acre and is therefore consistent with this policy.

2. Policy 7.1.2 of the Future Land Use Element states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. Many of the properties in this area of the County with the Low Density Residential Land Use are zoned R-1a, which allows 1-4 units per acre. The requested district of RE-1 allows less density but is still consistent with the land use designation. The properties immediately surrounding the subject property are zoned C-1(Conservation) as a result of the administrative rezoning in 1997 and most of those are in a Conservation Easement. The subject property is not in the easement. RE-1 is consistent with the Comprehensive Plan, and the surrounding development.

3. Policy 3.6.3 in the Conservation and Open Space Element states that parcels that include or are adjacent to conservation or preservation areas shall not receive planning and zoning designations that are higher in intensity or density unless natural resource protection is ensured. Policy 3.6.6 requires any

development on land that includes or is adjacent to conservation or preservation area to exhibit best environmental practices with the emphasis on designing with nature. These policies require protection of the natural resources including requiring assurance of that protection if a property is going to be upzoned. This rezoning application is to correct a previous error that occurred in the Administrative Rezoning in 1997. This property should have been given a residential zoning district at that time. RE-1 is the lowest density residential district that is consistent with the Low Density Residential Land Use designation. The policy on upzoning is premised upon the existing zoning being correct and consistent with the land use and would prohibit rezoning to a higher density zoning district if protection of the resources was not ensured up front. If development is ever proposed on this subject site, the resource protection policies and standards of the Code and Comprehensive Plan will still apply.

4. As required by Section 402.77 and Policy 7.1.2 of the Future Land Use Element, the proposed rezoning in conjunction with the heightened resource protection standards for Strategic Ecosystems in the Comprehensive Plan and Code will not allow for development that adversely affects the health, safety, or welfare of surrounding properties. Section 403.05 indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Table 403.07.1 indicates that the RE-1 zoning district allows for .5 - 2 du/ac, consistent with the Low Density Residential Future Land Use Designation, which is an Urban Residential Land Use.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 22nd day in March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF

ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair

ATTEST:

_____

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

_____

Department of Growth Management

Authorized Designee

EXHIBIT A

Section 16 Township 10 Range 10

COM NW COR OF NE 1/4 RUN S 1522.09 FT N 41 DEG E 261.82 FT N 59 DEG E 336.15 FT S 63 DEG E 245.97 FT N 54 DEG E315.04 N 74 DEG E 498.62 FT TO POB; N 85 DEG E 917.67 FT S 11 DEG E 356.93 FT S 36 DEG E 122.46 FT S 85 DEG W 1025.95FT N 4 DEG W 458 FT TO POB OR 1107/0842 & OR 1976/0331

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezonings (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: Alachua County Contact Person: _____

Address: 10 SW 2nd Avenue Phone: (352) 374 - 5249

Email address: _____

SUBJECT PROPERTY DESCRIPTION

Property Owner: Josh and Sally Dickinson Property Address: 6124 SW 30th Avenue

City: Gainesville State: Florida Zip: _____ Phone: (_____) _____ - _____

Tax Parcel #: 06836 - 006 - 000 Section: 16 Township: 10 Range: 19 Grant: _____

Total Acreage: 10 Zoning: C-1 (Conservation) Land Use: Low Density Residential

TYPE OF REQUEST

☐	Rezoning	From: C-1 (Conservation) To: RE-1 (Residential Estate -1)
☐	Special Use Permit	For: _____
☐	Minor Special Use Permit	For: _____
☐	Special Exception	For: _____
☐	Minor Special Exception	For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: Alachua County on behalf of the Dickinsons Date: 1-11-2011

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

RECEIVED
02-07-11
AC Growth Mgt.

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

PROPERTY OWNERS' AFFIDAVIT

Josh and Sally Dickinson
Owner

ZOM-02-11
Application No.

Additional Owners

Appointed Agent(s)

06836-006-000 | 16 Section | 10 Township | 19 Range
Parcel Number(s)

Rezoning from C-1 (Conservation) to RE-1 (Residential Estate - 1)
Type of Request

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Owner (signature) Owner (signature) Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

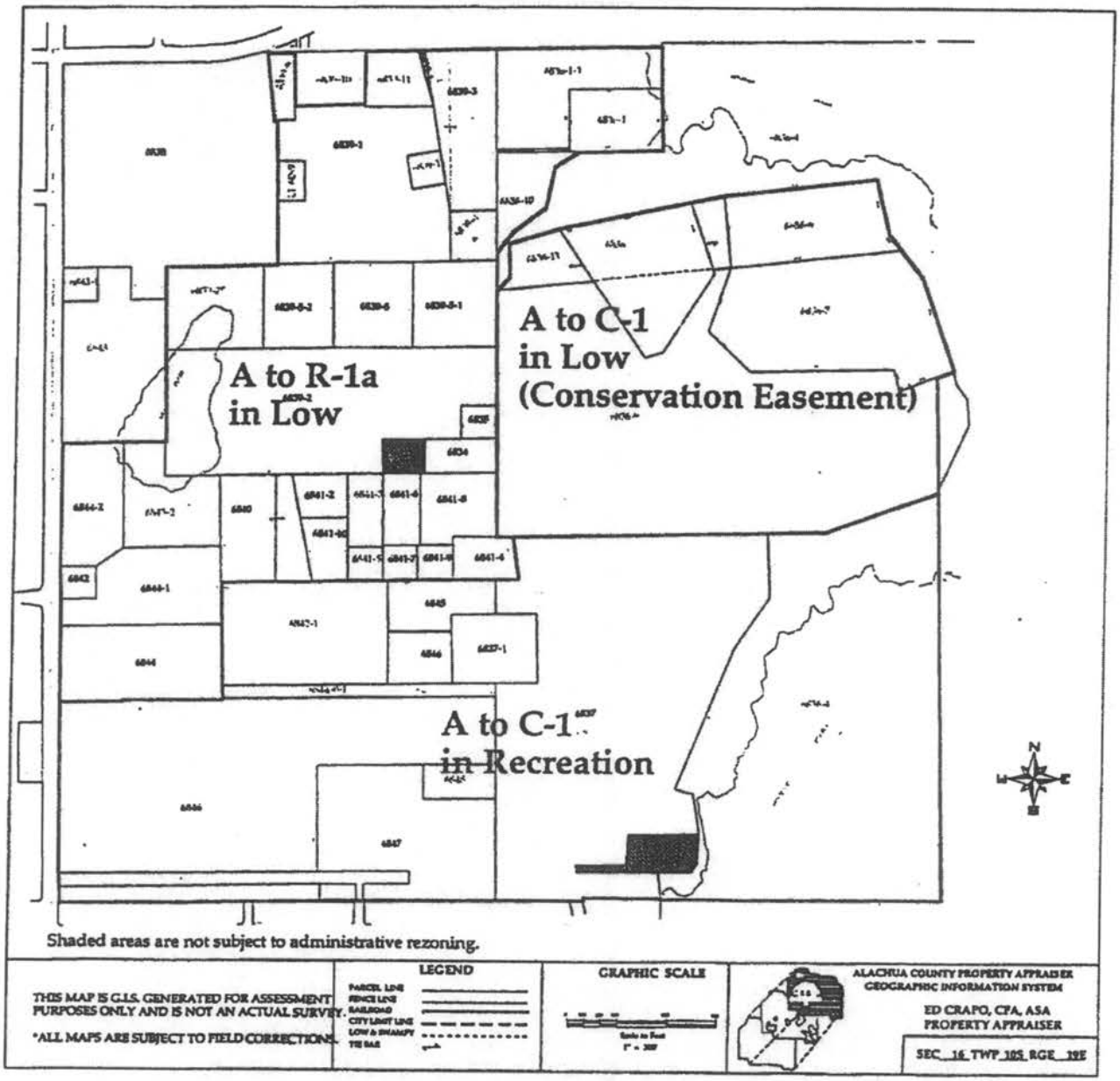
SWORN AND SUBSCRIBED BEFORE ME
THIS 4TH DAY OF FEBRUARY, 2011
BY JOSHUA DICKINSON II & SARAH DICKINSON
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
FLDL
(TYPE OF IDENTIFICATION)

SYLVIA P. ELLIS
Notary Public - State of Florida
My Comm. Expires Nov 2, 2014
Commission # EE 39585

(SEAL ABOVE)

Notary Public, Commission No. EE 39585
(Name of Notary typed, printed, or stamped)

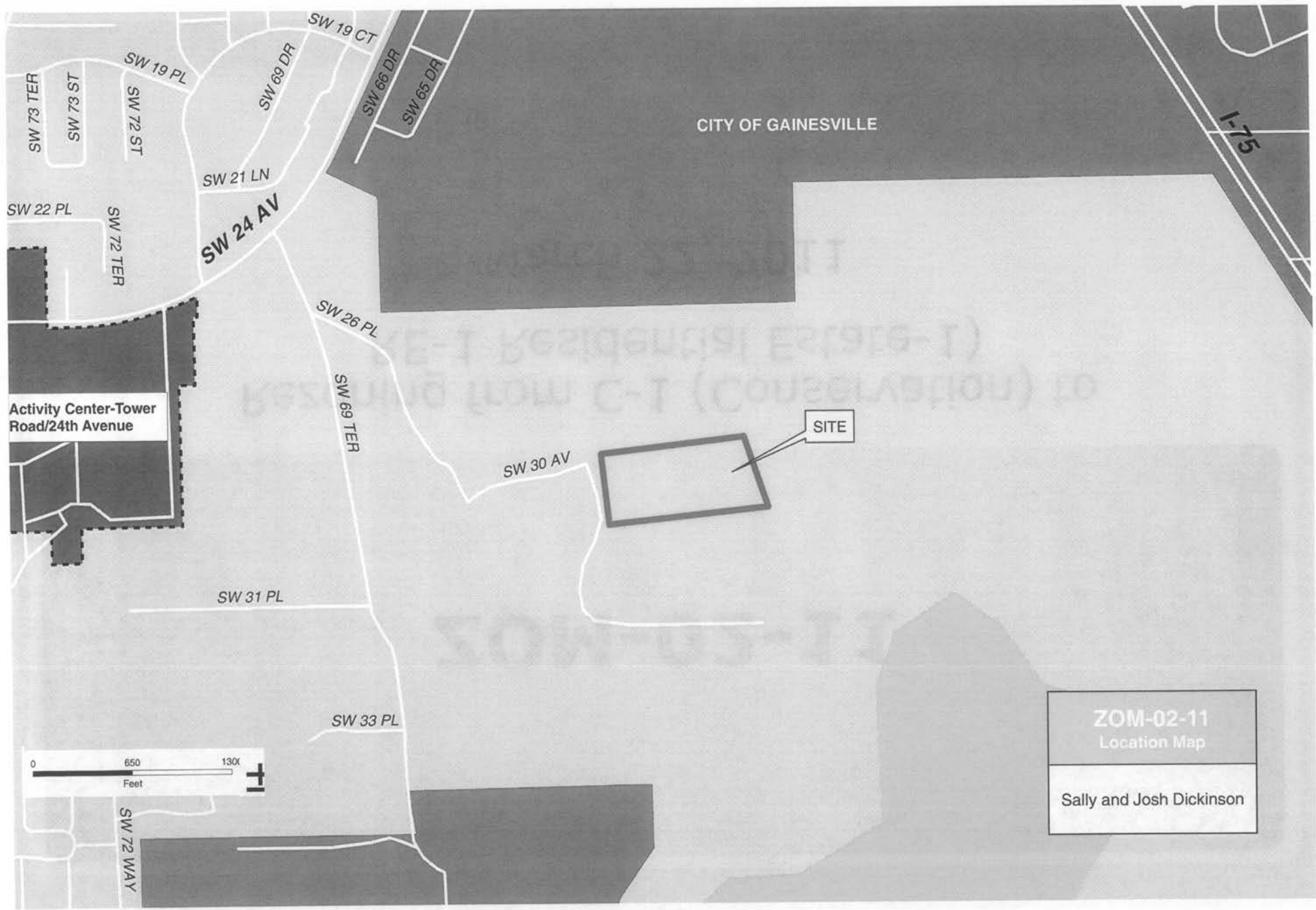
Sylvia P. Ellis


A to R-1a
in Low
A to C-1
in Low
(Conservation Easement)
A to C-1
in Recreation
Shaded areas are not subject to administrative rezoning.
THIS MAP IS G.I.S. GENERATED FOR ASSESSMENT PURPOSES ONLY AND IS NOT AN ACTUAL SURVEY.
*ALL MAPS ARE SUBJECT TO FIELD CORRECTIONS.
LEGEND
PARCEL LINE
FENCE LINE
RAILROAD
CITY LIMIT LINE
LOW & SWAMPY
TIE BAR
GRAPHIC SCALE
ALACHUA COUNTY PROPERTY APPRAISER
GEOGRAPHIC INFORMATION SYSTEM
ED CRAPO, CFA, ASA
PROPERTY APPRAISER
SEC 16 TWP 10S RGE 19E

ZOM-02-11

Rezoning from C-1 (Conservation) to
RE-1 Residential Estate-1)

March 22, 2011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SW 19 PL
SW 69 DR
SW 66 DR
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SW 73 TER
SW 73 ST
SW 72 ST
CITY OF GAINESVILLE
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SW 21 LN
SW 22 PL
SW 24 AV
SW 72 TER
SW 26 PL
SW 69 TER
Activity Center-Tower Road/24th Avenue
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SW 31 PL
SW 33 PL
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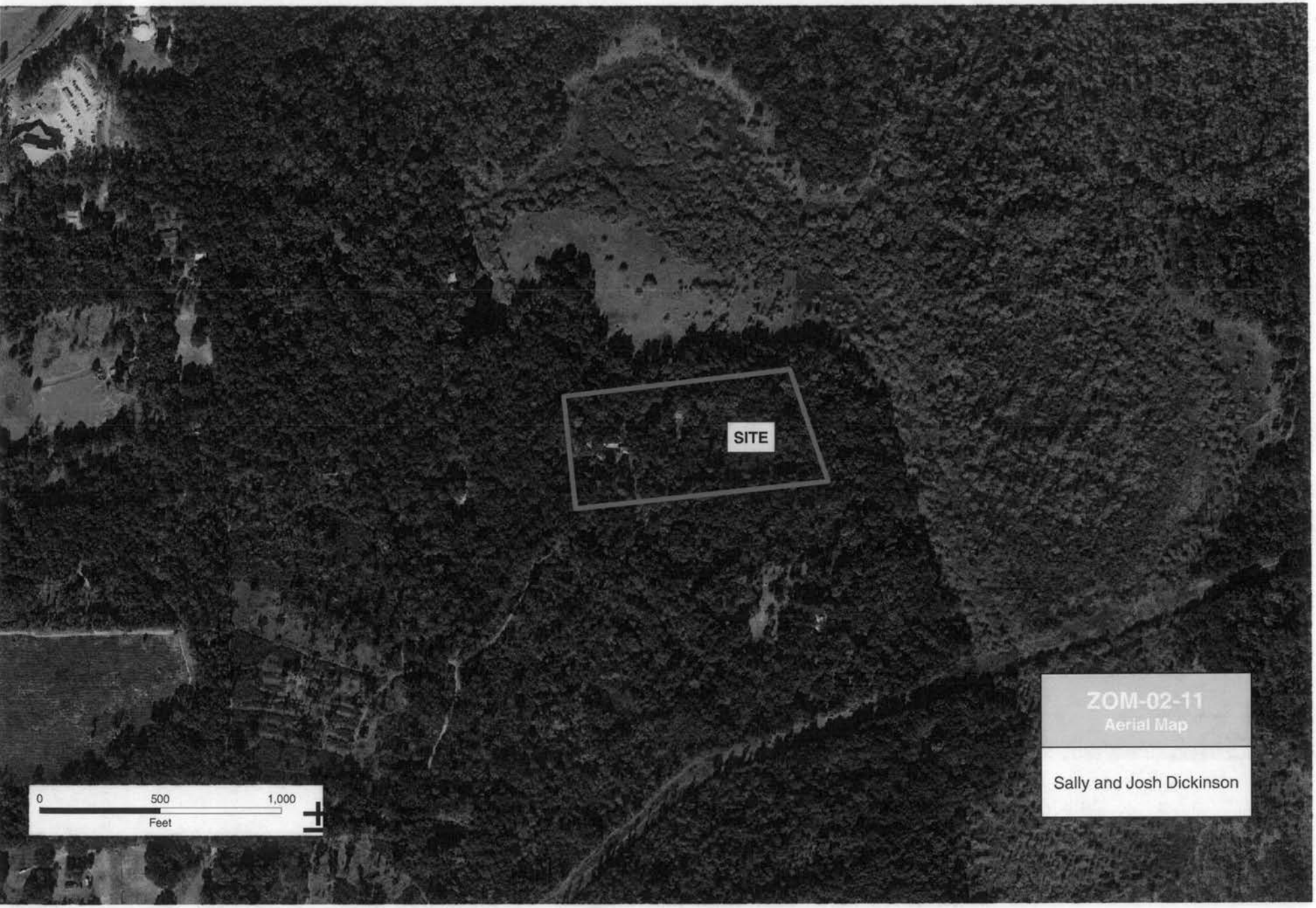
Feet
SW 72 WAY
ZOM-02-11
Location Map
Sally and Josh Dickinson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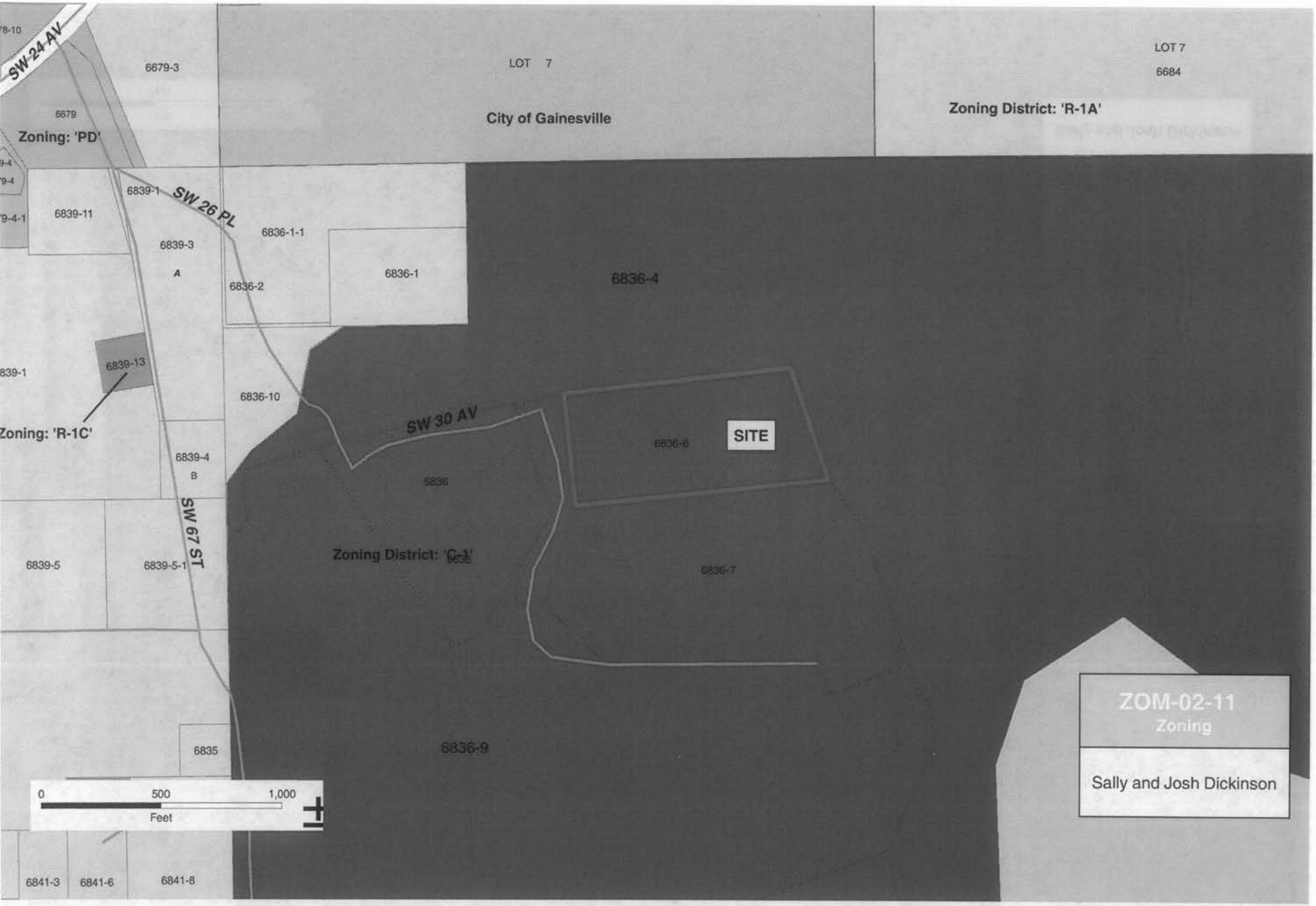
ZOM-02-11
Aerial Map
Sally and Josh Dickinson


SW 24 AV
6679-3
LOT 7
LOT 7
6684
6679
Zoning: 'PD'
City of Gainesville
Zoning District: 'R-1A'
6839-1
SW 26 PL
6839-11
6836-1-1
6839-3
A
6836-2
6836-1
6836-4
6839-13
6836-10
Zoning: 'R-1C'
SW 30 AV
6836-6
SITE
6839-4
B
6836
SW 67 ST
6839-5
6839-5-1
Zoning District: 'C-1'
6836-7
6835
6836-9
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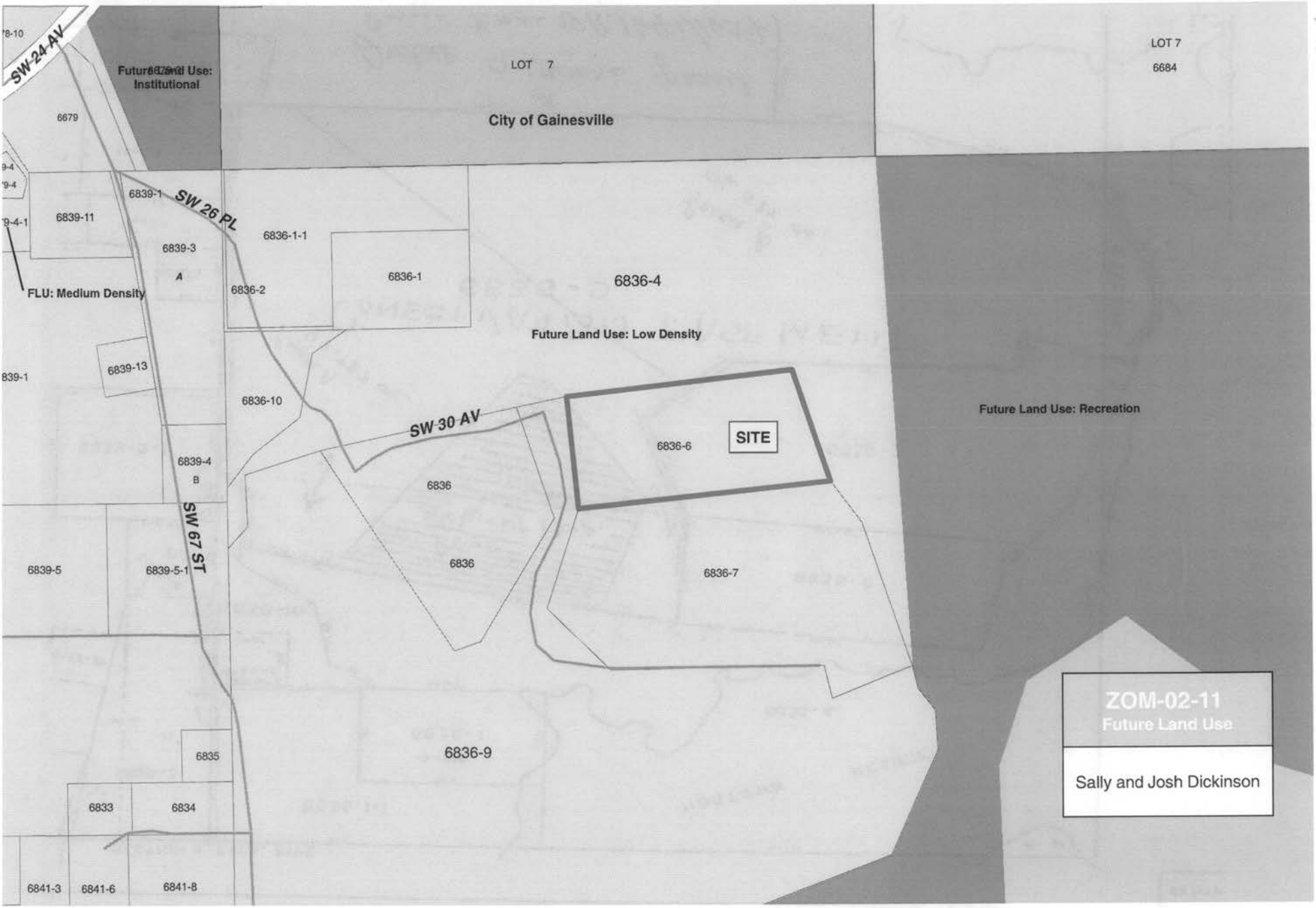
6841-6
6841-8
ZOM-02-11
Zoning
Sally and Josh Dickinson


SW 24 AV
Future Land Use: Institutional
LOT 7
City of Gainesville
LOT 7
6684
6679
6839-1
SW 26 PL
6839-11
6839-3
A
6836-1-1
6836-1
6836-2
6836-4
FLU: Medium Density
Future Land Use: Low Density
6839-13
6836-10
SW 30 AV
SITE
6836-6
Future Land Use: Recreation
6839-4
B
6836
SW 67 ST
6839-5
6839-5-1
6836
6836-7
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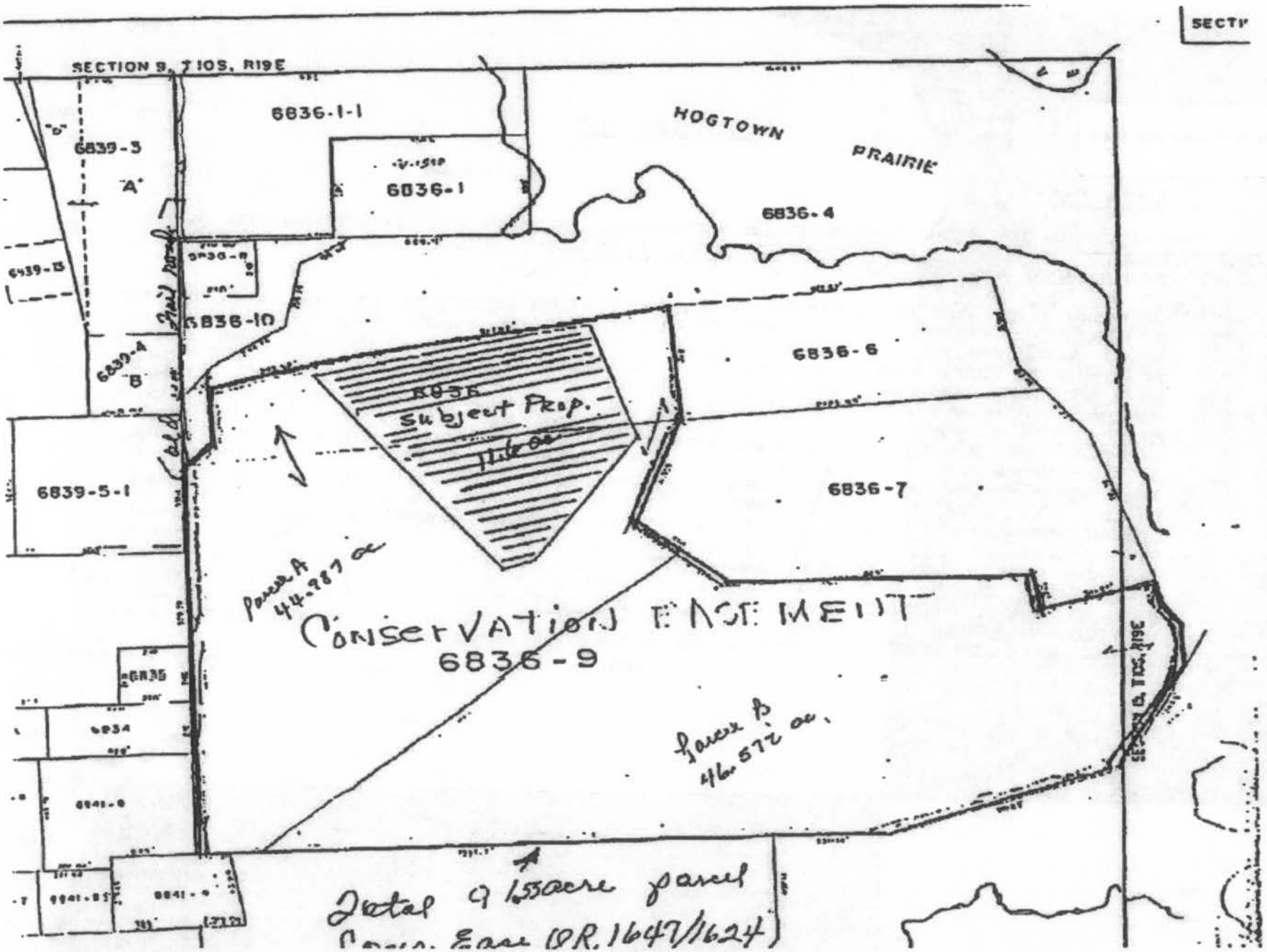
ZOM-02-11
Future Land Use
Sally and Josh Dickinson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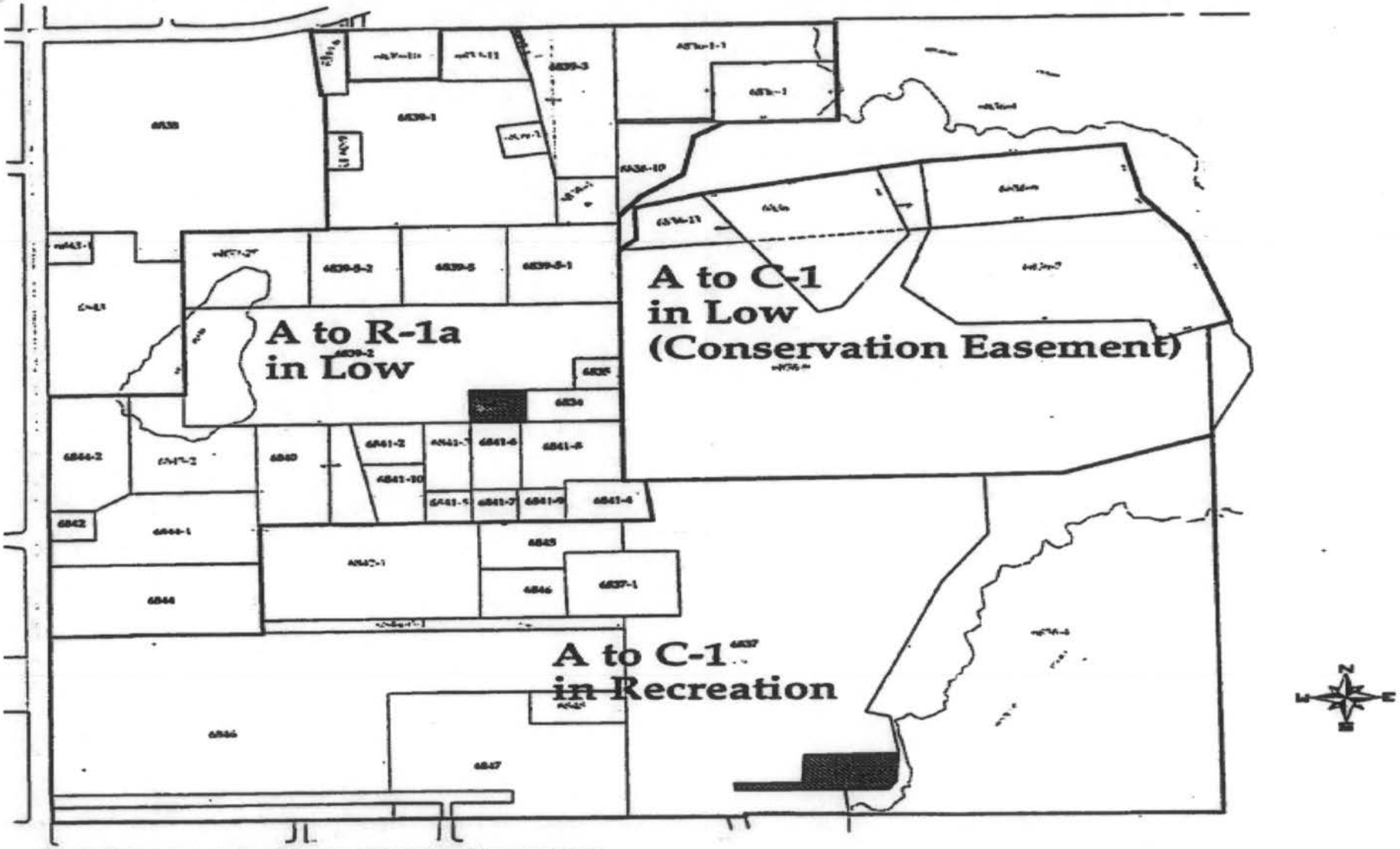
6836-1-1
6836-1
HOGTOWN PRAIRIE
6836-4
6839-5 A
6839-4 B
6836-10
6836-6
6836 Subject Prop. 11.6 ac
6839-5-1
6836-7
Parcel A 44.987 ac
CONSERVATION EASEMENT
6836-9
Parcel B 46.572 ac.
Total 91.55acre parcel
Cons. Ease OR. 1647/1624



Shaded areas are not subject to administrative rezoning.

THIS MAP IS G.I.S. GENERATED FOR ASSESSMENT PURPOSES ONLY AND IS NOT AN ACTUAL SURVEY.

*ALL MAPS ARE SUBJECT TO FIELD CORRECTIONS.

LEGEND

PARCEL LINE
FENCE LINE
RAILROAD
CITY LIMIT LINE
LOW & SWAMPY
TIE BAR

GRAPHIC SCALE

ALACHUA COUNTY PROPERTY APPRAISER
GEOGRAPHIC INFORMATION SYSTEM

ED CRAPO, CFA, ASA
PROPERTY APPRAISER

SEC 16 TWP 10S RGE 19E

March 22, 2011 Regular Board Meeting
Agenda Item #35

Title
ZOM-01-11 Traditions Rezoning (Amended)

Amount
N/A

Description
A request for rezoning from Agriculture ('A') district to Single Family Low Density ('R-1A') district on approximately 4.8 acres on Tax Parcel 07071-033-000 located at 9205 SW 65th Avenue

Recommendation
Staff recommends approval of the Traditions Rezoning, application ZOM-01-11

Alternative(s)
Do not approve application ZOM-01-11

Requested By
Chris Dawson, AICP, Planner

Originating Department
Growth Management

Attachment(s) Description
Staff Report, Staff Presentation, Application Materials, Resolution Z-11-01

Documents Requiring Action
Resolution Z-11-01

Executive Summary
This item is a request by Kenneth J. LaPoint, agent, for Southampton Development Corporation, owner, for a rezoning from Agriculture ('A') district to Single Family Low Density ('R-1A') district on approximately 4.8 acres on Tax Parcel 07071-033-000 located at 9205 SW 65th Avenue. The subject property has a Residential Low Denisty Future Land Use designation.

Background
The subject application is a request to rezone a 4.8 acre residential lot from 'A' (Agriculture) zoning district to 'R-1a' (Single Family, Low Density) zoning district. The subject property is currently subject to an approved Preliminary Development Plan for a Traditional Neighborhood Development. The rezoning will bring the property into agreement with the underlying Low Density Residential Future Land Use designation. Additionally, the rezoning will allow for the development of the property consistent with the Traditional Neighborhood Development regulations of the County's Unified Land Development Code (ULDC).

Issues
Bringing zoning of subject property into consistency with the Future Land Use designation

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ZOM0111_StaffPresentation.pdf
Attachment: TraditionsRezoningSurvey.pdf
Attachment: RESm0111.PDF
Attachment: ApplicationMaterials.pdf
Attachment: ZOM0111_StaffReport_BoCC.pdf

Alachua County
Office of Planning and Development Staff Report

Application Number: ZOM-01-11 Staff Contact: Chris Dawson, AICP, Planner 352-374-5249

Local Planning Agency **Hearing Date: February 16, 2011**
Board of County Commissioners **Hearing Date: March 22, 2011**

SUBJECT: A request to rezone from 'A' (Agriculture) district to 'R-1A' (Single Family, Low Density) district.

APPLICANT/AGENT: Kenneth J. LaPointe

PROPERTY OWNER: Southampton Development Corporation

PROPERTY DESCRIPTION:
Location: 9205 SW 65th Avenue
Parcel Numbers: 07071-033-000
Section/Township/Range: 30-10-19
Land Use: Residential Low Density
Zoning: A
Existing Use: Residence
Acreage: 4.8

PREVIOUS REQUESTS: None

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: Approval with bases in report.

PLANNING COMMISSION: Recommend approval with bases in report (8-0)

Alachua County
Office of Planning and Development Staff Report

ANALYSIS OF REQUEST

Background

The subject application is a request to rezone a 4.8 acre residential lot from 'A' (Agriculture) zoning district to 'R-1a' (Single Family, Low Density) zoning district. The subject property is currently subject to an approved Preliminary Development Plan for a Traditional Neighborhood Development. The rezoning will bring the property into agreement with the underlying Low Density Residential Future Land Use designation. Additionally, the rezoning will allow for the development of the property consistent with the Traditional Neighborhood Development regulations of the County's Unified Land Development Code (ULDC).

Figure 1. - Aerial View of Subject Property

Description of Surrounding Properties

The subject property is located in an area with a mix of uses. To the east of the subject property, across Southwest 91st Street is the Eloise Gardens subdivision. This area has a Low Density Residential Future Land Use designation implemented by 'R-1a' zoning. Properties immediately south of the subject property have a Low Density Residential Future Land Use designation with 'A' zoning district. A single family residence is located on the parcel immediately to the south. To the west of the subject property is the remainder of the Traditions TND with Low Density Residential Future Land Use and 'R-1a' zoning. To the north of the subject property is a subdivision of mostly 10 acre lots. These lots have Low Density Residential Future Land Use designation with 'A' zoning. The majority of these lots are developed with single-family residences.

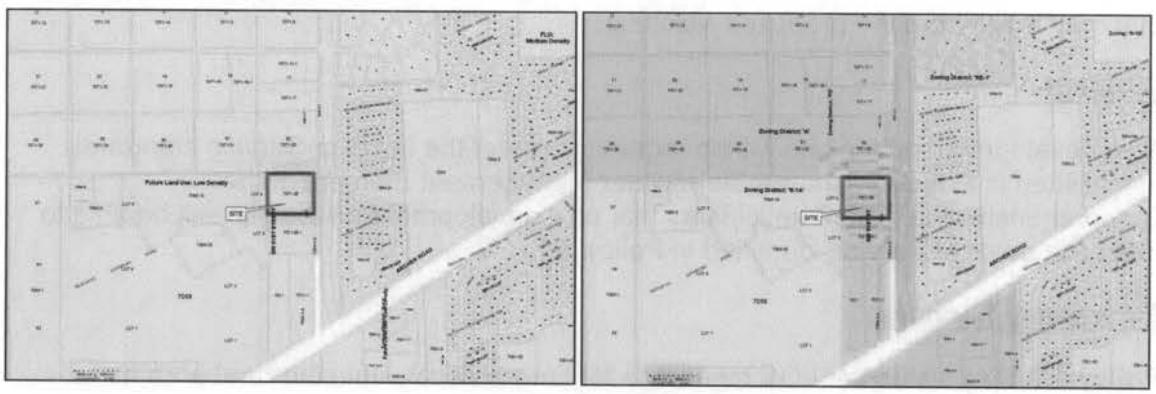


Figure 2 and 3. Future Land Use and Zoning Designations for Project Area

LEVELS OF SERVICE

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within specified timeframes. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed rezoning has the potential to produce 19 additional dwelling units that could potentially generate 189 additional daily trips. The property directly accesses SW 91st Street between SW 24th Ave and SR 24. This segment of SW 91st Street has an

existing daily traffic of 7500 average annual daily trips (AADT) and 1,900 reserved trips with a maximum capacity of 14,600 AADT. The final concurrency analysis will be conducted as an element of the development plan review process and will be subject to the rules in place at that time.

The subject property is not currently served by fixed route transit service.

Water and Sewer

As required by **Policy 2.1** of the Potable Water and Sanitary Sewer Element of the Comprehensive Plan, any future development on this site will be required to connect to centralized potable water and sanitary sewer systems. These facilities are available for the site. Sufficient capacity exists within the system to accommodate any development that may result from the proposed rezoning.

Drainage

New development on the site will be required to meet the Level of Service standards established in **Policy 3.1** of the Stormwater Management Element of the Comprehensive Plan. Staff anticipates that new development on the site will be able to meet all Levels of Service identified in Policy 3.1.

Emergency Services

Policy 1.2.5(A) states the LOS standards for fire services within the rural area as follows:

- Initial unit response within 12 minutes for 80% of all responses within 12 months.
- Fire protection service level of ISO (Insurance Service Office) Class Protection less than 10.
- Development shall provide adequate water supply for fire suppression and protection and fire service compliant fire connections.

Solid Waste

Policy 1.2.4(C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Recreation

Policy 1.2.4(B) states that the minimum LOS standard for recreation in the unincorporated area of Alachua County is 0.5 acres of improved activity-based recreation sites and 5.0 acres of improved resource-based recreation sites per 1,000 persons. The subject application will not allow for an increase in population. Therefore, the proposed zoning change will not cause the recreation level of service standard to be exceeded.

Schools

Policy 1.1.2 of the Public School Facilities Element requires that Alachua County shall coordinate land use decisions with the School Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods by requesting School Board review of proposed comprehensive plan amendments and rezonings that would increase residential density. The School Board was notified of this application and provided no comment.

COMPREHENSIVE PLAN AND ULDC CONSISTENCY

Staff finds the request to be consistent with the Alachua County Comprehensive Plan and the Unified Land Development Code as a whole and specifically with the policies and sections outlined here.

Policy 1.3.5 of the Future Land Use Element indicates that the 'A' (Agriculture) zoning district may be maintained within the Low Density Residential Future Land Use designation where the parcel maintains 40 acres, is used for bonafide agricultural activities, or where two new parcels of 5 acres or more are created. In this case, the property is only five (5) acres and is intended to be used as part of a Traditional Neighborhood Development (TND) and, therefore, none of these apply. Thus, the A zoning district is not appropriate for the proposed use.

Policy 1.3.7 of the Future Land Use Element states that the Residential Low Density Future Land Use designation is appropriate for TNDs and for densities of 1-4 dwelling units per acre (du/ac). The subject rezoning is a request to change the zoning designation to one that appropriately implements the Low Density Residential Future Land Use designation.

Policy 7.1.2 states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. Currently, the subject property has a zoning district of 'A' (Agriculture) which incorrectly implements the underlying Low Density Residential land use designation. The requested rezoning is consistent with surrounding properties with

similar single family uses. Availability and capacity of public facilities has been addressed in the "Levels of Service" section of this report. Therefore, this application is consistent with Policy 7.1.2 of the Alachua County Comprehensive Plan.

Section 403.05 indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Table 403.07.1 indicates that the 'R-1a' zoning district allows for 1-4 du/ac, consistent with the Low Density Residential Future Land Use Designation.

Section 402.77 of the ULDC lists seven (7) criteria to be evaluated when considering a rezoning. They are:

(a) Consistency

The proposed rezoning is consistent with the Comprehensive Plan and this ULDC.

(b) Compatibility

The proposed rezoning is compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area.

(c) Development Patterns

The proposed rezoning shall result in logical and orderly development patterns.

(d) Suitability

The affected property is suitable for the uses that are permitted by the proposed zoning districts.

(e) Adequate Public Services

The proposed rezoning is consistent with the adequate public facilities requirements of Article 12, Chapter 407 of this ULDC.

(f) Access

Available ingress and egress is adequate for potential uses in the proposed zoning district.

(g) Public Health, Safety, and Welfare

The uses allowed within the proposed zoning district shall not adversely affect health, safety, and welfare.

The proposed zoning district of 'R-1a' is consistent with the underlying Residential Low Density Future land Use designation. Properties to the east across Southwest 91st Avenue have the 'R-1a' zoning district as well as the rest of the Traditions TND development area to the west. Properties to the north and south are developed as single-family residential uses. The ULDC provides for lot sizes or buffers for smaller lots adjacent to larger lots to ensure compatibility. Therefore, development of this property at the densities allowed by the 'R-1a' district will not adversely affect the surrounding existing development. The proposed rezoning will allow for development that is logical and orderly. The subject property does not contain significant natural resources or environmental constraints and has access to infrastructure that will support the development patterns allowed within the 'R-1a' zoning district. As demonstrated within this Staff Report, adequate public services are available to serve development on the site. The property has direct access to Southwest 91st Avenue and, through a unified development plan with the rest of the Traditions TND, will allow for access to Southwest Archer Road, as well. Finally, the proposed rezoning will not allow for development that adversely affects the health, safety, or welfare of surrounding properties. For these reasons, Staff finds the proposed rezoning to be consistent with the ULDC.

STAFF RECOMMENDATION

Staff recommends **approval** of ZOM-01-11 with the following bases:

Bases:

1. **Policy 1.3.5** of the Future Land Use Element indicates that the 'A' (Agriculture) zoning district may be maintained within the Low Density Residential Future Land Use designation where the parcel maintains 40 acres, is used for bonafide agricultural activities, or where two new parcels of 5 acres or more are created. In this case, the property is intended to be used as part of a Traditional Neighborhood Development (TND) and, therefore, none of these apply. Thus, the A zoning district is not appropriate for the proposed use.

2. **Policy 1.3.7** of the Future Land Use Element states that the Residential Low Density Future Land Use designation is appropriate for TNDs and for densities of 1-4 dwelling units per acre (du/ac). The subject rezoning is a request to change the zoning designation to one that appropriately implements the Low Density Residential Future Land Use designation.

3. As required by **Policy 2.1** of the Potable Water and Sanitary Sewer Element of the Comprehensive Plan, any future development on this site will be required to

connect to centralized potable water and sanitary sewer systems. These facilities are available for the site. Sufficient capacity exists within the system to accommodate any development that may result from the proposed rezoning.

4. **Policy 7.1.2** of the Future Land Use Element states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. Currently, the subject property has a zoning district of 'A' (Agriculture) which incorrectly implements the underlying Low Density Residential land use designation. The requested rezoning is consistent with surrounding properties with similar single family uses. Availability and capacity of public facilities has been addressed in the "Levels of Service" section of this report. Therefore, this application is consistent with Policy 7.1.2 of the Alachua County Comprehensive Plan.

5. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element LOS standards have been adopted for various types of public facilities. New development on the subject property will meet all adopted LOS standards.

6. **Policy 1.1.2** of the Public School Facilities Element requires that Alachua County shall coordinate land use decisions with the School Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods by requesting School Board review of proposed comprehensive plan amendments and rezonings that would increase residential density. The School Board was notified of this application and provided no comment.

7. **Section 402.77** of the ULDC lists seven (7) criteria to be evaluated when considering a rezoning. The subject application meets all criteria stated in the Section.

8. **Section 403.05** indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Table 403.07.1 indicates that the 'R-1a' zoning district allows for 1-4 du/ac, consistent with the Low Density Residential Future Land Use Designation.

Attachments:

Exhibit 1 – Referenced Comprehensive Plan Policies and Zoning Regulations

Exhibit 2 – Staff and Agency Comments

Alachua County
Office of Planning and Development Staff Report

Exhibit 3 – Application

Exhibit 1 – Alachua County Comprehensive Plan Policies and Land Development Regulation Citations

2001-2020 COMPREHENSIVE PLAN

Future Land Use Element

Policy 7.1.2. Proposed changes in the zoning map shall consider:

a. consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan.

b. the availability and capacity of public facilities required to serve the development. When considering a rezoning, this includes the availability and capacity of existing public facilities and the timing of future facilities based on capital plans. Specific determinations of any exceptions to the requirement to connect to a centralized potable water and sanitary sewer system will be made at the stage of development plan review, as detailed in Policy 2.1 of the Potable Water and Sanitary Sewer Element.

c. the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice.

d. those factors identified by law, including that as a general matter an applicant is not entitled to a particular density or intensity within the range of densities and intensities permitted by the Comprehensive Plan, given due consideration of legitimate public purposes relating to health, safety, and welfare.

UNIFIED LAND DEVELOPMENT CODE

403.07 Single Family Residential Standards

Within all single family residential zoning districts, unless otherwise provided in this ULDC, the principal building and accessory buildings shall be located and constructed in accordance with Table 0.1, Setback Requirements for Residential Lots, and the following standards shall apply.

Lot sizes

Lot sizes may vary in the single family residential zoning districts provided the following density requirements are met.

	Zoning Districts				
Density Range	***RE***	***RE-1***	***R-1aa***	***R-1a or R-1c***	***R-1b***
Dwelling units per acre	***0-.5***	***1-2***	***1-3***	***1-4***	***4-8***

Exhibit 2 - Staff and Agency Comments

Department of Environmental Protection: No comments received.

Public Safety: No comments received.

Department of Public Works: Any concerns of the Department regarding development of this site will be addressed with the existing land development regulations during the development approval process.

RESOLUTION Z-11-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA; TO REZONE PROPERTY FROM AGRICULTURE ('A') DISTRICT TO SINGLE FAMILY LOW DENSITY ('R-1A') DISTRICT ON APPROXIMATELY 4.8 ACRES LOCATED ON TAX PARCEL 07071-033-000 LOCATED AT 9205 SW 65TH AVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Zoning Application ZOM-01-11 has been duly filed and was considered by the Alachua County Planning Commission at its meeting of February 16, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered Application ZOM-01-11 at its meeting of March 22, 2011,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Zoning Application ZOM-01-11, a request by Kenneth J. LaPointe, agent, for Southampton Development Corporation, owner, to rezone from Agriculture ('A') district to Single Family Low Density ('R-1A') district on approximately 4.8 acres located at 9205 SW 65th Avenue on Tax Parcel Number 07071-033-000, as summarized in Exhibit A in this resolution, is hereby approved with the following bases:

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 APR 12 AM 11 00

Bases:

1. **Policy 1.3.5** of the Future Land Use Element indicates that the 'A' (Agriculture) zoning district may be maintained within the Low Density Residential Future Land Use designation where the parcel maintains 40 acres, is used for bonafide agricultural activities, or where two new parcels of 5 acres or more are created. In this case, the property is intended to be used as part of a Traditional

Neighborhood Development (TND) and, therefore, none of these apply. Thus, the A zoning district is not appropriate for the proposed use.

2. **Policy 1.3.7** of the Future Land Use Element states that the Residential Low Density Future Land Use designation is appropriate for TNDs and for densities of 1-4 dwelling units per acre (du/ac). The subject rezoning is a request to change the zoning designation to one that appropriately implements the Low Density Residential Future Land Use designation.

3. As required by **Policy 2.1** of the Potable Water and Sanitary Sewer Element of the Comprehensive Plan, any future development on this site will be required to connect to centralized potable water and sanitary sewer systems. These facilities are available for the site. Sufficient capacity exists within the system to accommodate any development that may result from the proposed rezoning.

4. **Policy 7.1.2** of the Future Land Use Element states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, the availability and capacity of public facilities required to serve development, as well as the relationship of the proposed development to existing development in the vicinity. Currently, the subject property has a zoning district of 'A' (Agriculture) which incorrectly implements the underlying Low Density Residential land use designation. The requested rezoning is consistent with surrounding properties with similar single family uses. Availability and capacity of public facilities has been addressed in the "Levels of Service" section of this report. Therefore, this application is consistent with Policy 7.1.2 of the Alachua County Comprehensive Plan.

5. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element LOS standards have been adopted for various types of public facilities. New development on the subject property will meet all adopted LOS standards.

6. **Policy 1.1.2** of the Public School Facilities Element requires that Alachua County shall coordinate land use decisions with the School Board's Long Range Facilities Plans over the 5-year, 10-year and 20-year periods by requesting School Board review of proposed comprehensive plan amendments and rezonings that would increase residential density. The School Board was notified of this application and provided no comment.

7. **Section 402.77** of the ULDC lists seven (7) criteria to be evaluated when considering a rezoning. The subject application meets all criteria stated in the Section.

8. **Section 403.05** indicates that the single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Table 403.07.1 indicates that the 'R-1a' zoning district allows for 1-4 du/ac, consistent with the Low Density Residential Future Land Use Designation.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 22nd Day in March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF

ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair

ATTEST:

_____

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

_____

Department of Growth Management

Authorized Designee

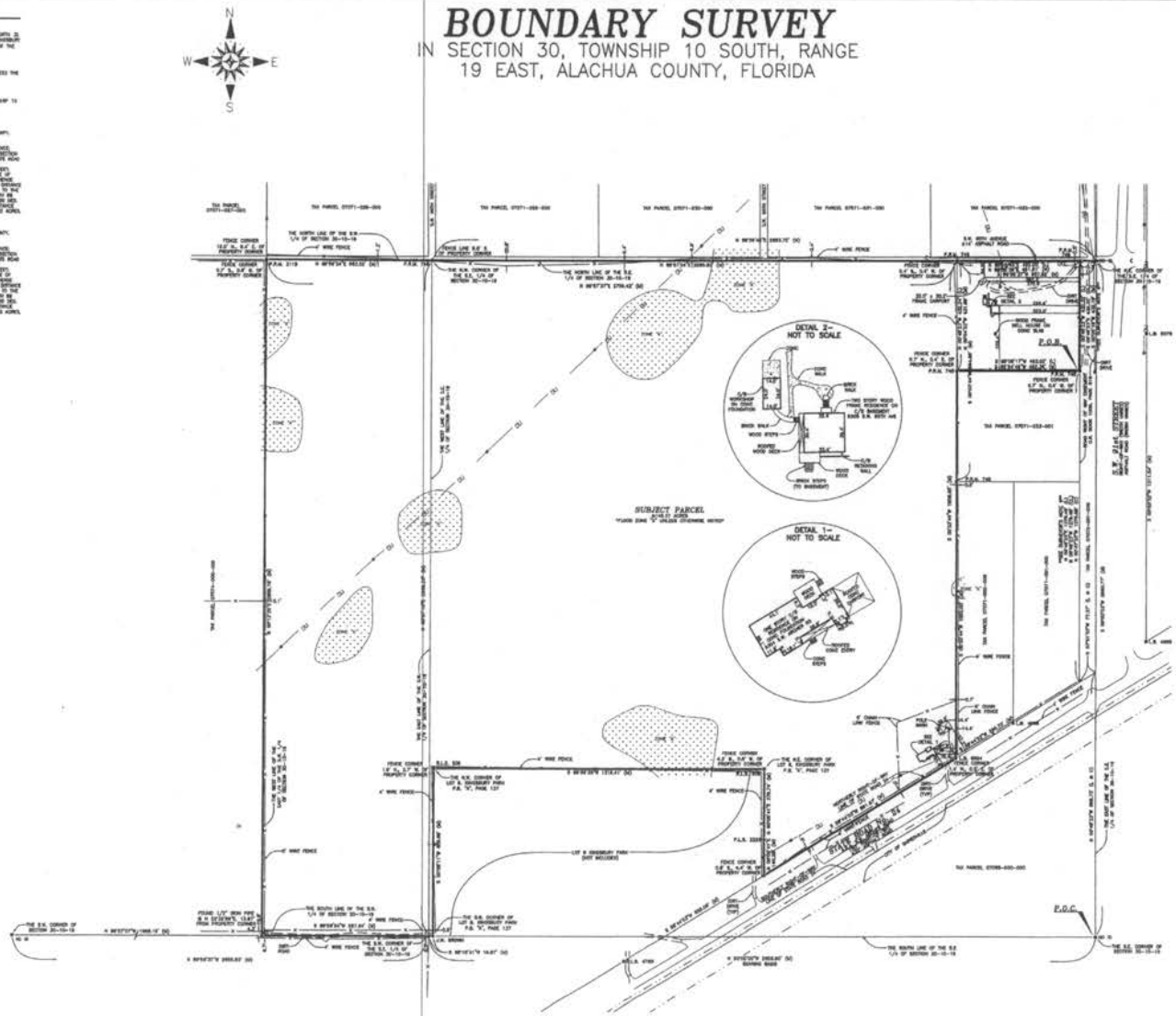
EXHIBIT A

THAT PART OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00 DEG. 48 MIN. 23 SEC. WEST ALONG THE EAST LINE OF SECTION 30, A DISTANCE OF 988.73 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN SOUTH 57 DEG. 51 MIN. 33 SEC. WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24, A DISTANCE OF 77.27 FEET; THENCE RUN NORTH 00 DEG. 48 MIN. 23 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1279.48 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 89 DEG. 06 MIN. 17 SEC. WEST, A DISTANCE OF 492.00 FEET; THENCE RUN NORTH 00 DEG. 48 MIN. 23 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 432.24 FEET; THENCE RUN NORTH 89 DEG. 05 MIN. 45 SEC. EAST, A DISTANCE OF 492.00 FEET; THENCE RUN SOUTH 00 DEG. 48 MIN. 23 SEC. EAST, PARALLEL TO THE SAID EAST LINE OF SECTION 30, A DISTANCE OF 432.32 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 4.882 ACRES, MORE OR LESS.

BOUNDARY SURVEY

IN SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA



LEGAL DESCRIPTION:

(AS FURNISHED)

THE SE1/4 OF SECTION 24, TOWNSHIP 10 SOUTH, RANGE 18 EAST, LESS THE NORTH 33 CHAINS OF THE EAST 9 CHAINS AND 50 FEET THEREOF; ALSO LESS LOT 5 OF HIGHBURY PARK AND ALSO LESS THAT PART OF THE SE1/4 OF SAID SE1/4 LYING SOUTH OF THE RAILROAD. ALSO LESS EXISTING ROAD RIGHTS-OF-WAY.

AND

EAST 1/3 OF SW1/4 OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST. LESS THE WEST 33 1/3 ACRES THEREOF. ALSO LESS EXISTING ROAD RIGHTS-OF-WAY.

AND

THE WEST 33 1/3 ACRES OF THE EAST 1/3 OF SW 1/4 OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST. LESS EXISTING ROAD RIGHTS-OF-WAY.

AND

(AS FURNISHED)
THAT PART OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00 DEG. 49 MIN. 13 SEC. WEST ALONG THE EAST LINE OF SECTION 30, A DISTANCE OF 666.70 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN SOUTH 87 DEG. 31 MIN. 53 SEC. WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24, A DISTANCE OF 17.27 FEET; THENCE RUN NORTH 00 DEG. 49 MIN. 13 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1278.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEG. 49 MIN. 13 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1278.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEG. 49 MIN. 13 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 420.24 FEET; THENCE RUN NORTH 89 DEG. 09 MIN. 40 SEC. EAST, A DISTANCE OF ANGLO FEET; THENCE RUN SOUTH 00 DEG. 49 MIN. 13 SEC. WEST, PARALLEL TO THE SAID EAST LINE OF SECTION 30, A DISTANCE OF 420.24 FEET; THENCE RUN SOUTH 89 DEG. 09 MIN. 40 SEC. WEST PARALLEL TO THE SOUTH LINE OF SECTION 30, A DISTANCE OF 420.24 FEET TO THE POINT OF BEGINNING. CONTAINING 4.865 ACRES, MORE OR LESS.

(BY THIS SURVEYOR)
THAT PART OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00 DEG. 49 MIN. 13 SEC. WEST ALONG THE EAST LINE OF SECTION 30, A DISTANCE OF 666.70 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24; THENCE RUN SOUTH 87 DEG. 31 MIN. 53 SEC. WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 24, A DISTANCE OF 17.27 FEET; THENCE RUN NORTH 00 DEG. 49 MIN. 13 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 1278.46 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 89 DEG. 09 MIN. 40 SEC. WEST, A DISTANCE OF 420.24 FEET; THENCE RUN NORTH 00 DEG. 49 MIN. 13 SEC. WEST PARALLEL TO THE EAST LINE OF SAID SECTION 30, A DISTANCE OF 420.24 FEET; THENCE RUN NORTH 89 DEG. 09 MIN. 40 SEC. EAST, A DISTANCE OF ANGLO FEET; THENCE RUN SOUTH 00 DEG. 49 MIN. 13 SEC. EAST, PARALLEL TO THE SAID EAST LINE OF SECTION 30, A DISTANCE OF 420.24 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 4.865 ACRES, MORE OR LESS.

FENCE NOTE:

SOME FENCES MAY BE SHOWN HEREON, OR OMITTED FOR THE SAKE OF GRAPHIC REPRESENTATION.

BEARING NOTE:

BEARINGS SHOWN HEREON ARE REFERENCED TO AN ASSUMED VALUE OF N. 89°07'39" W., FOR THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA.

TITLE NOTE:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT ANY TITLE SEARCH MAY DISCLOSE. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS OF RECORD OR OF THE PUBLIC RECORDS OF THIS PARCEL, FOR THE PURPOSE OF TITLE CONFORMITY, OR DEFINITIONS THAT ARE AFFECT THIS PARCEL. THE PRESENCE OF THIS NOTE DOES NOT ELIMINATE THE "NOT CERTIFIED HEREON."

FLOOD NOTE:

IN THE OPINION OF THIS SURVEYOR, ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 12001C0410D, FLOOD INSURANCE RATE MAP NUMBER 12001C0410D, DATED 8-19-2008, THIS PROPERTY IS IN FLOOD ZONE "X" WHICH IS A SPECIAL FLOOD HAZARD AREA (NAVD) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD — NO BASE FLOOD ELEVATION DETERMINED, AND FLOOD ZONE "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM SAID MAP. INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS, SHOWN ON THESE MAPS ARE SUBJECT TO INTERPRETATION BY THE SURVEYOR PERFORMING THE SURVEY. THE FLOOD ZONE DESIGNATIONS SHOWN HEREON ARE BEST AND MAY NOT BE REFLECTED ON THE MOST CURRENT MAP.

SURVEYOR NOTES:

1) DO THE BEST OF MY KNOWLEDGE, THERE ARE NO ENCROACHMENTS, BOUNDARY LINE DISPUTES, CONFLICTS, OR LACK(S) OF EASEMENTS, OTHER THAN ARE DEPICTED ON THIS DRAWING.
2) ALL DIMENSIONS ARE +/- OR APPROXIMATE, IF ANY, ARE NOT AS SHOWN ON THIS DRAWING.
3) IN THE OPINION OF THIS SURVEYOR THE MONUMENT, BEARING REFERS BEST REPRESENTS THE LOCATION OF THE LINE OR CORNER IT DEFINES. THE LOCATION AND ORIGIN OF ANY MONUMENT OBSERVED FOUND TO BE ACCEPTABLE TO THIS SURVEYOR.
4) NO BUILDING DISTANCE INFORMATION WAS PROVIDED TO THE SURVEYOR. PRIOR TO ANY NEW CONSTRUCTION, THE APPROPRIATE GOVERNING AUTHORITY SHOULD BE CONSULTED FOR THE CURRENT SETBACK REQUIREMENTS.
5) THIS MAP OF SURVEY REFLECTS CONDITIONS LOCATED AS OF THE DATE OF FIELD WORK COMPLETION (SEE TITLE BLOCK).
6) IN THE OPINION OF THIS SURVEYOR THE FURNISHED LEGAL DESCRIPTION CONTAINS (OR CREES), IN THAT THE BEARING DOES DO NOT FORM A CLOSED GEOMETRIC FIGURE. THE THIRD CALL IN THE FURNISHED LEGAL DESCRIPTION IS NORTH 89 DEG. 09 MIN. 40 SEC. EAST, 420.24 FEET. THE FOURTH CALL IS SOUTH 00 DEG. 49 MIN. 13 SEC. WEST. THE FINAL CALL IS THE PURPORTED LEGAL DESCRIPTION IS SOUTH 89 DEG. 09 MIN. 40 SEC. WEST, 841.20 FEET. BEGIN IN 420.24 + 420.24 = 841.20. THE SURVEYOR HAS BEEN UNABLE TO CONFIRM THE INTENT OF THE SURVEYOR WHO DRAWE THE FURNISHED LEGAL DESCRIPTION.

CERTIFIED TO:

1) ALAMEDA BANK
2) MORGANS & CANNONBALL, P.A.
3) WILLIAM S. DOSS AND MARILYN M. DOSS
4) FIRST AMERICAN TITLE INSURANCE COMPANY
5) RAYMOND M. METZ, ESQ.
6) BOATWRIGHTON DEVELOPMENT CORP.

LEGEND:

- ● = FOUND 5/8" REBAR & CAP (AS DESCRIBED)
- ● = FOUND 1/2" REBAR & CAP (AS DESCRIBED)
- ○ = SET 1/2" REBAR & CAP L.B. 6664
- ● = FOUND IRON PIPE (AS DESCRIBED)
- ● = FOUND 4" X 4" CONC. MON. (AS DESCRIBED)
- ⊙ = FOUND 3" X 3" CONC. MON. NO IDENTIFICATION
- ⊗ = FOUND AXLE NO IDENTIFICATION
- GV = GAS VALVE
- TP = TELEPHONE PEDESTAL
- ET = ELECTRIC TRANSFORMER
- TB = TELEPHONE BOX
- TS = TRAFFIC SIGNAL BOX
- SV = SEWER VENT
- UP = STEEL UTILITY POLE
- WP = WOOD UTILITY POLE
- LP = WOOD LIGHT POLE
- SM = SANITARY SEWER MANHOLE
- W = WATER WELL
- FH = FIRE HYDRANT
- WV = WATER VALVE
- WM = WATER METER

ABBREVIATIONS:

L.B.	LAND LICENSE
A.C.	AIR CONDITIONER
ADJ.	ADJACENT
AVG.	AVERAGE
BLK.	BLOCK
BLDG.	BUILDING
BM	BENCHMARK
C.B.S.	CONCRETE BLOCK STUCCO
C.B.W.	CONCRETE BLOCK WALL
C.M.P.	CORRUGATED METAL PIPE
CONC.	CONCRETE
CONC.	CONCRETE
CONC.	CONCRETE
D.E.	DRAINAGE EASEMENT
DEC.	DECIDUOUS
DIA.	DIAMETER
DRIVE	DRIVE
ELEV.	ELEVATION
FND.	FOUND
INV.	INVERT
M.H.	MANHOLE
M.M.	MAG NAIL
N.T.S.	NOT TO SCALE
O.R.B.	PER LEGAL DESCRIPTION
P.B.	PLAT BOOK
P.C.P.	PERMANENT CONTROL POINT
P.C.S.	PRESTRESSED CONCRETE SQUARE
P.I.	PURPOSE UNKNOWN
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
PROF.	PROFESSIONAL SURVEYOR & MAPPER
R&D	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SEC.	SECTION
SEC.	SECTION
S.B.D.	STATE BOARD DEPARTMENT
TEL.	TELEPHONE
TEL.	TELEVISION MICROWAVE
TRANS.	TRANSFORMER
TYP.	TYPICAL
W.M.	WATER METER
W.V.	WATER VALVE

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THE SURVEY DATA SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER THE DIRECTION OF THE PERSONS SIGNING HEREUNDER, AND THAT ALL APPLICABLE MINIMUM STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, ARE MET.

DATE OF SIGNATURE: 9/5/2008

BRENEMAN SURVEYING & MAPPING INC.
4607 NW 6th STREET SUITE G, GAINESVILLE, FL. 32609
PHONE: (352) 374-7707 FAX: (352) 374-9757

SCALE: 1" = 200' | "THE BENCHMARK IN QUALITY SERVICE" | DRAWN BY: B.S.
DATE: 9/7/2008 | CHECKED BY: J.S.
FIELD WORK COMPLETED ON 4/3/2008 SKETCH
PREPARED FOR: LAPORTE | DRAWING #: 42-8-30-08

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezonings (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/Agent: Kenneth J. LaPointe Contact Person: Kenneth J. LaPointe

Address: 13400 Sutton Park Dr.S., Suite 1402 Phone: (904) 704 - 0067

Email address: lapointeco@aol.com

SUBJECT PROPERTY DESCRIPTION

Property Owner: Southampton Development Corp. Property Address: 9205 SW 65th Avenue

City: Gainesville State: Florida Zip: 32608 Phone: (904) 704 - 0067

Tax Parcel #: 07071 - 033 - 000 Section: 30 Township: 10S Range: 19E Grant: _____

Total Acreage: 5 Acres Zoning: Agriculture Land Use: Residential Low

TYPE OF REQUEST

☒	Rezoning	From: Agriculture To: R-1A
☐	Special Use Permit	For: _____
☐	Minor Special Use Permit	For: _____
☐	Special Exception	For: _____
☐	Minor Special Exception	For: _____

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: _____ Date: Jan. 4, 2011

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

REQUIRED ATTACHMENTS

The following items must accompany your application at the time of submittal. No applications will be accepted without these attachments. Please submit the application fee, check made payable to Alachua County Board of County Commissioners, one paper copy and one digital copy of the following:

☒ Proof of neighborhood workshop, where applicable.

☒ Legal description.

☒ Property Owner's Affidavit, notarized.

☒ Proof of payment of taxes on all parcels.

☒ Detailed directions to the site.

☒ Detailed description of request and an explanation of why the request is consistent with the County's Comprehensive Plan and Unified Land Development Code.

☐ Survey or scaled drawing of property showing boundaries of property and adjacent properties, roads, easements, and all structures on site.

☐ Proposed site plans, no larger than 11" by 17", for all Special Use Permits, Special Exceptions, and Rezonings to RM or RM-1. Site plans should display the following:

- ☐ Property boundaries and dimensions.
- ☐ Existing and proposed buildings, additions, or structures, with distances from the property boundaries shown.
- ☐ Streets, sidewalks, drives, parking and loading areas, and similar features.
- ☐ Proposed landscape plan, if applicable.

☐ Environmental Resources Checklist, conducted by a qualified professional (certain requests may require a more extensive natural resources assessment).

☐ Additional requirements (listed separately) for Special Use Permits for Mining Operations, Excavation and Fill Operations, and for Personal Wireless Services Facilities.

☐ Other _____

Planning staff reserves the right to require additional information for all applications where such submission is necessary to insure compliance with applicable criteria in the individual case.

☐ A digital copy of each of the above, in either Microsoft Word or Adobe PDF format.

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

PROPERTY OWNERS' AFFIDAVIT

Southampton Development Corp.
Owner

Application No.

Additional Owners

Kenneth J. LaPointe
Appointed Agent(s)

07071-033-000 — Parcel Number(s)
30 — Section
10S — Township
19E — Range

Rezone from AG to R-1A
Type of Request

I (we), the property owner(s) of the subject property, being duly sworn, depose and say the following:

1. That I am (we are) the owner(s) and record title holder(s) of the property described in the attached legal description;
2. That this property constitutes the property for which the above noted land use request is being made to the Alachua County Board of County Commissioners;
3. That I (we), the undersigned, have appointed, and do appoint, the above noted person(s) as my (our) agent(s) to execute any agreement(s), and other documents necessary to effectuate such agreement(s) in the process of pursuing the aforementioned land use request;
4. That this affidavit has been executed to induce the Alachua County Board of County Commissioners to consider and act on the subject request;
5. That I (we), the undersigned authority, hereby certify that the foregoing statements are true and correct.

Owner (signature) Owner (signature) Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

VICTORIA A. BUSSENO
MMISSION # DD 717...
ES: September 20, 201...
d Thru Notary Public Und...

(SEAL ABOVE)

SWORN AND SUBSCRIBED BEFORE ME
THIS 4 DAY OF January, 2011
BY Victoria Anne Busseno Marilyn Moore Deas
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
FL DL D200-553-53-970-0
(TYPE OF IDENTIFICATION)

Notary Public, Commission No. DD717111
(Name of Notary typed, printed, or stamped)
Victoria Anne Busseno

VICTORIA A. BUSSENO
MY COMMISSION # DD 717111
EXPIRES: September 20, 2011
Bonded Thru Notary Public Underwriters

VON FRASER, CFC
ALACHUA COUNTY TAX COLLECTOR

REAL ESTATE 2010 78801.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD		MILLAGE CODE
07071-033-000		APPLICABLE VALUES AND EXEMPTIONS BELOW	0400

R

SOUTHAMPTON DEVELOPMENT CORP
6480 SW 122ND ST
GAINESVILLE FL 32608-5781

9205 SW 65TH AVE
W 492 FT OF E 528 FT OF N 432.24 FT OF SE1/4 OR 3708/0699

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION (S)	TAXABLE VALUE	TAXES LEVIED
BOARD OF COUNTY COMMISSIONERS					
CNTY GENERAL	8.3763	86,200		86,200	722.04
CNTY DEBT LL	.2500	86,200		86,200	21.55
ALACHUA CNTY LIBRARY DISTRICT					
LIBRARY GENERAL	1.3638	86,200		86,200	117.56
LIBRARY BONDS	.1098	86,200		86,200	9.46
SCHOOL BOARD OF ALACHUA COUNTY					
SCHL GENERAL	5.4840	86,200		86,200	472.72
SCHL DISCRNRY & CN	.9980	86,200		86,200	86.03
SCHL BOND 5	.3750	86,200		86,200	32.33
SCHOOL VOTED	1.0000	86,200		86,200	86.20
SCHL CAP26 PROJECT	1.2500	86,200		86,200	107.75
ST JOHNS RIVER WATER MGT DISTR	.4158	86,200		86,200	35.84
MUNICIPAL SERVICES TAXING UNIT					
UNINCORP. SERVICES	.4124	86,200		86,200	35.55
SHERIFF LAW ENFORCE	1.6710	86,200		86,200	144.04
FIRE PROTECTION SERV	1.3391	86,200		86,200	115.43

TOTAL MILLAGE 23.0452 AD VALOREM TAXES $1,986.50

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
R120 REFUSE URBAN (352) 338-3233	1 Unit @ 167.88	
R710 SOLID WASTE MANAGEMENT	1 Unit @ 17.13	17.13

ALACHUA COUNTY, FLORIDA
Control # 1029216.0003 of 0007
Date 01/04/2011
Oper JES
Till 110
Amount 2,128.08CK
PAID BY: SOUTHAMPTON DEVELOPMEN

NON-AD VALOREM ASSESSMENTS $185.01

COMBINED TAXES AND ASSESSMENTS	$2,171.51	PAY ONLY ONE AMOUNT.	See reverse side for important information.

If Paid By	Nov 30, 2010	Dec 31, 2010	Jan 31, 2011	Feb 28, 2011	Mar 31, 2011
Please Pay	2,084.65	2,106.36	2,128.08	2,149.79	2,171.51

Please Retain this Portion for your Records.

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit to:
Development Services Division

ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:
Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

Yes	☐	N/A	☒	Surface Waters (ponds, lakes, streams, springs, etc.)
Yes	☐	N/A	☒	Wetlands
Yes	☐	N/A	☒	Surface Water or Wetland Buffers
Yes	☐	N/A	☒	Floodplains (100-year)
Yes	☐	N/A	☒	Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc)
Yes	☐	N/A	☒	Strategic Ecosystems (within or adjacent to mapped areas)
Yes	☐	N/A	☒	Significant Habitat (biologically diverse natural areas)
Yes	☐	N/A	☒	Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC)
Yes	☐	N/A	☒	Recreation/Conservation/Preservation Lands
Yes	☐	N/A	☒	Significant Geological Features (caves, springs, sinkholes, etc.)
Yes	☐	N/A	☒	High Aquifer Recharge Areas
Yes	☐	N/A	☒	Wellfield Protection Areas
Yes	☐	N/A	☒	Wells
Yes	☐	N/A	☒	Soils
Yes	☐	N/A	☒	Mineral Resource Areas
Yes	☐	N/A	☒	Topography/Steep Slopes
Yes	☐	N/A	☒	Historical and Paleontological Resources
Yes	☐	N/A	☒	Hazardous Materials Storage Facilities
Yes	☐	N/A	☒	Contamination (soil, surface water, ground water)

Previously reviewed for Preliminary Development Plan

SIGNED: _____ **PROJECT #** NA **DATE:** Jan.4, 2011

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx or contact ACEPD at (352) 264-6800.
(version 5/20/05)

Note from MapQuest: Your web browser is not supported. Some of the features on the new MapQuest will not work on Internet Explorer 6. We encourage you to upgrade now. Learn More »

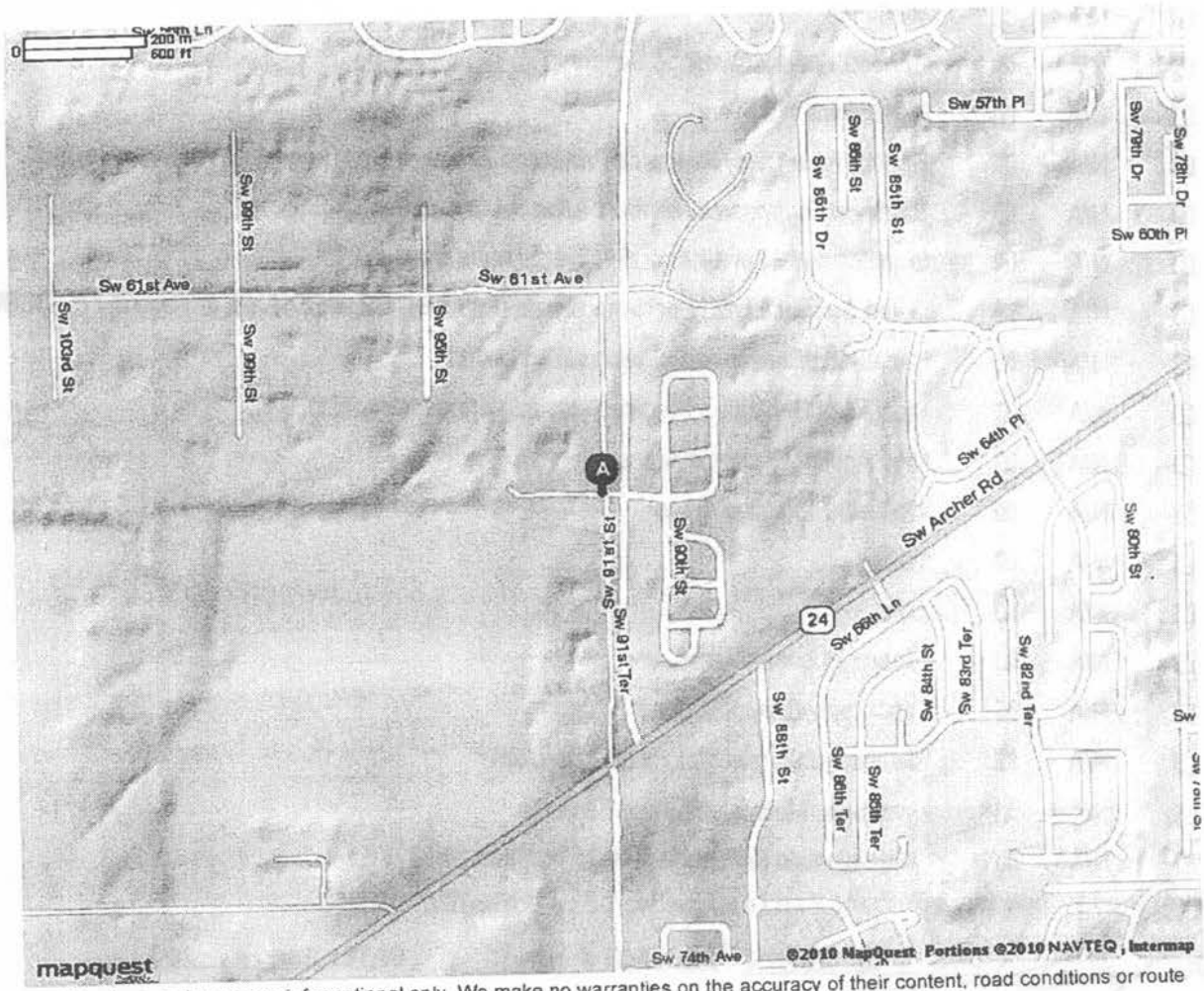
Upgrade Now: **Get Internet Explorer**

Get Firefox

MAPQUEST.

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

9205 SW 65th Ave
Gainesville, FL 32608-5544



Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or route usability or expeditiousness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for any loss or delay resulting from your use of MapQuest.

infogroup

ATTACHMENTS
EXHIBIT "A"

The request is to develop five single family lots and a residents club which includes a 4,000 square foot Residents Club building, a 1,700 square foot swimming pool, two shade structures and an off-street parking area.

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

Mailing Date _____

Mailed Notice for (check one):

☒ Neighborhood Workshop

☐ Public Meeting

BEFORE ME personally appeared Marilyn M. Deas, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.

_____
Applicant (signature)

Marilyn M. Deas
Name of Applicant (printed)

STATE OF FLORIDA
COUNTY OF ALACHUA

VICTORIA A. BUSSENO
MY COMMISSION # DD 717111
EXPIRES: September 20, 2011
Bonded Thru Notary Public Underwriters

(SEAL ABOVE)

SWORN AND SUBSCRIBED BEFORE ME
THIS 4 DAY OF January, 2011
BY ~~Victoria Anne Busseno~~ Marilyn Moore Deas
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
FL DL D200-568-53-970-0
(TYPE OF IDENTIFICATION)

_____
_____

Notary Public, Commission No. DD717111 My Commission expires: 9/20/11
(Name of Notary typed, printed, or stamped)
Victoria Anne Busseno

TRADITIONS TND
13400 SUTTON PARK DRIVE SOUTH, SUITE 1402
JACKSONVILLE, FLORIDA 32224
TELEPHONE (904) 992-6464
FAX (904) 992-6454
Email lapointeco@aol.com

January 6, 2011

Ms. Laurie Winslow
6592 SW 90th St.
Gainesville, FL. 32608

Ref: The subject property is a five acre parcel located at 9205 SW 65th Avenue in Gainesville, Florida.
Tax Parcel Number 07071-033-000

Dear Ms. Winslow,

Please be advised that there will be a neighbor workshop on January 31, 2011 at

to discuss an application to rezone the above described property from Agriculture to R-1A, Low Density Residential.

If you should have any questions or need additional information prior to the meeting, please do not hesitate to contact me at (904) 704-0067 or lapointeco@aol.com.

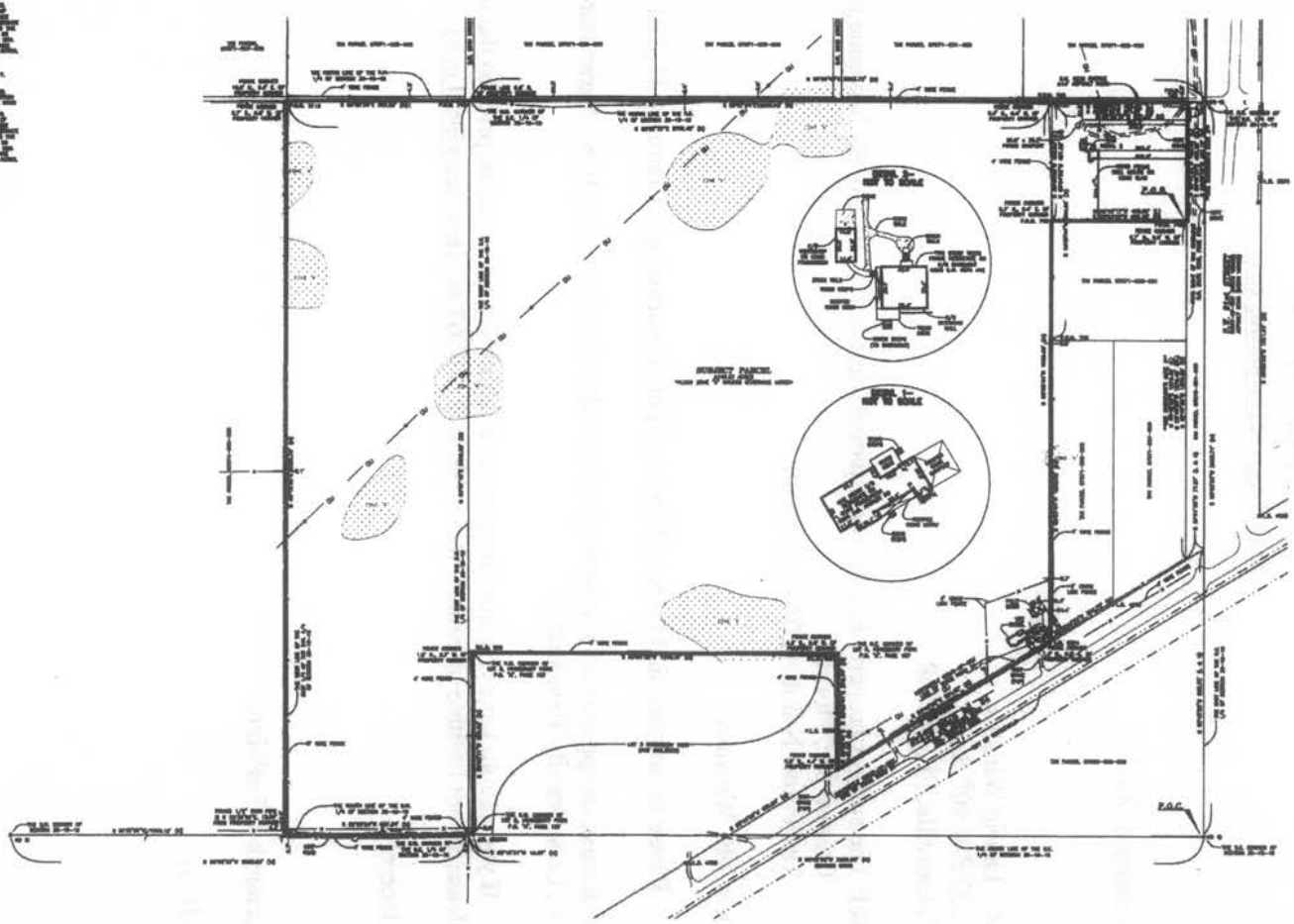
Sincerely,

Kenneth J. LaPointe

KJL:sy

BOUNDARY SURVEY

IN SECTION 30, TOWNSHIP 10 SOUTH, RANGE
19 EAST, ALACHUA COUNTY, FLORIDA



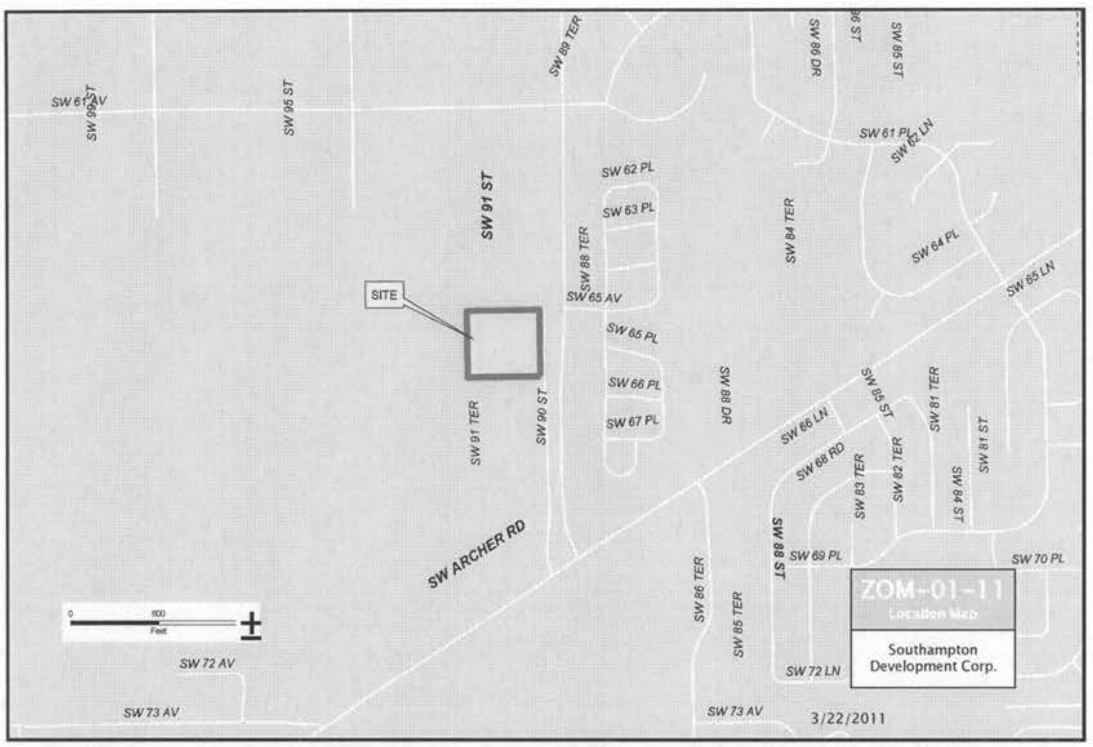
ZOM-01-11 Traditions Rezoning

3/22/2011

Description of Request

- Rezone a 5 acre parcel from 'A' to R-1a consistent with the Residential Low Density Future Land Use Designation
- Part of approved Southampton Traditional Neighborhood Development

3/22/2011


SW 61 AV
SW 95 ST
SW 89 TER
SW 86 DR
SW 86 ST
SW 85 ST
SW 61 PL
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SW 62 PL
SW 63 PL
SW 91 ST
SW 84 TER
SW 64 PL
SW 65 LN
SW 88 TER
SITE
SW 65 AV
SW 65 PL
SW 66 PL
SW 67 PL
SW 91 TER
SW 90 ST
SW 88 DR
SW 66 LN
SW 68 RD
SW 83 TER
SW 82 TER
SW 81 TER
SW 84 ST
SW 81 ST
SW ARCHER RD
SW 88 ST
SW 69 PL
SW 70 PL
SW 86 TER
SW 85 TER
SW 72 LN
SW 72 AV
SW 73 AV
SW 73 AV
0
800
Feet
ZOM-01-11
Location Map
Southampton
Development Corp.
3/22/2011

SITE
0
500
1,000
Feet
ZOM-01-11
Aerial Map
Southampton
Development Corp

FLU:
Medium Density
Future Land Use: Low Density
SITE
SW 91ST STREET
ARCHER ROAD
7069
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
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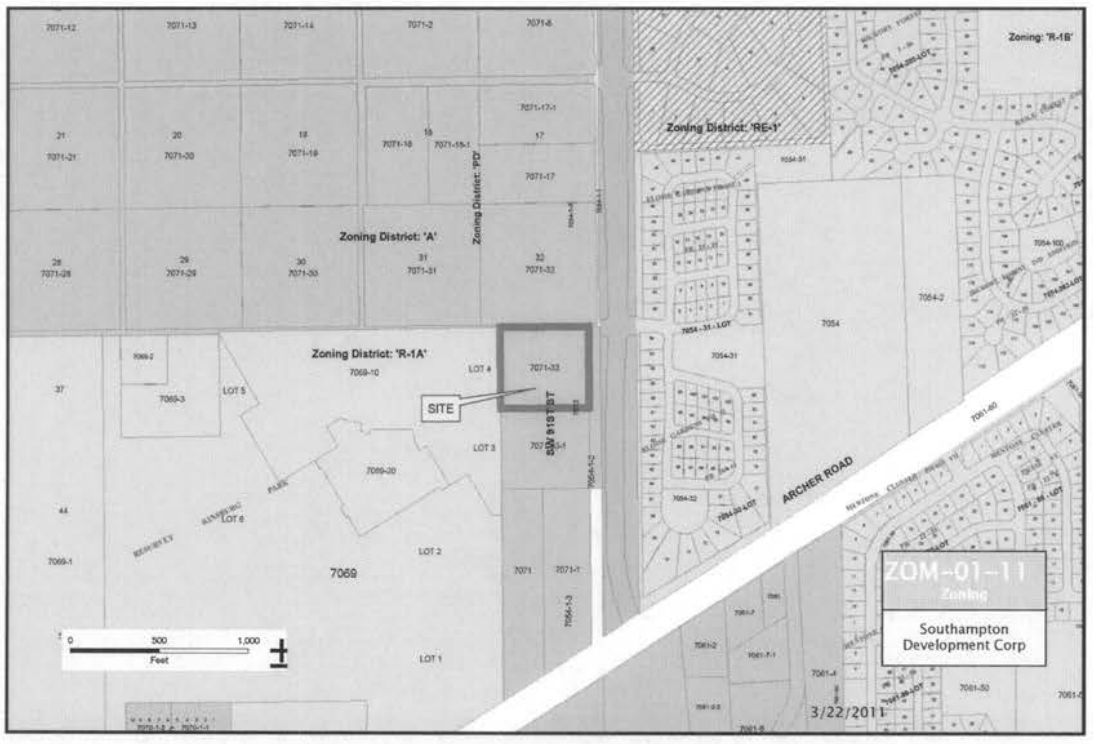
Feet
ZOM-01-11
Future Land Use
Southampton
Development Corp
3/22/2011


Zoning: 'R-1B'
Zoning District: 'RE-1'
Zoning District: 'PD'
Zoning District: 'A'
Zoning District: 'R-1A'
SITE
SW 91ST ST
ARCHER ROAD
7069
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
0
500
1,000
Feet
ZOM-01-11
Zoning
Southampton
Development Corp
3/22/2011

Staff Recommendation

- Approval with bases as listed in the Staff Report

3/22/2011

March 22, 2011 Regular Board Meeting
Agenda Item #36

Title
ZOS-02-11. A Request for a Special Use Permit to allow a 178 foot Monopole Personal Wireless Service Facility (PWSF).

Amount
N/A

Description
A request for a special use permit to allow the applicant to construct a 178 foot monopole personal wireless service facility at 14806 NW 36th Avenue, tax parcel number 04178-003-000.

Recommendation
Approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 SW 36th Avenue on tax parcel number 04178-003-000.

Alternative(s)
Do not approve the resolution

Requested By
Missy Daniels, Senior Planner

Originating Department
Growth Management, 374-5249

Attachment(s) Description
Resolution Z-11-04, Staff Report, PowerPoint Presentation, Application materials including photosimulations and the RF analysis.

Documents Requiring Action
Resolution Z-11-04

Executive Summary
TowerCom is requesting approval of a 178 foot monopole personal wireless service facility (PWSF) in order to provide coverage for Sprint in this area of the County. The monopole design is a slim silhouette with the antenna on the outside of the structure. The applicant intends to use flush mounted antenna, which will reduce the silhouette of the tower. This request for a 178 foot tower in the Agriculture land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners.

Background
TowerCom was originally requesting approval of a 199 foot monopole with standard mounted antenna. Staff's initial review of the request, including analyzing the photosimulations and reviewing the radio frequency (RF) data for Sprint, concluded that the tower could be lower and still give Sprint their service coverage. This conclusion prompted the applicant to submit additional RF information to the County's RF consultant. The second RF review came to the conclusion the tower could be lower and still provide Sprint's service, especially once Sprint completed their system design and added more towers in the area. This review did highlight the loss of coverage at both 145 feet and 125 feet. Staff asked the applicant to consider using flush mounted antenna to decrease the visual impact of the tower on the neighboring properties. The applicant has now changed their proposal to reduce the tower height by 21 feet and use flush mounted antenna. The original photosims, included with the application attachment, show the

tower visible from two views. The applicant revised the photosims for the two views (attached). The reduction in height and especially the use of close-mounted antenna reduces the visual impact considerably.

Issues
Both RF reviews indicate the tower could be lower than the requested height (originally 199 feet), as low as 125 feet, however with loss of coverage at each increment lower.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ZOS0211_Presentation.pdf
Attachment: Applicant_ComPlan_ULDConsist_stmt.pdf
Attachment: Nghb_WorkshopMinutes.pdf
Attachment: Plans.pdf
Attachment: Resolution.pdf
Attachment: Sprint_RF.pdf
Attachment: Survey.pdf
Attachment: ZOS0211_Mailing_list.pdf
Attachment: 2nd_RF_Review_Findings.pdf
Attachment: Mailed_Notice_Affidavit.pdf
Attachment: Public_Comments.PDF
Attachment: Sprint_RF_Site_Information.pdf
Attachment: ZOS_02_11_Staff_Report.pdf
Attachment: Photosim_170feet_VIEW_D _G.pdf
Attachment: App_form.pdf
Attachment: Env_Res_Assess_Rpt.pdf
Attachment: PHOTOSIMULATION.pdf
Attachment: RF_Review_Findings20100111.pdf
Attachment: WorkshopMailer.pdf

Alachua County
Office of Planning and Development Staff Report

Application Number: ZOS-02-11 Staff Contact: Missy Daniels. Sr. Planner
352-374-5249

Planning Commission Hearing Date: **February 16, 2011**
Board of County Commissioners Hearing Date: **March 22, 2011**

SUBJECT: A request for a special use permit to allow a 178 foot monopole Personal Wireless Service Facility

APPLICANT/AGENT: Gerald Muldowney/TowerCom III, LLC/Sprint Nextel

PROPERTY OWNER: Tommy and Beverly Mikell

PROPERTY DESCRIPTION:
Location: 14806 NW 36th Avenue
Parcel Numbers: 04178-003-000
Section/Township/Range: 22-09-18
Land Use: Rural Agriculture
Zoning: A (Agriculture)
Existing Use: single family home
Acreage: 6.63

PREVIOUS REQUESTS: None

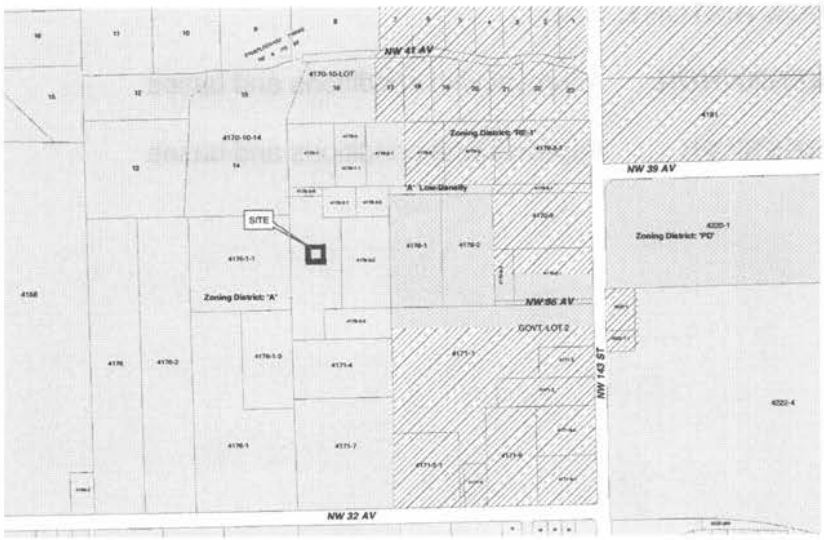
ZONING VIOLATION HISTORY: None

STAFF RECOMMENDATION: Approval with conditions and bases

PLANNING COMMISSION: Approval with conditions and bases

Aerial of Proposed Site

Surrounding Zoning



ANALYSIS

Background

TowerCom is requesting approval of a 178 foot monopole personal wireless service facility (PWSF) in order to provide coverage for Sprint in this area of the County. The monopole design is a slim silhouette with the antenna on the outside of the structure. The applicant intends to use flush mounted antenna, which will reduce the silhouette of the tower. This request for a 178 foot tower in the Agriculture land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners.

TowerCom was originally requesting approval of a 199 foot monopole with standard mounted antenna. Staff's initial review of the request, including analyzing the photosimulations and reviewing the radio frequency (RF) data for Sprint, concluded that the tower could be lower and still give Sprint their service coverage. This conclusion prompted the applicant to submit additional RF information to the County's RF consultant. The second RF review came to the conclusion the tower could be lower and still provide Sprint's service, especially once Sprint completed their system design and added more towers in the area. This review did highlight the loss of coverage at both 145 feet and 125 feet. Staff asked the applicant to consider using flush mounted antenna to decrease the visual impact of the tower on the neighboring properties. The applicant has now changed their proposal to reduce the tower height by 21 feet and use flush mounted antenna. The original photosims, included with the application attachment, show the tower visible from two views. The applicant revised the photosims for the two views (attached). The reduction in height and especially the use of close-mounted antenna reduces the visual impact considerably.

Chronology

Application submitted: November 29, 2010
Report Released: February 9, 2011
Local Planning Agency Hearing: February 16, 2011
BoCC Hearing: March 22, 2011

COMPREHENSIVE PLAN CONSISTENCY

The proposed special use permit has been analyzed for consistency with the Comprehensive Plan. A personal wireless service facility is considered an institutional use. Institutional uses are allowed in all land use categories (Policy 5.1.1) provided they are consistent with the Institutional policies and the Comprehensive Plan as a whole. The institutional policies of the Comprehensive Plan are analyzed below:

Policy 5.1.2 *The following uses are considered institutional and governmental uses in Alachua County:*

...

c. Public Utility, Communications or Infrastructure Services (e.g. utility transmission and distribution facilities, landfills).

Consistency: Personal Wireless Service Facilities are considered communications infrastructure and are therefore listed as an institutional use.

5.2 LOCATION AND COMPATIBILITY

Policy 5.2.1 *The following criteria shall determine the appropriateness of potential institutional locations and uses requiring special use permits shall be demonstrated prior to establishing the institutional use:*

a. Optimum service area.
b. Optimum operating size.
c. Access to clientele.
d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.
e. Nature of service provision.
f. Needs of the clientele.
g. Availability and adequacy of public infrastructure to serve the particular use.
h. Preservation and strengthening of community and neighborhood character through design.
i. Consistency with the goals, objectives, and policies of the Conservation and OpenSpace Element.

As an institutional use, the seven factors noted above must be evaluated when determining the appropriateness of the proposed PWSF.

1. ***Optimum Service Area.***

2. ***Optimum Operating Size***

   The Personal Wireless Service Facility (PWSF) ordinance implementing the Comprehensive Plan requires that the applicant submit information on proposed or built adjacent cell sites in order to analyze the necessary height of the proposed antenna. This information has been submitted and analyzed. The initial RF review concluded that the height of the antenna could be lowered to 125 feet and still provide service to the area equivalent to the requested 199 feet. The applicant submitted additional RF information for review. The County's RF review of the new information concluded that with the system Sprint is proposing, more towers (or service) will be necessary to the northeast and northwest of the site whether Sprint builds a 199 foot tower or a 125 foot tower. The RF review concludes that once those additional towers are constructed, the 125 foot tower will be adequate. The applicant showed new RF information at 199 feet, 145 feet with loss of service and at 125 feet with more significant loss of service. Staff is only looking at this initial tower. The photosimulations of the tower at 199 feet and with standard antenna showed some adverse visual impact on the community from a couple of views. In order to reduce the silhouette and visual impact of the tower, staff asked the applicant about using flush mounted antenna and lowering the height of the tower. The applicant agreed to lower the tower to 170 feet (178 feet including the lightning rod. The applicant submitted new photosims at the 170 foot height with flush mounts. The reduction in height and antenna width greatly reduces the visual impact. Based on this, staff concludes that the 170 feet with flush mounts will give Sprint their needed coverage while also minimizing the impact on adjacent properties.

3. ***Access to clientele.*** This criterion is not applicable to the analysis of the PWSF. Public access is not required for the subject request. Providing service through the proposed structure will give the clientele access to their phones in this area.

4. ***Compatibility with Surrounding Uses.*** As shown in the initial photo simulations at the 199 foot height, the structure will not have a visual impact from most of the surrounding properties. The visual impact of the tower from the views where the tower can be seen is due in large part to the wide standard antenna. By using flush mounts and reducing the height 20 feet, the visual impact of this tower is minimized. The surrounding area is characterized by agricultural land, some rural residential neighborhoods and a church. Trees cover much of the area immediately surrounding the subject property. The tower is being designed as a monopole with flush mounted antenna, which is less visually intrusive and preferred over other types such as lattice or guyed towers.

5. ***Compatibility of the scale and intensity of the use in relationship to surrounding***

uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors. The edge of this site is surrounded by trees. At 178 feet this tower will not have to be lighted. The tower will receive only a few visits a month for maintenance and will not generate noise or odors.

6. ***Nature of Service Provision.*** It is unclear how this criterion is applicable to the wireless service. Sprint Nextel has submitted information indicating their need and desire to locate at this site.

7. *Needs of the Clientele.* The proposed facility should serve a demonstrated need of the clientele. Sprint Nextel needs additional service in this area of the County and this tower will provide that service.

8. *Availability and adequacy of infrastructure to serve the particular use.* The requested use has very little impact on existing infrastructure. The infrastructure to support the proposed use is adequate and in place as demonstrated by the Level of Service analysis.

9. *Preservation and strengthening of community and neighborhood character through design.* The proposed tower is a monopole tower. The tower will not be visible from most surrounding properties at 178 feet

10. Consistency with the goals, objectives and policies of the Conservation and Open Space Element. All proposed storage tank systems must comply with the requirements of the Alachua County Hazardous Materials Management Code (HMMC).

5.5 PUBLIC UTILITY, COMMUNICATION, OR INFRASTRUCTURE SERVICES
Infrastructure and utility structures, such as communication towers, personal wireless service facilities, radio and television antennas, water and sewer, and energy generation and distribution facilities shall be designed and located to eliminate or minimize adverse visual impacts on the landscape.

Consistency: This policy requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located on a rural property edged in wooded areas and is not visible on most of the photosimulations. The monopole design, flush mounted antenna and height under 200 feet (178 feet) so as to not need lighting minimizes adverse visual impact on the landscape.

5.8 PERSONAL WIRELESS SERVICE FACILITIES

Policy 5.8 *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should:*

a. use existing structures not originally built as antenna mounts, including, but not limited to rooftops, utility poles, and church steeples.

Consistency: The applicant is building a new structure for this tower.

b. use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible;

Consistency: The monopole design with flush mounted antenna is one of the least visually intrusive means of constructing a new PWSF at this height. A unipole with antenna interior to the pole would be even less visually intrusive, thought they are not typically built at the requested height.

c. be located, sited, and designed in a way that minimizes the adverse visual impact on the community.

Consistency: As stated, the tower is located within a rural area with wooded areas surrounding the immediate property.

d. be located in such a way as to avoid impacting view corridors, vistas, and viewsheds.

Consistency: The tower will not be impacting view corridors, vistas, or viewsheds.

e. if ground-mounted, not be located in environmentally sensitive areas or passive recreation areas within Alachua County parks.

Consistency: The proposed PWSF will not be located in environmentally sensitive or passive recreation areas of the County.

f. not be placed or constructed on a historic structure, landmark or site that is eligible for listing in the National Register of Historic Places or is deemed of historic value by the State of Florida or Alachua County.

Consistency: The proposed PWSF will not be located on a historic structure, landmark or site.

g. not be located in conservation areas.

Consistency: The proposed PWSF will not be located in a conservation area.

h. not be located where the potential for bird kills is shown to exist.

Consistency: The proposed PWSF will not be located in an area where the potential for bird kills is shown to exist and is a design and height that is the least hazardous to birds.

7.0 Implementation

Policy 7.1.2 *Proposed changes to the zoning map shall consider:*

a. consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan
b. the availability and capacity of public facilities required to serve the development
c. the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice
d. those factors identified by law, including that as a general matter an applicant is not entitled to a particular density or intensity within the range of densities and intensities permitted by the Comprehensive Plan, given due consideration of legitimate public purposes relating to health, safety, and welfare.

Consistency: The analysis of Levels of Service below demonstrates that there are adequate public facilities to serve the proposed PWSF as required by Policy 7.1.2.b above. There are no environmental justice issues associated with this special use permit request. The surrounding zoning is A (Agriculture). There are some residences in the area and agricultural fields. This proposed tower will not be inconsistent with the surrounding zoning and uses as cell service is needed in all areas of the County.

The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. Staff's analysis above concludes that 178 foot tower with flush mounts is consistent with Policy 7.1.2.

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within specified timeframes. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic
The proposed development is considered to have a de minimus traffic impact (fewer than 10 average annual daily trips) and therefore is exempt from requiring a transportation concurrency determination.

Mass Transit
Policy 1.2.4 (F) states that a paratransit system shall be maintained in unincorporated Alachua County in order to provide 24-hour ambulatory and wheelchair service on a demand-responsive basis. MV/Paratransit is meeting this level of service standard.

Water and Sewer
This property is served by well and septic.

Drainage
Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/critical duration storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Emergency Services
Policy 1.2.5 (A) states that the LOS standard for fire services within the Urban Service Area is as follows:

- Initial unit response within 4 minutes for 80% of all responses within a 12 month period.
- Fire protection service level of ISO (Insurance Service Office) Class Protection 4 or better.
- 100% of development shall provide water supply from hydrants.

This special use permit request will not cause the level of service standards to be exceeded.

Solid Waste
Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Recreation
Policy 1.2.4 (B) states that the minimum LOS standard for recreation in the unincorporated area of Alachua County is 0.5 acres of improved activity-based recreation sites and 5.0 acres of improved resource-based recreation sites per 1,000 persons. At present, the Alachua County Parks System consists of 25 parks encompassing 1306 acres (Source: Department of Public Works Website). At these required levels of service, the present county park system would accommodate a population base of over 237,000 people. The proposed facility will not cause the recreation level of service standard to be exceeded.

Schools
This special use permit will not reduce or affect school capacity in Alachua County.

Land Development Regulations

The Land Development Regulations list a set of locational and design criteria by which a Tier Three PWSF application must be analyzed.

Section 404.54 (c)
1. Location
a. The proposed PWSF shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c).

Consistency: The applicant submitted the Visual Impact Analysis as required. The photosimulations demonstrate that the tower will not be visible from most of the surrounding area and only small portions of the tower are visible when it can be seen. Lowering the antenna height to 178 feet from the initial 199 feet and changing the antenna

from standard mounts, as shown in the original photosims, to flush mounts, shown in the revised photosims, further reduces any view of the tower or adverse visual impact.

a. *The location of a proposed PWSF shall minimize environmental impacts. Ground-mounted PWSFs should not be located in preservation areas, conservation areas, or passive recreation areas of County Parks as defined by this ULDC and the Comprehensive Plan.*

Consistency: The site is not in a preservation, conservation, or passive recreation area and no trees will have to be removed to construct the tower.

c. *PWSFs greater than 200 feet in height should not be located in areas where the increased potential for bird kills is shown to exist.*

Consistency: The proposed tower is less than 200 feet and this is not in an area where the increased potential for bird kills is shown to exist.

d. *Lighted towers using guy-wires are prohibited in Conservation areas as defined by this ULDC and the Comprehensive Plan.*

Consistency: The proposed tower does not have to be lighted; it does not use guy wires and is not located in a conservation area.

e. *Proposed PWSFs should not be visible from any designated scenic road or corridor or roads designated Old Florida Heritage Highway.*

Consistency: CR 241 is not a scenic road or a road designated as Old Florida Heritage Highway.

2. Design

All PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.

Consistency: The proposed tower is a monopole design with flush mounted antenna. The initial review of the 199 foot tower with standard antenna combined with the County's

consultant RF engineer's review concluded that the height of the tower could be lower than the 199 feet requested and still provide the service the applicant is seeking while reducing the visual impact on the community. In reaction to the initial RF review, the applicant submitted additional RF information to the County's RF consultant. The RF review still concludes that an antenna height of 125 feet would give Sprint equivalent service once they build two additional towers to implement their system. The second review also shows the loss of coverage from 199 feet to 145 feet and then at 125 feet. The photo simulations show that the tower is mostly not visible from surrounding properties at the initially requested 199 feet. The design criteria in number two above must be read as a whole. While it says the minimum height necessary to provide service should be used, as verified by an independent radio frequency (RF) analysis, this must be read in conjunction with the first two sentences: *All PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact.* Dropping the height of the proposed tower reduces the visual impact of the tower on the community. Using flush mounted antenna makes a much more substantial difference on the visual impact. By combining lowering the height of the tower with using the narrow antennas, staff concludes that the proposed tower at 178 feet with flush mounts is consistent with the above criteria.

Section 404.54 (d) *Development Standards For Tier Two and Tier Three*

1. *Setbacks and Separation*

Consistency: The zoning district is A (Agriculture), which has 40 foot setbacks on the front and rear and 20 foot setbacks on the interior sides. The proposed tower will be well within the setback limits. The distance to the closest property line is 167 feet.

2. *Security Barrier*

Consistency: The tower will be located within an 8 foot high chain-link fenced compound.

3. *Airport Impacts*

Consistency: The proposed PWSF will comply with all airport impact regulations.

4. *Signs*

Consistency: The site will have the required signage.

5. Landscape Buffers

Consistency: The proposed PWSF compound will not be visible from most adjacent lots or rights-of-way. Trees surround the property. Any appropriate buffers will be required at development plan review.

6. Access

Consistency: The proposed PWSF will have a 30 foot wide access easement through the subject property.

7. Occupancy

Consistency: The site will not be occupied.

8. Modifications

Consistency: The proposed PWSF is a new facility. Any future modifications to the site would have to comply with this section.

Section 402.124 describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public.

Consistency: As discussed in the above analysis, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

Conclusion
The proposed tower will have a minimal visual impact from surrounding roadways and properties at 178 feet. The applicant is proposing a monopole design with flush mounted antenna and the tower will not have to be lighted. The application is consistent with the Comprehensive Plan and ULDC. Staff recommends approval of application ZOS-02-11.

Staff Recommendation

That Application ZOS-02-11 be approved with the following conditions and bases:

Conditions:

1. This Special Use Permit is issued to allow construction and operation of a 178 foot monopole personal wireless service facility on approximately 6.63 acres located at 14806 NW 36th Avenue on tax parcel number 04178-003-000. The tower shall be located as depicted on the attached site plan.

2. The facility shall use a monopole or unipole design. If using a monopole design, all antennas shall be flush mounted.

3. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including Chapter 404, Article 12 of the Alachua County Unified Land Development Regulations, now and hereafter in force, which may be applicable to the use of the site. Any violation of the above conditions shall be grounds for suspension or revocation of this Special Use Permit by the Alachua County Board of County Commissioners.

Bases:

1. ***Policy 5.2.1* of the Future Land Use Element** lists criteria that shall be used to determine the appropriateness of potential locations for institutional uses including *compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.* As shown in the photo simulations, the structure will not have a visual impact on most of the surrounding properties. The use of flush mounts and lowering the height from the original request further reduces the visual impact on neighboring properties. The surrounding area is characterized by agricultural land, some rural

residential neighborhoods and a church. Trees cover much of the area immediately surrounding the subject property. The monopole design with flush mounted antenna is one of the preferred tower designs. The proposed tower is consistent with Policy 5.2.1.

2. ***Objective 5.5* of the Future Land Use** requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located on a rural property edged in wooded areas and is not visible on most of the photosimulations. The monopole design, flush mounted antenna and height under 200 feet (178 feet) so as to not need lighting minimizes adverse visual impact on the landscape.

3. ***Policy 7.1.2* of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, availability and capacity of public facilities, the relationship of the proposed development to existing development in the vicinity and environmental justice issues. There are adequate public facilities to serve the proposed PWSF. CR 241 is a paved County Road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Service s to be exceeded. There are no environmental justice issues associated with this special use permit request. The surrounding zoning is A (Agriculture). There are some residences in the area and agricultural fields. This proposed tower will not be inconsistent with the surrounding zoning and uses as cell service is needed in all areas of the County. The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. This request for a 178 foot tower with flush mounts is consistent with Policy 7.1.2.

4. ***Policy 5.8* of the Future Land Use Element** states that *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should: … use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible.* Approval of the Special Use Permit for the tower allows Sprint to provide service in this area. The monopole design with flush mounted antenna is one of the least visually obtrusive means of constructing a new PWSF at this height and is consistent with Policy 5.8.

5. ***Policies 1.2.4 and 1.2.5* of the Capital Improvements Element** require public facilities to be available concurrent with new development. There are adequate

public facilities to serve the proposed PWSF. CR 241 is a paved County Road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Service s to be exceeded.

6. ***Section 404.54 (c) of the Unified Land Development Code*** *states that proposed PWSFs shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c).* The Visual Impact Analysis and photosimulations demonstrate that the tower will not be visible from most of the surrounding area. Lowering the antenna height to 170 feet (total height to 178 feet) from the originally requested 199 feet and using flush mounts minimizes the visual impact of the tower further and is consistent with Section 404.54(c).

7. ***Section 404.54(c) of the Unified Land Development Code (ULDC)*** *states that all PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.* The proposed tower is a monopole design with flush mounted antenna. In addition, the applicant decreased the height from the initial request. The adverse visual impact has been minimized consistent with Section 404.54(c).

8. ***Section 402.124*** **of the ULDC** describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public. As shown in the above bases, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public

Attachments

Exhibit 1 – Cited Land Development Regulations
Exhibit 2 – Staff and Agency Comments
Exhibit 3 - RF Analysis from Mr. Art Peters, RF Engineer, dated January 11, 2011 and January 31, 2011
Exhibit 4 – Application

Exhibit 1: Alachua County Land Development Regulations Citations

Section 404.54 Tiered Permit Process and Standards

(d) Development Standards for Tier Two and Tier Three

All applications for Tier Two or Tier Three reviews shall comply with the following standards:

1. *Setbacks and Separation*
   All new towers and accessory structures shall comply with standard zoning district setbacks for a primary structure or other setbacks described in this Article, whichever is greater. All non-concealed PWSFs shall be located behind the principal building line. If the PWSF is mounted on a building, it shall not be visible from the front of the building at the pedestrian level.

2. *Security Barrier*
   All ground mounted equipment for PWSF facilities shall be secured with locked gate and chain-link fence or masonry wall of at least six feet in height from finished grade. The security barrier shall be maintained by the operator of the PWSF or tower for the life of the installation.

3. *Airport Impacts*
   All PWSFs must comply with Alachua County Airport Impact Regulations found in Article 7 of Chapter 405.

4. *Signs*
   Signs for site identification and contact information are required. In addition, for public safety purposes, each PWSF shall have a weather-proof plaque mounted at eye level at or near the PWSF or structure identifying the carriers and dates of permit approval for all antennas on the structure and the location of the County office where further information can be obtained. Such information for PWSFs mounted on buildings may be maintained by the building superintendent or similar agent provided such information is readily accessible on reasonable demand during normal business hours. Any signs required by the FCC or FAA are also allowed. No other signage shall be permitted on any PWSF.

1. *Landscape Buffers*

   Existing natural vegetation shall be undisturbed to the greatest extent practicable and may be counted toward the buffer requirement. Landscaping materials shall consist of xeric or drought-resistant native species and shall be maintained by the operator of the PWSF for the life of the installation.

   a. *Landscape buffers shall be required around any ground-mounted security barrier. Landscape buffers, located outside and within 10 feet of the fence,*

shall include one non-deciduous tree for every 20 linear feet of fence and a continuous row of shrubs spaced not more than three feet apart. The trees shall be at least 10 feet in height and the shrubs shall be at least two feet in height at time of planting.

b. *Ground-mounted accessory equipment for PWSFs mounted on structures not originally intended as PWSF mounts shall be concealed from view within existing structures or shall be limited to 12 feet in height and shall be buffered by a continuous row of shrubs spaced not more than three feet apart.*

c. *The DRC may waive the landscaping requirement if the applicant can demonstrate that the site will not be visible from adjacent lots or rights of-way.*

d. *For Tier Three applications, natural vegetative buffers on the perimeter of the property may be required to be retained to reduce the adverse visual impact of the facility on surrounding residences.*

6. *Access*
A twelve foot wide stabilized access driveway and turn-around area are acceptable unless staff determines, based on public safety concerns, that circumstances require paved access.

7. *Occupancy*
Communication towers and accessory structures shall be unoccupied.

8. *Modifications*
All modifications that, when viewed from ground level from surrounding properties, appear to be of a different size, type or appearance than what currently exists on or associated with the PWSF, as determined by the Director, must comply with the design standards of this Article. For the purposes of this subsection, a co-location shall not be considered a modification. All modifications must comply with any conditions or provisions of an existing permit, including special use permits, for the property or structure.

Exhibit 2: Staff and Agency Comments

Department of Public Works

The Public Works Department has no comments in regards to this request.

Department of Environmental Protection

There are no conservation resources impacted by the proposed facility.

Department of Public Safety

No comments.

RESOLUTION Z-11-04

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA FOR A SPECIAL USE PERMIT TO ALLOW A 178 FOOT MONPOLE PERSONAL WIRELESS SERVICE FACILITY IN AN 'A' (AGRICULTURE) DISTRICT ON APPROXIMATELY 6.63 ACRES LOCATED AT 14806 NW 36TH AVENUE ON TAX PARCEL 04178-003-000.

WHEREAS, Zoning Application ZOS-02-11 has been duly filed and was considered by the Alachua County Planning Commission at its meeting of February 16, 2011; and,

WHEREAS, the Application was considered by the Alachua County Board of County Commissioners at its meeting of March 22, 2010,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Zoning Application ZOS-02-11, a request by TowerCom III, LLC, applicant and Tommy and Beverly Mikell, owners, for a special use permit to allow a 178 foot monopole personal wireless service facility in an 'A' (Agriculture) district on approximately 6.63 acres located at 14806 NW 36th Avenue, on tax parcel 04178-003-000, as summarized in "Exhibit A" in this resolution, is hereby approved with the following Conditions and Bases:

Conditions

1. This Special Use Permit is issued to allow construction and operation of a 178 foot monopole personal wireless service facility on approximately 6.63 acres located at 14806 NW 36th Avenue on tax parcel number 04178-003-000. The tower shall be located as depicted on the attached site plan (Exhibit A).

2. The facility shall use a monopole or unipole design. If using a monopole design, all antennas shall be flush mounted.

3. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including Chapter 404, Article 12 of the Alachua County Unified Land Development Regulations, now and hereafter in force, which may be applicable to the use of the site. Any violation of the above conditions shall be grounds for suspension or revocation of this Special Use Permit by the Alachua County Board of County Commissioners.

Bases:

1. ***Policy 5.2.1* of the Future Land Use Element** lists criteria that shall be used to determine the appropriateness of potential locations for institutional uses including *compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.* As shown in the photo simulations submitted with the application, the structure will not have a visual impact on most of the surrounding properties. The use of flush mounts and lowering the height from the original request further reduces the visual impact on neighboring properties.

The surrounding area is characterized by agricultural land, some rural residential neighborhoods and a church. Trees cover much of the area immediately surrounding the subject property. The monopole design with flush mounted antenna is one of the preferred tower designs. The proposed tower is consistent with Policy 5.2.1.

2. ***Objective 5.5* of the Future Land Use** requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located on a rural property edged in wooded areas and is not visible on most of the photosimulations. The monopole design, flush mounted antenna and height under 200 feet (178 feet) so as not to require lighting minimizes adverse visual impact on the landscape.

3. ***Policy 7.1.2* of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, availability and capacity of public facilities, the relationship of the proposed development to existing development in the vicinity and environmental justice issues. There are adequate public facilities to serve the proposed PWSF. CR 241 is a paved County Road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded. There are no environmental justice issues associated with this special use permit request. The surrounding zoning is A (Agriculture). There are some residences in the area and agricultural fields. This proposed tower will not be inconsistent

with the surrounding zoning and uses as cell service is needed in all areas of the County. The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. This request for a 178 foot tower with flush mounts is consistent with Policy 7.1.2.

4. ***Policy 5.8* of the Future Land Use Element** states that *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should …use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible.* Approval of the Special Use Permit for the tower allows Sprint to provide service in this area. The monopole design with flush mounted antenna is one of the least visually obtrusive means of constructing a new PWSF at this height and is consistent with Policy 5.8.

5. ***Policies 1.2.4 and 1.2.5* of the Capital Improvements Element** require public facilities to be available concurrent with new development. There are adequate public facilities to serve the proposed PWSF. CR 241 is a paved county road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded.

6. ***Section 404.54 (c) of the Unified Land Development Code*** *states that proposed PWSFs shall be located in an area where the adverse visual impact on*

the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c). The Visual Impact Analysis and photosimulations submitted with the application demonstrate that the tower will not be visible from most of the surrounding area. Lowering the antenna height to 170 feet (total height to 178 feet) from the originally requested 199 feet and using flush mounts minimizes the visual impact of the tower further and is consistent with Section 404.54(c).

7. ***Section 404.54(c) of the Unified Land Development Code (ULDC)*** *states that all PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.* The proposed tower is a monopole design with flush mounted antenna. In addition, the applicant decreased the height from the initial request. The adverse visual impact has been minimized consistent with Section 404.54(c).

8. ***Section 402.124*** **of the ULDC** describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development

Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public. As shown in the above bases, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF

ALACHUA COUNTY, FLORIDA

By:_____

Lee Pinkoson, Chair

ATTEST:

_____

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

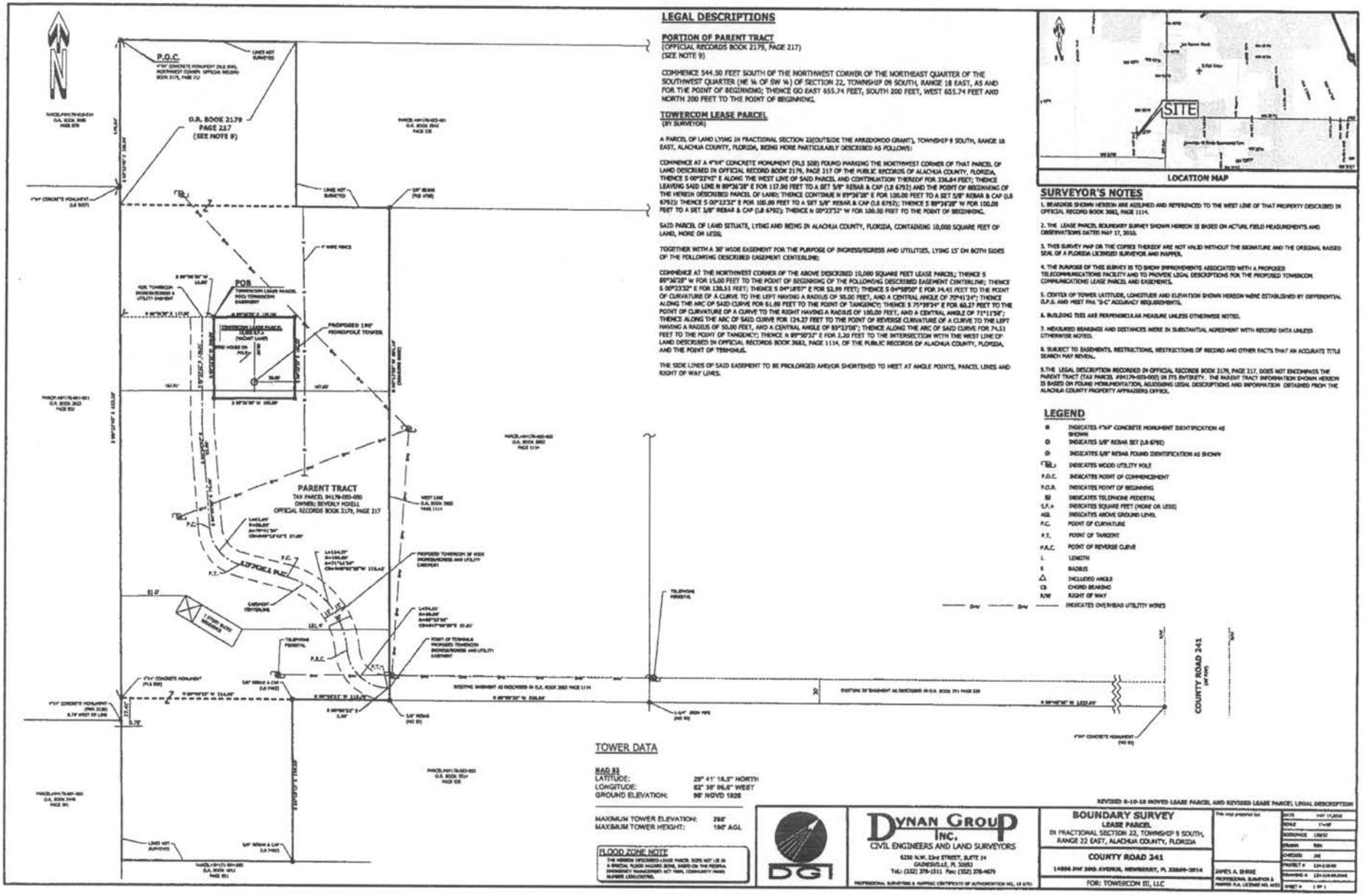
DEPARTMENT APPROVAL

AS TO CORRECTNESS

Department of Growth Management

Authorized Designee

Exhibit A



LEGAL DESCRIPTIONS

PORTION OF PARENT TRACT
(OFFICIAL RECORDS BOOK 2179, PAGE 217)
(SEE NOTE 9)

COMMENCE 544.50 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ OF SW ¼) OF SECTION 22, TOWNSHIP 09 SOUTH, RANGE 18 EAST, AS AND FOR THE POINT OF BEGINNING; THENCE GO EAST 655.74 FEET, SOUTH 200 FEET, WEST 655.74 FEET AND NORTH 200 FEET TO THE POINT OF BEGINNING.

TOWERCOM LEASE PARCEL
(BY SURVEYOR)

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 22(OUTSIDE THE ARREDONDO GRANT), TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (RLS 508) FOUND MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2179, PAGE 217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE S 00°22'45" E ALONG THE WEST LINE OF SAID PARCEL AND CONTINUATION THEREOF FOR 336.84 FEET; THENCE LEAVING SAID LINE N 89°26'28" E FOR 117.90 FEET TO A SET 5/8" REBAR & CAP (LB 6792) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 89°26'28" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 00°23'32" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 89°26'28" W FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE N 00°23'32" W FOR 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ALACHUA COUNTY, FLORIDA, CONTAINING 10,000 SQUARE FEET OF LAND, MORE OR LESS;

TOGETHER WITH A 30' WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITIES. LYING 15' ON BOTH SIDES OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10,000 SQUARE FEET LEASE PARCEL; THENCE S 89°36'28" W FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE; THENCE S 00°23'32" E FOR 138.51 FEET; THENCE S 04°18'07" E FOR 52.99 FEET; THENCE S 04°58'00" E FOR 74.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 98.00 FEET, AND A CENTRAL ANGLE OF 70°41'24"; THENCE ALONG THE ARC OF SAID CURVE FOR 61.88 FEET TO THE POINT OF TANGENCY; THENCE S 75°39'24" E FOR 65.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 71°11'58"; THENCE ALONG THE ARC OF SAID CURVE FOR 124.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 85°23'06"; THENCE ALONG THE ARC OF SAID CURVE FOR 74.53 FEET TO THE POINT OF TANGENCY; THENCE N 89°30'32" E FOR 3.20 FEET TO THE INTERSECTION WITH THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3682, PAGE 1134, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED AND/OR SHORTENED TO MEET AT ANGLE POINTS, PARCEL LINES AND RIGHT OF WAY LINES.

LOCATION MAP

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3682, PAGE 1134.
2. THE LEASE PARCEL BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED MAY 17, 2018.
3. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE PURPOSE OF THIS SURVEY IS TO SHOW IMPROVEMENTS ASSOCIATED WITH A PROPOSED TELECOMMUNICATIONS FACILITY AND TO PROVIDE LEGAL DESCRIPTIONS FOR THE PROPOSED TOWERCOM COMMUNICATIONS LEASE PARCEL AND EASEMENTS.
5. CENTER OF TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED BY DIFFERENTIAL G.P.S. AND MEET FAA "2-C" ACCURACY REQUIREMENTS.
6. BUILDING TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.
7. MEASURED BEARINGS AND DISTANCES WERE IN SUBSTANTIAL AGREEMENT WITH RECORD DATA UNLESS OTHERWISE NOTED.
8. SUBJECT TO EASEMENTS, RESTRICTIONS, RESTRICTIONS OF RECORD AND OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY REVEAL.
9. THE LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 217, DOES NOT ENCOMPASS THE PARENT TRACT (TAX PARCEL #04179-003-000) IN ITS ENTIRETY. THE PARENT TRACT INFORMATION SHOWN HEREON IS BASED ON FOUND MONUMENTATION, ADJOINING LEGAL DESCRIPTIONS AND INFORMATION OBTAINED FROM THE ALACHUA COUNTY PROPERTY APPRAISERS OFFICE.

LEGEND

●	INDICATES 4"X4" CONCRETE MONUMENT IDENTIFICATION AS SHOWN
○	INDICATES 5/8" REBAR SET (LB 6792)
⊙	INDICATES 5/8" REBAR FOUND IDENTIFICATION AS SHOWN
	INDICATES WOOD UTILITY POLE
P.O.C.	INDICATES POINT OF COMMENCEMENT
P.O.B.	INDICATES POINT OF BEGINNING
	INDICATES TELEPHONE PEDESTAL
S.F.±	INDICATES SQUARE FEET (MORE OR LESS)
AGL	INDICATES ABOVE GROUND LEVEL
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
L	LENGTH
R	RADIUS
Δ	INCLUDED ANGLE
CB	CHORD BEARING
R/W	RIGHT OF WAY
D-W D-W	INDICATES OVERHEAD UTILITY WIRES

TOWER DATA

NAD 83
LATITUDE: 29° 41' 18.5" NORTH
LONGITUDE: 82° 30' 06.6" WEST
GROUND ELEVATION: 98' NGVD 1929

MAXIMUM TOWER ELEVATION: 288'
MAXIMUM TOWER HEIGHT: 190' AGL

FLOOD ZONE NOTE
THE HEREIN DESCRIBED LEASE PARCEL DOES NOT LIE IN A SPECIAL FLOOD HAZARD ZONE, SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT ACT MAP, COMMUNITY PANEL NUMBER 12001C0376D.

REVISED 6-10-18 MOVED LEASE PARCEL AND REVISED LEASE PARCEL LEGAL DESCRIPTION

DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
6250 N.W. 23rd STREET, SUITE 24
GAINESVILLE, FL 32653
Tel: (352) 378-1311 Fax: (352) 376-4679
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION NO. LB 6792

BOUNDARY SURVEY
LEASE PARCEL
IN FRACTIONAL SECTION 22, TOWNSHIP 9 SOUTH, RANGE 22 EAST, ALACHUA COUNTY, FLORIDA

COUNTY ROAD 241
14006 NW 39th AVENUE, NEWBERRY, FL 32669-3014

FOR: TOWERCOM III, LLC

JAMES A. DYNAN
PROFESSIONAL SURVEYOR & MAPPER P.S.M. LICENSE NO. 6423

DATE	MAY 17, 2018
SCALE	1"=40'
JOB/PAGE	138/32
DRAWN	NSH
CHECKED	JAD
PROJECT #	124-118-00
DRAWING #	124-118-BNDRY
SHEET #	1 OF 1

CONSULTING ENGINEERS
ARTHUR K. PETERS

RADIO
TELEVISION
CATV
COMMON CARRIER

5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

MEMBER AFCCE
IEEE LIFE MEMBER

(352) 331-0149
akpce@cox.net
www.akpce.com

January 11, 2011

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, Fl 32601

RE: ZOS-02-11
Towercom/Sprint
Mikell Property
14806 NW 36th Avenue
Newberry, FL 32669-2014
199 ft. Monopole Tower

Dear Missy:

I have analyzed this Sprint/Nextel Application with respect to County zoning regulations. Sufficient data was included in the Application to permit a technical analysis.

My analysis considered compliance with PWSF technical requirements of Chapter 404, Article 12 of the ULDC. Additionally, studies of FAA, FCC and Maximum Permissible Radiation Exposure standards (IEEE C95.1-2005) were performed. A study of potential towers revealed that there are no alternate towers. These studies are available upon request.

Results of a study of the height necessary to provide the required service are shown in the table.

Distance mi >	0.5	1.0	1.5	2.0	2.5	3.0	
Antenna Hgt ft	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Avg Loss Rel 200 ft
75	133.8	144.6	150.9	155.4	158.9	161.8	6.9
100	132.1	142.7	148.9	153.3	156.7	159.5	4.9
125	130.8	141.2	147.3	151.6	155.0	157.7	3.3
150	129.8	140.0	146.0	150.3	153.6	156.3	2.1
175	128.9	139.0	144.9	149.1	152.4	155.0	0.9
200	128.1	138.1	144.0	148.1	151.4	154.0	0.0

The proposed tower is adjacent to two other Sprint sites located at 2.4 and 3.3 miles. The coverage area required from this application's site is roughly one-half those distances, or 1.2 and 1.6 miles. Calculations were performed out to 3 miles. The table illustrates the 1900 MHz losses that will occur at several distances and antenna heights as computed using a standard Cost-Hata method. The last column of the table indicates the average loss over the entire (0.5 - 3.0 mi) distance at each indicated antenna height, relative to the requested antenna height (~200 ft).

It is evident that an antenna height of 125 ft. above the ground, if greater than local tree heights, will provide adequate coverage in the area between the adjacent cells. Further, the 3.3 dB average loss at 125 ft. indicates an imperceptible loss in any other direction compared with coverage from a 200 ft antenna height.

My technically based recommendation is for granting this request based on the the information studied. In my opinion an antenna 125 ft. above ground will provide equivalent service as indicated by a Cost-Hata study. These conclusions are valid irrespective of antenna type if the radiated power is as stated in the application.

Non-technical factors were not investigated.

If you have any questions please feel free to contact me.

Sincerely,

Arthur K. Peters, P.E.
Via email

CONSULTING ENGINEERS
ARTHUR K. PETERS

RADIO
TELEVISION
CATV
COMMON CARRIER

5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

MEMBER AFCCE
IEEE LIFE MEMBER

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January 31, 2011

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, Fl 32601

RE: ZOS-02-11
Towercom/Sprint
Mikell Property
14806 NW 36th Avenue
Newberry, FL 32669-2014
199 ft. Monopole Tower

Dear Missy:

This is a response to the supplemental engineering showing provided by the Applicant. Their data consisted of several maps showing predicted coverage of the subject cell at several antenna heights including 125, 145 and 180 feet.

I have prepared the attached exhibit which uses the Applicant's predicted coverage at 180 ft. On the map are splotches of pink areas that show the differences with the Applicant's coverage map at 125 ft. The pink areas are where the Applicant predicts signal levels will be less than -95 (dBm, I presume). I have also added a pattern that is representative of the Applicant's proposed antenna (field) patterns. This is the line that resembles a three-leaf clover centered on the proposed site.

The pink areas to the northwest and northeast occur where the power from the antennas is lowest. Note that there are white areas among the pink indicating signals below the desired level occurring also at 180 ft. The pink areas southwest are mixed with white areas and are at the effective edge of the proposed cell.

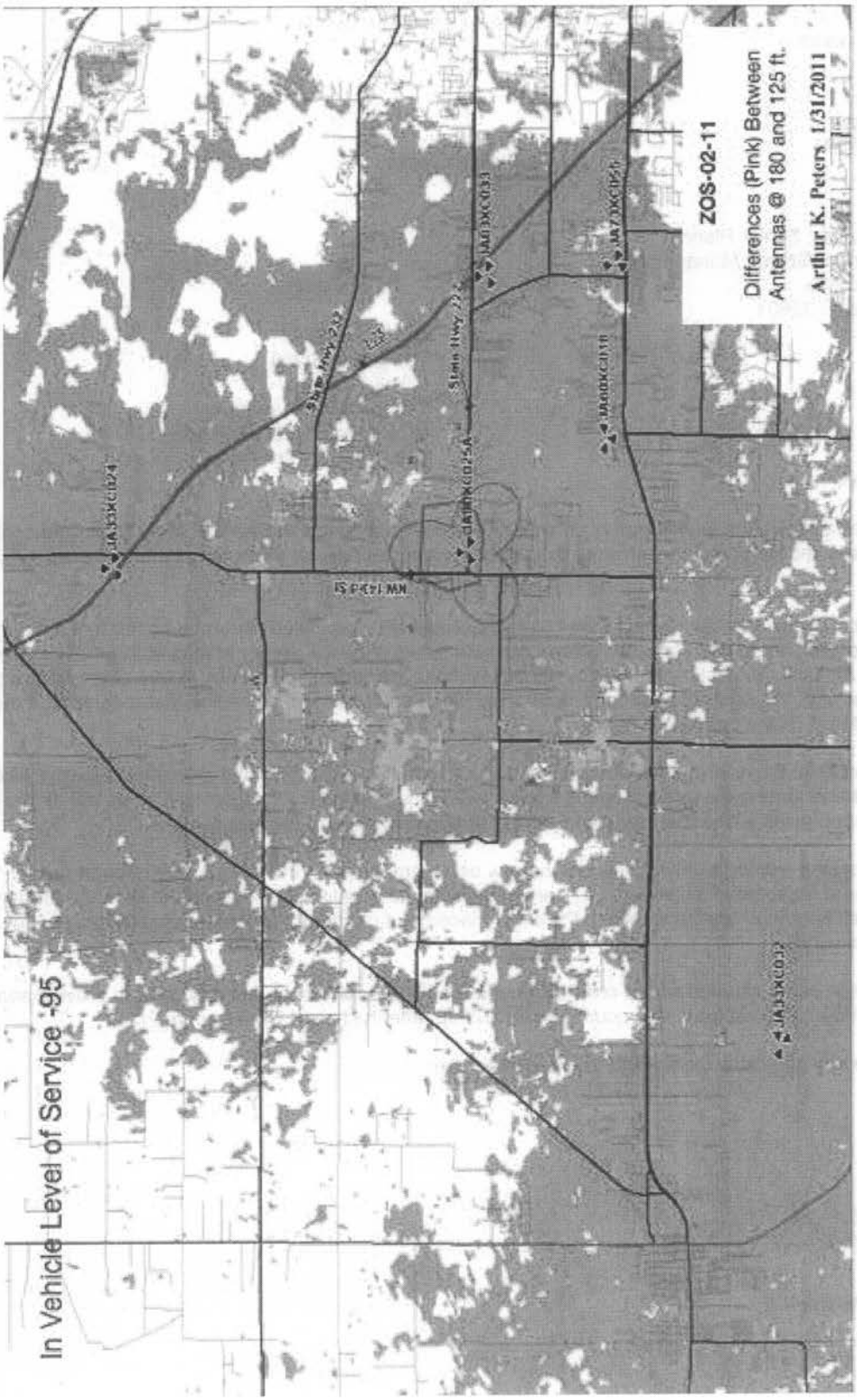
Cellular systems employ highly directional, narrow beam antennas in order to achieve enough gain at 1900 MHz to be effective at reasonable distances. Cells are established and radiation is adjusted to fill-in the areas where adjacent cell antennas are the weakest. Properly spaced and oriented, the system of cells can provide essentially complete coverage.

The proposed cell is situated where cells will be required to the northwest and northeast to provide seamless coverage. When this happens the recommended 125 ft. antenna height will be appropriate.

If you have any questions please feel free to contact me.

Sincerely,

Arthur K. Peters, P.E.
Via email


ZOS-02-11
Differences (Pink) Between
Antennas @ 180 and 125 ft.
Arthur K. Peters 1/31/2011
In Vehicle Level of Service -95

Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, FL 32207

phone 904.346.5468
fax 800.705.1968

November 16, 2010

Mr. Gerald A. Muldowney, PE, PSM
Dynan Group, Inc.
P.O. Box 1100
Boone, North Carolina 28607

RE: Environmental Resource Assessment Report
Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida
Parent Tract Property Number: 04178-003-000

Dear Mr. Muldowney:

Mechling Engineering & Consulting, Inc. is pleased to provide this Environmental Resource Assessment Report for the proposed CR 241 Tower Site. The assessment was prepared in accordance with Alachua County's Comprehensive Plan 2002, as amended through the Conservation Open Space Element Policy 3.4.1. This assessment included review of publicly available environmental information, a November 8, 2010 site visit, evaluation of relevant information, and completion of Alachua County's Environmental Resource Assessment Checklist.

This report includes the following attachments:

A – Alachua County Environmental Resource Assessment Checklist

B - Significant Findings

C – Figures

D – EDR NEPA Check Report

PROJECT SUMMARY

Based upon a site visit and review of relevant information, in our opinion no environmental or natural resource issues are present at the proposed tower site that would require coordination or compliance beyond the requirements of the land use code and development approval process of local government.

We appreciate the opportunity to provide these services. Please contact me at 904-346-5468 or mmechling@mechlingeng.com with any questions.

Sincerely,

Mechling Engineering & Consulting, Inc.

Mark Mechling, P.E., LEED AP

Digitally signed by Mark Mechling, P.E., LEED AP
DN: cn=Mark Mechling, P.E., LEED AP, o=UF, ou=Mechling Engineering and Consulting, Inc., email=mmechling@mechlingeng.com
Reason: I agree to the terms defined by the placement of my signature on this document
Location: Jacksonville, FL
Date: 2010.11.16 16:13:56 -05'00'

Mark Mechling, P.E., LEED AP
Principal
Licensed, Florida No. 41998
Engineering Business CA 27999

ATTACHMENT A

Alachua County Environmental Resource Assessment Checklist

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit to:
Development Services Division

ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:
Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

Yes	☐	N/A	☑	Surface Waters (ponds, lakes, streams, springs, etc.)
Yes	☐	N/A	☑	Wetlands
Yes	☐	N/A	☑	Surface Water or Wetland Buffers
Yes	☐	N/A	☑	Floodplains (100-year)
Yes	☐	N/A	☑	Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc)
Yes	☐	N/A	☑	Strategic Ecosystems (within or adjacent to mapped areas)
Yes	☐	N/A	☑	Significant Habitat (biologically diverse natural areas)
Yes	☐	N/A	☑	Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC)
Yes	☐	N/A	☑	Recreation/Conservation/Preservation Lands
Yes	☐	N/A	☑	Significant Geological Features (caves, springs, sinkholes, etc.)
Yes	☐	N/A	☑	High Aquifer Recharge Areas
Yes	☐	N/A	☑	Wellfield Protection Areas
Yes	☐	N/A	☑	Wells
Yes	☐	N/A	☑	Soils
Yes	☐	N/A	☑	Mineral Resource Areas
Yes	☐	N/A	☑	Topography/Steep Slopes
Yes	☐	N/A	☑	Historical and Paleontological Resources
Yes	☐	N/A	☑	Hazardous Materials Storage Facilities
Yes	☐	N/A	☑	Contamination (soil, surface water, ground water)

SIGNED: Mark Mechling, P.E., LEED AP **PROJECT #** CR 241 **DATE:** 11/16/10

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx or contact ACEPD at (352) 264-6800. (version 5/20/05)

ATTACHMENT B

Significant Findings

SURFACE WATERS
Source – Site Inspection
No surface water bodies were observed within the proposed tower compound or adjacent to the proposed ingress/egress and utility easements during the November 8, 2010, site inspection.

WETLANDS & BUFFERS
Source – Site Inspection; NWI; FIRM; ACGM_Wetlands08
No wetland or buffer areas were observed within or adjacent to the proposed lease parcel or utility and ingress/egress easements during the November 8, 2010, site inspection. The National Wetlands Inventory identified no wetlands within 1.0 miles of the center of the tower (see page 12 of Attachment D). Although a wetland assessment was not performed as part of this investigation, normal buffer requirements of local and state regulations could apply to development activities, if wetlands are determined to be present.

FLOODPLAIN
Source – FIRM (6/16/2006)
The parent tract does not appear to lie within the 100-year or the 500-year flood zone. According to the Flood Insurance Rate Map (Panel 12001C270D) the proposed lease site lies within Zone X, which is defined by the Federal Emergency Management Agency (FEMA) as 'areas determined to be outside the 0.2% annual chance floodplain'. The proposed lease site and parent tract have a moderate to low risk of flooding (see page 10 of Attachment D).

SPECIAL AREA STUDY RESOURCE PROTECTION AREAS
Source – Alachua County Future Land Use Map 2030 (7/19/2010)
The proposed lease site is not located within a Special Areas Study Resource Protection Area.

STRATEGIC ECOSYSTEMS
Source – Alachua County Strategic Ecosystems (2/11/2008)
The proposed lease site is not located within or adjacent to a Strategic Ecosystem.

SIGNIFICANT HABITAT
Source – FWC Hotspots for Biodiversity; FWC Strategic Habitat Conservation Areas
No part of the parent tract or proposed lease site lies within a significant ecological area as defined by the Florida Fish and Wildlife Conservation Commission.

LISTED SPECIES AND LISTED SPECIES HABITATS
Source – Site Inspection; FNAI listings for Alachua County; FWC Bald Eagle Nesting Territories; FWC Wading Bird Rookery
No plant or animal species listed by State and Federal regulations as Endangered, Threatened, or Commercially Exploited were identified during the site inspection.

RECREATION/CONSERVATION/PRESERVATION LANDS
Source – Alachua County Future Land Use Map 2030 (7/19/2010)
No part of the proposed lease site or the parent tract is located within lands designated as Recreation/Conservation/Preservation on the 2030 Land Use Map.

SIGNFICANT GEOLOGIC RESOURSES
Source – Site Inspection; Alachua County Future Land Use Map 2030; ACGM_sinkhole
No significant geologic resources were found on the property.

AQUIFER RECHARGE AREA
Source – ACGM_ recharge map, ACGM_stream to sink map, USGS Topographic Quadrangle Map
The proposed lease site is located where the Floridan aquifer is identified as unconfined and/or thinly confined, and is located within a high vulnerability recharge area. No surface expressions of, or direct connections to, the Floridan aquifer were found on or adjacent to the property. The site is located approximately four miles west of Hogtown Creek. None of the property is located within a stream-to-sink drainage basin.

WELLFIELD PROTECTION AREA
Source – ACEPD, ACGM_wellfield
Neither the parent tract nor the proposed lease site is located within a wellfield protection zone.

WELLS
Source – Site inspection; FGDL_wsrp_private_wells
No public supply wells are located on the parent tract or the proposed lease site. Rural residences surrounding the parent tract likely have private water wells.

SOILS
Source – Alachua County Soils Map
One soil type occurs within the proposed lease site (see Figure 2). Kendrick Sand, 2 to 5 percent slopes, is a gently sloping, well drained soil in both small and large areas on the gently rolling uplands. These areas are mostly irregularly shaped or elongated and range from about 20 to 200 acres. Available water capacity is low in the surface and subsurface layers, medium in the upper 5 inches of the subsoil, and medium to high below this depth. Permeability is rapid in the surface and subsurface layers. Permeability is moderate to moderately rapid in the upper 5 inches or the subsoil, moderately slow to moderate in the next 42 inches, and slow in the lower 17 inches. Natural fertility is low in the sandy surface layer and medium in the loamy subsoil. Organic matter content is low to moderately low in the surface layer. The water table is more than 72 inches below the surface. Surface runoff is moderately slow.

MINERAL RESOURCE AREAS
Source – Alachua County Future Land Use Map 2030 (7/19/2010)
Neither the parent tract nor the proposed lease site is located within a mineral resource area as identified in the Alachua County Future Land Use Map.

TOPOGRAPHY/STEEP SLOPE
Source – Site Inspection; USGS Topographic Quadrangle Map
Topography of the proposed lease site is flat and elevation is approximately 95 feet above Mean Sea Level.

HISTORICAL AND PALENTOLOGICAL RESOURCES
Source – Site inspection; ACGM_HistMark; ACGM_HistoricStructures
No cultural sites or other historical/archaeological resources are recorded on or immediately adjacent to the parent tract or the proposed lease site. There are no overt indications of human burials on the property and no buildings or building remains were observed during the site inspection.

HAZARDOUS MATERIALS STORAGE FACILITIES

Source – Phase I ESA (dated June 25, 2010)

According to a Phase I Environmental Site Assessment completed by Environmental Services, Inc., dated June 25, 2010, there was no listed hazardous waste storage facilities located on the parent tract or the proposed lease site.

CONTAMINATION (SOIL, SURFACE WATER, GROUNDWATER)

Source – Phase I ESA (dated June 25, 2010)

Although no soil, surface water, or groundwater sample analyses were conducted, Environmental Services, Inc. concluded that 'no suspect environmental conditions were identified as Recognized Environmental Conditions in connection with the property, and additional assessment of the *property* was not warranted.'

ATTACHMENT C

Figures

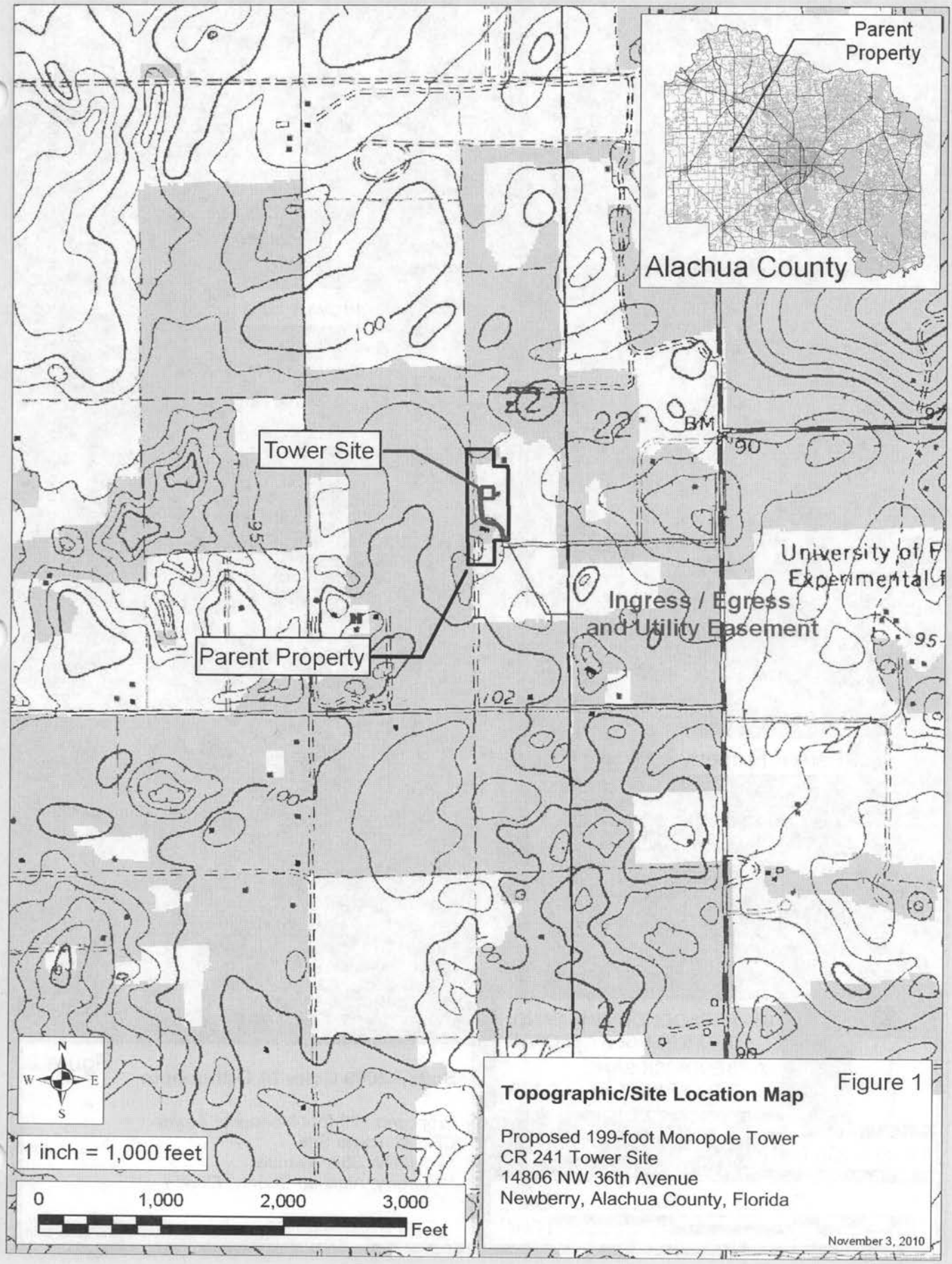
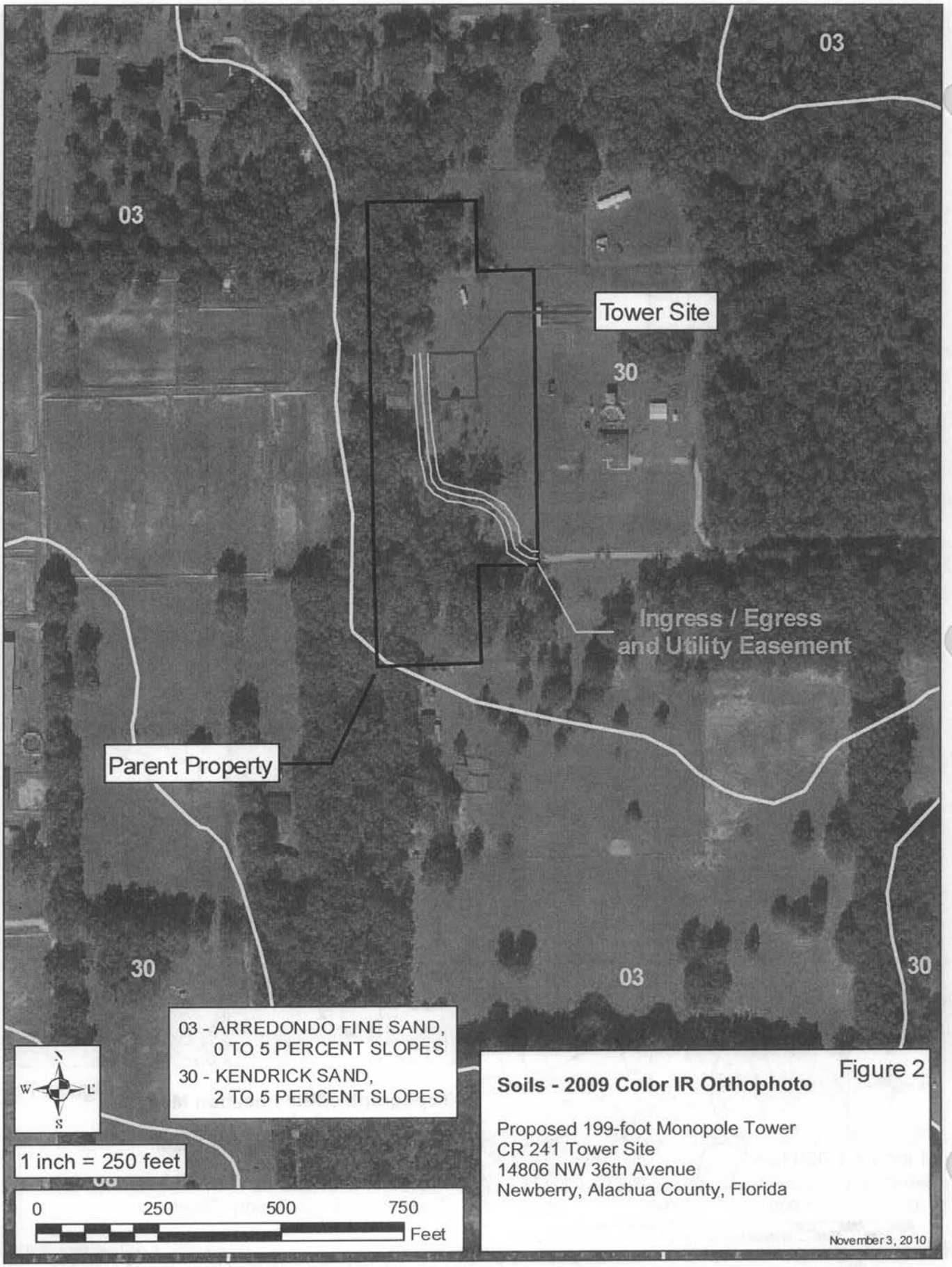


Figure 1

Topographic/Site Location Map

Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida

November 3, 2010


03
03
Tower Site
30
Ingress / Egress
and Utility Easement
Parent Property
30
03
30
03 - ARREDONDO FINE SAND,
0 TO 5 PERCENT SLOPES
30 - KENDRICK SAND,
2 TO 5 PERCENT SLOPES
W
E
S
1 inch = 250 feet
0
250
500
750
Feet
Soils - 2009 Color IR Orthophoto
Figure 2
Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida
November 3, 2010

ATTACHMENT D

EDR NEPA Check Report

CR 241 Tower Site
14806 NW 36th Ave
Newberry, FL 32669

Inquiry Number: 2912278.1s
November 03, 2010

EDR NEPACheck®

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION	PAGE
EDR NEPACheck® Description	1
Map Findings Summary	2
Natural Areas	3
Historic Sites	5
Flood Plain	9
Wetlands	11
Wetlands Classification System	13
FCC & FAA Sites	17
Key Contacts and Government Records Searched	22

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR NEPACheck® DESCRIPTION

The National Environmental Policy Act of 1969 (NEPA) requires that Federal agencies include in their decision-making processes appropriate and careful consideration of all environmental effects and actions, analyze potential environmental effects of proposed actions and their alternatives for public understanding and scrutiny, avoid or minimize adverse effects of proposed actions, and restore and enhance environmental quality as much as possible.

The EDR NEPACheck provides information which may be used, in conjunction with additional research, to determine whether a proposed site or action will have significant environmental effect.

The report provides maps and data for the following items (where available). Search results are provided in the Map Findings Summary on page 2 of this report.

Section	Regulation
Natural Areas Map	
• Federal Lands Data:	
- Officially designated wilderness areas	47 CFR 1.1307(1)
- Officially designated wildlife preserves, sanctuaries and refuges	47 CFR 1.1307(2)
- Wild and scenic rivers	40 CFR 6.302(e)
- Fish and Wildlife	40 CFR 6.302
• Threatened or Endangered Species, Fish and Wildlife, Critical Habitat Data (where available)	47 CFR 1.1307(3); 40 CFR 6.302
Historic Sites Map	
• National Register of Historic Places	47 CFR 1.1307(4); 40 CFR 6.302
• State Historic Places (where available)	
• Indian Reservations	
Flood Plain Map	
• National Flood Plain Data (where available)	47 CFR 1.1307(6); 40 CFR 6.302
Wetlands Map	
• National Wetlands Inventory Data (where available)	47 CFR 1.1307(7); 40 CFR 6.302
FCC & FAA Map	
• FCC antenna/tower sites, FAA Markings and Obstructions, Airports, Topographic gradient	47 CFR 1.1307(8)
Key Contacts and Government Records Searched	

MAP FINDINGS SUMMARY

The databases searched in this report are listed below. Database descriptions and other agency contact information is contained in the Key Contacts and Government Records Searched section on page 22 of this report.

TARGET PROPERTY ADDRESS

CR 241 TOWER SITE
14806 NW 36TH AVE
NEWBERRY, FL 32669

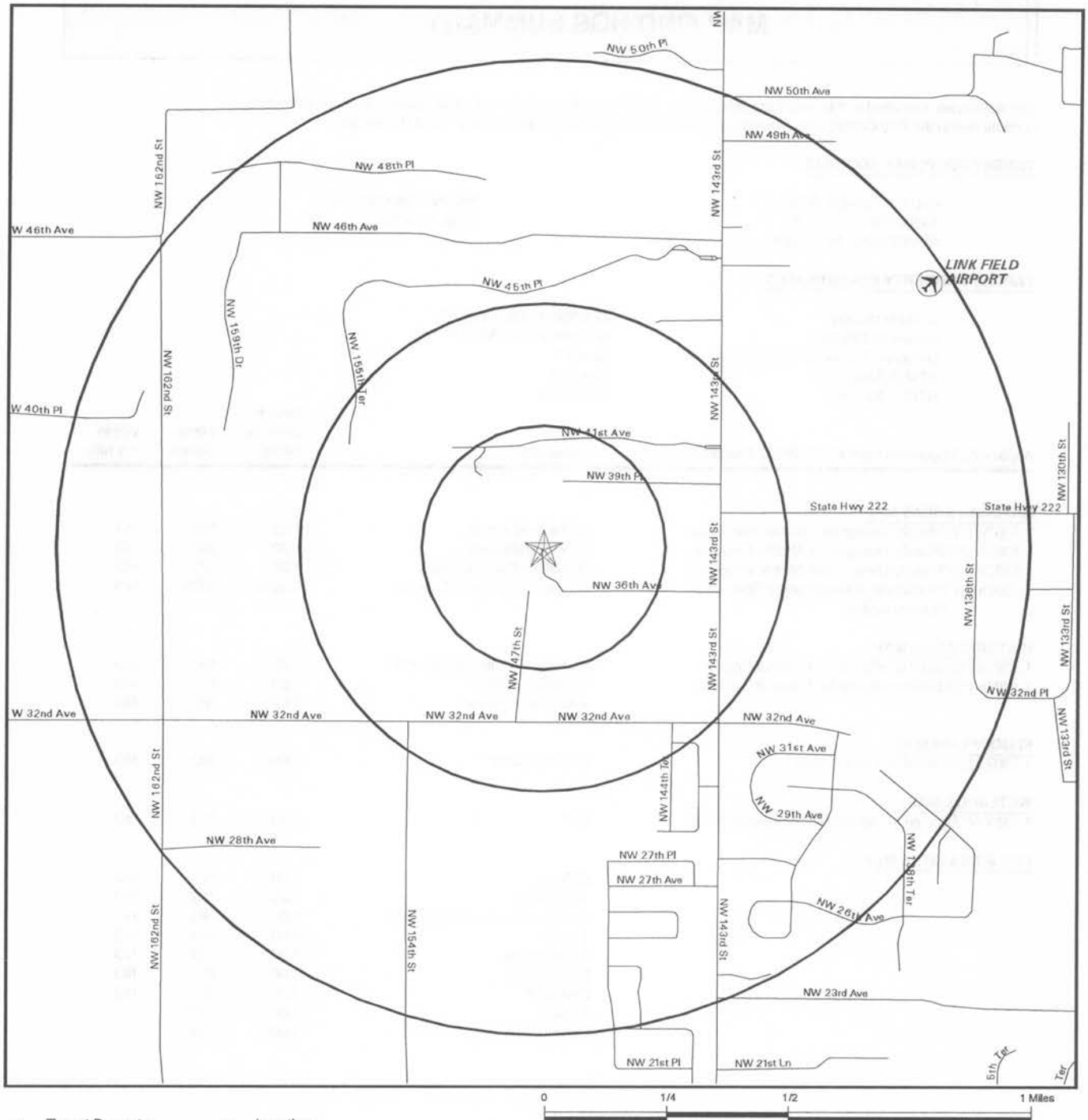
Inquiry #: 2912278.1s
Date: 11/3/10

TARGET PROPERTY COORDINATES

Latitude (North):	29.688200 - 29° 41' 17.5"
Longitude (West):	82.501999 - 82° 30' 7.2"
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	354673.4
UTM Y (Meters):	3285001.0

Applicable Regulation from 47 CFR/FCC Checklist	Database	Search Distance (Miles)	Within Search	Within 1/8 Mile
NATURAL AREAS MAP				
1.1307a (1) Officially Designated Wilderness Area	US Federal Lands	1.00	NO	NO
1.1307a (2) Officially Designated Wildlife Preserve	US Federal Lands	1.00	NO	NO
1.1307a (2) Officially Designated Wildlife Preserve	FL Habitat Conservation	1.00	NO	NO
1.1307a (3) Threatened or Endangered Species or Critical Habitat	County Endangered Species	County	YES	N/A
HISTORIC SITES MAP				
1.1307a (4) Listed or eligible for National Register	National Register of Hist. Pla	1.00	NO	NO
1.1307a (4) Listed or eligible for National Register	FL Historic Sites	1.00	NO	NO
	Indian Reservation	1.00	NO	NO
FLOODPLAIN MAP				
1.1307 (6) Located in a Flood Plain	FLOODPLAIN	1.00	NO	NO
WETLANDS MAP				
1.1307 (7) Change in surface features (wetland fill)	NWI	1.00	NO	NO
FCC & FAA SITES MAP				
	Cellular	1.00	NO	NO
	4G Cellular	1.00	NO	NO
	Antenna Structure Registration	1.00	NO	NO
	Towers	1.00	NO	NO
	AM Antenna	1.00	NO	NO
	FM Antenna	1.00	NO	NO
	FAA DOF	1.00	NO	NO
	Airports	1.00	YES	---
	Power Lines	1.00	NO	---

Natural Areas Map



- Target Property
- Roads
- County Boundary
- Waterways
- Water
- Airports
- Locations
- Federal Areas
- Federal Linear Features
- State Areas
- State Linear Features

SITE NAME: CR 241 Tower Site ADDRESS: 14806 NW 36th Ave Newberry FL 32669 LAT/LONG: 29.6882 / 82.5020	INQUIRY #: 2912278.1s DATE: November 3, 2010

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NATURAL AREAS MAP FINDINGS

Endangered Species Listed for: ALACHUA County, FL.

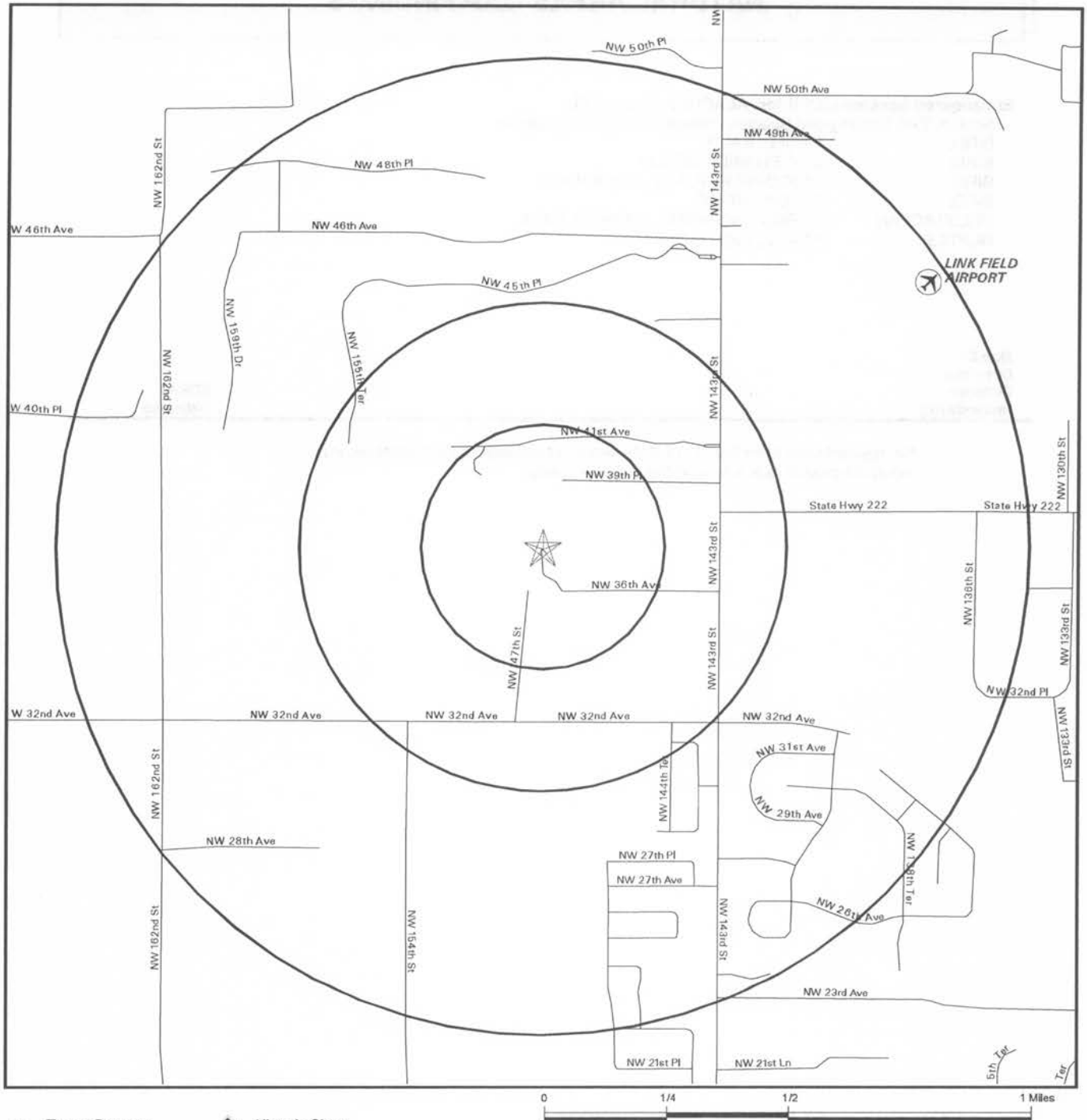
Source: EPA Endangered Species Protection Program Database

BIRD:	EAGLE, BALD
BIRD:	JAY, FLORIDA SCRUB
BIRD:	WOODPECKER, RED-COCKADED
BIRD:	STORK, WOOD
CRUSTACEAN:	SHRIMP, SQUIRREL CHIMNEY CAVE
REPTILE:	SNAKE, EASTERN INDIGO

Map ID Direction Distance Distance (ft.)	EDR ID Database

No mapped sites were found in EDR's search of available government records within the search radius around the target property.

Historic Sites Map



- ★ Target Property
- Streets
- County Boundary
- Waterways
- Water
- Airports
- Historic Sites
- Federal Historic Areas
- State Historic Areas
- US Indian Reservations
- Scenic Trail

SITE NAME: CR 241 Tower Site ADDRESS: 14806 NW 36th Ave Newberry FL 32669 LAT/LONG: 29.6882 / 82.5020	INQUIRY #: 2912278.1s DATE: November 3, 2010

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HISTORIC SITES MAP FINDINGS

Map ID
Direction
Distance
Distance (ft.)

EDR ID
Database

No mapped sites were found in EDR's search of available government records within the search radius around the target property.

UNMAPPABLE HISTORIC SITES

Due to poor or inadequate address information, the following sites were not mapped:

Status
EDR ID
Database

Unmappable
01000303
National Register of Hist. Places

Refnum:	01000303
Resname:	Lake Pithlachocco Canoe Site
Address:	Address Restricted
Resource Type:	Site
Number buildings:	Not Reported
Number sites:	000001
Number structs:	Not Reported
Number objects:	Not Reported
Non-contrib bldg:	Not Reported
Non-contrib sites:	Not Reported
Non-contrib structs:	Not Reported
Non-contrib objects:	Not Reported
Primary Certification:	Listed in the national register
Certification date:	20010327
Acreage:	6820
Alternate name:	Not Reported
County:	Alachua
City:	Gainesville
Applicable Criteria:	Information Potential
Areas of significance:	Prehistoric
Current Function:	Recreation and culture
Current Function:	Landscape
Building Material:	Wood
Alternate name:	Newman's Lake Canoe Site
Alternate name:	8AL4792

Unmappable
03000825
National Register of Hist. Places

Refnum:	03000825
Resname:	Liberty Hill Schoolhouse
Address:	7600 NW 23rd Ave.
Resource Type:	Building
Number buildings:	000001
Number sites:	Not Reported
Number structs:	Not Reported
Number objects:	Not Reported
Non-contrib bldg:	000001
Non-contrib sites:	Not Reported
Non-contrib structs:	Not Reported
Non-contrib objects:	Not Reported
Primary Certification:	Listed in the national register
Certification date:	20030828
Acreage:	38
Alternate name:	Florida's Historic Black Public Schools MPS
County:	Alachua
City:	Gainesville
Applicable Criteria:	Event

UNMAPPABLE HISTORIC SITES

Due to poor or inadequate address information, the following sites were not mapped:

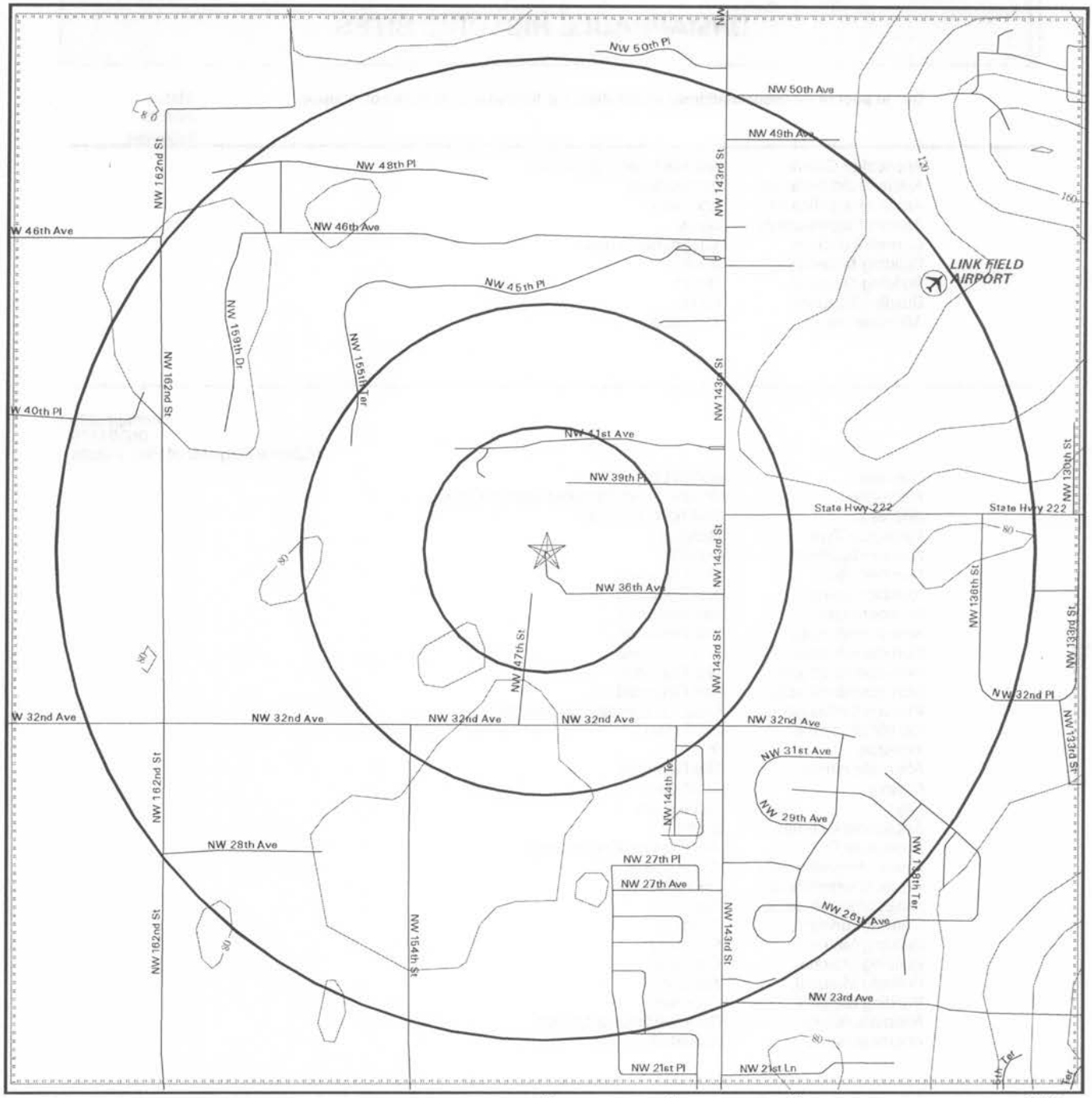
Status
EDR ID
Database

Applicable Criteria:	Architecture/Engineering
Areas of significance:	Architecture
Areas of significance:	Education
Areas of significance:	Black
Current Function:	Vacant/not in use
Building Material:	Brick
Building Material:	Wood
Building Material:	Metal
Alternate name:	AL04863

Unmappable
05001115
National Register of Hist. Places

Refnum:	05001115
Resname:	Shady Grove Primitive Baptist Church
Address:	804 S.W. Fifth St.
Resource Type:	Building
Number buildings:	000001
Number sites:	Not Reported
Number structs:	Not Reported
Number objects:	Not Reported
Non-contrib bldg:	Not Reported
Non-contrib sites:	Not Reported
Non-contrib structs:	Not Reported
Non-contrib objects:	Not Reported
Primary Certification:	Listed in the national register
Certification date:	20051005
Acreage:	9
Alternate name:	Not Reported
County:	Alachua
City:	Gainesville
Applicable Criteria:	Event
Applicable Criteria:	Architecture/Engineering
Areas of significance:	Architecture
Areas of significance:	Social history
Areas of significance:	Black
Current Function:	Religion
Building Material:	Concrete
Building Material:	Concrete
Building Material:	Asphalt
Building Material:	Concrete
Alternate name:	Primitive Baptist Church
Alternate name:	AL04893

Flood Plain Map



- Major Roads
- Contour Lines
- Waterways
- County Boundary
- Airports
- Power Lines
- Pipe Lines
- Fault Lines
- Water
- 100-year flood zone
- 500-year flood zone
- Electronic FEMA data available
- Electronic FEMA data not available

SITE NAME: CR 241 Tower Site ADDRESS: 14806 NW 36th Ave Newberry FL 32669 LAT/LONG: 29.6882 / 82.5020	INQUIRY #: 2912278.1s DATE: November 3, 2010

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FLOOD PLAIN MAP FINDINGS

Source: FEMA DFIRM Flood Data, FEMA Q3 Flood Data

County	FEMA flood data electronic coverage
ALACHUA, FL	YES
Flood Plain panel at target property:	12001C (FEMA DFIRM Flood data)
Additional Flood Plain panel(s) in search area:	None Reported

National Wetlands Inventory Map

- Major Roads
- Contour Lines
- Waterways
- County Boundary
- Airports
- Power Lines
- Pipe Lines
- Fault Lines
- Water
- National Wetland Inventory
- State Wetlands
- Electronic NWI data available
- Electronic NWI data not available

SITE NAME: CR 241 Tower Site ADDRESS: 14806 NW 36th Ave Newberry FL 32669 LAT/LONG: 29.6882 / 82.5020	INQUIRY #: 2912278.1s DATE: November 3, 2010

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WETLANDS MAP FINDINGS

Source: Fish and Wildlife Service NWI data

NWI hardcopy map at target property: Newberry
Additional NWI hardcopy map(s) in search area:
Gainesville West

Map ID Direction Distance Distance (ft.)	Code and Description*	Database

No Sites Reported.

*See Wetland Classification System for additional information.

WETLANDS CLASSIFICATION SYSTEM

National Wetland Inventory Maps are produced by the U.S. Fish and Wildlife Service, a sub-department of the U.S. Department of the Interior. In 1974, the U.S. Fish and Wildlife Service developed a criteria for wetland classification with four long range objectives:

- to describe ecological units that have certain homogeneous natural attributes,
- to arrange these units in a system that will aid decisions about resource management,
- to furnish units for inventory and mapping, and
- to provide uniformity in concepts and terminology throughout the U.S.

High altitude infrared photographs, soil maps, topographic maps and site visits are the methods used to gather data for the productions of these maps. In the infrared photos, wetlands appear as different colors and these wetlands are then classified by type. Using a hierarchical classification, the maps identify wetland and deepwater habitats according to:

- system
- subsystem
- class
- subclass
- modifiers

(as defined by Cowardin, et al. U.S. Fish and Wildlife Service FWS/OBS 79/31. 1979.)

The classification system consists of five systems:

1. marine
2. estuarine
3. riverine
4. lacustrine
5. palustrine

The marine system consists of deep water tidal habitats and adjacent tidal wetlands. The riverine system consists of all wetlands contained within a channel. The lacustrine systems includes all nontidal wetlands related to swamps, bogs & marshes. The estuarine system consists of deepwater tidal habitats and where ocean water is diluted by fresh water. The palustrine system includes nontidal wetlands dominated by trees and shrubs and where salinity is below .5% in tidal areas. All of these systems are divided in subsystems and then further divided into class.

National Wetland Inventory Maps are produced by transferring gathered data on a standard 7.5 minute U.S.G.S. topographic map. Approximately 52 square miles are covered on a National Wetland Inventory map at a scale of 1:24,000. Electronic data is compiled by digitizing these National Wetland Inventory Maps.

SYSTEM — **MARINE**

SUBSYSTEM — **1 - SUBTIDAL** — **2 - INTERTIDAL**

CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	RF-REEF	OW-OPEN WATER / Unknown Bottom
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 3 Rooted Vascular 5 Unknown Submergent	1 Coral 3 Worm	

CLASS	AB-AQUATIC BED	RF-REEF	RS-ROCKY SHORE	US-UNCONSOLIDATED SHORE
Subclass	1 Algal 3 Rooted Vascular 5 Unknown Submergent	1 Coral 3 Worm	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic

SYSTEM — **E - ESTUARINE**

SUBSYSTEM — **1 - SUBTIDAL**

CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	RF-REEF	OW-OPEN WATER / Unknown Bottom
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	2 Mollusk 3 Worm	

SUBSYSTEM — **2 - INTERTIDAL**

CLASS	AB-AQUATIC BED	RF-REEF	SB - STREAMBED	RS-ROCKY SHORE	US-UNCONSOLIDATED SHORE	EM-EMERGENT	SS-SCRUB SHRUB	FO-FORESTED
Subclass	1 Algal 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	2 Mollusk 3 Worm	1 Cobble- Gravel 2 Sand 3 Mud 4 Organic	1 Bedrock 2 Rubble	1 Cobble- Gravel 2 Sand 3 Mud 4 Organic	1 Persistent 2 Nonpersistent	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen

SYSTEM — **R - RIVERINE**

SUBSYSTEM	1 - TIDAL	2 - LOWER PERENNIAL	3 - UPPER PERENNIAL	4 - INTERMITTENT	5 - UNKNOWN PERENNIAL
CLASS	RB-ROCK BOTTOM UB-UNCONSOLIDATED BOTTOM *SB-STREAMBED AB-AQUATIC BED RS-ROCKY SHORE US-UNCONSOLIDATED SHORE **EM-EMERGENT OW-OPEN WATER/ Unknown Bottom				
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Bedrock 2 Rubble 3 Cobble-Gravel 4 Sand 5 Mud 6 Organic 7 Vegetated	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated	2 Nonpersistent

* STREAMBED is limited to TIDAL and INTERMITTENT SUBSYSTEMS, and comprises the only CLASS in the INTERMITTENT SUBSYSTEM.
**EMERGENT is limited to TIDAL and LOWER PERENNIAL SUBSYSTEMS.

SYSTEM — **L - LACUSTRINE**

SUBSYSTEM — **1 - LIMNETIC**

CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	OW-OPEN WATER/ Unknown Bottom
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	

SUBSYSTEM — **2 - LITTORAL**

CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	RS-ROCKY SHORE	US-UNCONSOLIDATED SHORE	EM-EMERGENT	OW-OPEN WATER/ Unknown Bottom
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated	2 Nonpersistent	

SUBSYSTEM — **P - PALUSTRINE**

CLASS	RB--ROCK BOTTOM	UB--UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	US--UNCONSOLIDATED SHORE	ML--MOSS-LICHEN	EM--EMERGENT	SS--SCRUB-SHRUB	FO--FORESTED	OW-OPEN WATER/ Unknown
Bottom									
Subclass	1 Bedrock 2 Rubble 3 Mud 4 Organic	1 Cobble-Gravel 2 Sand	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated	1 Moss 2 Lichen	1 Persistent 2 Nonpersistent	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6Deciduous 7 Evergreen	

MODIFIERS

In order to more adequately describe wetland and deepwater habitats one or more of the water regime, water chemistry, soil, or special modifiers may be applied at the class or lower level in the hierarchy. The farmed modifier may also be applied to the ecological system.

WATER REGIME

Non-Tidal

- A Temporarily Flooded
- B Saturated
- C Seasonally Flooded
- D Seasonally Flooded/ Well Drained
- E Seasonally Flooded/ Saturated
- F Semipermanently Flooded
- G Intermittently Exposed

Tidal

- H Permanently Flooded
- J Intermittently Flooded
- K Artificially Flooded
- W Intermittently Flooded/Temporary
- Y Saturated/Semipermanent/ Seasonal
- Z Intermittently Exposed/Permanent
- U Unknown

CoastalHalinityInlandSalinitypHModifiersfor

- K Artificially Flooded
- L Subtidal
- M Irregularly Exposed
- N Regularly Flooded
- P Irregularly Flooded
- *S Temporary-Tidal
- *R Seasonal-Tidal
- *T Semipermanent -Tidal
- V Permanent -Tidal
- U Unknown

*These water regimes are only used in tidally influenced, freshwater systems.

WATER CHEMISTRY

- 1 Hyperhaline
- 2 Euhaline
- 3 Mixohaline (Brackish)
- 4 Polyhaline
- 5 Mesohaline
- 6 Oligohaline
- 0 Fresh
- 7 Hypersaline
- 8 Eusaline
- 9 Mixosaline
- 0 Fresh

all Fresh Water

- a Acid
- t Circumneutral
- i Alkaline

SOIL

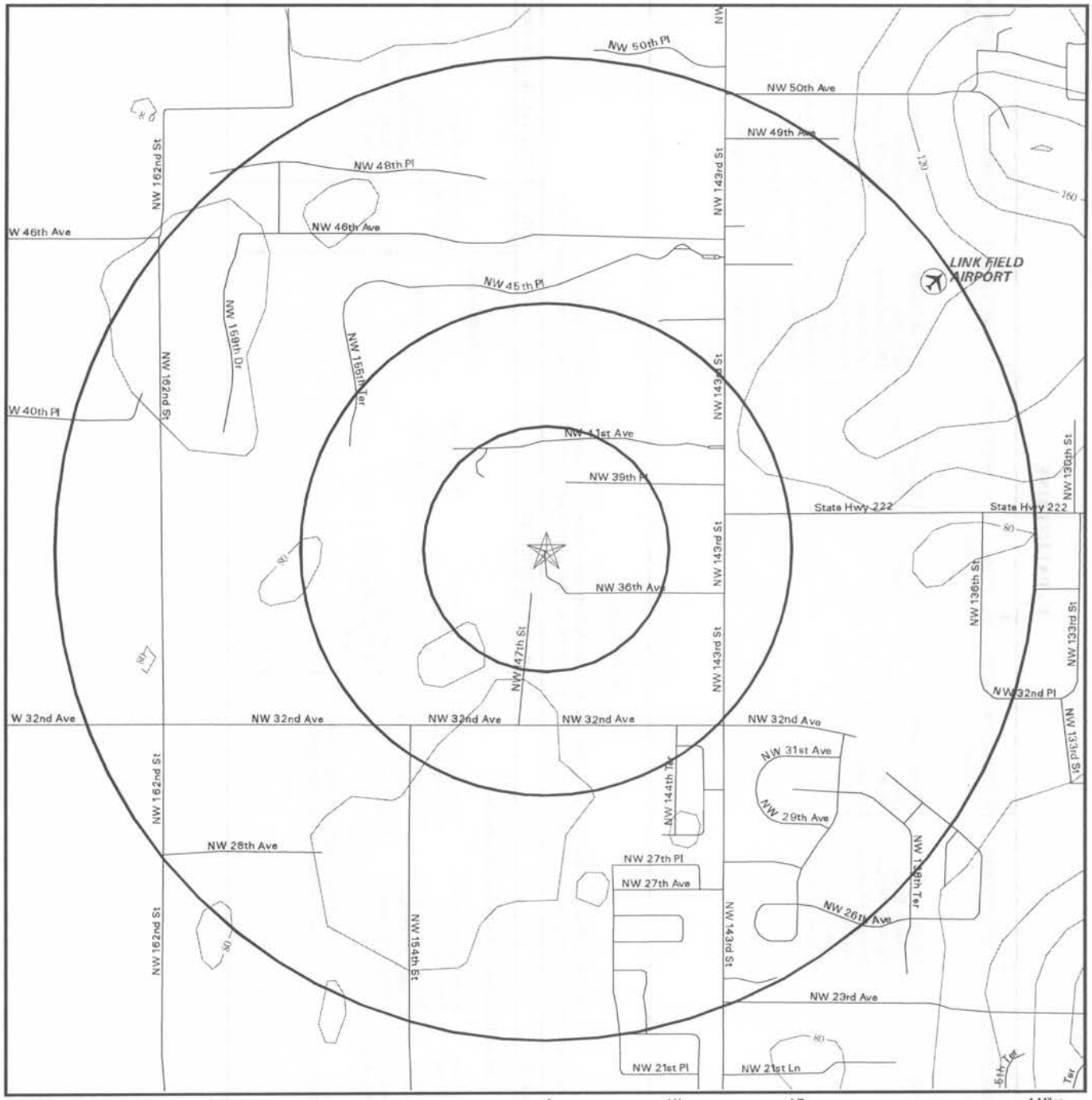
- g Organic
- n Mineral

SPECIAL MODIFIERS

- b Beaver
- d Partially Drained/Ditched
- f Farmed
- h Diked/Impounded
- r Artificial Substrate
- s Spoil
- x Excavated

Source: U.S. Department of the Interior
Fish and Wildlife Service
National Wetlands Inventory

FCC & FAA Sites Map



Streets
Contour Lines
County Boundary
Waterways
Power Lines
Water
Airports
Sites

SITE NAME: CR 241 Tower Site ADDRESS: 14806 NW 36th Ave Newberry FL 32669 LAT/LONG: 29.6882 / 82.5020	INQUIRY #: 2912278.1s DATE: November 3, 2010

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FCC & FAA SITES MAP FINDINGS
TOWERS

Map ID Direction Distance Distance (ft.)	EDR ID Database

No Sites Reported.

FCC & FAA SITES MAP FINDINGS
AIRPORTS

EDR ID
Database

AIR03109
AIRPORTS

Rec type:	APT
Site number:	03010.1*A
Airport type:	AIRPORT
State:	FLORIDA
County:	ALACHUA
City:	ALACHUA
Facility:	LINK FIELD
Owner type:	PR
Use:	PR
Owner:	RONALD SHEMA/DAVID MILLER
Owner address:	PO BOX 13833
City/State:	GAINESVILLE, FL 32604-1833
Phone:	Not Reported
Mgmt name:	RUSSELL M. FULMER SR
Mgmt address:	ROUTE 1 BOX 393
Mgmt city:	TRENTON, FL 32693
Mgmt phone:	Not Reported
Latitude:	29-41-46.000N
Longitude:	082-29-20.000W
Latlong method:	E
Elev ft:	100
Elev method:	E
Aero chart:	JACKSONVILLE
Dist from Biz:	06
Direc from Biz:	N
Date Active:	Not Reported
Date Certified:	Not Reported
Fed agreements:	Not Reported
Intl airport?:	Not Reported
Customs airport?:	Not Reported
Inspection Method:	2
Inspected by:	N
Last inspected:	Not Reported
Attendance:	UNATNDD
Lighting:	Not Reported
Atc tower?:	N
Beacon color:	Not Reported
Land fee:	N
Single engine:	002
Multi engine:	Not Reported
Jet engines:	Not Reported
Helicopters:	Not Reported
Gliders:	Not Reported
Military:	Not Reported
Ulight air:	Not Reported
Commercial:	Not Reported
Air taxi:	Not Reported
Local ops:	Not Reported
Edr id:	AIR03109
Rec type:	RWY

FCC & FAA SITES MAP FINDINGS
AIRPORTS

EDR ID
Database

Lf site nu:	03010.1*A
Runway id:	18/36
Runway length:	2290
Runway width:	70
Surface:	TURF
Lights intensity:	Not Reported
Base end id:	18
Markings:	Not Reported
Latitude:	Not Reported
Longitude:	Not Reported
Elevation:	Not Reported
Approach lights:	Not Reported
End lights:	Not Reported
Centerline lights:	Not Reported
Touchdown lights:	Not Reported
Recip end id:	36
Recip markings:	Not Reported
Recip lat:	Not Reported
Recip long:	Not Reported
Recip elev:	Not Reported
Reci app lights:	Not Reported
Recip end lights:	Not Reported
Reci center lights:	Not Reported
Recip td lights:	Not Reported

FCC & FAA SITES MAP FINDINGS
POWERLINES

EDR ID
Database

No Sites Reported.

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

Various Federal laws and executive orders address specific environmental concerns. NEPA requires the responsible offices to integrate to the greatest practical extent the applicable procedures required by these laws and executive orders. EDR provides key contacts at agencies charged with implementing these laws and executive orders to supplement the information contained in this report.

NATURAL AREAS
Officially designated wilderness areas
Government Records Searched in This Report

FED_LAND: Federal Lands
Source: USGS
Telephone: 703-648-5094
Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.
- National Parks
- Forests
- Monuments
- Wildlife Sanctuaries, Preserves, Refuges
- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

National Park Service, Southeast Region
100 Alabama Street SW, 1924 Building
Atlanta, GA 30303
404-562-3100

USDA Forest Service, Southern
1720 Peachtree Road, N.W.
Atlanta, GA 30367
404-347-2384

BLM - Eastern States Office
7450 Boston Blvd.
Springfield, VA 22153
703-440-1713

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

Officially designated wildlife preserves, sanctuaries and refuges
Government Records Searched in This Report

FED_LAND: Federal Lands
Source: USGS
Telephone: 703-648-5094
Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.
- National Parks
- Forests
- Monuments
- Wildlife Sanctuaries, Preserves, Refuges
- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

FL Habitat Conservation: Strategic Habitat Conservation Areas
Privately owned lands recommended as minimums that should be protected to meet term habitat needs of most of Floridas biodiversity
Source: Dept. of Env. Protection.
Telephone: 850-224-8207

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

State Contacts for Additional Information

Game & Fresh Water Fish Commission 850-488-2975

Wild and scenic rivers

Government Records Searched in This Report

FED_LAND: Federal Lands
Source: USGS
Telephone: 703-648-5094
Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.
- National Parks
- Forests
- Monuments
- Wildlife Sanctuaries, Preserves, Refuges
- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

Endangered Species

Government Records Searched in This Report

Endangered Species Protection Program Database
A listing of endangered species by county.
Source: Environmental Protection Agency
Telephone: 703-305-5239

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

State Contacts for Additional Information

Natural Areas Inventory 850-224-8207

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

LANDMARKS, HISTORICAL, AND ARCHEOLOGICAL SITES
Historic Places
Government Records Searched in This Report

National Register of Historic Places:
The National Register of Historic Places is the official federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture. These contribute to an understanding of the historical and cultural foundations of the nation.
The National Register includes:
- All prehistoric and historic units of the National Park System;
- National Historic Landmarks, which are properties recognized by the Secretary of the Interior as possessing national significance; and
- Properties significant in American, state, or local prehistory and history that have been nominated by State Historic Preservation Officers, federal agencies, and others, and have been approved for listing by the National Park Service.

Date of Government Version: 03/23/2006

FL Historic Sites: Historical Markers of Florida
Source: Office of Cultural and Historical Programs.
Telephone: (850) 245-6300

Federal Contacts for Additional Information

Park Service; Advisory Council on Historic Preservation
1849 C Street NW
Washington, DC 20240
Phone: (202) 208-6843

State Contacts for Additional Information

Div. Of Historical Resources, Dept. of State 850-487-2333

Indian Religious Sites
Government Records Searched in This Report

Indian Reservations:
This map layer portrays Indian administrated lands of the United States that have any area equal to or greater than 640 acres.
Source: USGS
Phone: 888-275-8747
Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

Department of the Interior- Bureau of Indian Affairs
Office of Public Affairs
1849 C Street, NW
Washington, DC 20240-0001
Office: 202-208-3711
Fax: 202-501-1516

National Association of Tribal Historic Preservation Officers
1411 K Street NW, Suite 700
Washington, DC 20005
Phone: 202-628-8476
Fax: 202-628-2241

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

State Contacts for Additional Information
A listing of local Tribal Leaders and Bureau of Indian Affairs Representatives can be found at:
http://www.doi.gov/bia/areas/agency.html

Eastern Area Office, Bureau of Indian Affairs
3701 N. Fairfax Drive Mail Stop 260-VASQ
Arlington, VA 22203
703-235-2571

Scenic Trails

State Contacts for Additional Information
Florida Trail Association
5415 SW 13th Street P.O. Box 13708
Gainesville, Florida 32604-1708
352-378-8823

FLOOD PLAIN, WETLANDS AND COASTAL ZONE

Flood Plain Management
Government Records Searched in This Report
Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

Federal Contacts for Additional Information
Federal Emergency Management Agency 877-3362-627

State Contacts for Additional Information
Division of Emergency Management 850-413-9969

Wetlands Protection
Government Records Searched in This Report
NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2004 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

Federal Contacts for Additional Information
Fish & Wildlife Service 813-570-5412

State Contacts for Additional Information
Game & Fresh Water Fish Commission 850-488-2975

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

Coastal Zone Management

Government Records Searched in This Report

CAMA Management Areas
Dept. of Env., Health & Natural Resources
919-733-2293

Federal Contacts for Additional Information

Office of Ocean and Coastal Resource Management
N/ORM, SSMC4
1305 East-West Highway
Silver Spring, Maryland 20910
301-713-3102

State Contacts for Additional Information

Coastal Management Program, Dept. of Community Affairs 904-922-5438

FCC & FAA SITES MAP

For NEPA actions that come under the authority of the FCC, the FCC requires evaluation of Antenna towers and/or supporting structures that are to be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law.

Government Records Searched in This Report

Cellular

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

4G Cellular

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

Antenna Structure Registration

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

Towers

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

AM Antenna

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

FM Antenna
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

FAA Digital Obstacle File
Federal Aviation Administration (FAA)
1305 East-West Highway, Station 5631
Silver Sprinng, MD 20910-3281
Telephone: 301-713-2817
Describes known obstacles of interest to aviation users in the US. Used by the Federal Aviation Administration (FAA) and the National Oceanic and Atmospheric Administration to manage the National Airspace System.

Airport Landing Facilities
Federal Aviation Administration
Telephone (800) 457-6656
Private and public use landing facilities.

Electric Power Transmission Line Data
Rextag Strategies Corp.
14405 Walters Road, Suite 510
Houston, TX 77014
281-769-2247
U.S. Electric Transmission and Power Plants systems Digital GIS Data.

Excessive Radio Frequency Emission
For NEPA actions that come under the authority of the FCC, Commission actions granting construction permits, licenses to transmit or renewals thereof, equipment authorizations or modifications in existing facilities, require the determination of whether the particular facility, operation or transmitter would cause human exposure to levels of radio frequency in excess of certain limits.

Federal Contacts for Additional Information
Office of Engineering and Technology
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
Phone: 202-418-2470

OTHER CONTACT SOURCES

NEPA Single Point of Contact
State Contacts for Additional Information
Florida State Clearinghouse
Department of community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
850-922-5438

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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TowerCom III. LLC

CR 241 Personal Wireless Services Facility

Comprehensive Plan And ULDC Consistency Statement

The proposed facility should be found consistent with the Alachua County Comprehensive Plan as a whole and specifically with the policies outlined below.

The proposed facility is considered an institutional use per the Alachua County Comprehensive Plan. **Policy 5.1.1** of the Future Land Use Element states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps.* ***Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.***

The proposal is consistent with Policy 5.1.1, which allows institutional uses in all land use categories.

Policy 5.1.2.c states that *Public Utility,* ***Communications*** *or Infrastructure Services (e.g. utility transmission and distribution facilities, landfills)* are considered institutional uses in Alachua County.

The proposed use is a communications towers and is thus consistent with this policy.

Policy 5.2.1 of the Future Land Use Element establishes criteria for the location of institutional uses. These include:

a. Optimum service area;

The proposed location has been selected because of a need in this section of the County for a communications tower to enable the Carrier Applicant, Sprint, to provide wireless telecommunications service to the County's residents and to aide various emergency service providers, in accordance with the Telecommunications Act of 1996. Sprint RF propagation data has been provided demonstrating the need for the proposed facility.

b. Optimum operating size;

The applicant is requesting a tower height that would accommodate the needs of Applicant Carrier, Sprint, and provide for the co-location of additional Carriers in an

attempt to minimize the need for additional communications tower in this section of the County.

c. Access to clientele.

The clientele using this tower will be Sprint and other wireless services providers servicing this area of the County. A communications tower in this location will increase wireless service coverage and help to eliminate dead spots for both in-vehicle coverage and in-building coverage in this growing northwest part of Alachua County and within the Jonesville area.

d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.

The proposed communications tower has been designed as a monopole tower with a height below the height required for FAA Navigational Hazard lighting. This design will in effect minimize both daytime and night time visual impacts. The planned facility will accommodate the co-location of additional Carriers which will minimize the potential impacts posed by the need for additional PWSF's. The proposed facility will not generate any noise greater than that of standard household air conditioning units and emergency power generators. PWSF's generate a minimal amount of traffic and no odors.

e. Nature of service provision.

The nature of the service provided by a PWSF is a service which is used by the immediate surrounding area and passersby.

f. Needs of the clientele.

The RF Propagation Maps submitted as a part of the SUP application indicate the needs of the surrounding clientele which will be satisfied by the proposed facility.

g. Availability and adequacy of public infrastructure to serve the particular use.

There is currently in place the infrastructure necessary to support the proposed PWSF. These needs are restricted solely to power and telephone services.

h. Preservation and strengthening of community and neighborhood character through design.

The neighborhood character is preserved through the design of the tower type and height. The proposed PWSF minimizes potential visual impacts by utilizing existing treed vegetative buffers and not tripping the need for navigational hazard lighting. The

proposed facility strengthens the community by providing a personal service that is highly sought in growing communities.

i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

Photo simulations have been provided to determine the visual impact of the proposed 199 foot monopole communications tower. The proposed tower will be used by Sprint to provide wireless telecommunications service to the residents of Alachua County in accordance with Sprint's contract with the Federal Government.

The proposed tower being a monopole tower means the tower will have a potentially smaller footprint on the ground over all a slimmer silhouette, which will reduce the visual impact. As the proposed height does not exceed 200 feet in height, lighting will not be required by the FAA.

The photo simulations taken from seven different points in the neighborhoods surrounding the proposed PWSF indicate that the tower site is well buffered by existing tree lines along the West, North, and East sides. The greatest visibility is View G, approximately 1,965 feet from the tower. The tree canopy blocks views of the tower from all other points except View D, which is approximately 3,618 feet from the tower. In this view, the trees partially hide the tower but it is still slightly visible.

In accordance with i above, the proposed PWSF is not in a flood plane. The construction of the PWSF, including utility routes and access routes will not impact any existing wetland areas. This is consistent with the Conservation and Open Space Element of the Comprehensive Plan. The proposed monopole tower structure at a height below 200 feet poses a minimum chance of bird kills as birds fly or migrate through the area. We believe this type of facility at the proposed location best meets the requirements of the Comprehensive Plan.

Policy 5.2.2 states that *institutional uses shall be designed and located for integration into the surrounding community. Land use decisions concerning the location of institutional uses shall take into consideration environmental justice.*

The proposed 199 foot monopole tower as stated represents the minimal potential for environmental consequences, specifically potential bird kill. When weighing the two factors, the potential for bird kill and visual impact on and integration into the community, we believe the proposed structure provides a minimal overall environmental and visual impact and is therefore is consistent with the Comprehensive Plan.

Section 7.1.2 of the Alachua County Comprehensive Plan states that '*Proposed changes in the zoning map shall be considered in light of the Comprehensive Plan and its various elements, and shall also be considered in light of:*

a. *consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan;*
b. *the availability and capacity of public facilities required to serve the development;*
c. *the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice.*

As discussed above, the proposed tower is consistent with the relevant Comprehensive Plan policies and it is consistent with the Plan as a whole. The proposed communications tower will have minimal impact on the public facilities necessary to serve this area. The future land use designation and zoning of the surrounding properties are the same as the subject property. Surrounding land uses include single-family residences and small agricultural pursuits. Roughly 16 trips per month will be required for maintenance of the tower; therefore traffic will not be an issue for the residents. The proposed special exception is thus consistent with Policy 7.1.2 of the Future Land Use Element of the Comprehensive Plan and the Plan as a whole.

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a reasonable timeframe. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed development is considered to have a de minimus traffic impact (fewer than 10 average annual daily trips) and therefore is exempt from requiring a transportation concurrency determination.

Mass Transit

Policy 1.2.4 (F) states that a paratransit system shall be maintained in unincorporated Alachua County in order to provide 24-hour ambulatory and wheelchair service on a demand-responsive basis. MV/Paratransit is providing paratransit service to the site. The Regional Transit System does not provide regular service to this location.

Water and Sewer

Central water and sewer are not available at this site. The area utilizes well and septic.

Drainage
Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/critical duration storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Solid Waste
Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

ULDC Consistency

The proposed request is consistent with the applicable requirements of the Unified Land Development Code as outlined below.

Section 402.124 of the Land Development Code lists criteria for approval of a special use permit. Any proposed use for such a special use permit shall be reviewed to ensure that it is consistent with the Comprehensive Plan and ULDC, that it is compatible with the existing land use pattern and future land uses, that it will not adversely affect the health, safety, and welfare of the public.

The proposed communications tower is consistent with the Comprehensive Plan as described in detail above. The Unified Land Development Code Section 404.50 lists requirements for Broadcasting or Communications towers. Those requirements are that in the event of a collapse, the tower should be wholly contained within the confines of the property; all parts of the tower, including supports, anchors or guy wires should be setback at least five feet from the property line; all towers shall comply with the Airport Impact Overlay District; and towers exceeding 200 feet in height shall perform a visual impact analysis. This application meets all of these requirements. The visual impact analysis, in the form of photosimulations has been performed and is attached to this special use permit application.

The Carrier, Sprint, has submitted RF data supporting their need for this site in order to provide adequate wireless telecommunications service to the residents of Alachua County in accordance with their contract with the federal government. The Telecommunications Act of 1996 has established the fact that wireless telecommunications service is critical to the public health, safety and welfare of the citizens of the United States of America.

DYNAN GROUP
INC.
P.O. Box 1100, Boone, North Carolina 28607
(828) 297-3333 FAX: (828) 297-9696
Civil Engineers and Land Surveyors

WORKSHOP MINUTES

DATE: November 18, 2010

TIME: 6:00 PM to 7:00 PM

LOCATION: Best Western Gateway Grand
San Felasco Meeting Room
4200 NW 97th Blvd.
Gainesville, Florida 32606

PURPOSE: Alachua County, Neighborhood Workshop

SUBJECT: Application for a SUP in association with a PWSF.

Prior to the call to order, attendees were asked to Sign-In on the sheets provided (see attached). Project information was presented on tables at the front of the room. Included was the Master Development Plan; compound improvement plan; Tower Elevation plan and photo simulations.

Jerry Muldowney, P.E., the project's design engineer, called the Workshop to Order at approximately 6:05 PM. Three members of the general public were present. Two of those present were adjoining property owners.

Mr. Muldowney opened the Workshop with a short presentation which first addressed the purpose of the Workshop and the County's desire to make sure the local residents were properly informed as to what was being proposed and the anticipated public hearing dates.

Mr. Muldowney then provided information in connection with the site acquisition process which detailed how the property in question came to be selected by the applicant. The presentation then provided the participants with information regarding: the type of tower being proposed; the proposed tower height and the FAA navigational hazard lighting requirements; the co-location opportunities provided by the proposed PWSF; the photo simulation methodology was discussed together with the individual view points.

The floor was then opened to general discussion:

Ms. Myers voiced a concern about the ability to see the tower facility outside the window of her house. She also voiced a concern that her property value might be negatively impacted by the proposed development. Ms. Myers indicated that she would like to see information concerning the last three towers built in Alachua County and their affect on surrounding property values.

Mr. Muldowney indicated that the applicant did not have this information. He informed the workshop participants that they could contact Missy Daniels at the County to discuss the Application. Mr. Muldowney stated that he had never seen conclusive evidence regarding affected property values. He stated that a nearby tower site might have the affect of prolonging the sale period of a property.

Mr. Muldowney went on to discuss various buffering techniques which could be used to buffer Ms. Myers' window views from the tower facility. Ms. Myers indicated that she maintained horse pasture around her dwelling and did not want any landscape buffers planted between her house and the tower facility.

Ms. Myers asked why the facility was not being located at the Church or some other commercial property. She was informed that the church was contacted, that they did show an interest at first, but were unable to reach an agreement with the developer. Ms. Myers was informed that there were no commercial properties located within the RF Search Ring.

Mr. Hoover then asked about the affect of the tower on TV reception. Mr. Hoover was informed that his cable/digital TV signal would not be affect by the tower transmissions.

Ms. Myers then stated no need to worry about a buffer because the entire area was going downhill and she would like to sell her property and move away.

Mr. Muldowney advised the group that they should not bother attempting to discuss health concerns in the public hearing because this was one area of concern that the Boards could not consider. He advised that a discussion regarding impacted aesthetics could be considered by the Boards.

There was no more discussion.

The Workshop ended at 6:35 PM.

Minutes Prepared by: G.A. Muldowney 11/19/10
Gerald A. Muldowney, P.E. Date

CR 241 Personal Wireless Services Facility

SIGN IN SHEET

Name	Address	Phone Number
Jerry Muldowney	Dynan Group / Engineer	(352) 378-1511
Holly B Lumenthal	5346 SW 91st Ter	(352) 335-8442
Joseph Hoover	14810 NW 36th Ave 32669	
Pamela Myers	14802 NW 36th Ave 32669	

CR 241
PERSONAL WIRELESS SERVICES FACILITY

NEIGHBORHOOD MEETING

You're invited to attend a Neighborhood Workshop to discuss the proposed construction of a Personal Wireless Services Facility, referred to as the CR 241 Wireless Telecommunications Co-Location Facility Project. The purpose of the neighborhood meeting is to inform neighboring property owners about the nature of the proposal and to seek written and verbal comments. We look forward to seeing you there.

PROJECT INFORMATION:

Project Name: CR 241 Wireless Telecommunications Co-Location Facility

Applicant: TowerCOM III, LLC.

Physical Site Address: 14806 NW 36th Ave, Newberry, Florida 32669

Acreage: Approximately 0.23 acres

Site Directions: From the intersection of NW 39th Ave. with I-75, travel west on NW 39th avenue to CR 241. Turn left (south) on CR 241 and travel South 0.2 mi± to NW 36th ave. turn right (west) and travel west 0.3 mi±. the site is on the right (north) side of the road.

NEIGHBORHOOD MEETING

Date: Thursday, November 18, 2010

Time: 6:00 P.M. - 7:30 P.M.

Place: Best Western Gateway Grand
San Felasco meeting room
4200 N.W. 97th Blvd.
Gainesville, Florida 32606

Phone: (352) 331-3336

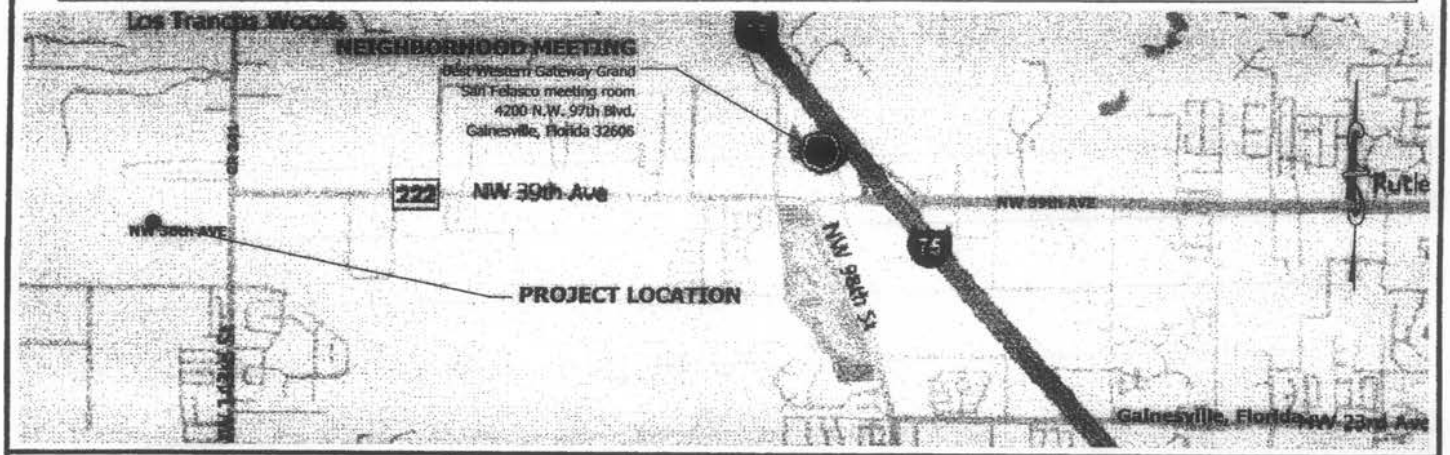
Parcel No.: Portion of 04178-003-000

Current Zoning Category: "A" (Agriculture)

Current Land Use Designation: Single Family/Pasture

Proposed Application: Special Use Permit

Project Description: Proposal for a Special Use Permit (as described in the Alachua County Land Development Code) to construct a Personal Wireless Services Facility comprised of a 199' Monopole Communications Tower and associated ground improvements.



More information:

For additional information regarding the Special Use Permit Application Procedure, please contact the Alachua County Growth Management Department @ (352) 374-5249.

For more information regarding the meeting or proposed project, please contact Jerry Muldowney at Dynan Group, Inc., Ph: (352) 378-1511 or email gam@dynangroup.com.

Affected parties may submit additional comments or evidence prior to the meeting or at the Public Hearing to be held at a later date.

CR 241
PERSONAL WIRELESS SERVICES FACILITY

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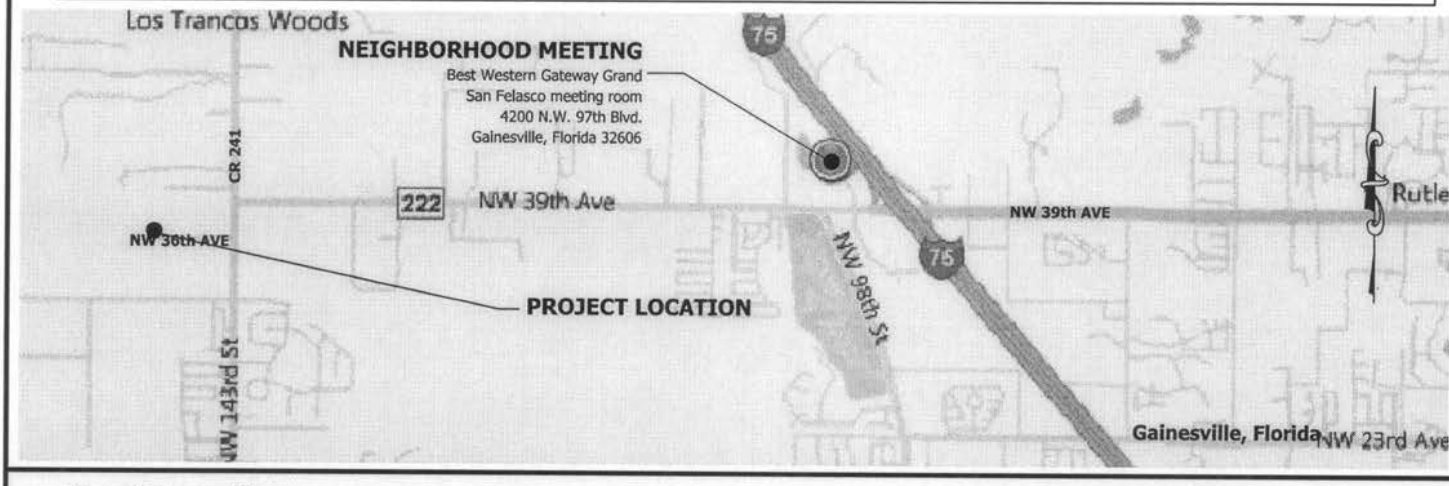

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Affected parties may submit additional comments or evidence prior to the meeting or at the Public Hearing to be held at a later date.

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

ZONING APPLICATION

For Rezonings (except Planned Developments) and Special Use Permits and Special Exceptions (including Minor SUP's and SE's).

GENERAL INFORMATION (BY APPLICANT/ AGENT)

Applicant/~~Agent~~: TowerCom III, LLC Contact Person: GERALD MULDOWNEY

Address: ONE INDEPENDENT DRIVE, SUITE 1600, JACKSONVILLE, FL 32202 Phone: (352) 215-9100

Email address: GAM@DYNANGROUP.COM

SUBJECT PROPERTY DESCRIPTION

Property Owner: Tommy & Beverly MIKELL Property Address: 14806 NW 36TH AVE

City: NEWBERRY State: FL Zip: 32669 Phone: (352) 332-0508

Tax Parcel #: 04178-003-002 Section: 22 Township: 09 Range: 18 Grant: N/A

Total Acreage: 6.63 Ac. Zoning: AG Land Use: SFR

TYPE OF REQUEST

☐	Rezoning	From:	To:
☒	Special Use Permit	For:	PWSF
☐	Minor Special Use Permit	For:	
☐	Special Exception	For:	
☐	Minor Special Exception	For:	

CERTIFICATION

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate County personnel permission to enter the subject property during reasonable hours so that they may investigate and review this zoning request.

Signature of Applicant/Agent: S. A. Muldowney Date: 11/26/10

Applications shall be submitted no later than 4:00 PM on the submittal deadline date

Form revised on March 2007. Downloadable from: http://growth-management.alachua.fl.us/formsdocs.php

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249

January 3, 2011

Notice of Zoning Application **#ZOS-02-11**

Dear Property Owner:

As owner of property within the vicinity of the area covered by this request (which may not be immediately adjacent to your property), you are hereby notified of the above zoning application.

The zoning process on this item will include two (2) public hearings: An advisory hearing with the **Planning Commission** followed by a final hearing with the **Board of County Commissioners**. The **Planning Commission** hearing and the **Board of County Commission** hearing will be held in the **Jack Durance Auditorium** of the Alachua County Administration Building.

Planning Commission date and time:

Wednesday, January 19, 2011 at 6:00 p.m.

Board of County Commissioners date and time:

To be determined

You are invited to attend and participate in the hearings.

For your information, we have enclosed a zoning map and description of the application. The application file is accessible for review and a copy of the staff report is available upon request. A pamphlet and video containing information about quasi-judicial proceedings is also available upon request.

*You are encouraged to provide written comments in the space provided below and return your response to us no later than **5:00 p.m., Tuesday, January 18, 2011.** This will allow us to make your response a part of the information packet presented to the Commissioners prior to the public hearings.*

If you have any questions, or desire further information, please contact the Development Services Section at (352) 374-5249.

PLEASE WRITE LEGIBLY/USE DARK INK **RETURN THIS PORTION**

Comments: I do not support the tower. My concern is what kind of health risks it may add due to the high frequency waves. I also am concerned about the looks it will give to the area.

I also am concerned about the value it will give my property. I know the landowners will be compensated for their land use, I'm not against them making money, but I have to look after my interests and I'm opposed.

SIGNED: Catherine Hagewood

APPLICATION #ZOS-02-11

04179-002-000 ZOS-02-11
CATHERINE HAGUEWOOD
14619 NW 39TH PL
NEWBERRY FL 32669-2011

RECEIVED
01-07-11
AC Growth Mgt.

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
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Comments: NO OBJECTION

SIGNED: William L Wharton

APPLICATION #ZOS-02-11

04178-001-000 ZOS-02-11
WILLIAM L WHARTON
9044 SW 79TH AVE
GAINESVILLE FL 32608

RECEIVED
01-11-11
AC Growth Mgt.

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
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Comments: NO OBJECTION

SIGNED: W L Wharton

APPLICATION #ZOS-02-11

RECEIVED 01-11-11 AC Growth Mgt.

04178-002-000 ZOS-02-11
WILLIAM L WHARTON
9044 SW 79TH AVE
GAINESVILLE FL 32608

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
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Comments: NO OBJECTION.

SIGNED: W L Wharton

APPLICATION #ZOS-02-11

RECEIVED 01-11-11 AC Growth Mgt.

04170-003-002 ZOS-02-11
W L WHARTON
~~3502 SW 75TH ST~~ 9044 SW 79 AVE
GAINESVILLE FL ~~32607-4726~~ 32608

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249

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04170-003-001 ZOS-02-11
WILLIAM L WHARTON
~~3502 SW 75TH ST~~ 9044 SW 79 AVE
GAINESVILLE FL ~~32607-4726~~ 32608

ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
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SIGNED: W H Wharton

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04179-005-000 ZOS-02-11
WILLIAM WHARTON
~~3502 SW 75TH ST~~ 9044 SW 79 AVE
GAINESVILLE FL ~~32607~~ 32608

Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, Fl 32601
Tel. 352.374.5249, Fax. 352.338.3224
http://growth-management.alachua.fl.us

Submit Application to:
Development Services Division

MAILED NOTICE AFFIDAVIT

Application No. _____

Mailing Date: November 2, 2010

Mailed Notice for (check one):

☑ Neighborhood Workshop

☐ Public Meeting

BEFORE ME personally appeared Gerald A. Muldowney, who after being duly sworn, and upon personal knowledge, deposes and says:

Notice for the above application was deposited in the mail at least 15 days prior to the scheduled neighborhood workshop or public meeting, and complied with all applicable content and procedural requirements of §402.13 and §402.14 of the Alachua County Unified Land Development Code.

G.A. Muldowney
Applicant (signature)

Gerald A. Muldowney
Name of Applicant (printed)

STATE OF ~~FLORIDA~~ NORTH CAROLINA
COUNTY OF ~~ALACHUA~~ WATAUGA

SWORN AND SUBSCRIBED BEFORE ME Terri W. Miller
THIS 29th DAY OF Nov., 2010
BY Gerald Muldowney
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
Driver License
(TYPE OF IDENTIFICATION)

(SEAL ABOVE)

TERRI W. MILLER
NOTARY PUBLIC
WATAUGA COUNTY, NC
MY COMMISSION EXPIRES APR 15 2014

Notary Public, Commission No. ———
My Commission expires: April 15, 2014
(Name of Notary typed, printed, or stamped)
Terri W. Miller

Cascade ID	Sector	Decimal Latitude	Decimal Longitude	Azimuth	Antenna Center	Antenna Manufact
JA80XC025A	1	29.6897	-82.4923	0	190	KMW
JA80XC025A	2	29.6897	-82.4923	120	190	KMW
JA80XC025A	3	29.6897	-82.4923	240	190	KMW
JA03XC033	1	29.6867	-82.4467	0	140	Decibel
JA03XC033	2	29.6867	-82.4467	120	140	Decibel
JA03XC033	3	29.6867	-82.4467	240	140	Decibel
JA33XC024	1	29.7567	-82.4958	0	250	Scala
JA33XC024	2	29.7567	-82.4958	120	250	Scala
JA33XC024	3	29.7567	-82.4958	240	250	Scala
JA33XC032	1	29.6297	-82.5733	80	250	Decibel
JA33XC032	2	29.6297	-82.5733	155	250	Decibel
JA33XC032	3	29.6297	-82.5733	300	250	Decibel
JA60XC018	1	29.6639	-82.4733	90	160	Decibel
JA60XC018	2	29.6639	-82.4733	188	160	Decibel
JA60XC018	3	29.6639	-82.4733	284	160	Decibel
JA73XC055	1	29.6622	-82.4447	0	115	Andrew
JA73XC055	2	29.6622	-82.4447	120	115	Andrew
JA73XC055	3	29.6622	-82.4447	210	115	Andrew

Antenna Model	Eletrical Tilt	Mechanical Downtilt (degree)	ERP	Transmit (MHz)
HB-X-AW-19-65-00T-RET	-1	0	46.34	1945-1950
HB-X-AW-19-65-00T-RET	-1	0	46.34	1945-1950
HB-X-AW-19-65-00T-RET	-1	0	46.34	1945-1950
DB978F65E-M	0	-1	44.9	1945-1950
DB978F65E-M	0	-2	44.9	1945-1950
DB978F65E-M	0	-1	44.9	1945-1950
AP18-1900-090D-DT0	0	0	44.5	1945-1950
AP18-1900-090D-DT0	0	0	44.5	1945-1950
AP18-1900-090D-DT0	0	0	44.5	1945-1950
DB983H65E-M	0	0	44.5	1945-1950
DB983H65E-M	0	0	44.5	1945-1950
DB983H65E-M	0	0	44.5	1945-1950
DB980F65E-M	0	-2	44.8	1945-1950
DB980F65E-M	0	-2	44.8	1945-1950
DB980F65E-M	0	-2	44.8	1945-1950
UMWD-06517-0R2DH	0	0	46.5	1945-1950
UMWD-06517-0R2DH	0	0	46.5	1945-1950
UMWD-06517-0R2DH	0	0	46.5	1945-1950

Receive (MHz)	RF Engineer	Phone
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721
1865-1870	Kara Meintassis	9049281721

04178-003-006
M THOMAS MIKELL
14806 NW 36TH AVE
NEWBERRY, FL 32669

04178-003-003
JAMES R EARNHART
14805 NW 36TH AVE
NEWBERRY, FL 32669-4623

04170-010-014
JAY C KOONS
3925 NW 151ST WAY
NEWBERRY, FL 32669

04176-001-001
OLDSMOBILE-GEO INC BUSH-
STRAWN CHEVROLET-
45518 CALESITO ALTAR
TEMECULA, CA 92592-1306

04178-003-002
PAMELA MYERS
14802 NW 36TH AVE
NEWBERRY, FL 32669-2014

04178-003-001
ROSEMARY H JACKSON
3545 OLD HIGHWAY 41 S
VALDOSTA, GA 31601-2121

04176-001-003
ROMEIS & ROMEIS-NANTZ
15016 NW 32ND AVE
NEWBERRY, FL 32669-2867

04178-003-000
M T MIKELL
14806 NW 36TH AVE
NEWBERRY, FL 32669-2014

04171-004-000
PATRICIA A FALLAT
14908 NW 32ND AVE
NEWBERRY, FL 32669-2898

TOWERCOM III, L.L.C.

COUNTY ROAD 241

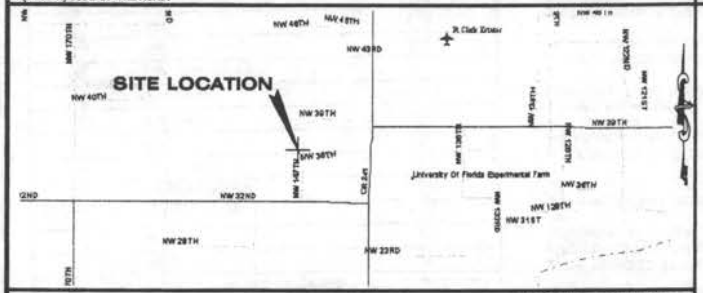
WIRELESS TELECOMMUNICATIONS FACILITY

PROPOSED 199' MONOPOLE TOWER STRUCTURE WITH ANTENNAS, LIGHTNING ROD AND GROUND EQUIPMENT

FINAL DEVELOPMENT PLANS

DIRECTION TO SITE FROM JACKSONVILLE, FL:

FROM THE INTERSECTION I-295 AND I-10, TAKE I-10 WEST TO US 301 (EXIT 343). TURN RIGHT ON US 301 AND TRAVEL SOUTH 37 MI± TO SR 24 IN THE TOWN OF WALDO. TURN RIGHT (WEST) ON SR 24 AND TRAVEL SOUTHWEST 10 MI± TO NE 39TH AVE. TURN RIGHT (WEST) ON NE 39TH AVE AND TRAVEL WEST 12.5 MI± TO COUNTY ROAD 241. TURN LEFT (SOUTH) ON CR 241 AND TRAVEL SOUTH 0.2 MI± TO NW 36TH AVE. TURN RIGHT (WEST) AND TRAVEL WEST 0.3 MI±. THE SITE IS ON THE RIGHT (NORTH) SIDE OF THE ROAD.



VICINITY MAP

LOCATION MAP

PROJECT NAME:	COUNTY ROAD 241
SITE ADDRESS:	14806 NW 36TH AVE. NEWBERRY, FLORIDA 32669
FLOOD ZONE:	ZONE X
COMMUNITY PANEL No.:	12001C0270D
DATED:	JUNE 16, 2006
PARENT TRACT OWNERS:	TOMMY & BEVERLY MIKELL 14806 NW 36TH AVE NEWBERRY, FL 32669-2014
APPLICANT:	TOWERCOM III, L.L.C. ONE INDEPENDENT DRIVE SUITE 1600 JACKSONVILLE, FLORIDA 32202
CONTACT PERSON:	DAVE BOEFF (CEO) TOWERCOM III, L.L.C. PHONE: (904) 880-8887
ENGINEER:	DYNAN GROUP, INC. GERALD A. MULDOWNEY FL. P.E. #43365 PH: (352) 378-1511

SITE INFORMATION

POWER COMPANY:	CLAY ELECTRIC CO-OPERATIVE 352-473-4917 ext. 294
TELEPHONE COMPANY:	BELLSOUTH PH: (866) 283-3935

UTILITY COMPANY

ZONING CLASSIFICATION:	AGRICULTURE
JURISDICTION:	ALACHUA COUNTY
LAND USE:	AG
TAX PARCEL No.:	04178-003-000
PARKING:	NONE REQUIRED

ZONING DATA

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

CODE COMPLIANCE

TowerCom III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FLORIDA 32202
PHONE: (904)-880-8887
FAX: (904)-880-8872

CONSULTANTS

SHEET NO.	DESCRIPTION
T1.00	COVER SHEET
C1.00	LEGEND, ABBREVIATIONS & GENERAL NOTES
C1.10	GENERAL NOTES
C1.20	LEGAL DESCRIPTIONS
C1.30	BOUNDARY INFORMATION MAP
C1.40	ZONING MASTER PLAN
C1.50	FOOT AIRSTRIP LOCATION MAP
C2.00	EXISTING FEATURES & DEMO PLAN
C2.10	MASTER SITE PLAN
C2.20	PROPOSED IMPROVEMENTS
C3.00	TOWER ELEVATION & DETAILS
C3.10	ENGINEERING DETAILS
C3.20	FENCE DETAILS
E1.00	GROUNDING PLAN
L1.00	LANDSCAPE PLAN & DETAILS

SHEET INDEX

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FL 32202
PHONE: (904) 880-8887
FAX: (904) 880-8872

DGI
DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
4130 N.W. 23rd STREET, SUITE H
GAINESVILLE, FLORIDA 32605
PHONE: 352-378-1511
FAX: 352-378-1674

SCALE VERIFICATION
0 — 1"
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NOT TO SCALE

THIS DRAWING MAY NOT BE COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF DYNAN GROUP, INC.

REVISIONS

NO.	DESCRIPTION	DATE
1	ADDED SHEET C1.50	11-25-10

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

CAD FILE: /ENGTCEDOWG/134-250-00

11/24/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

COVER SHEET

SHEET NUMBER

T1.00

Professional Engineering Certificate of Authorization No.: EB 7793

LEGEND

EXISTING		PROPOSED
—140—	Elevation Contour	150
SS-1	Sanitary Sewer Line & Manhole	SSMH #1
W	Water Line and Valve	W
ST	Storm Line & Manhole	ST
UGE	Underground Electric Line	UGE
OVH	Overhead Power Line	OVH
UGAS	Underground Gas Line	UGAS
UGT	Underground Telephone Line	UGT
	Barbed Wire Fence	
	Wire Fence	
W	Wood Fence	W
	8' Chain Link W/ Overhead Security	
	Light	
	Utility Pole	
W	Wood Power Pole	W
	Telephone Pedestal	LC
	Guy Anchor	
W	Well	W
	Water Meter	WM
	Fire Hydrant	FH
	Tree To Be Removed	
	Tree	
	Tree	
	Tree	
	Tree	
	Shrubs	
	Project Benchmark	
	Gravel Surface	
	Concrete Surface	
C/O INV.=	Cleanout	C/O INV.=
FF.=	Floor Elevation	FF.=
	Tree Barricade	TB
	Silt Fence	SF
	Drainage Divide	
	Drainage Swale	
	12" Area Drain	
	Storm Surface Inlet	
	Storm Curb Inlet	
ST-	Storm Structure Identification	ST-
137.06	Spot Elevation	137.0
	Direction of Surface Drainage Flow	
	Culvert	

Note:
This standard legend is all inclusive and may include items not found in this set of plans.

ABREVIATIONS

A/C	ASPHALTIC/CONCRETE	JB	JUNCTION BOX
AFG	ABOVE FINISH GRADE	L/S	LANDSCAPE
BFG	BELOW FINISH GRADE	PAVE	PAVEMENT
CL	CENTER LINE	R/W	RIGHT OF WAY
CONC.	CONCRETE	S/W	SIDE WALK
C&G	CURB AND GUTTER	TOS	TOE OF SLOPE
E/P	EDGE OF PAVEMENT	TOB	TOP OF BANK
EX	EXISTING	VUA	VEHICULAR USE AREA
FF.	FINISH FLOOR	WM.	WATER MAIN
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		

EX A/C PAVE

INDICATES EXISTING DIRT ROAD

INDICATES EXISTING GRAVEL/LIMEROCK ROAD

C / C3.10 — DETAIL DESIGNATION; DETAIL CALL OUT; DETAIL SHOWN ON THIS SHEET #

A / C3.10 — SECTION DESIGNATION; SECTION CALL OUT; SECTION SHOWN ON THIS SHEET #

TOWER NOTES

1. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER SHALL BE IN COMPLIANCE WITH THE FEDERAL COMMUNICATIONS COMMISSION GUIDELINES CONCERNING RADIO FREQUENCY RADIATION AND EMISSIONS.

2. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER SHALL COMPLY WITH THE ELECTRONICS INDUSTRIES ASSOCIATION (EIA) STANDARDS AND ANY LOCAL ORDINANCES AS DEMONSTRATED BY FINAL SITE PLAN AND BUILDING PLAN APPROVAL.

3. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER SHALL BE DESIGNED TO MEET OR EXCEED EIA/TIA 222G SPECIFICATIONS AND THE ALACHUA COUNTY ULDC.

4. THE PROPOSED WIRELESS TELECOMMUNICATIONS TOWER STRUCTURE SHALL NOT EXCEED 199' ABOVE GROUND LEVEL.

5. THERE ARE NO SPECIAL FIRE PROTECTION CONCERNS ASSOCIATED WITH THIS DEVELOPMENT. NO FIRE PROTECTION SYSTEMS ARE TO BE INSTALLED.

6. TOWER, TOWER FOUNDATIONS, SLABS, MODULAR BUILDINGS, AND CARRIER ELECTRICAL AND MECHANICAL FEATURES ARE TO BE DESIGNED AND SPECIFIED BY OTHERS.

7. NAVIGATIONAL HAZARD LIGHTING IS NOT REQUIRED IN ACCORDANCE WITH FAA REGULATIONS.

8. EACH CARRIER CO-LOCATING ON THE PROPOSED TOWER WILL MAKE AN AVERAGE OF ONE SITE MAINTENANCE TRIP PER MONTH.

9. SIX (6) FUTURE LEASE AREAS FOR EQUIPMENT CABINETS/SHELTERS ARE PART OF THIS DEVELOPMENT. THE FUTURE EQUIPMENT BUILDINGS WILL BE ONE STORY PREFAB STRUCTURES WITH AN APPROX. BUILDING HEIGHT OF LESS THAN 12 FEET. ALL PREFAB BUILDING STRUCTURES SHALL BE DEPARTMENT OF COMMUNITY AFFAIRS (DCA) APPROVED MANUFACTURED BUILDINGS.

10. THE TOWER SHALL HAVE A GALVANIZED FINISH.

GENERAL NOTES

1. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A BOUNDARY SURVEY PERFORMED BY DYNAN GROUP, INC., DATED MAY 17, 2010.

2. EXISTING FEATURES SHOWN HEREON ARE BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS PERFORMED BY DYNAN GROUP, INC. DATED MAY 17, 2010.

3. ALL DISTURBED AREAS NOT DESIGNATED FOR DEMOLITION, REMOVAL OR IMPROVEMENTS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AFTER THE COMPLETION OF NEW CONSTRUCTION WORK.

4. THE PROPOSED IMPROVEMENTS WILL NOT CAUSE A REDUCTION IN ADOPTED LEVELS OF SERVICE FOR ROADS, PARKS, DRAINAGE, STORM WATER MANAGEMENT, SOLID WASTE, WATER AND SEWER, AND MASS TRANSITS.

5. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE GENERAL CONTRACTOR WITH LOCAL GAS, ELECTRICAL, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THE PROPOSED SITE LOCATION. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL ABOVE AND BELOW GROUND EXISTING UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE AND REPAIR.

6. ALL LOCATION TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

7. A 6' HIGH SECURITY FENCE AS SHOWN HEREON SHALL BE INSTALLED. THE FENCE SHALL BE MAINTAINED BY THE TOWER OPERATOR FOR THE LIFE OF THE INSTALLATION.

8. THE REFERENCED PREFABRICATED MODULAR STRUCTURES AND EQUIPMENT CABINET STRUCTURES LOCATED IN THE GRAVEL COMPOUND WILL BE UNMANNED. THEREFORE, A LOCK ALLOWING EMERGENCY VEHICLE ACCESS THROUGH THE SECURITY GATE IS NOT REQUIRED. IF EMERGENCY VEHICLE ACCESS IS REQUIRED, A LINK IN THE LOCKING CHAIN CAN BE CUT TO ALLOW FOR ENTRY INTO THE GRAVEL COMPOUND AREA.

9. THIS IS AN UNMANNED RESTRICTED GROUND SITE WHICH WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC WIRELESS TELECOMMUNICATIONS SERVICE.

10. THIS FACILITY WILL CONSUME NO RECOVERABLE ENERGY AND IS EXEMPT FROM THE FLORIDA ENERGY REVIEW CODE. NO POTABLE WATER SUPPLY IS REQUIRED AT THIS LOCATION. NO WASTEWATER WILL BE GENERATED AT THIS LOCATION. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.

11. THE ENGINEER OF RECORD SHALL BE NOTIFIED FOR AUTHORIZATION OF ANY CHANGES OR MODIFICATIONS TO THE APPROVED SET OF SITE/CONSTRUCTION PLANS.

12. NO SITE WORK/EXCAVATION SHALL BE DONE UNTIL **SUNSHINE STATE ONE CALL SYSTEM OF FLORIDA, INC, IS CONTACTED AT 1-(800)-432-4770.**

13. THE PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY LIES WITHIN FLOOD ZONE "X", BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL NUMBER 12001C0270D DATED JUNE 16, 2006.

Professional Engineering Certificate of Authorization No.: EB 7793

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REVISIONS

NO.	DESCRIPTION	DATE

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN: JAE
CHECKED:
JOB #:
CAD FILE:

6/23/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE
LEGEND, ABBREVIATIONS & GENERAL NOTES

SHEET NUMBER
C1.00

GENERAL CONSTRUCTION NOTES

1. THE PROPOSED CONSTRUCTION SHALL CONFORM TO THE LATEST VERSION OF THE STANDARD BUILDING CODE, STANDARD MECHANICAL CODE, STANDARD GAS CODE, AND NATIONAL ELECTRICAL CODE. FOR DETAILS PERTAINING TO EQUIPMENT BUILDING/SHELTER REFER TO MANUFACTURERS SPECIFICATIONS AND DRAWINGS.

2. SITE GRADING SHALL BE SMOOTH AND CONTINUOUS IN SLOPE, AND IS TO FEATHER INTO THE EXISTING GRADES AT THE LEASE PARCEL LIMITS. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM THE TOWER AND EQUIPMENT PAD.

3. THE CONTRACTOR SHALL VERIFY, UPON COMPLETION OF THE DEVELOPMENT, THAT THE SITE IS PROPERLY STABILIZED AND ALL INDICATED SWALES AND EROSION CONTROL FACILITIES ARE CONSTRUCTED AS INDICATED ON THE PLANS.

4. CONSTRUCTION SHALL CONFORM TO THE CODES AND STANDARDS REFERENCED BELOW INCLUDING THE INDICATED SECTIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND ALACHUA COUNTY UNIFIED LAND DEVELOPMENT CODE AND TOWER ORDINANCE.

5. SOIL MATERIALS FOR FILLING SHALL CONFORM TO AASHTO SOIL GROUPS A-2, A-3, OR A-4 AND SHALL BE PLACED IN 10" LOOSE LIFTS TO THE GRADES SHOWN ON THE PLANS. EACH LIFT SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1557 METHOD D).

6. CLEARING AND GRUBBING SHALL BE PERFORMED IN THE CONSTRUCTION AREAS AS NOTED ON THE PLANS. ALL CLEARED MATERIAL SHALL BE REMOVED AND DEPOSITED OFF-SITE AT AN APPROVED LOCATION.

7. ALL TREES AND SHRUBS WITHIN 10' OF THE CONSTRUCTION LIMITS WHICH ARE NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION BY A 4' TREE BARRIER UTILIZING WIRE FENCING, OR PROTECTIVE SAFETY NETTING, AS SHOWN ON THE SITE PLAN. SEE PLAN VIEW AND DETAILS.

8. ALL DISTURBED AREAS NOT INDICATED FOR SOD SHALL BE FERTILIZED, SEEDED, AND MULCHED. WORK SHALL CONFORM TO THE FOLLOWING SECTIONS: SEED (SECTION 570), MULCH (SECTION 981), AND FERTILIZER (SECTION 982).

9. SOD SHALL BE PLACED IN ACCORDANCE WITH FDOT SECTION 575-3.4.

10. ALL NEW EXISTING UTILITY STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE ADJUSTED TO FINISHED ELEVATIONS PRIOR TO FINAL INSPECTION OF THE WORK.

11. **SUBGRADE WORK** - THE CONTRACTOR SHALL CLEAR AND STRIP THE AREA TO BE STABILIZED AND EXCAVATE TO THE TOP OF THE SUBGRADE. THE TOP OF THE SUBGRADE SHALL BE PROOF ROLLED IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE TO LOCATE AND IDENTIFY SOFT SPOTS. SOIL MATERIALS IN SOFT AREAS SHALL BE REMOVED AND THESE AREAS SHALL BE BACK FILLED AS DIRECTED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL DISPOSE OF THE EXCAVATED SUBGRADE MATERIALS, IF UNSUITABLE FOR FILL, OFF-SITE AT AN APPROVED LOCATION.

12. ALL FILL SHALL BE TESTED FOR FIELD DENSITY. TESTS SHALL BE TAKEN IN EACH LIFT OF FILL AT LOCATIONS DESIGNATED BY THE OWNER'S REPRESENTATIVE. ALL TESTING SHALL BE PERFORMED BY A QUALIFIED TESTING LAB UNDER THE DIRECTION OF AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. TEST RESULTS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW. THE CONTRACTOR SHALL BEAR ALL TESTING EXPENSES.

13. **PREPARED SUBGRADE** - THE SUBGRADE SHALL BE STABILIZED WITH TYPE B STABILIZING COMMERCIAL LIMEROCK MATERIAL. THE MINIMUM LBR VALUE SHALL BE NOT LESS THAN 40 AND THE FIELD DENSITIES SHALL NOT BE LESS 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1577 METHOD D). MATERIALS FOR TYPE B STABILIZATION SHALL BE IN ACCORDANCE WITH FDOT SECTION 914.

14. **BASE COURSE** - COARSE AGGREGATE MATERIAL FOR THE GRADED AGGREGATE BASE SHALL BE FDOT GRADED COARSE AGGREGATE BASE. THE GRADED AGGREGATE BASE COURSE SHALL BE COMPACTED TO A MINIMUM DENSITY OF NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D1577 METHOD D).

15. **THE PROPOSED IMPROVEMENTS SHALL REQUIRE AN NGP FROM THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT.**

EROSION/SEDIMENTATION CONTROL PRACTICES:

1. SEDIMENTATION CONTROL - SEDIMENTATION CONTROL SHALL BE ACCOMPLISHED DURING CONSTRUCTION THROUGH THE USE OF THE SILT FENCING PLACED AS SHOWN ON THE ENGINEERING PLAN. THE CONTROL DEVICES SHALL BE SET AT THE ONSET OF SITE GRADING.

2. TEMPORARY AND PERMANENT SEDIMENTATION AND EROSION CONTROL FEATURES MEETING THE REQUIREMENTS OF FDOT SECTIONS 104 WITH THE EXCEPTION OF SECTION 104-5, 104-10, AND 104-11 SHALL BE CONSTRUCTED DIRECTLY FOLLOWING SITE PREPARATION TASKS. SEDIMENTATION VOLUME LEAVING THIS SITE SHALL NOT BE INCREASED ABOVE THE EXISTING LEVELS.

3. TEMPORARY DIVERSION SWALES AND/OR DIKES SHALL BE EMPLOYED TO CONTROL RUNOFF. THE DIVERSION SYSTEMS SHOULD PREVENT "UPHILL" RUNOFF FROM TRAVERSING CONSTRUCTION SITE DURING EXCAVATION OR GRADING OPERATIONS.

4. TEMPORARY SEDIMENT TRAPS AND BASINS SHALL BE EMPLOYED TO COLLECT SILT FROM RUNOFF. ACCUMULATED SILT SHALL BE REMOVED PERIODICALLY TO MAINTAIN THE FUNCTION OF THE SYSTEM. ALL ACCUMULATED SILT SHALL BE REMOVED AND THE SITE RESTORED TO FINAL DESIGN GRADES UPON COMPLETION OF CONSTRUCTION.

5. THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

A. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT INDEX No. 102, TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS. TEMPORARY SEED AND MULCH SHALL BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 3' (FT) HORIZONTAL TO 1' (FT) VERTICAL. SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION CONTROL AT THE END OF EACH WORKING DAY. EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO SITE EXCAVATION AND FILLING, AND SHALL REMAIN IN PLACE UNTIL SITE VEGETATION AND LANDSCAPING IS COMPLETE.

B. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

OPERATION AND MAINTENANCE PLAN:

1. THE NATURAL SYSTEM SHALL BE DISTURBED AS LITTLE AS POSSIBLE. MINIMAL MAINTENANCE IS REQUIRED FOR THE NATURAL AND UNDISTURBED AREAS.

2. EROSION CONTROL - ALL EROSION DAMAGE AT SPILLWAYS, OUTFALL STRUCTURES, AND ALONG BASIN SIDE SLOPES SHALL BE REPAIRED (GRADING AND GRASSING) AS CONDITIONS OCCUR.

ENVIRONMENTAL SAFETY PRACTICES:

1. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY DISPOSING OF ALL DEMOLITION MATERIALS, AND ANY DEBRIS OR TRASH GENERATED DUE TO CONSTRUCTION, AT AN APPROVED PREDETERMINED OFF-SITE LOCATION IN A MANNER DETERMINED BY THE LOCAL REGULATORY AGENCY.

2. THE CONTRACTOR SHALL PROVIDE ON-SITE TRASH RECEPTACLES FOR COLLECTION OF NON-TOXIC DEBRIS. ALL TRASH SHALL BE COLLECTED ON A DAILY BASIS.

3. ALL TOXIC AND ENVIRONMENTALLY HAZARDOUS SUBSTANCES SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. UNDER NO CIRCUMSTANCES SHALL RINSING OR DUMPING OF THESE SUBSTANCES OCCUR ON-SITE.

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REVISIONS

NO.	DESCRIPTION	DATE

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT MANAGER:
DESIGNED: JAE
DRAWN:
CHECKED:
CAD FILE: G:\Projects\134-210-00

6/22/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No. 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

C1.10

LEGAL DESCRIPTIONS

PORTION OF PARENT TRACT

(OFFICIAL RECORDS BOOK 2179, PAGE 217)
(SEE NOTE 7 C1.30)

COMMENCE 544.50 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ OF SW ¼) OF SECTION 22, TOWNSHIP 09 SOUTH, RANGE 18 EAST, AS AND FOR THE POINT OF BEGINNING; THENCE GO EAST 655.74 FEET, SOUTH 200 FEET, WEST 655.74 FEET AND NORTH 200 FEET TO THE POINT OF BEGINNING.

TOWERCOM LEASE PARCEL

(BY SURVEYOR)

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 22(OUTSIDE THE ARREDONDO GRANT), TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (RLS 509) FOUND MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2179, PAGE 217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE S 00°22'45" E ALONG THE WEST LINE OF SAID PARCEL AND CONTINUATION THEREOF FOR 336.84 FEET; THENCE LEAVING SAID LINE N 89°36'28" E FOR 117.90 FEET TO A SET 5/8" REBAR & CAP (LB 6792) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 89°36'28" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 00°23'32" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 89°36'28" W FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE N 00°23'32" W FOR 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ALACHUA COUNTY, FLORIDA, CONTAINING 10,000 SQUARE FEET OF LAND, MORE OR LESS;

TOGETHER WITH A 30' WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITIES, LYING 15' ON BOTH SIDES OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10,000 SQUARE FEET LEASE PARCEL; THENCE S 89°36'28" W FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE; THENCE S 00°23'32" E FOR 130.51 FEET; THENCE S 04°18'07" E FOR 52.99 FEET; THENCE S 04°58'00" E FOR 74.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 70°41'24"; THENCE ALONG THE ARC OF SAID CURVE FOR 61.69 FEET TO THE POINT OF TANGENCY; THENCE S 75°39'24" E FOR 60.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 71°11'58"; THENCE ALONG THE ARC OF SAID CURVE FOR 124.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 85°23'06"; THENCE ALONG THE ARC OF SAID CURVE FOR 74.51 FEET TO THE POINT OF TANGENCY; THENCE N 89°50'32" E FOR 2.20 FEET TO THE INTERSECTION WITH THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3682, PAGE 1114, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED AND/OR SHORTENED TO MEET AT ANGLE POINTS, PARCEL LINES AND RIGHT OF WAY LINES.

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PROPERTY OWNER: LICENSE No. 43365
DESIGNED: JAE
DRAWN: ROW
CHECKED: GAM
DATE: 06/24/10
SCALE: AS SHOWN
DRAWING No.: 134-210-00

GERALD A. MULDOWNEY
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REGISTRATION No.: 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

LEGAL DESCRIPTIONS

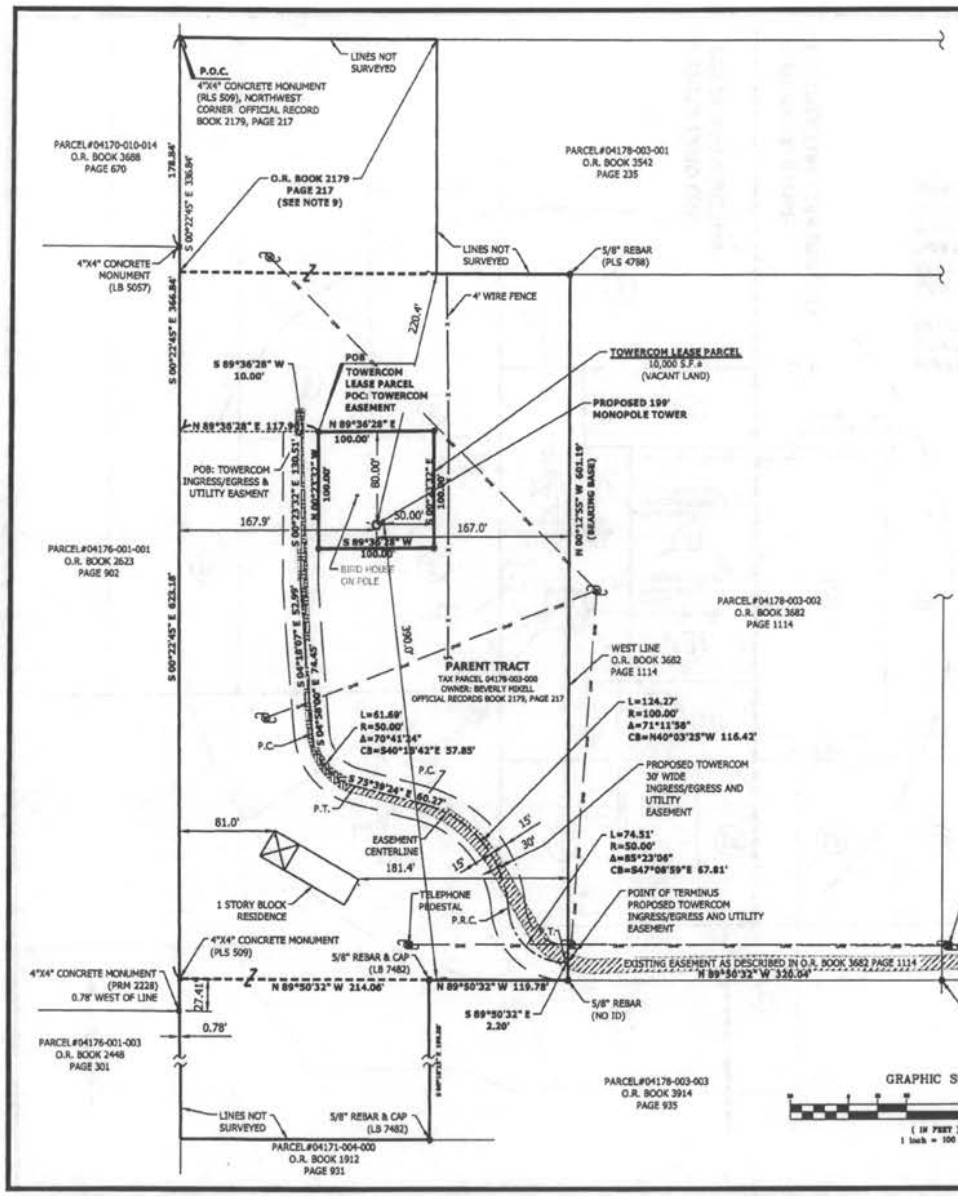
SHEET NUMBER

C1.20

BOUNDARY INFORMATION MAP

LEASE PARCEL

IN FRACTIONAL SECTION 22, TOWNSHIP 9 SOUTH,
RANGE 22 EAST, ALACHUA COUNTY, FLORIDA



NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3682, PAGE 1114.

2. THE LEASE PARCEL BOUNDARY INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED MAY 17, 2010.

4. THE PURPOSE OF THIS BOUNDARY INFORMATION MAP IS TO SHOW IMPROVEMENTS ASSOCIATED WITH A PROPOSED TELECOMMUNICATIONS FACILITY AND TO PROVIDE LEGAL DESCRIPTIONS FOR THE PROPOSED TOWERCOM COMMUNICATIONS LEASE PARCEL AND EASEMENTS.

5. CENTER OF TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED BY DIFFERENTIAL G.P.S. AND MEET FAA "2-C" ACCURACY REQUIREMENTS.

6. BUILDING TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

7. THE LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 217, DOES NOT ENCOMPASS THE PARENT TRACT (TAX PARCEL #04179-003-000) IN ITS ENTIRETY. THE PARENT TRACT INFORMATION SHOWN HEREON IS BASED ON FOUND MONUMENTATION, ADJOINING LEGAL DESCRIPTIONS AND INFORMATION OBTAINED FROM THE ALACHUA COUNTY PROPERTY APPRAISERS OFFICE.

TOWER DATA

(PROPOSED 199' MONOPOLE TOWER)

NAD 83

LATITUDE:	29° 41' 16.5" NORTH
LONGITUDE:	82° 30' 05.6" WEST
GROUND ELEVATION:	96' NGVD 1929
MAXIMUM TOWER ELEVATION:	295'
MAXIMUM TOWER HEIGHT:	199' AGL

LEGEND

⊡	INDICATES 4"X4" CONCRETE MONUMENT IDENTIFICATION AS SHOWN
O	INDICATES 5/8" REBAR SET (LB 6792)
Ø	INDICATES 5/8" REBAR FOUND IDENTIFICATION AS SHOWN
(W)	INDICATES WOOD UTILITY POLE
P.O.C.	INDICATES POINT OF COMMENCEMENT
P.O.B.	INDICATES POINT OF BEGINNING
▣	INDICATES TELEPHONE PEDESTAL
S.F.±	INDICATES SQUARE FEET (MORE OR LESS)
AGL	INDICATES ABOVE GROUND LEVEL
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
L	LENGTH
R	RADIUS
Δ	INCLUDED ANGLE
CB	CHORD BEARING
R/W	RIGHT OF WAY
—— OHW ——	INDICATES OVERHEAD UTILITIY WIRES

FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE PARCEL DOES NOT LIE IN A SPECIAL FLOOD HAZARD ZONE, BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL NUMBER 12001C0270D. (PANEL NOT PRINTED)

Professional Engineering Certificate of Authorization No.: EB 7793

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PROPERTY OWNER:
DESIGNED: JAE
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CHECKED:
APPROVED:
CAD FILE:

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

6/23/10

GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

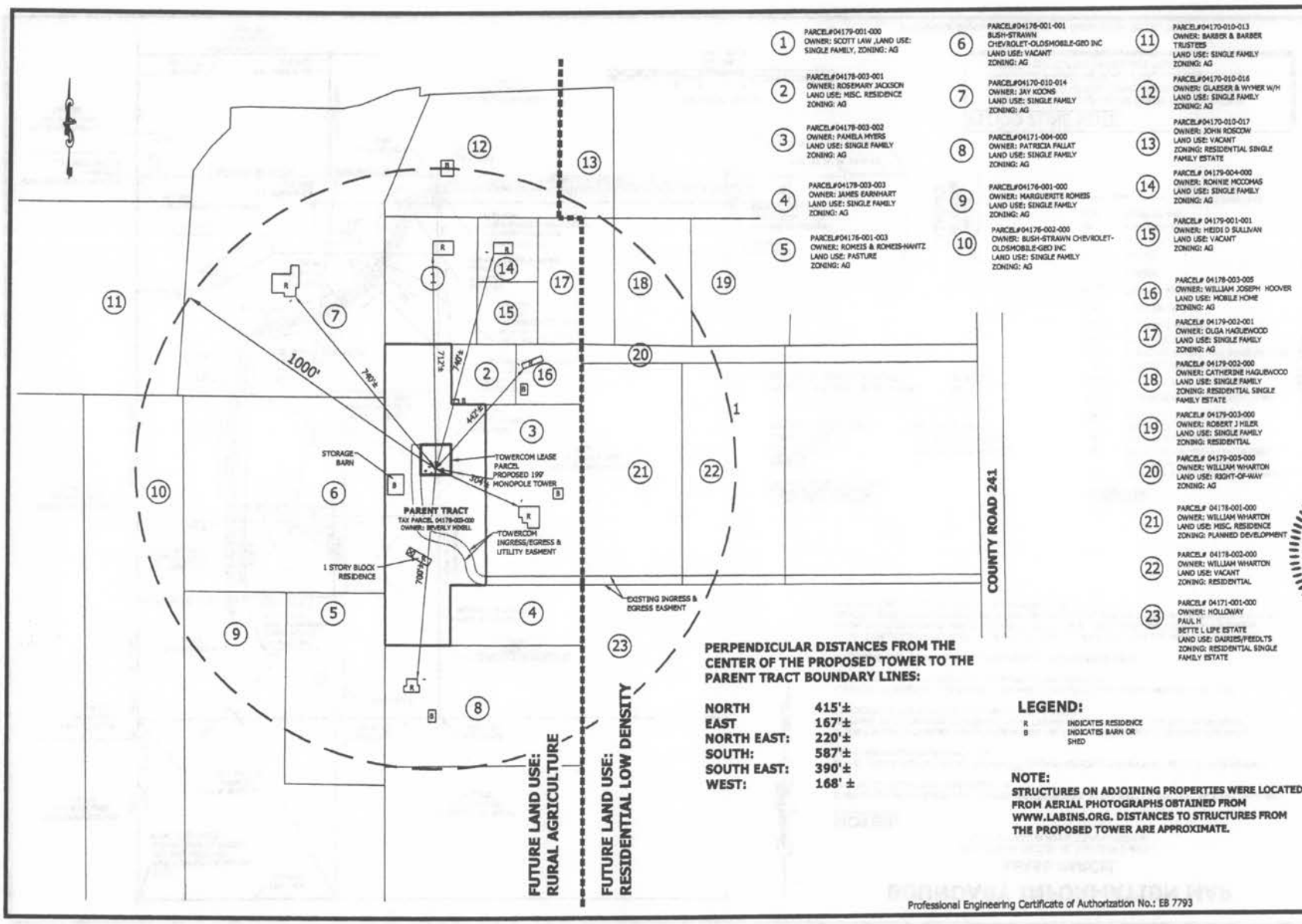
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

BOUNDARY INFORMATION MAP

SHEET NUMBER

C1.30



1. PARCEL#04179-001-000 OWNER: SCOTT LAW ,LAND USE: SINGLE FAMILY, ZONING: AG
2. PARCEL#04178-003-001 OWNER: ROSEMARY JACKSON LAND USE: MISC. RESIDENCE ZONING: AG
3. PARCEL#04178-003-002 OWNER: PAMELA MYERS LAND USE: SINGLE FAMILY ZONING: AG
4. PARCEL#04178-003-003 OWNER: JAMES EARNHART LAND USE: SINGLE FAMILY ZONING: AG
5. PARCEL#04176-001-003 OWNER: ROMEIS & ROMEIS-HAWTZ LAND USE: PASTURE ZONING: AG
6. PARCEL#04176-001-001 BUSH-STRAWN CHEVROLET-OLDSMOBILE-GEO INC LAND USE: VACANT ZONING: AG
7. PARCEL#04170-010-014 OWNER: JAY KOONS LAND USE: SINGLE FAMILY ZONING: AG
8. PARCEL#04171-004-000 OWNER: PATRICIA FALLAT LAND USE: SINGLE FAMILY ZONING: AG
9. PARCEL#04176-001-000 OWNER: MARGUERITE ROMEIS LAND USE: SINGLE FAMILY ZONING: AG
10. PARCEL#04176-002-000 OWNER: BUSH-STRAWN CHEVROLET-OLDSMOBILE-GEO INC LAND USE: SINGLE FAMILY ZONING: AG
11. PARCEL#04170-010-013 OWNER: BARBER & BARBER TRUSTEES LAND USE: SINGLE FAMILY ZONING: AG
12. PARCEL#04170-010-016 OWNER: GLAESER & WYHER W/H LAND USE: SINGLE FAMILY ZONING: AG
13. PARCEL#04170-010-017 OWNER: JOHN ROSCOW LAND USE: VACANT ZONING: RESIDENTIAL SINGLE FAMILY ESTATE
14. PARCEL# 04179-004-000 OWNER: RONNIE MCCOMAS LAND USE: SINGLE FAMILY ZONING: AG
15. PARCEL# 04179-001-001 OWNER: HEIDI D SULLIVAN LAND USE: VACANT ZONING: AG
16. PARCEL# 04178-003-005 OWNER: WILLIAM JOSEPH HOOVER LAND USE: MOBILE HOME ZONING: AG
17. PARCEL# 04179-002-001 OWNER: OLGA HAGUEWOOD LAND USE: SINGLE FAMILY ZONING: AG
18. PARCEL# 04179-002-000 OWNER: CATHERINE HAGUEWOOD LAND USE: SINGLE FAMILY ZONING: RESIDENTIAL SINGLE FAMILY ESTATE
19. PARCEL# 04179-003-000 OWNER: ROBERT J HILER LAND USE: SINGLE FAMILY ZONING: RESIDENTIAL
20. PARCEL# 04179-005-000 OWNER: WILLIAM WHARTON LAND USE: RIGHT-OF-WAY ZONING: AG
21. PARCEL# 04178-001-000 OWNER: WILLIAM WHARTON LAND USE: MISC. RESIDENCE ZONING: PLANNED DEVELOPMENT
22. PARCEL# 04178-002-000 OWNER: WILLIAM WHARTON LAND USE: VACANT ZONING: RESIDENTIAL
23. PARCEL# 04171-001-000 OWNER: HOLLOWAY PAUL H BETTE L LIFE ESTATE LAND USE: DAIRIES/FEEDLTS ZONING: RESIDENTIAL SINGLE FAMILY ESTATE

PERPENDICULAR DISTANCES FROM THE CENTER OF THE PROPOSED TOWER TO THE PARENT TRACT BOUNDARY LINES:

NORTH	**415'±**
EAST	**167'±**
NORTH EAST:	**220'±**
SOUTH:	**587'±**
SOUTH EAST:	**390'±**
WEST:	**168' ±**

LEGEND:

R INDICATES RESIDENCE
B INDICATES BARN OR SHED

NOTE:
STRUCTURES ON ADJOINING PROPERTIES WERE LOCATED FROM AERIAL PHOTOGRAPHS OBTAINED FROM WWW.LABINS.ORG. DISTANCES TO STRUCTURES FROM THE PROPOSED TOWER ARE APPROXIMATE.

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FL 32202
PHONE: (904) 880-8887
FAX: (904) 880-8872

DGI DYNAN GROUP Inc.
CIVIL ENGINEERS AND LAND SURVEYORS

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SCALE: 1"=300'

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REVISIONS

NO.	DESCRIPTION	DATE

GERALD ANTHONY HULLOWAY LICENSE NO. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NO.
DESIGNED
DRAWN
CHECKED
DATE
CAD FILE: SENDTOSLOWG/134-210-00

11/2/10
GERALD A. HULLOWAY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

ZONING MASTER PLAN

SHEET NUMBER

C1.40

NOTE:
ALL AIRSTRIPS WITHIN 1 MILE FROM PROPOSED TOWER ARE SHOWN ON MAP.

Professional Engineering Certificate of Authorization No.: EB 7793

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1800
JACKSONVILLE, FL 32202
PHONE: (904) 860-6667
FAX: (904) 860-6672

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DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS

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SCALE: 1"= 1/4 MILE

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REVISIONS

NO.	DESCRIPTION	DATE

GERALD ANTHONY MULDOWNEY
LICENSE
No. 43365
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DESIGNED: MB
DRAWN:
CHECKED:
CAD FILE: I:\DATA\DRAWING\134-210-00

11/24/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO.: 43365

JOB INFORMATION

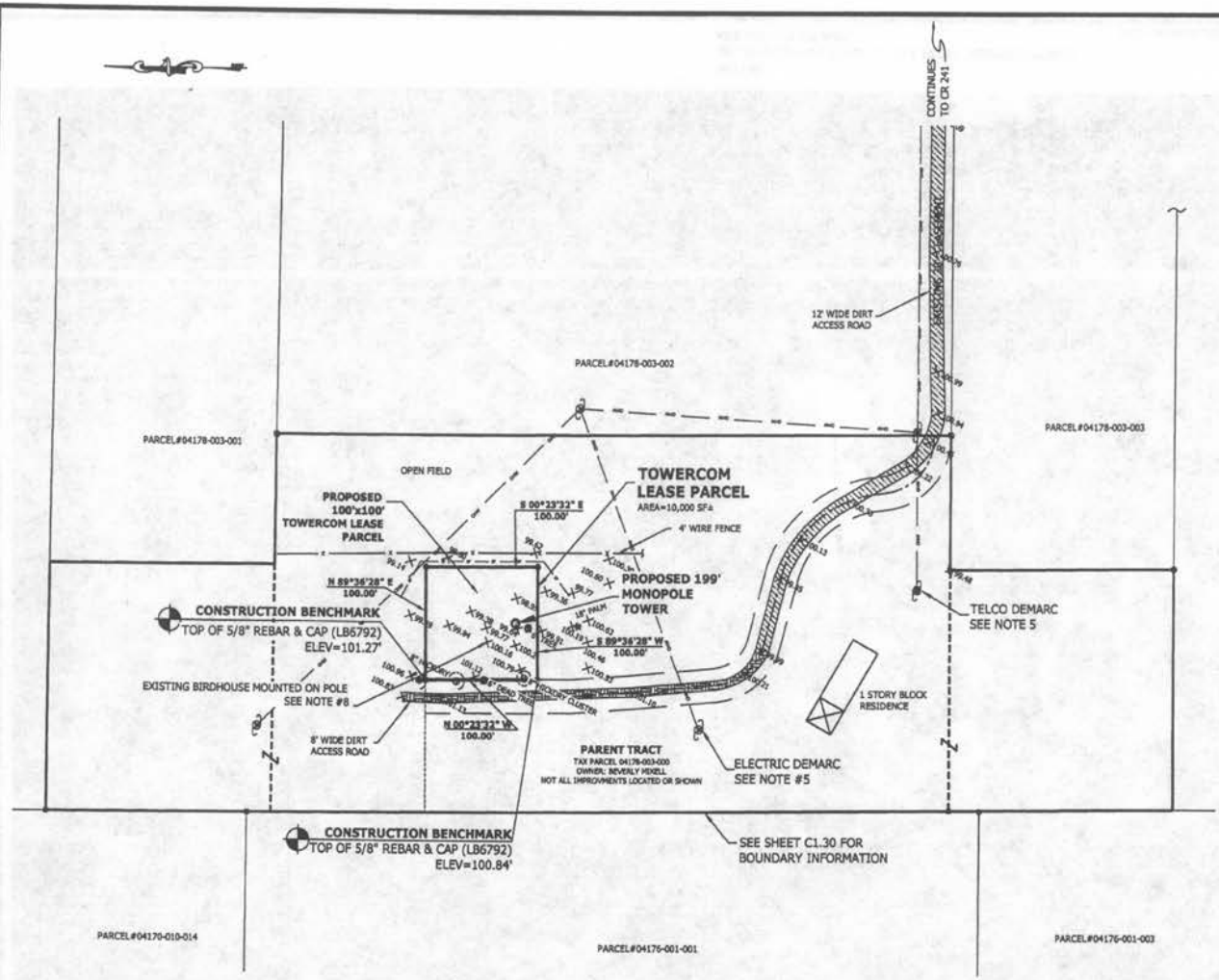
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

FDOT AIRSTRIP LOCATION MAP

SHEET NUMBER

C1.50



NOTES:

1. SEE LEGEND, NOTES AND ABBREVIAIONS, SHEET C1.00, C1.10.
2. INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSEVATIONS PERFORMED BY DYNAN GROUP, INC., DATED MAY 17, 2010.
3. THE CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE AND DEPOSIT OFF-SITE AT AN APPROVED LOCATION.
4. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING ABOVE GROUND AND UNDERGROUND IMPROVEMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE AND ANY OTHER UTILITY COMPANY HAVING JURISDICTION OVER THE PROPOSED DEVELOPMENT.
6. ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED VERICAL DATUM.
7. BENCHMARKS SHOWN HEREON ARE BASED ON AN ASSUMED VERTICAL DATUM AND ARE FOR THE EXPRESS USE OF THE CONTRACTOR WHILE PERFORMING WORK ON THIS PROJECT.
8. CONTRACTOR TO RELOCATE BIRDHOUSE TO NEW LOCATION AS SPECIFIED BY OWNER.

LEGEND:

- X99.38 — INDICATES EXISTING SPOT ELEVATION
- ● — INDICATES TREE TO BE REMOVED

TOTAL TREES TO BE REMOVED:
1 - 6" DEAD TREE
1 - 6" TREE (UNIDENTIFIED)

Professional Engineering Certificate of Authorization No.: EB 7793

TOWERCOM III, L.L.C.
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DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS

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SCALE: 1"=100'

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REVISIONS

NO.	DESCRIPTION	DATE

DESIGNED:
DRAWN:
CHECKED:
DATE: 05-25-10
JOB NO.: 134-210-00
PATH: C:\DGI\TCIII\DWG\134-210-00

GERALD ANTHONY MULDOWNEY LICENSE No. 49356 STATE OF FLORIDA PROFESSIONAL ENGINEER

6/23/10

GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO.: 49356

JOB INFORMATION

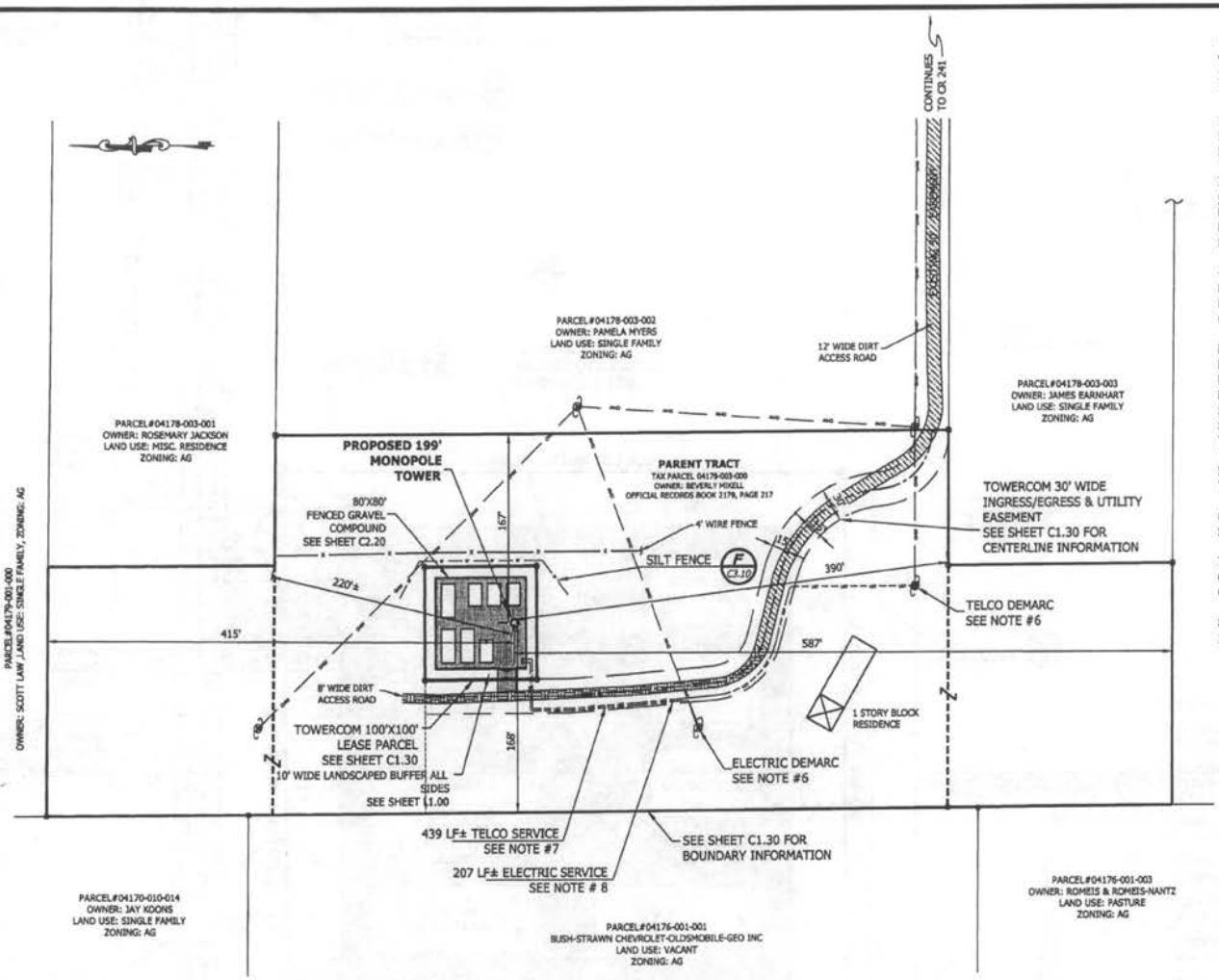
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

EXISTING FEATURES & DEMO PLAN

SHEET NUMBER

C2.00



NOTES:

1. SEE LEGEND, ABBREVIATIONS AND GENERAL NOTES ON SHEET T1.00, C1.00 & C1.10.

2. TOWER LATITUDE, LONGITUDE AND ELEVATION WERE ESTABLISHED BY DIFFERENTIAL G.P.S. AND MEET FAA "2-C" ACCURACY REQUIREMENTS.

3. PROPOSED 199' SELF-SUPPORT TOWER.
CENTER OF TOWER:
LATITUDE: **29° 41' 16.5"** N
LONGITUDE: **82° 30' 06.6"** W
ELEVATION: 96' NGVD 1929

4. THE PERPENDICULAR DISTANCES FROM THE CENTER OF THE PROPOSED TOWER TO THE PARENT TRACT BOUNDARY LINES WERE ESTABLISHED BY FIELD MEASUREMENTS PERFORMED BY DYNAN GROUP:

NORTH	415'±
NORTH WEST:	415'±
EAST	167'±
NORTH EAST:	220'±
SOUTH:	587'±
SOUTH EAST:	390'±
WEST:	168' ±

5. REGRADE AND IMPROVE EXISTING DIRT ROAD SURFACE AS NEEDED TO FACILITATE CONSTRUCTION AND SITE ACCESS.

6. CONTRACTOR TO COORDINATE UTILITY CONNECTIONS WITH LOCAL SERVICE PRIOR TO BIDDING PROJECT.

7. 439 LF± UNDERGROUND TELCO SERVICE IN 2-4" SCH 40 PVC CONDUIT WITH 200 lbs PULL LINE. INSTALL IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.

8. 207 LF± UNDERGROUND ELECTRIC IN 2-4" SCH 40 PVC CONDUIT. INSTALL IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.

LEGEND:

=302.6	INDICATES PROPOSED ELEVATION
X	INDICATES TREE TO BE REMOVED

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

Professional Engineering Certificate of Authorization No.: EB 7793

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PHONE: 352-378-1321
FAX: 352-378-1674

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REVISIONS

NO.	DESCRIPTION	DATE

APPROVALS

BY:	DATE:
PROJ. MANAGER:	
PROPERTY OWNER:	

DESIGNED:	JAE
DRAWN:	RCW
CHECKED:	GAM
DATE:	05-25-10
JOB NUMBER:	134-210-00
FILE:	/ENG/TC3S/DWG/134-210-00

6/24/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

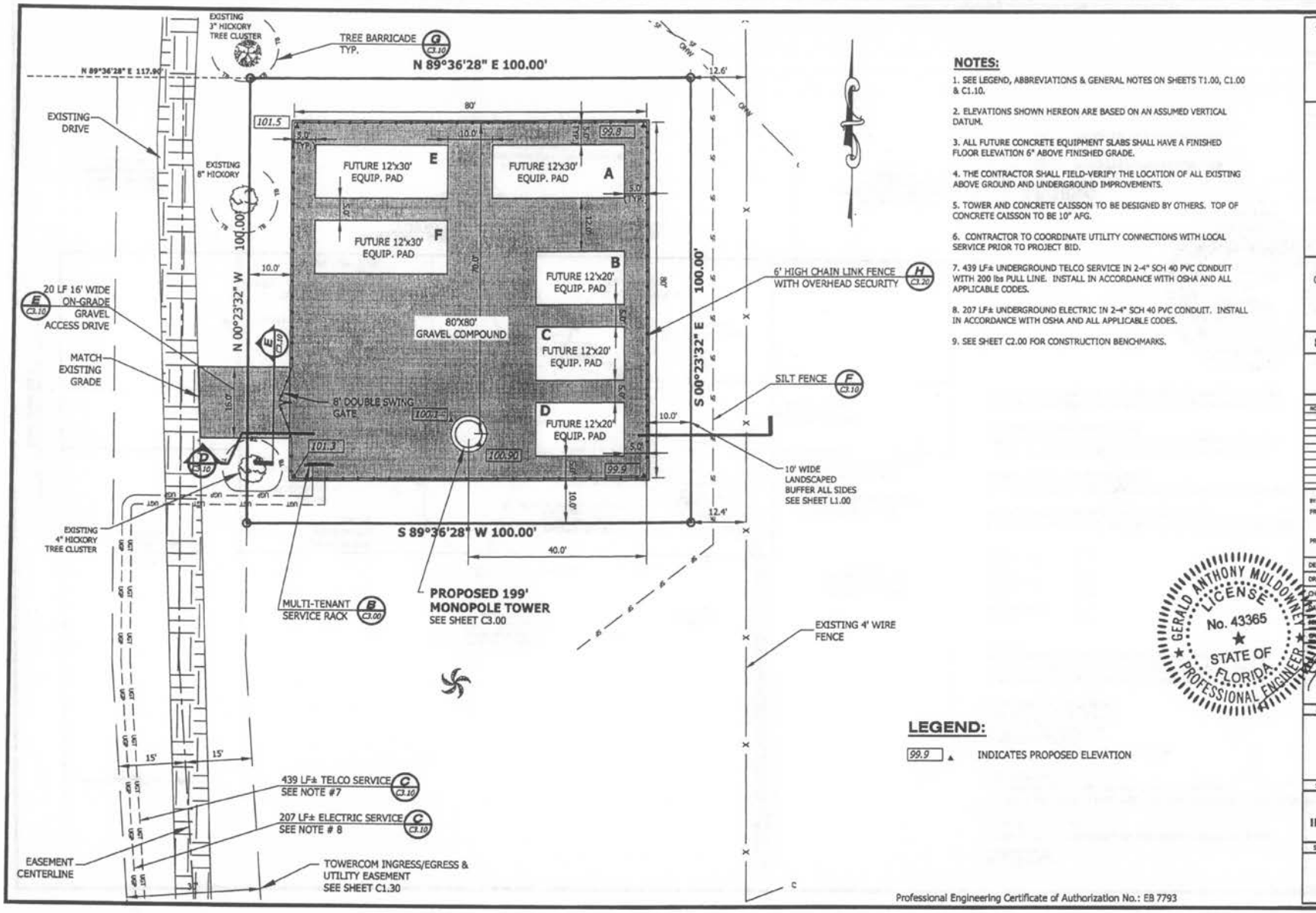
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

MASTER SITE PLAN

SHEET NUMBER

C2.10



NOTES:

1. SEE LEGEND, ABBREVIATIONS & GENERAL NOTES ON SHEETS T1.00, C1.00 & C1.10.
2. ELEVATIONS SHOWN HEREON ARE BASED ON AN ASSUMED VERTICAL DATUM.
3. ALL FUTURE CONCRETE EQUIPMENT SLABS SHALL HAVE A FINISHED FLOOR ELEVATION 6" ABOVE FINISHED GRADE.
4. THE CONTRACTOR SHALL FIELD-VERIFY THE LOCATION OF ALL EXISTING ABOVE GROUND AND UNDERGROUND IMPROVEMENTS.
5. TOWER AND CONCRETE CAISSON TO BE DESIGNED BY OTHERS. TOP OF CONCRETE CAISSON TO BE 10" AFG.
6. CONTRACTOR TO COORDINATE UTILITY CONNECTIONS WITH LOCAL SERVICE PRIOR TO PROJECT BID.
7. 439 LF± UNDERGROUND TELCO SERVICE IN 2-4" SCH 40 PVC CONDUIT WITH 200 lbs PULL LINE. INSTALL IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.
8. 207 LF± UNDERGROUND ELECTRIC IN 2-4" SCH 40 PVC CONDUIT. INSTALL IN ACCORDANCE WITH OSHA AND ALL APPLICABLE CODES.
9. SEE SHEET C2.00 FOR CONSTRUCTION BENCHMARKS.

LEGEND:

99.9 ▲ INDICATES PROPOSED ELEVATION

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

Professional Engineering Certificate of Authorization No.: EB 7793

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PHONE: 352-378-1511
FAX: 352-378-4676

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REVISIONS

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APPROVALS

BY: DATE:

PROJ. MANAGER:

PROPERTY OWNER:

DESIGNED:	JAE
DRAWN:	RCW
CHECKED:	GAM
DATE:	05-25-10
JOB NUMBER:	134-210-00
CAD FILE:	/ENG/TC3D/DWG/134-210-00

GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

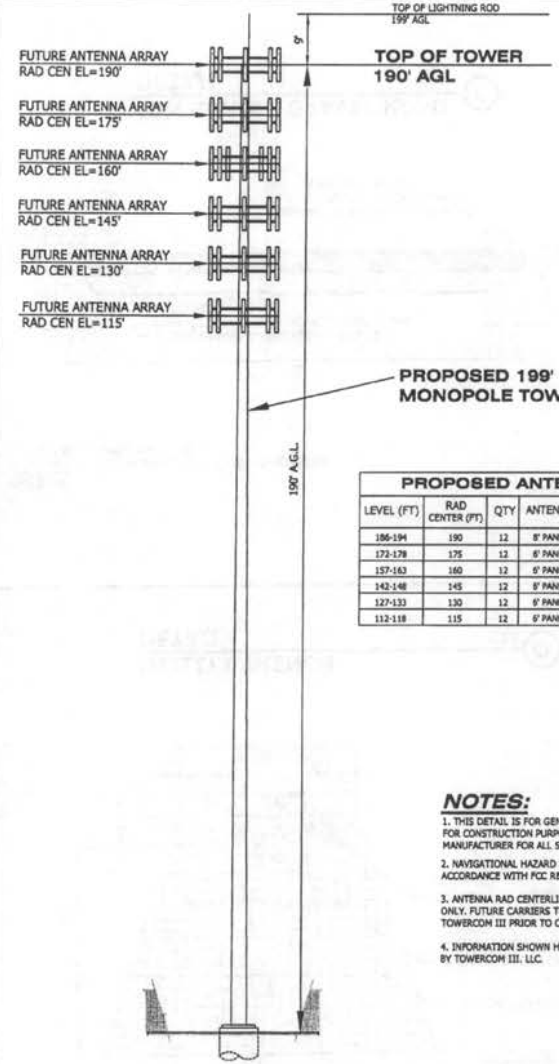
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

PROPOSED IMPROVEMENTS

SHEET NUMBER

C2.20



PROPOSED ANTENNA LOADING

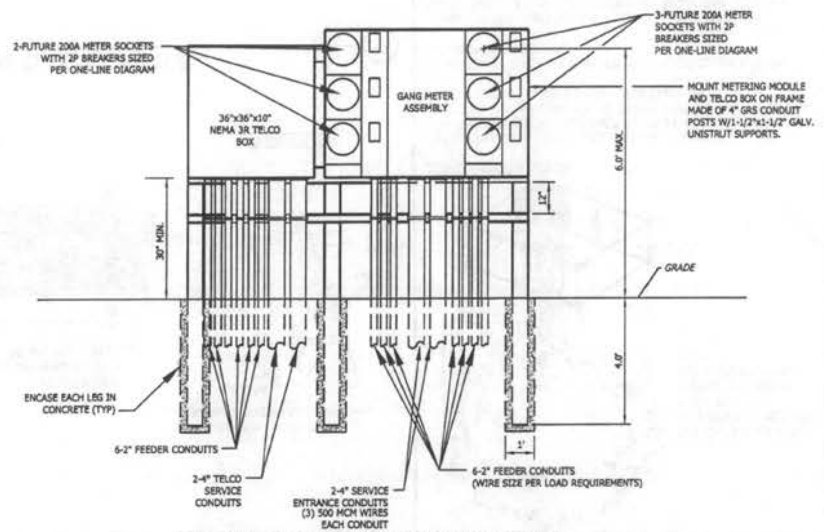
LEVEL (FT)	RAD CENTER (FT)	QTY	ANTENNA	QTY	TRANS. LINE	TENANT
186-194	190	12	8' PANEL	24	1 5/8"	FUTURE TENANT
172-178	175	12	6' PANEL	12	1 5/8"	FUTURE TENANT
157-163	160	12	6' PANEL	12	1 5/8"	FUTURE TENANT
142-148	145	12	8' PANEL	12	1 5/8"	FUTURE TENANT
127-133	130	12	6' PANEL	12	1 5/8"	FUTURE TENANT
112-118	115	12	6' PANEL	12	1 5/8"	FUTURE TENANT

MONOPOLE TOWER ELEVATION VIEW

N.T.S. (A)

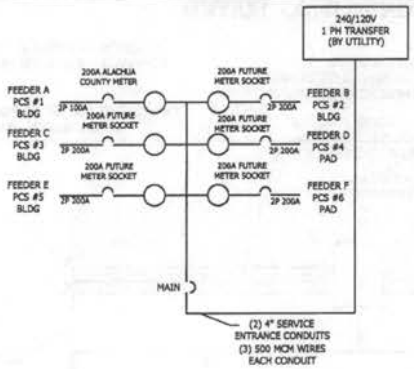
NOTES:

1. THIS DETAIL IS FOR GENERAL INFORMATION ONLY AND NOT FOR CONSTRUCTION PURPOSES. REFER TO TOWER MANUFACTURER FOR ALL SPECIFICATIONS AND DETAILS.
2. NAVIGATIONAL HAZARD LIGHTING IS NOT REQUIRED IN ACCORDANCE WITH FCC REGULATIONS.
3. ANTENNA RAD CENTERLINES ARE SHOWN FOR REFERENCE ONLY. FUTURE CARRIERS TO VERIFY AVAILABLE RCL'S WITH TOWERCOM III PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY TOWERCOM III. LLC.



METER CENTER RACK & H-FRAME DETAIL

N.T.S. (B)



ONE LINE DIAGRAM

N.T.S.

SITE UTILITIES NOTES:

1. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK/MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL WIRES, CABLES, PULL BOXES, CONCRETE ENCASEMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACKFILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.
2. ELECTRICAL CONTRACTOR SHALL VERIFY EXACT ROUTE OF ELECTRICAL AND TELCO CONDUITS.
3. INSTALL (2) 5/8"x8' CW GROUND RODS (MIN. 8' O.C.)
4. CONNECT METER ENCLOSURE AND RACK TO GROUND RODS WITH #2 BARE COPPER.
5. BOND TELCO BOX TO GROUND WITH MIN. #2 BARE COPPER.
6. MODULAR METER PACKAGE SHALL HAVE A MINIMUM IAC RATING OF 42 kA AT 240V.
7. ALL HARDWARE TO BE "HOT DIPPED" GALVANIZED STEEL OR STAINLESS STEEL.
8. THIS DETAIL PROVIDED BY TOWERCOM AND IS FOR GENERAL INFORMATION PURPOSES. SEE ELECTRICAL PLAN FOR CONSTRUCTION SPECIFICATIONS.

CONSULTANT:
TowerCom III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FLORIDA 32202
PHONE: (904)-880-8867
FAX: (904)-880-8872

Professional Engineering Certificate of Authorization No.: EB 7793

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
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JACKSONVILLE, FL 32202
PHONE: (904) 880-8867
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DGI
DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
6550 N.W. 23rd STREET, SUITE H
GAINESVILLE, FLORIDA 32653
PHONE: 352-378-1511
FAX: 352-378-1678

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REVISIONS

NO.	DESCRIPTION	DATE

APPROVALS

BY:	DATE:
PROJ. MGR:	
ENGINEER:	
DRAWN:	JAE
CHECKED:	GAM
DATE:	6/2015
JOB NUMBER:	
FILE:	

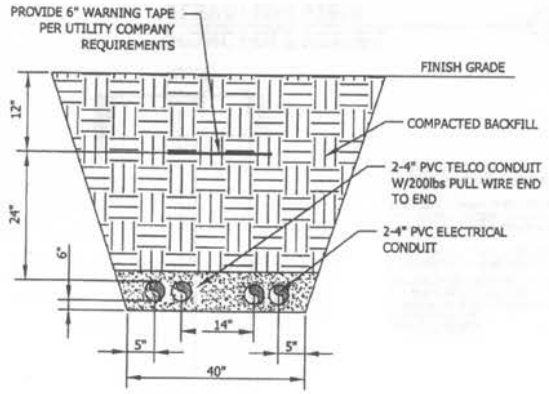
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

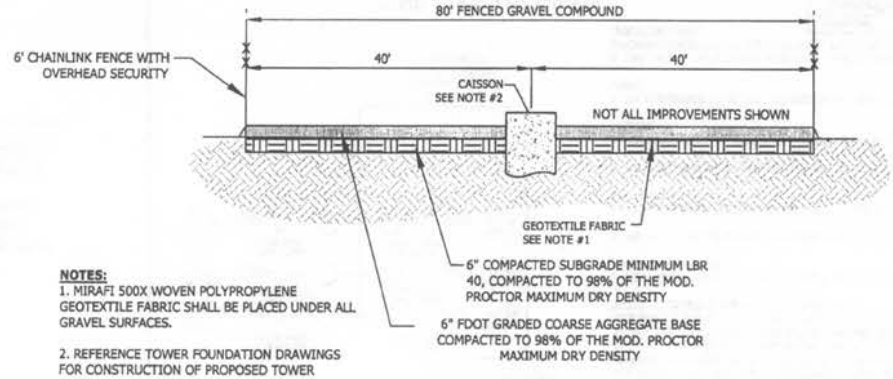
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE
TOWER ELEVATION & DETAILS

SHEET NUMBER
C3.00



UTILITY TRENCH DETAIL (C) N.T.S.

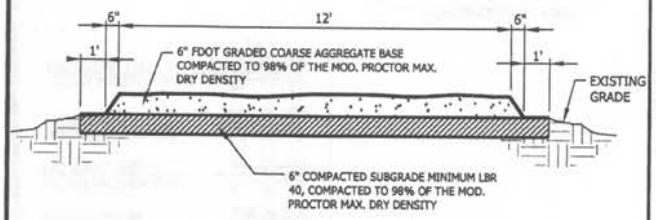


NOTES:
1. MIRAFI 500X WOVEN POLYPROPYLENE GEOTEXTILE FABRIC SHALL BE PLACED UNDER ALL GRAVEL SURFACES.

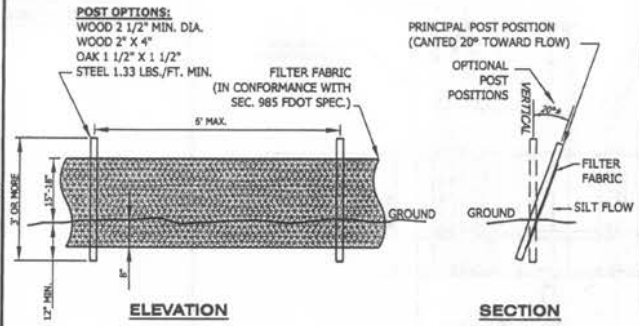
2. REFERENCE TOWER FOUNDATION DRAWINGS FOR CONSTRUCTION OF PROPOSED TOWER CAISSON.

GRAVEL COMPOUND SECTION (D) N.T.S.

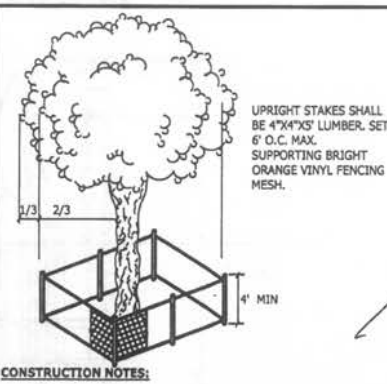
NOTES:
1. EXCAVATED MATERIAL SHALL BE REMOVED AND DEPOSITED OFF-SITE AT AN APPROVED LOCATION.



"ON GRADE" GRAVEL ROAD DETAIL (E) N.T.S.



F.D.O.T. TYPE III SILT FENCE DETAIL (F) N.T.S.



CONSTRUCTION NOTES:

(1) TREE BARRICADE SHOULD BE INSTALLED PRIOR TO ANY SITE CONSTRUCTION(CLEARING, GRADING, ETC.) AND SHALL REMAIN UNTIL CONSTRUCTION IS COMPLETE. NO STORING OF FILL DIRT OR BUILDING MATERIALS IS ALLOWED WITHIN THE BARRICADES.

(2) BARRIERS TO REMAIN IN PLACE UNTIL PROJECT COMPLETION, INCLUDING LANDSCAPING.

(3) ALL ROOTS LARGER THAN 1" ENCOUNTERED DURING SITE EXCAVATION SHALL BE CUT CLEANLY AND RECOVERED WITH SOIL.

TREE BARRICADE DETAIL (G)

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FL 32202
PHONE: (904) 880-0887
FAX: (904) 880-0872

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CIVIL ENGINEERING AND LAND SURVEYING

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REVISIONS

NO.	DESCRIPTION	DATE

APPROVALS

BY: DATE:

PROJ. MANAGER:

PROPERTY OWNER:

DESIGNED: MJB

DRAWN: MJW

CHECKED: GAM

DES. NUMBER: 04-210-00

JOB NUMBER:

CAD FILE / DISK:

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

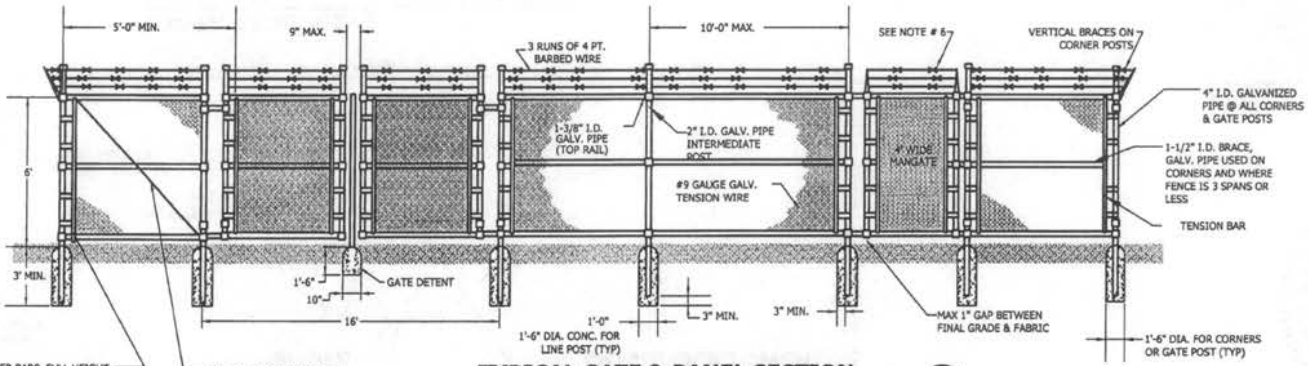
SHEET TITLE

ENGINEERING DETAILS

SHEET NUMBER

C3.10

ANTHONY MUTCHLER LICENSE No. 43365 STATE OF FLORIDA



TYPICAL GATE & PANEL SECTION DETAIL

NTS (H)

1. SCOPE:
1.1 THIS SECTION COVERS THE REQUIREMENTS FOR THE MATERIALS AND THE CONSTRUCTION OF SITE FENCING, ACCESS ROAD GATES AND CATTLE GUARDS. SEE SITE PLAN AND DRAWINGS FOR DETAILS.

2. SPECIAL REQUIREMENTS
2.1 ALL WIRE, FABRIC, FITTINGS, HARDWARE AND STEEL MEMBERS USED FOR SITE AREA FENCING, AND ACCESS ROAD GATES SHALL BE HOT DIPPED GALVANIZED OR OTHER APPROVED NON-CORROSIVE MATERIAL.
2.2 ALL NON-CORROSIVE MATERIAL SHALL BE APPROVED BY THE TOWERCOM III, .L.L.C. PROJECT MANAGER.
2.3 ANY DAMAGE TO GALVANIZING OR NON-CORROSIVE COATING DURING CONSTRUCTION SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S RECOMMENDED METHODS.

3. FENCE POSTS
3.1 LOCATION OF CORNER POSTS SHALL BE DETERMINED FROM STAKES AND PROPERTY PINS INSTALLED BY THE REGISTERED LAND SURVEYOR UNDER CONTRACT TO TOWERCOM III, .L.L.C. IF THE STAKES ARE NOT PRESENT OR DO NOT CONFORM TO THE SITE PLAN, CONSULT WITH THE TOWERCOM III, .L.L.C. PROJECT MANAGER.
3.2 CORNERS AND GATE POST FOR SITE SHALL BE 4" (INSIDE DIA.) GALVANIZED PIPE. LINE POST SHALL BE 2" (INSIDE DIA.) GALVANIZED PIPE.
3.3 CORNER POSTS SHALL BE SET WITHIN ONE INCH (1") OF DIMENSIONS INDICATED ON THE SITE PLAN.
3.4 FENCE POSTS SHALL BE VERTICALLY PLUMB IN ALL PLANES WITHIN 1/2 INCH (1/2").
3.5 CORNER POST FOUNDATIONS SHALL BE A MINIMUM THREE FEET (3') DEEP OR SIX INCHES (6") BELOW THE FROST LINE, WHICHEVER IS GREATER, WITH MINIMUM THREE INCH (3") CLEARANCE BETWEEN BOTTOM OF POST AND BOTTOM OF THE HOLE.
3.6 CORNER POST FOUNDATION FOR LINE POSTS SHALL BE 12 INCHES (12") IN DIAMETER. CORNER POST FOUNDATION FOR GATE AND CORNER POSTS SHALL BE 18 INCHES (18") IN DIAMETER.
3.7 CORNER POSTS AND GATE POSTS SPACING SHALL BE EQUAL WITH A TWELVE FOOT (12') MAXIMUM SPACING. GATE POST SPACING AND SPECIFIC LOCATIONS SHALL BE IN ACCORDANCE WITH SITE PLAN AND SHALL BE VERIFIED WITH TOWERCOM III, .L.L.C.. PROJECT MANAGER.
3.8 ALL POSTS EXCEPT GATE POSTS SHALL BE CAPPED WITH A COMBINATION CAP AND BARB WIRE SUPPORTING ARM. GATE POSTS SHALL BE TWELVE INCHES (12") HIGHER THAN CORNER OR LINE POSTS TO PROVIDE FOR TERMINATION OF BARBED WIRE. GATE POSTS SHALL BE CAPPED WITH STANDARD CAP.
3.9 ALL CORNER, GATE AND END PANELS SHALL HAVE MINIMUM 3/8" DIAMETER DIAGONAL TRUSS RODS WITH TURNBUCKLES. HORIZONTAL BRACE RODS, 1-1/2 " INSIDE DIMENSION PIPE, SHALL BE INSTALLED BETWEEN POSTS.
3.10 A TOP RAIL (1-3/8" I.D.) GALVANIZED PIPE SHALL BE INSTALLED BETWEEN POSTS.
3.11 ALL FOUR CORNERS POSTS AND BOTH GATE POSTS SHALL BE CONNECTED TO THE SITE GROUNDING SYSTEM (REFER TO GROUNDING SYSTEM STANDARD).

4. FABRIC
4.1 FENCE FABRIC SHALL BE SIX FOOT (6') HIGH, UNLESS OTHERWISE SPECIFIED, #9 GAUGE, GALVANIZED CHAIN LINK FABRIC WITH TWISTED TOP SELVAGE AND KNUCKLED BOTTOM SELVAGE.
4.2 FABRIC SHALL BE TENSIONED PER MANUFACTURER'S RECOMMENDATIONS TO PRESENT A NEAT APPEARANCE. A MAXIMUM THREE INCH (3") GAP SHALL BE PERMITTED BETWEEN FABRIC AND FINAL GRADE.
4.3 FABRIC SHALL BE SECURED AT CORNER AND GATE POSTS USING STRETCHER BARS AND TENSION BAND CLIPS.
4.4 FABRIC SHALL BE SECURED TO THE TOP RAIL AND BRACE RODS USING TIE CLIPS.
4.6 THREE (3) RUNS OF 4-POINT GALVANIZED BARBED WIRE SHALL BE INSTALLED ALONG TOP OF FENCE. BARBED WIRE SHALL BE TENSIONED PER MANUFACTURER'S RECOMMENDATIONS TO PRESENT A NEAT APPEARANCE.

5. GATE
5.1 LOCATION OF GATE SHALL CONFORM TO THE SITE PLAN. GATE SIZE SHALL BE A MINIMUM TWELVE FEET (12') ACROSS.
5.2 ALL JOINTS BETWEEN TUBULAR GATE MEMBERS SHALL BE WELDED OR HEAVY FITTINGS PROVIDING RIGID AND WATERTIGHT CONNECTIONS.
5.3 GATE HINGES SHALL PROVIDE FOR 180 DEGREE RADIUS GATE SWING. ALL HINGE NUTS SHALL BE ON THE INSIDE AND DOUBLE-NUT TO DETER UNAUTHORIZED ENTRY.
5.4 PLUNGER BAR-TYPE GATE LATCH SHALL BE INSTALLED ON DOUBLE GATES AND SHALL FUNCTION PROPERLY. PLUNGER BAR LENGTH SHALL BE THE SAME HEIGHT AS THE GATE. A NON-CLOGGING GATE DETENTION ADAPTABLE TO THE PLUNGER BAR SHALL BE INSTALLED AND SHALL FUNCTION PROPERLY.
5.5 GATE STOPS SHALL BE INSTALLED AND SHALL HOLD GATE IN "OPEN" POSITION.
5.6 BARBED WIRE GUARD SHALL BE INSTALLED ON TOP OF GATES. ADEQUATE CLEARANCE SHALL BE MAINTAINED TO ALLOW GATE OPERATION.
5.7 GATE SHALL BE INSTALLED PLUMB AND SHALL OPEN AND CLOSE FREELY.
5.8 GATE POSTS SHALL NOT BE SHARED AS A CORNER POST.

6. MANGATE
6.1 A 4' WIDE MANGATE TO BE INSTALLED AT OWNERS DISCRETION AND PER OWNERS INSTRUCTIONS AS TO LOCATION.

NOTE: IN MOST CASES, FINAL GRADE IS APPLIED PRIOR TO FENCE INSTALLATION. THEREFORE; ALL SPOILS REMOVED TO INSTALL THE FENCE POSTS AND FENCE ACCESSORIES SHALL BE PLACED ON PLASTIC OR OTHER MEANS TO PREVENT DEBRIS FROM BLEMISHING SITE ESTHETICS. REMOVAL OF MATERIAL SHALL BE THE RESPONSIBILITY OF THE FENCE CONTRACTOR INCLUDING ANY EXCESS FENCE MATERIAL.

1" BORDER - 3" RADII
COLOR:
BACKGROUND - WHITE
LEGEND AND BORDER - BLACK
ALL LETTERS 1 1/2" SERIES C
PER FDOT INDEX NUMBER 17355
1" SPACING BETWEEN LINES OF TEXT

TELECOMMUNICATIONS SIGN DETAIL

NTS (I)

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FL 32202
PHONE: (904) 880-8887
FAX: (904) 880-8872

DGI
DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
6230-A N.W. 23rd STREET, SUITE 14
GAINESVILLE, FLORIDA 32653
PHONE: 352-376-3311
FAX: 352-376-4078

SCALE VERIFICATION
0 — 1"
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NOT TO SCALE

THIS DRAWING MAY NOT BE COPIED OR REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF DYNAN GROUP, INC.

REVISIONS

NO.	DESCRIPTION	DATE

ANTHONY MULDOWNEY LICENSE No. 43366 STATE OF FLORIDA PROFESSIONAL ENGINEER
GERALD A. MULDOWNEY

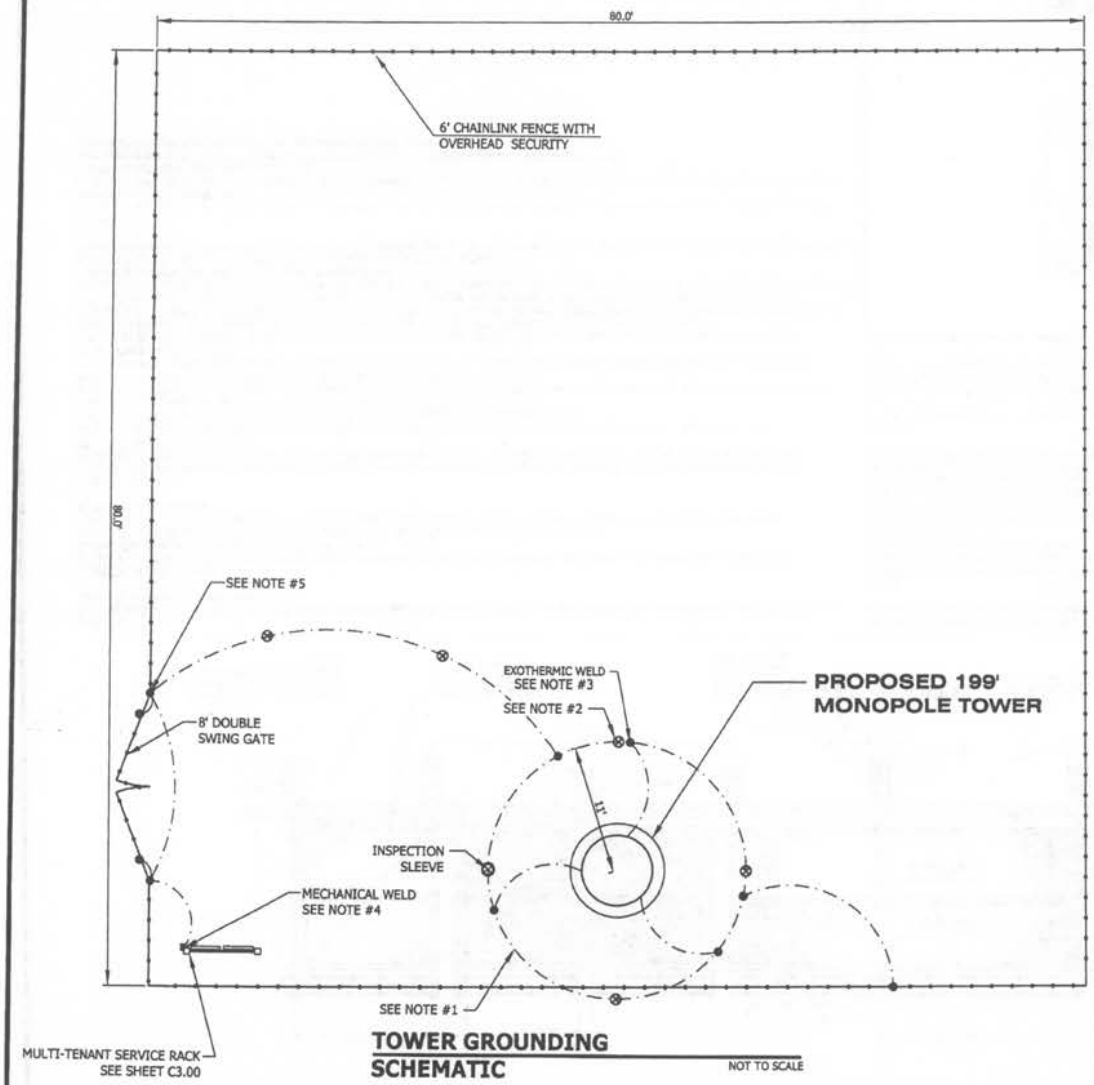
DATE:
PROPERTY OWNER:
DESIGNED: JAE
DRAWN: ROW
CHECKED: GAM
APPROVED:
PROJECT NUMBER: 134-210-00
DRAWING NUMBER: 134-210-00

6/24/10
GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43366

JOB INFORMATION
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE
FENCE DETAILS

SHEET NUMBER
C3.20



TOWER GROUNDING SCHEMATIC

NOT TO SCALE

NOTES:

1. #2 SOLID TINNED COPPER WIRE.
2. 5/8" x 8' COPPER RODS.
3. ALL CONNECTIONS TO BE CADWELDED.
4. CONNECT GROUND SYSTEM TO H-FRAME POST.
5. CONNECT TOWER GROUND RING TO GATE POST.

LEGEND:

- ⊗ 5/8" COPPER CLAD STEEL GROUND ROD WITH INSPECTION SLEEVE
- ⊗ 5/8" COPPER CLAD STEEL GROUND ROD
- ● EXOTHERMIC WELL
- #2 SOLID TINNED COPPER WIRE

GERALD ANTHONY MULDOWNEY LICENSE No. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

CONSULTANT:
TowerCom III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 1600
JACKSONVILLE, FLORIDA 32202
PHONE: (904)-880-8887
FAX: (904)-880-8872

Professional Engineering Certificate of Authorization No.: EB 7793

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FAX: (904) 880-8872

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FAX: 352-376-4674

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REVISIONS

NO.	DESCRIPTION	DATE

APPROVALS

BY:	DATE:
PROJ. MANAGER:	
PROPERTY OWNER:	

DESIGNED:	JAE
DRAWN:	RCW
CHECKED:	GAM
DATE:	05-25-10
JOB NUMBER:	134-210-00
CAD FILE: /ENG/TC3I/DWG/134-210-00	

4/24/10

GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO.: 43365

JOB INFORMATION

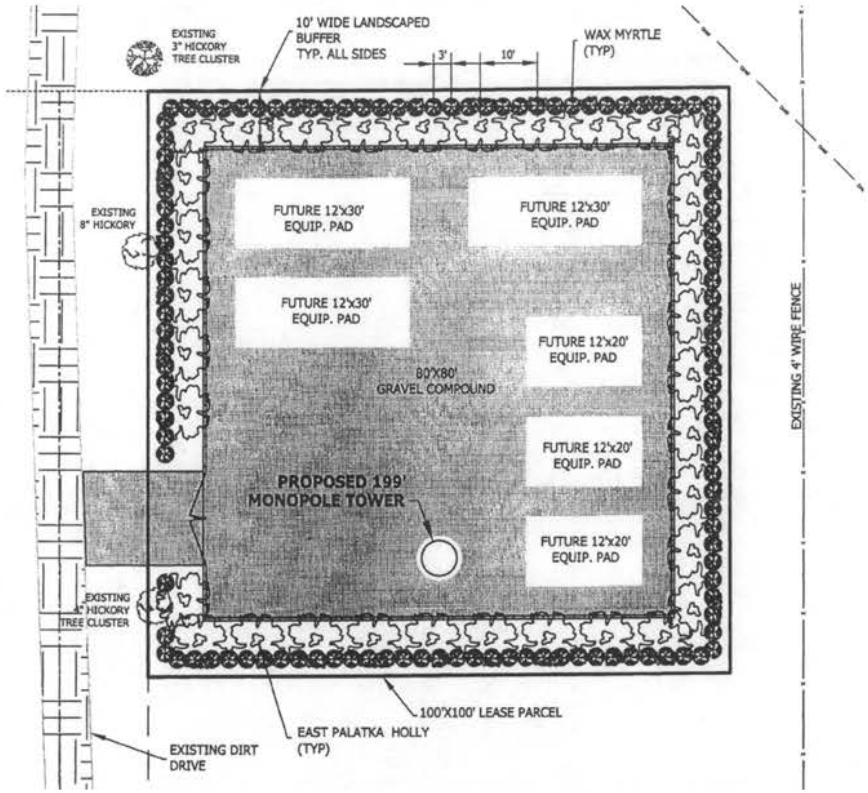
CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

GROUNDING PLAN

SHEET NUMBER

E1.00

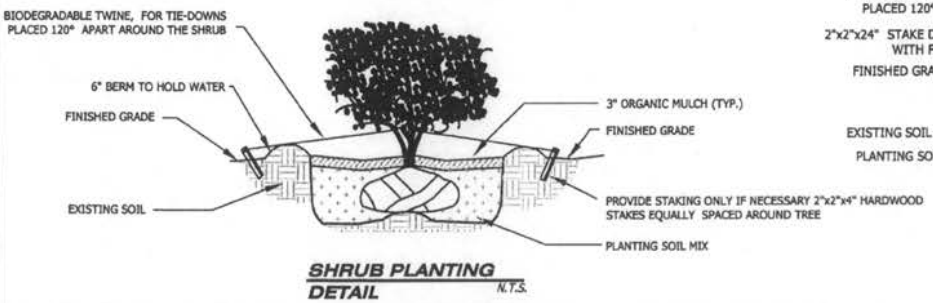


NOTES:

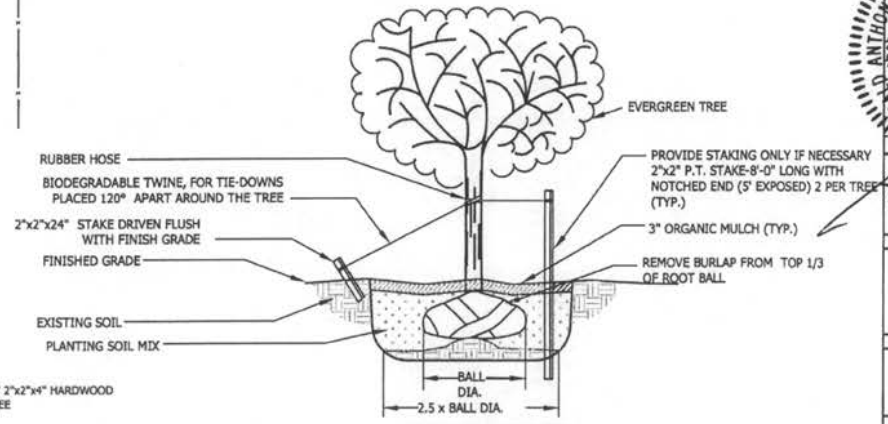
1. SEE GENERAL NOTES, LEGEND & ABBREVIATIONS ON SHEETS C1.10, C1.20 & C1.30.
2. LANDSCAPE IRRIGATION SHALL BE PROVIDED BY A WELL AND IRRIGATION SYSTEM.
3. THE OWNER ACKNOWLEDGES AND ACCEPTS THE RESPONSIBILITY TO MAINTAIN ALL LANDSCAPE PLANTING REQUIRED BY ALACHUA COUNTY. MAINTENANCE OF LANDSCAPING SHALL INCLUDE PROPER WATERING, FERTILIZATION, PRUNING, PEST CONTROL & REPLACEMENT OR REPLANTING IF NECESSARY.
4. ALL LANDSCAPING PLANTS SHALL BE PLANTED AT THE EXISTING GRADE.
5. MULCH WITH 3" MIN. ORGANIC MULCH NOT DERIVED FROM CYPRESS OR OTHER WETLAND SPECIES.
6. LANDSCAPE CONTRACTOR TO GUARANTEE AND MAINTAIN TREES AND SHRUBS FOR 180 DAYS
7. ALL TRIMMING OF EXISTING TREES TO BE PERFORMED BY LICENSED ARBORIST.
8. ALL NEW PLANT MATERIAL WILL BE FLORIDA GRADE #1 OR BETTER, HEALTHY, DISEASE FREE, AND PEST FREE.
9. ALL PROPOSED LANDSCAPING IS REQUIRED AND SHALL BE PROPERLY MAINTAINED TO ENSURE GOOD HEALTH & VITALITY.
10. SEED AND MULCH AND FERTILIZE ALL DISTURBED AREAS. SOD TO BE "CERTIFIED WEED-FREE".

PLANT SCHEDULE

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
32		TREE EAST PALATKA HOLLY	ILEX OPACA 'EAST PALATKA'	1-1/2" CAL 8' TALL	PLANT 4.0' FROM FENCE 10.0' MAX O.C.
118		SHRUB WAX MYRTLE	*ILLICIUN PARVIFLORUM (ANISE)*	24" MIN. HEIGHT AT PLANTING CAPABLE OF 36" WITHIN 18 MONTHS	PLANT 7.0' FROM FENCE CONTINUOUS HEDGE



SHRUB PLANTING DETAIL N.T.S.



TREE PLANTING DETAIL N.T.S.

Professional Engineering Certificate of Authorization No.: EB 7793

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DGI DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
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REVISIONS

NO.	DESCRIPTION	DATE

GERALD A. MULDOWNEY LICENSE NO. 43365 STATE OF FLORIDA PROFESSIONAL ENGINEER

DESIGNED:
DRAWN:
CHECKED:
DATE:
CERTIFICATE OF AUTHORIZATION NO. EB-210-00

GERALD A. MULDOWNEY
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION No.: 43365

JOB INFORMATION

CR 241
ALACHUA COUNTY, FLORIDA
199' MONOPOLE TOWER

SHEET TITLE

LANDSCAPE PLAN & DETAILS

SHEET NUMBER

L1.00

Sprint

The Now Network

Proposed Site JA80XC025A

10/10

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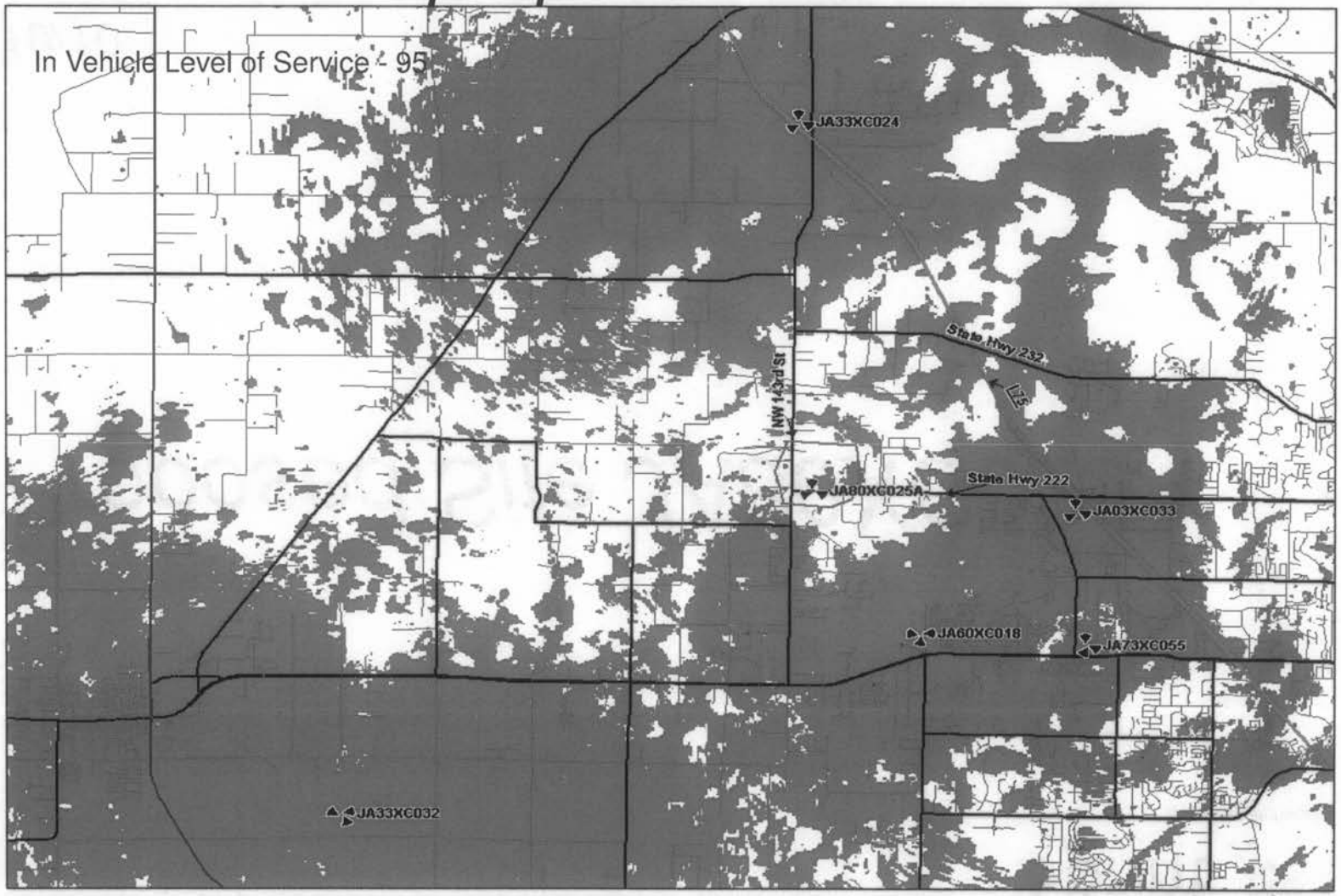
Area without proposed site



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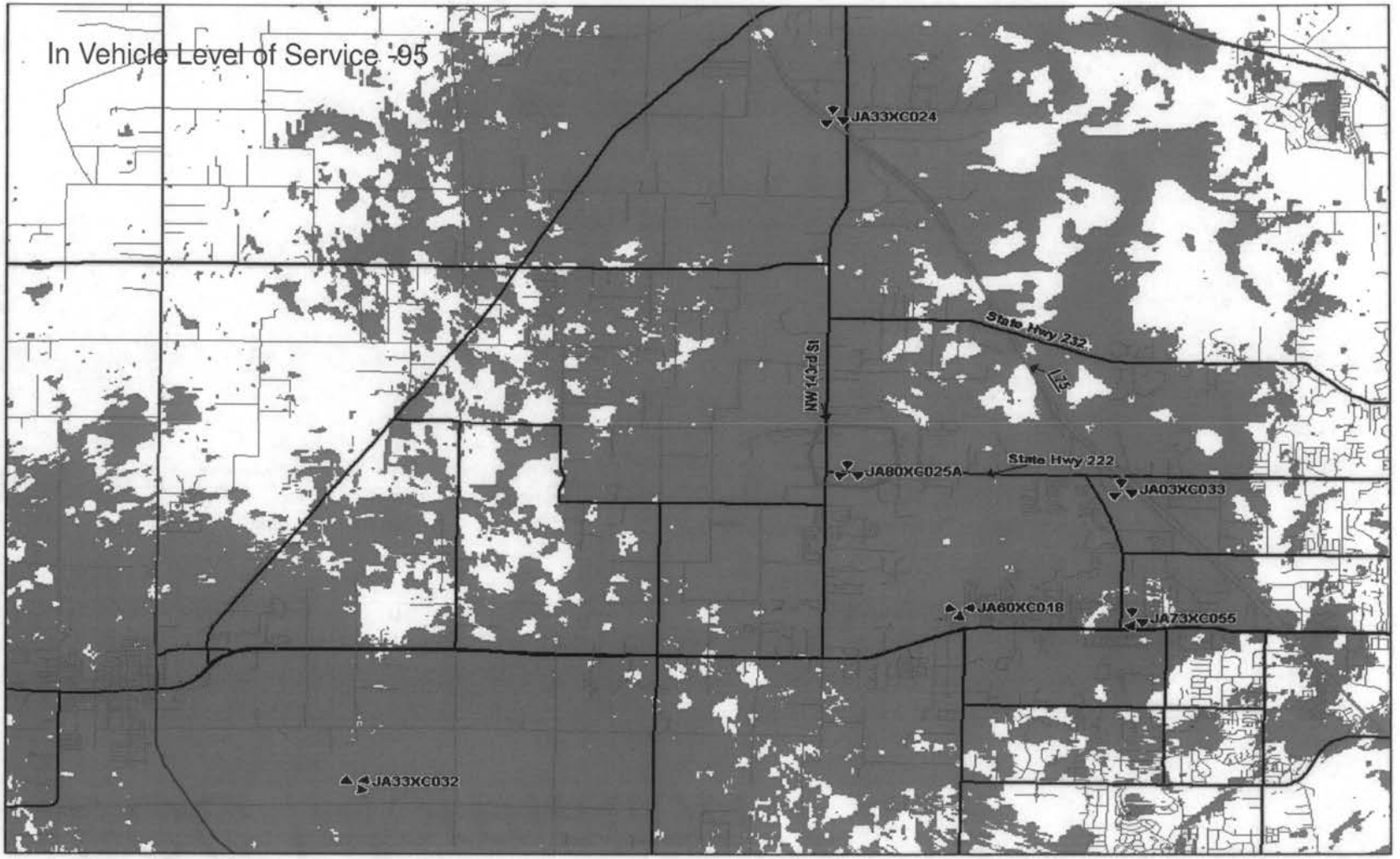
Area with JA80XC025



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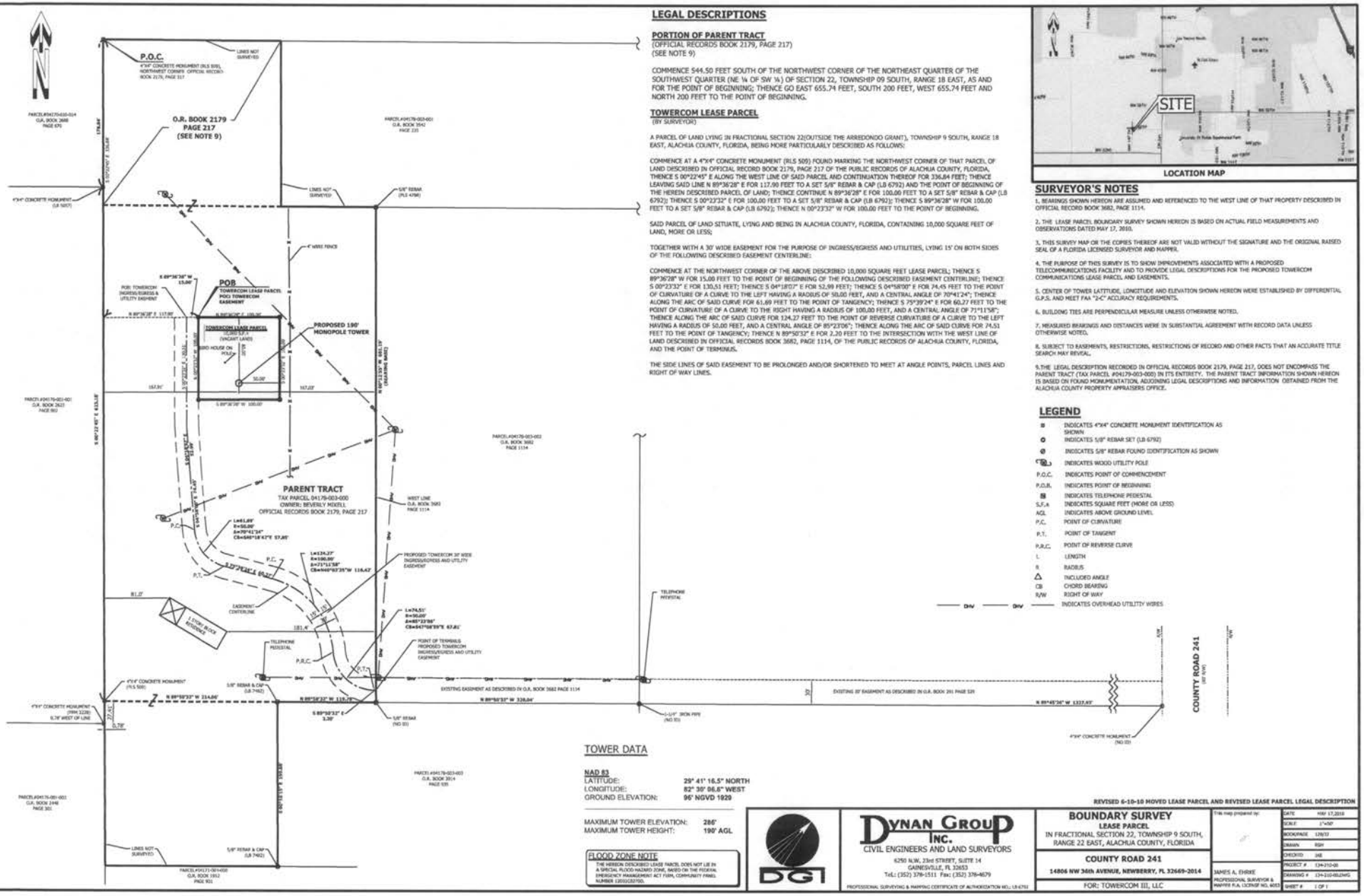
Sprint
The Now Network

FCC Information

County	State	BTA_Name	Description	License_Call Sign	Channels_Available	License_Entity_Name	Broadcast_SID
ALACHUA	FL	Gainesville	AD Blocks (Plus)	KNLH523 & WPXI486	225 250 275 300 325 350 375	SPRINTCOM, INC. & WIRELESSCO, L.P.	4654



LEGAL DESCRIPTIONS

PORTION OF PARENT TRACT
(OFFICIAL RECORDS BOOK 2179, PAGE 217)
(SEE NOTE 9)

COMMENCE 544.50 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ OF SW ¼) OF SECTION 22, TOWNSHIP 09 SOUTH, RANGE 18 EAST, AS AND FOR THE POINT OF BEGINNING; THENCE GO EAST 655.74 FEET, SOUTH 200 FEET, WEST 655.74 FEET AND NORTH 200 FEET TO THE POINT OF BEGINNING.

TOWERCOM LEASE PARCEL
(BY SURVEYOR)

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 22(OUTSIDE THE ARREDONDO GRANT), TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (RLS 509) FOUND MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2179, PAGE 217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE S 00°22'45" E ALONG THE WEST LINE OF SAID PARCEL AND CONTINUATION THEREOF FOR 336.84 FEET; THENCE LEAVING SAID LINE N 89°36'28" E FOR 117.90 FEET TO A SET 5/8" REBAR & CAP (LB 6792) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 89°36'28" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 00°23'32" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 89°36'28" W FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE N 00°23'32" W FOR 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ALACHUA COUNTY, FLORIDA, CONTAINING 10,000 SQUARE FEET OF LAND, MORE OR LESS;

TOGETHER WITH A 30' WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITIES, LYING 15' ON BOTH SIDES OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10,000 SQUARE FEET LEASE PARCEL; THENCE S 89°36'28" W FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE; THENCE S 00°23'32" E FOR 130.51 FEET; THENCE S 04°18'07" E FOR 52.99 FEET; THENCE S 04°58'00" E FOR 74.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 70°41'24"; THENCE ALONG THE ARC OF SAID CURVE FOR 61.69 FEET TO THE POINT OF TANGENCY; THENCE S 75°39'24" E FOR 60.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 71°11'58"; THENCE ALONG THE ARC OF SAID CURVE FOR 124.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 85°23'06"; THENCE ALONG THE ARC OF SAID CURVE FOR 74.51 FEET TO THE POINT OF TANGENCY; THENCE N 89°50'32" E FOR 2.20 FEET TO THE INTERSECTION WITH THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3682, PAGE 1114, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED AND/OR SHORTENED TO MEET AT ANGLE POINTS, PARCEL LINES AND RIGHT OF WAY LINES.

LOCATION MAP

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 3682, PAGE 1114.
2. THE LEASE PARCEL BOUNDARY SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED MAY 17, 2010.
3. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE PURPOSE OF THIS SURVEY IS TO SHOW IMPROVEMENTS ASSOCIATED WITH A PROPOSED TELECOMMUNICATIONS FACILITY AND TO PROVIDE LEGAL DESCRIPTIONS FOR THE PROPOSED TOWERCOM COMMUNICATIONS LEASE PARCEL AND EASEMENTS.
5. CENTER OF TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED BY DIFFERENTIAL G.P.S. AND MEET FAA "2-C" ACCURACY REQUIREMENTS.
6. BUILDING TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.
7. MEASURED BEARINGS AND DISTANCES WERE IN SUBSTANTIAL AGREEMENT WITH RECORD DATA UNLESS OTHERWISE NOTED.
8. SUBJECT TO EASEMENTS, RESTRICTIONS, RESTRICTIONS OF RECORD AND OTHER FACTS THAT AN ACCURATE TITLE SEARCH MAY REVEAL.
9. THE LEGAL DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 2179, PAGE 217, DOES NOT ENCOMPASS THE PARENT TRACT (TAX PARCEL #04179-003-000) IN ITS ENTIRETY. THE PARENT TRACT INFORMATION SHOWN HEREON IS BASED ON FOUND MONUMENTATION, ADJOINING LEGAL DESCRIPTIONS AND INFORMATION OBTAINED FROM THE ALACHUA COUNTY PROPERTY APPRAISERS OFFICE.

LEGEND

■	INDICATES 4"X4" CONCRETE MONUMENT IDENTIFICATION AS SHOWN
○	INDICATES 5/8" REBAR SET (LB 6792)
⌀	INDICATES 5/8" REBAR FOUND IDENTIFICATION AS SHOWN
	INDICATES WOOD UTILITY POLE
P.O.C.	INDICATES POINT OF COMMENCEMENT
P.O.B.	INDICATES POINT OF BEGINNING
	INDICATES TELEPHONE PEDESTAL
S.F.±	INDICATES SQUARE FEET (MORE OR LESS)
AGL	INDICATES ABOVE GROUND LEVEL
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
P.R.C.	POINT OF REVERSE CURVE
L	LENGTH
R	RADIUS
Δ	INCLUDED ANGLE
CB	CHORD BEARING
R/W	RIGHT OF WAY
OHV	INDICATES OVERHEAD UTILITY WIRES

TOWER DATA

NAD 83
LATITUDE: 29° 41' 16.5" NORTH
LONGITUDE: 82° 30' 06.6" WEST
GROUND ELEVATION: 96' NGVD 1929

MAXIMUM TOWER ELEVATION: 286'
MAXIMUM TOWER HEIGHT: 190' AGL

FLOOD ZONE NOTE
THE HEREIN DESCRIBED LEASE PARCEL DOES NOT LIE IN A SPECIAL FLOOD HAZARD ZONE, BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL NUMBER 12001C0275D.

REVISED 6-10-10 MOVED LEASE PARCEL AND REVISED LEASE PARCEL LEGAL DESCRIPTION

DYNAN GROUP INC.
CIVIL ENGINEERS AND LAND SURVEYORS
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GAINESVILLE, FL 32653
Tel.: (352) 378-1511 Fax: (352) 378-4679
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION NO.: LB 6751

BOUNDARY SURVEY
LEASE PARCEL
IN FRACTIONAL SECTION 22, TOWNSHIP 9 SOUTH, RANGE 22 EAST, ALACHUA COUNTY, FLORIDA

COUNTY ROAD 241
14806 NW 36th AVENUE, NEWBERRY, FL 32669-2014

FOR: TOWERCOM III, LLC

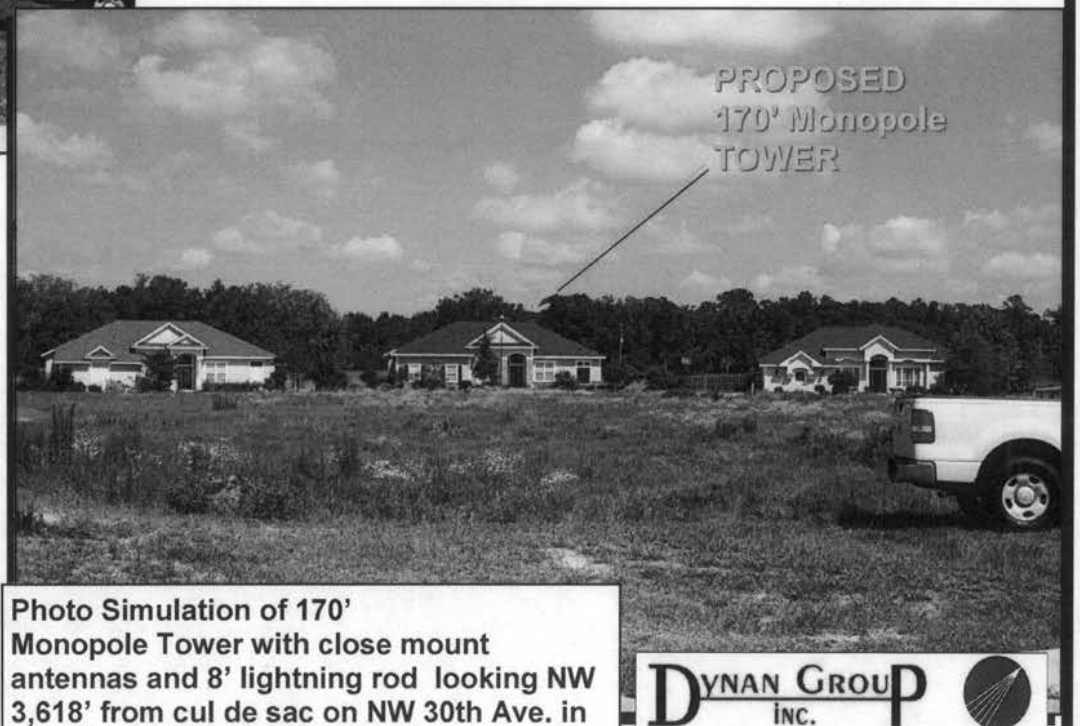
This map prepared by:
JAMES A. EHRKE
PROFESSIONAL SURVEYOR & MAPPER P.A. LICENSE NO. 6053

DATE	MAY 17,2010
SCALE	1"=50'
BOOK/PAGE	129/33
DRAWN	RSH
CHECKED	JAE
PROJECT #	134-210-00
DRAWING #	134-210-BLDWG
SHEET #	1 OF 1

Existing View

TowerCom

CR-241 - VIEW 'D'



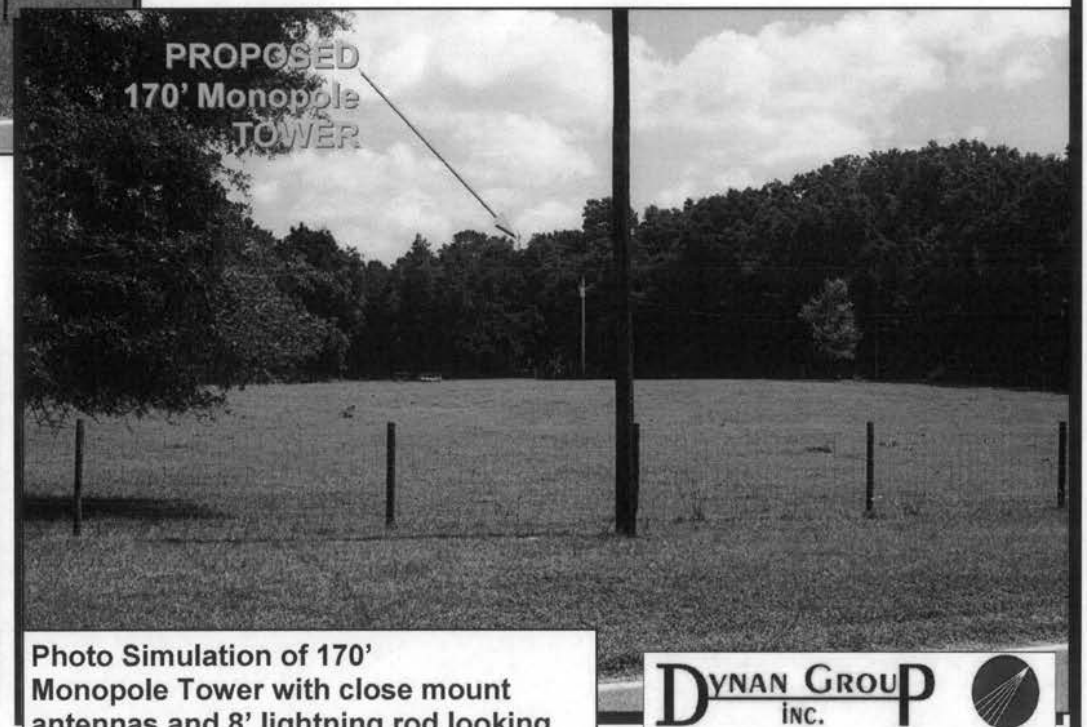
Line of Sight to Proposed Tower

Photo Simulation of 170' Monopole Tower with close mount antennas and 8' lightning rod looking NW 3,618' from cul de sac on NW 30th Ave. in Turnberry Lake Subdivision.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'G'



Line of Sight to Proposed Tower

Photo Simulation of 170' Monopole Tower with close mount antennas and 8' lightning rod looking NE 1,965' from NW 32nd Ave.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR 241

Alachua County, Florida

PROPOSED 190' MONOPOLE TOWER

PHOTOGRAPHIC SIMULATIONS
May, 2010

Prepared by:

DYNAN GROUP
INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR 241

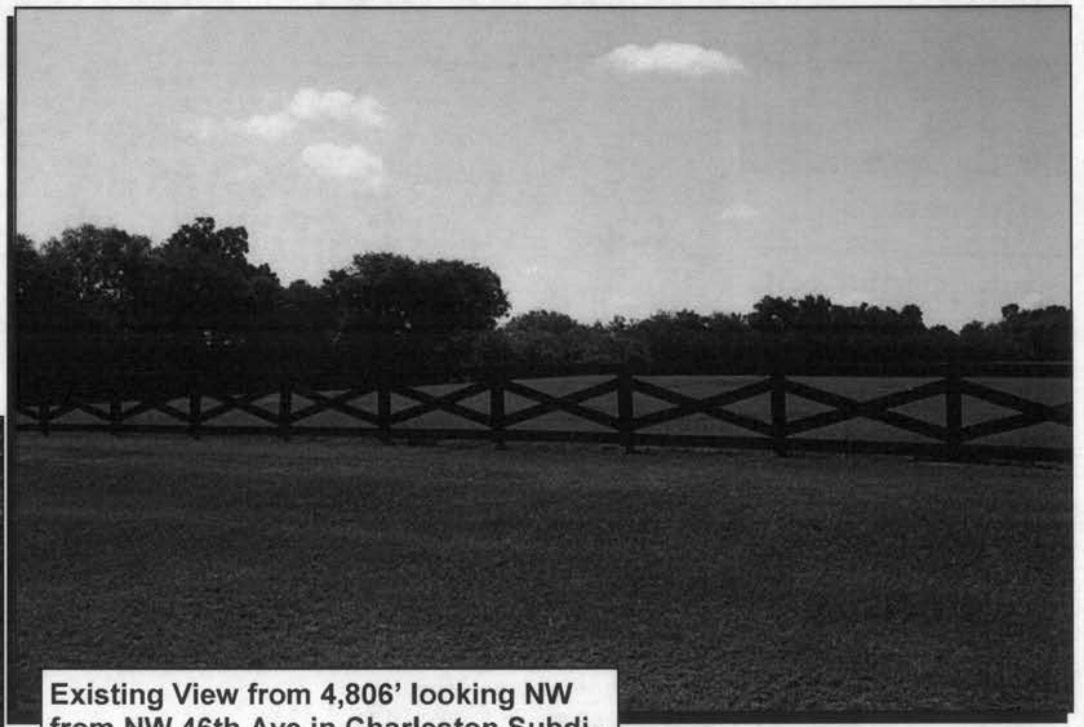
AERIAL MAP OF VICINITY

VIEW A ⬡ Denotes Site Views

⬡ Denotes Proposed 190' Monopole Tower

TowerCom

CR-241 - VIEW 'A'



Existing View from 4,806' looking NW from NW 46th Ave in Charleston Subdivision. Proposed tower not visible.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'B'

Existing View from 2,348' looking SW from sidewalk on west side of NW 39th Ave near entrance to First Baptist Church. Proposed tower not visible.

Line of Sight to Proposed Tower

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'C'

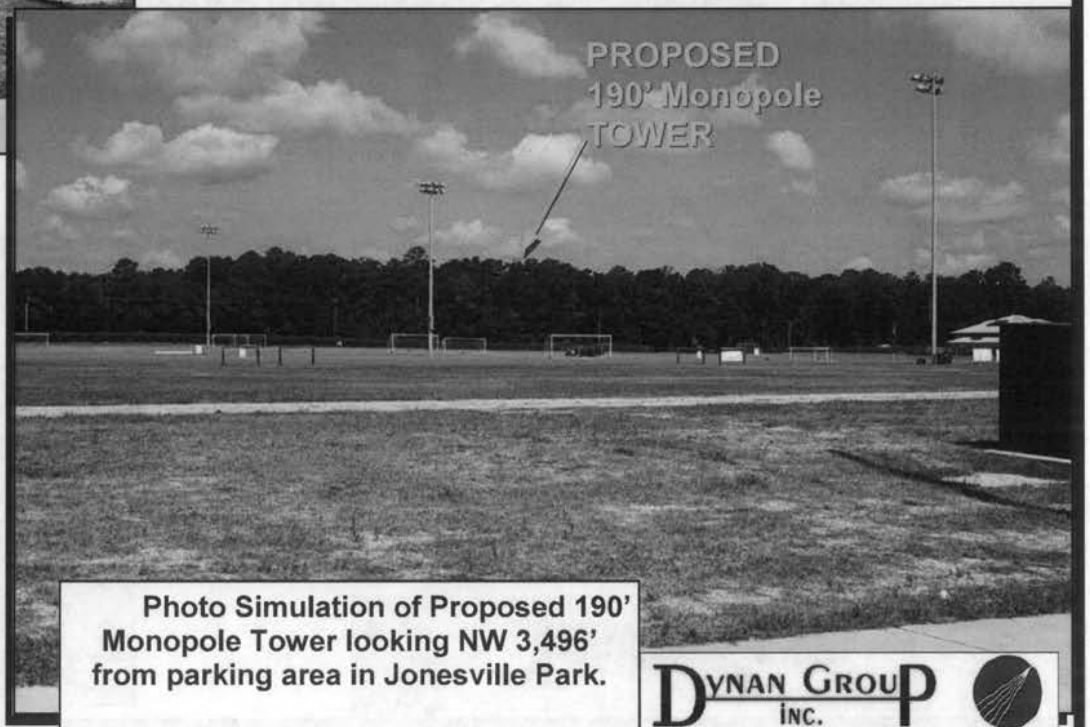


Photo Simulation of Proposed 190' Monopole Tower looking NW 3,496' from parking area in Jonesville Park.

Line of Sight to Proposed Tower

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'D'

Existing View

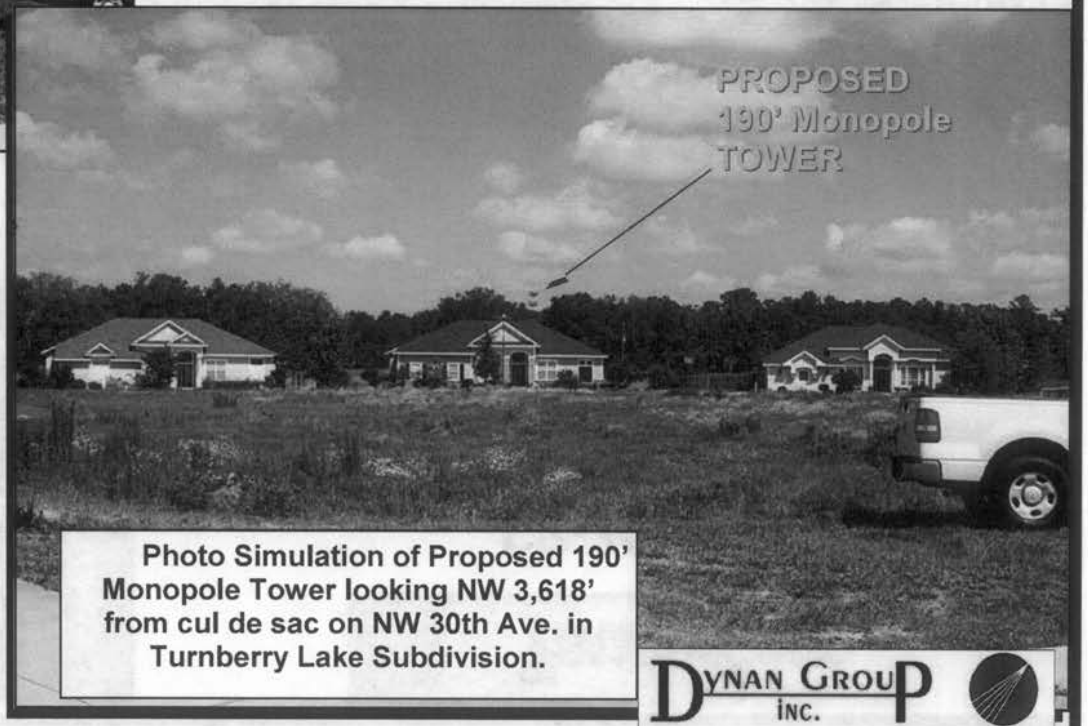


Photo Simulation of Proposed 190' Monopole Tower looking NW 3,618' from cul de sac on NW 30th Ave. in Turnberry Lake Subdivision.

Line of Sight to Proposed Tower

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'E'

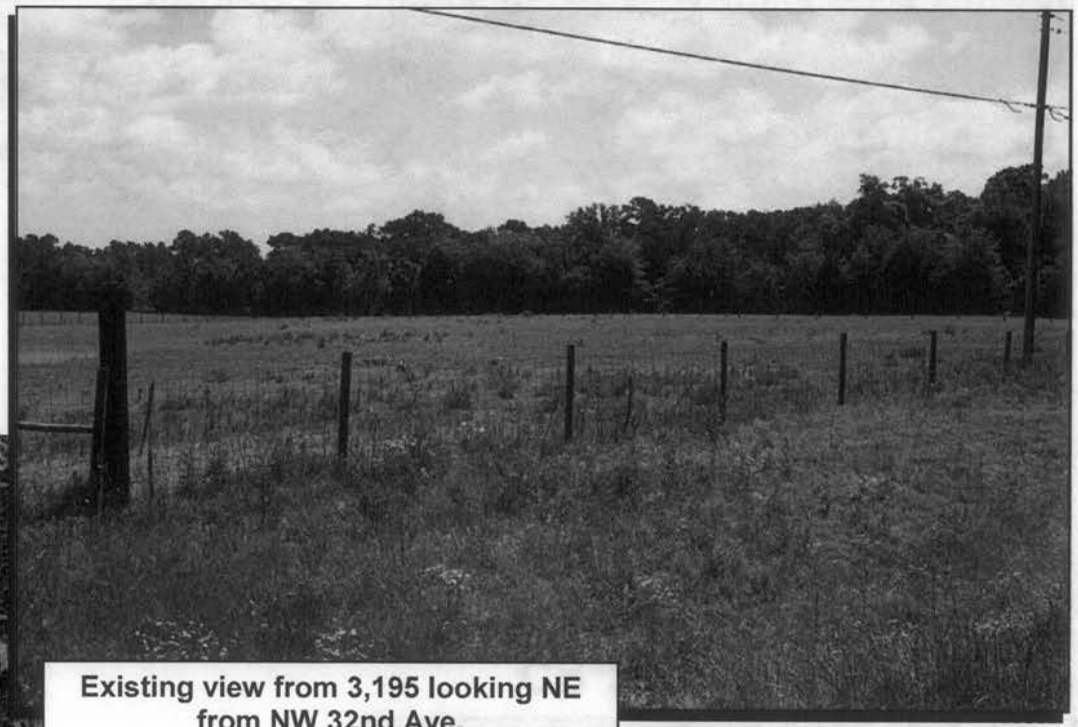
Line of Sight to Proposed Tower

Existing view from 2,324 looking NW from entrance to Carraway subdivision on NW 32nd Ave.
Proposed Tower not visible.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'F'



Existing view from 3,195 looking NE
from NW 32nd Ave.
Proposed Tower not visible.

Line of Sight to
Proposed Tower

DYNAN GROUP
INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'G'

Existing View

PROPOSED
190' Monopole
TOWER

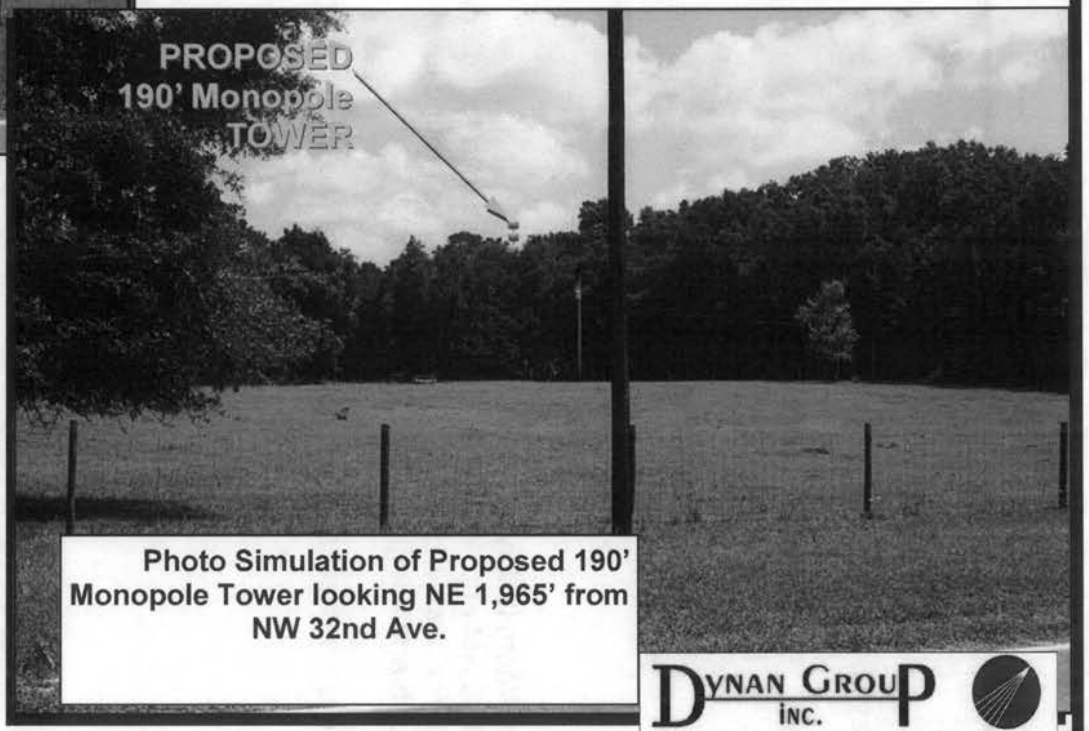


Photo Simulation of Proposed 190' Monopole Tower looking NE 1,965' from NW 32nd Ave.

Line of Sight to Proposed Tower

DYNAN GROUP
INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

DYNAN GROUP
INC.
6250 N.W. 23rd Street, Suite 14, Gainesville, Florida 32653
(352) 378-1511 FAX: (352) 378-4679
Civil Engineers, Land Surveyors

May 25, 2010

Re: Balloon Test Certification
TowerCom III, L.L.C.
CR 241
Proposed Telecommunications Facility
Alachua County, Florida

To Whom It May Concern:
10:00 AM and 11:40 PM, we positioned a five-foot diameter weather balloon at approximately 190 feet, +/- 10 feet, above ground level at Latitude 29° 41' 16.5" North and Longitude 82° 30' 06.6" West.

Please contact at me at 352-378-1511 if we can provide additional information.

Dynan Group, Inc.

James A. Ehrke
Professional Surveyor & Mapper
Florida License No. 6053

DYNAN GROUP
INC.
6250 N.W. 23rd Street, Suite 14, Gainesville, Florida 32653
(352) 378-1511 **FAX**: (352) 378-4679
Civil Engineers, Land Surveyors

PHOTO SIMULATION METHODOLOGY

The process used to generate the enclosed photo simulation is a quantitative approach, which precisely creates the effect or anticipated visual impact of proposed tall structures.

The computations utilized to prepare the simulation are based on the theory of photogrammetry, which is the science of measurement by means of photographs. The scale and position of objects in photographs vary according to the distance and position of the corresponding actual objects relative to the camera. The photogrammetric relationship between height and distance is an inverse proportionate relationship.

When necessary, both horizontal and oblique photographs are utilized to control the accurate placement of the simulated tall structure within the target photograph. The height of the proposed tall structure in the target photograph is based on data obtained from a certified balloon test performed at the proposed site.

Both reference photographs and target photographs are produced on 35 mm film utilizing a fixed 50 mm camera lens. A 50 mm camera lens is used because when combined with a 35 mm film format, it is considered to best approximate the viewpoint of the human eye.

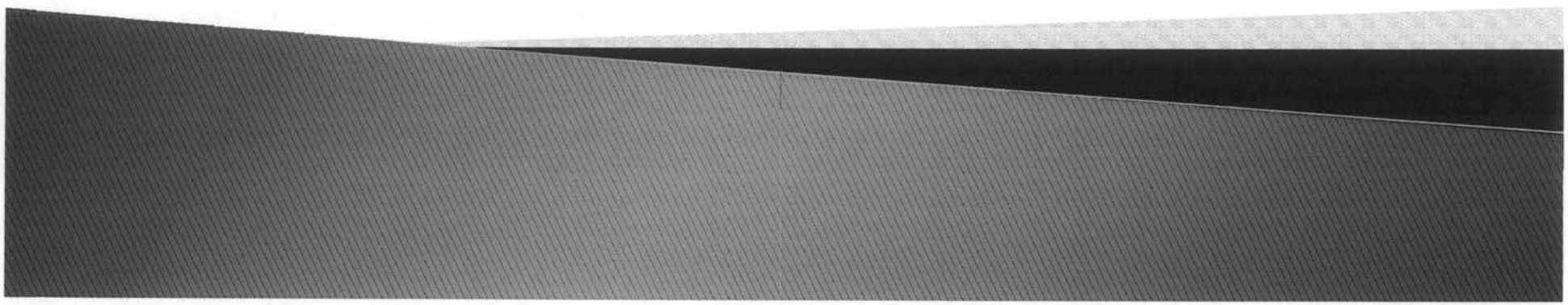
The procedure utilized to produce our photo simulations is listed below:

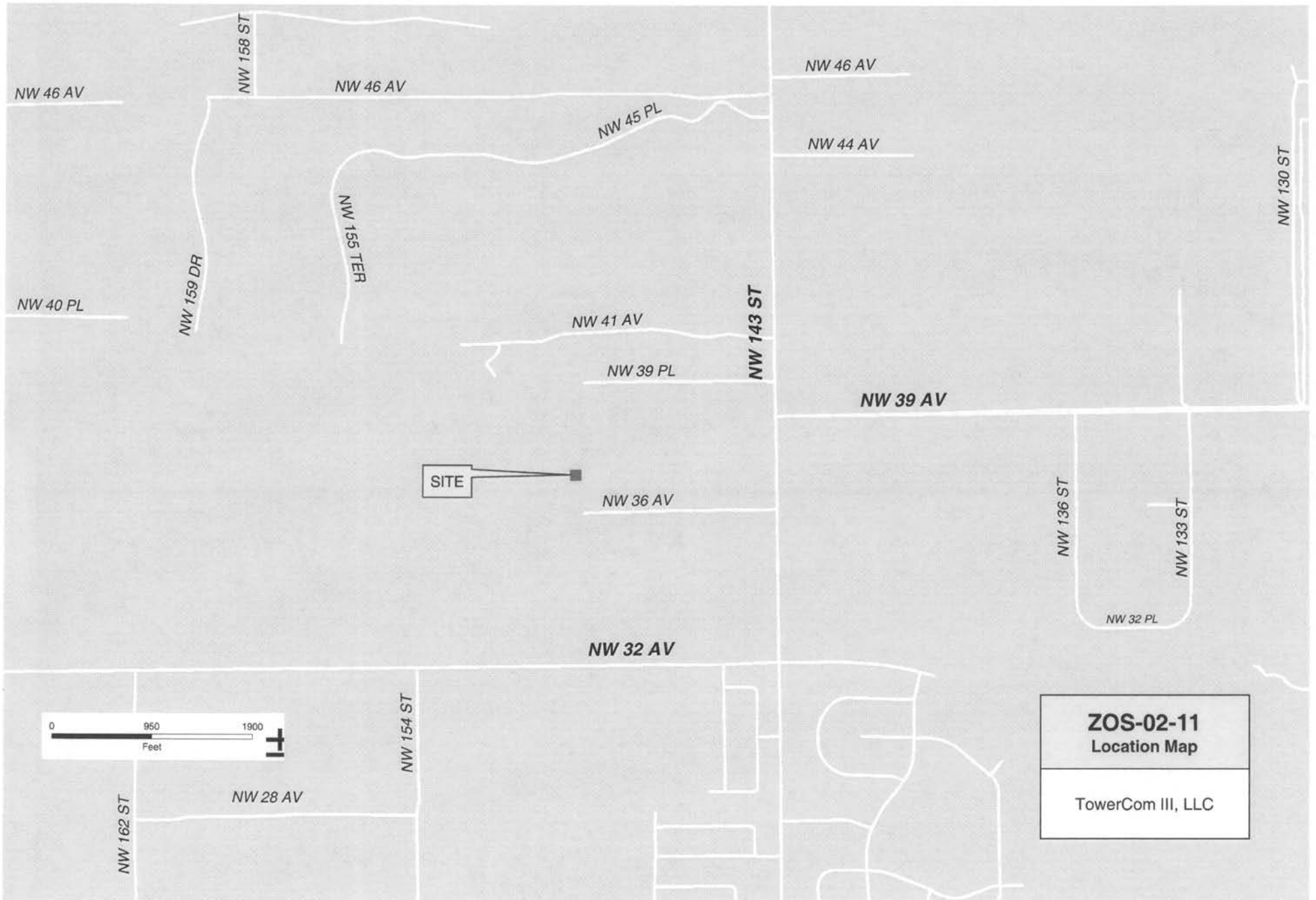
- Reference photographs are taken of existing similar tall structures with known or measured heights, at a known distance from the tall structure.
- Target photographs are taken of the proposed tall structure location during a certified balloon test from various points of interest. Hand held GPS is used to determine the distance from the camera lens to the proposed tall structure location.
- Photographs are developed digitally and are up-loaded into an image-editing program, which is utilized to generate the photo simulation.
- Based on reference photograph and target photograph intelligence, the pictorial height and placement of the simulated tall structure is calculated and placed within the target photograph.
- All target photographs are printed and checked utilizing a direct scale method.

Dynan Group, Inc.

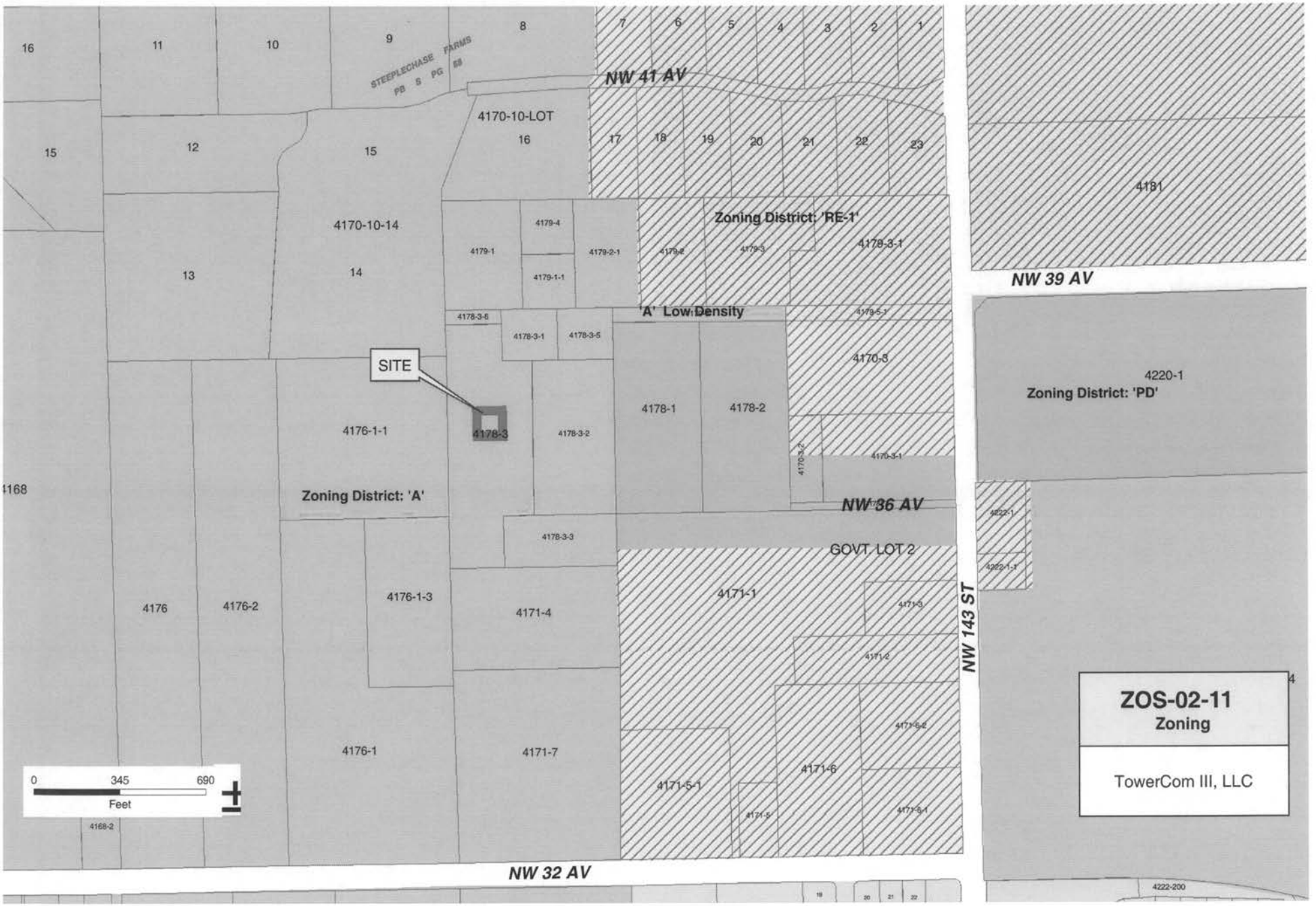
ZOS-02-11

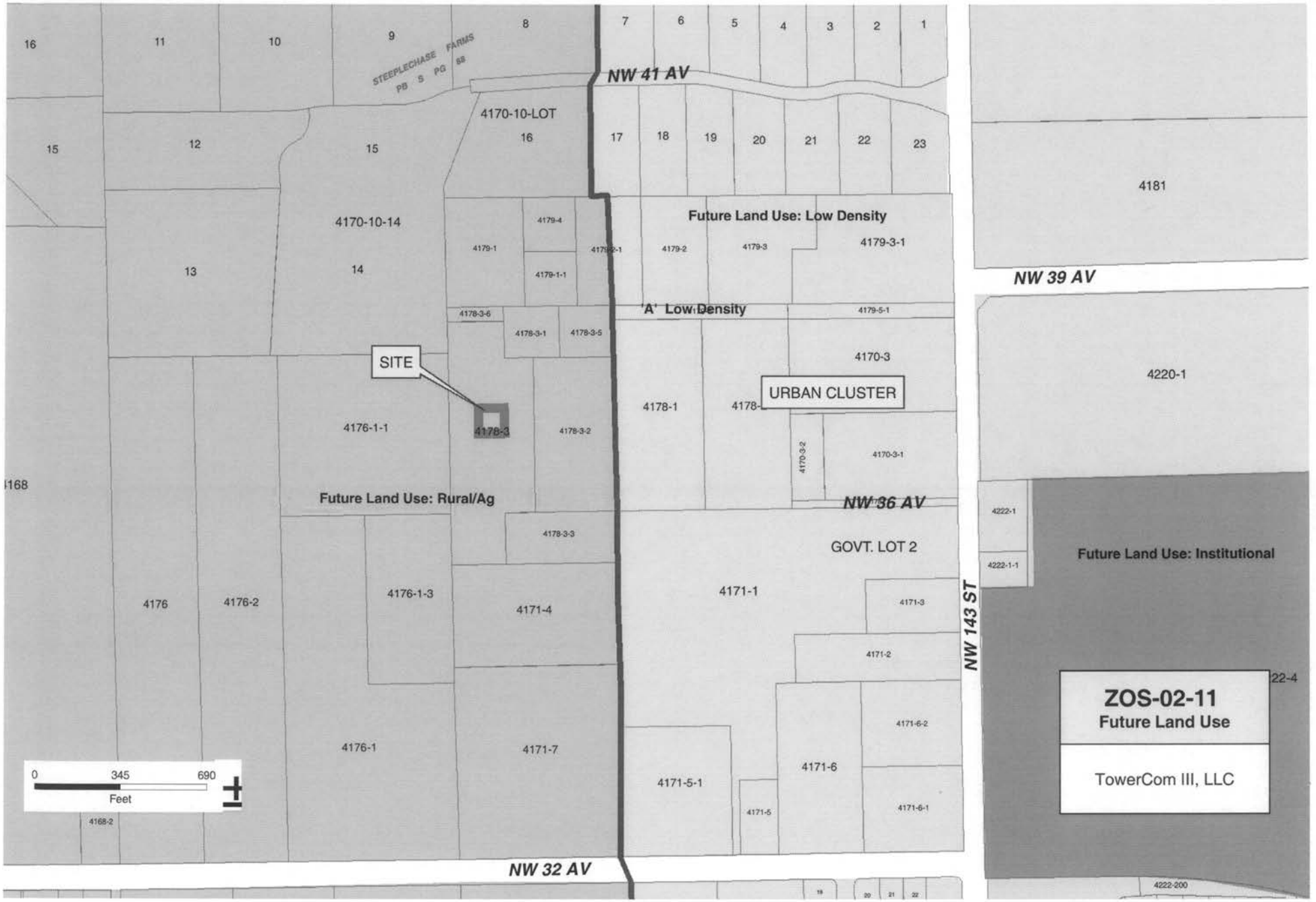
Request for a Special Use Permit to allow a 178 foot monopole Personal Wireless Service Facility




NW 158 ST
NW 46 AV
NW 46 AV
NW 46 AV
NW 45 PL
NW 44 AV
NW 130 ST
NW 155 TER
NW 159 DR
NW 40 PL
NW 41 AV
NW 143 ST
NW 39 PL
NW 39 AV
SITE
NW 36 AV
NW 136 ST
NW 133 ST
NW 32 PL
NW 32 AV
NW 154 ST
0
950
1900
Feet
NW 28 AV
NW 162 ST
ZOS-02-11
Location Map
TowerCom III, LLC

SITE
0
345
690
Feet
ZOS-02-11
Aerial Map
TowerCom III, LLC


NW 41 AV
NW 39 AV
NW 36 AV
NW 32 AV
NW 143 ST
STEEPLECHASE FARMS PB 5 PG 58
4170-10-LOT
4170-10-14
Zoning District: 'RE-1'
'A' Low Density
Zoning District: 'A'
Zoning District: 'PD'
SITE
4181
4220-1
GOVT. LOT 2
4176
4176-2
4176-1
4176-1-1
4176-1-3
4171-1
4171-4
4171-7
4171-6
4171-5-1
4178-1
4178-2
4178-3
4178-3-1
4178-3-2
4178-3-3
4178-3-5
4178-3-6
4179-1
4179-1-1
4179-2-1
4179-4
4170-3
4170-3-1
4222-1
4222-1-1
4222-200
0
345
690
Feet
ZOS-02-11
Zoning
TowerCom III, LLC


NW 41 AV
NW 39 AV
NW 36 AV
NW 32 AV
NW 143 ST
STEEPLECHASE FARMS PB 5 PG 58
4170-10-LOT
4170-10-14
4181
Future Land Use: Low Density
A' Low Density
SITE
URBAN CLUSTER
Future Land Use: Rural/Ag
Future Land Use: Institutional
GOVT. LOT 2
0
345
690
Feet
ZOS-02-11
Future Land Use
TowerCom III, LLC

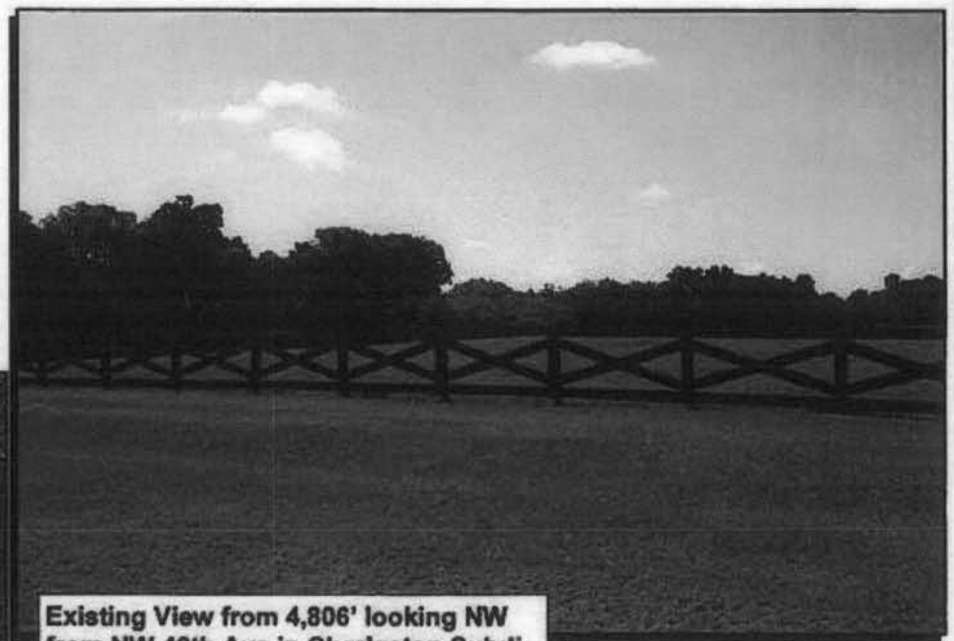
AERIAL MAP OF VICINITY

150'MonopoleClosemount.jpg
Type: JPEG Image
Size: 269 KB
Dimension: 1158 x 1023 pixels

TowerCom

CR-241 - VIEW 'A'

Line of Sight to Proposed Tower



Existing View from 4,806' looking NW from NW 46th Ave in Charleston Subdivision. Proposed tower not visible.

DYNAN GROUP INC.
4250 N.W. 23rd Street, Suite14, Gainesville, FL 32605
(352) 378-1511 Fax: (352) 378-4479
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'B'

Existing View from 2,348' looking SW from sidewalk on west side of NW 39th Ave near entrance to First Baptist Church. Proposed tower not visible.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'C'

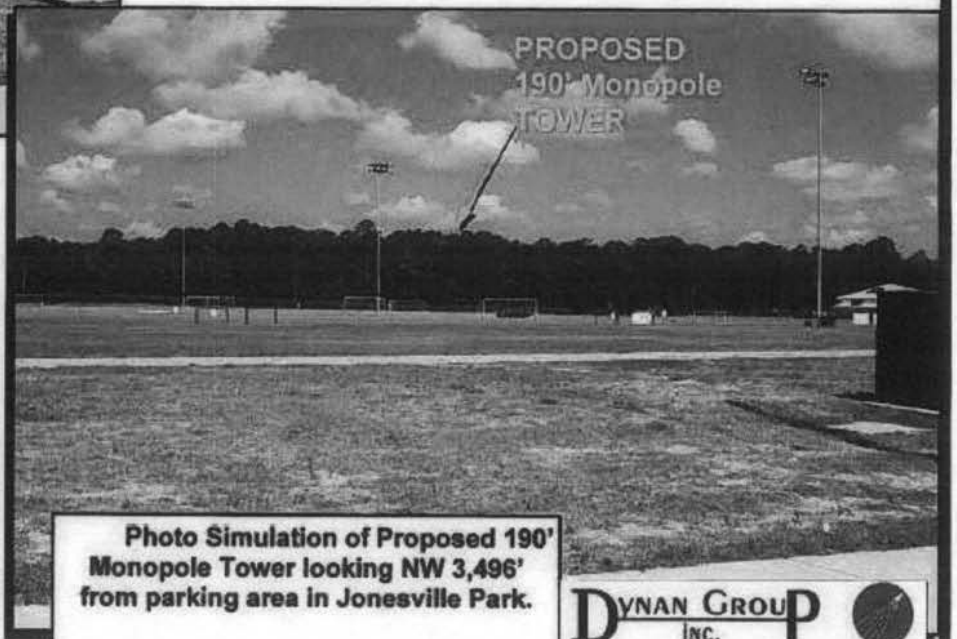
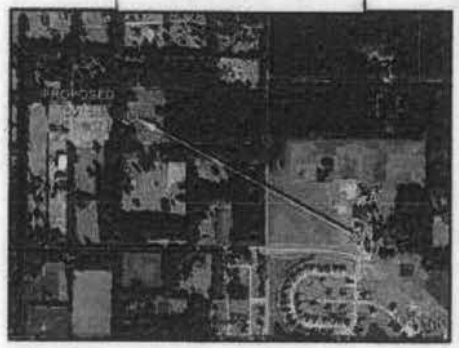


Photo Simulation of Proposed 190' Monopole Tower looking NW 3,496' from parking area in Jonesville Park.

Line of Sight to Proposed Tower



DYNAN GROUP INC.
6350 N.W. 33rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 FAX: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'D'

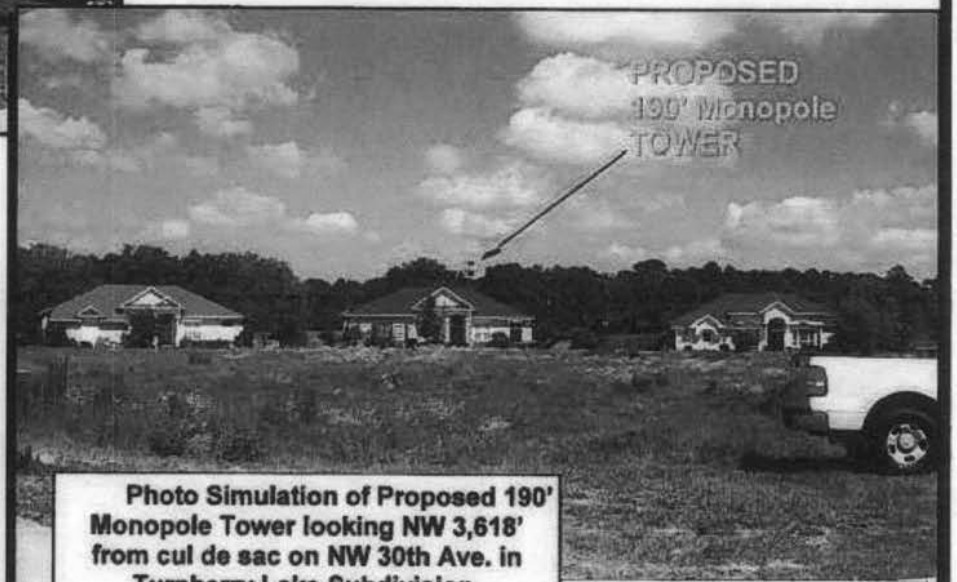


Photo Simulation of Proposed 190' Monopole Tower looking NW 3,618' from cul de sac on NW 30th Ave. in Turnberry Lake Subdivision.

Line of Sight to Proposed Tower

DYNAN GROUP INC.
6150 N.W. 23rd Street, Suite 14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4579
CIVIL ENGINEERS AND LAND SURVEYORS

Existing View

TowerCom

CR-241 - VIEW 'D'

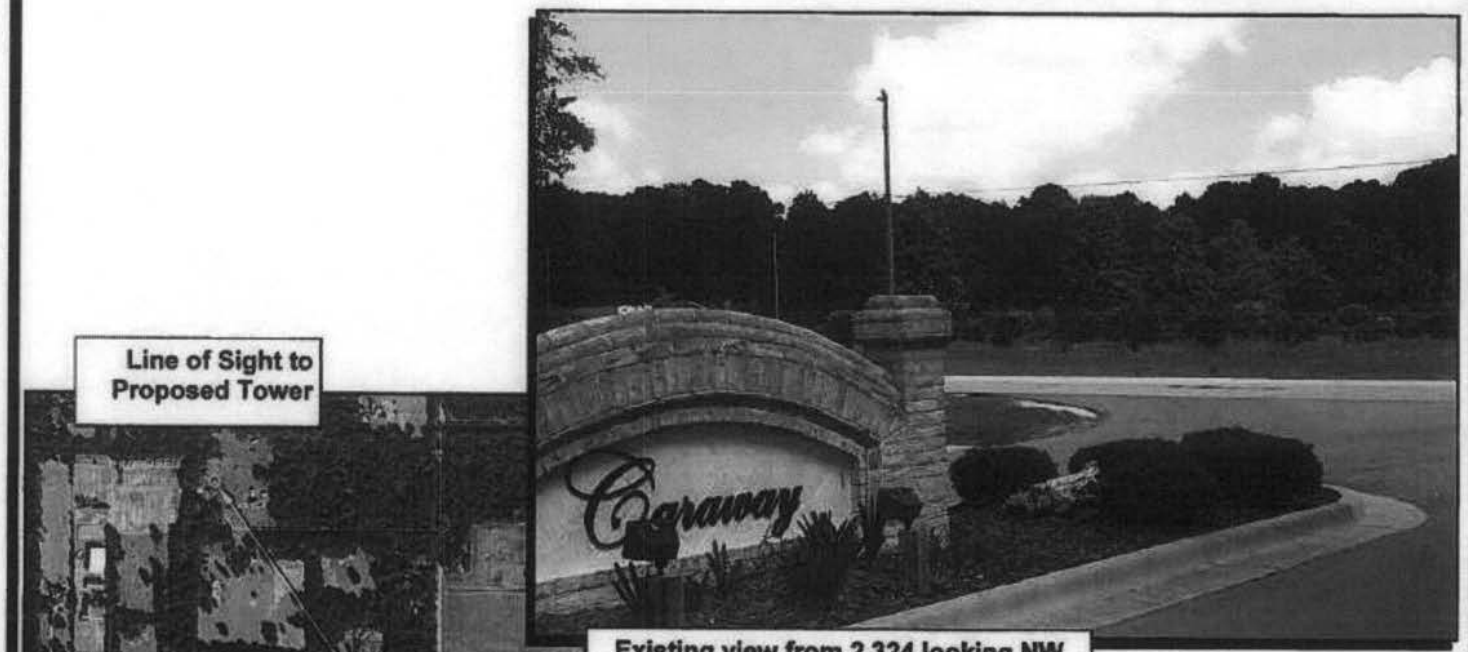
Line of Sight to Proposed Tower

Photo Simulation of 170' Monopole Tower with close mount antennas and 8' lightning rod looking NW 3,618' from cul de sac on NW 30th Ave. in Turnberry Lake Subdivision.

DYNAN GROUP INC.
6250 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'E'



Line of Sight to Proposed Tower

Existing view from 2,324 looking NW from entrance to Carraway subdivision on NW 32nd Ave.
Proposed Tower not visible.

DYNAN GROUP INC.
6250 N.W. 32rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'F'

Existing view from 3,195 looking NE
from NW 32nd Ave.
Proposed Tower not visible.

Line of Sight to
Proposed Tower

DYNAN GROUP INC.
6256 N.W. 22rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'G'

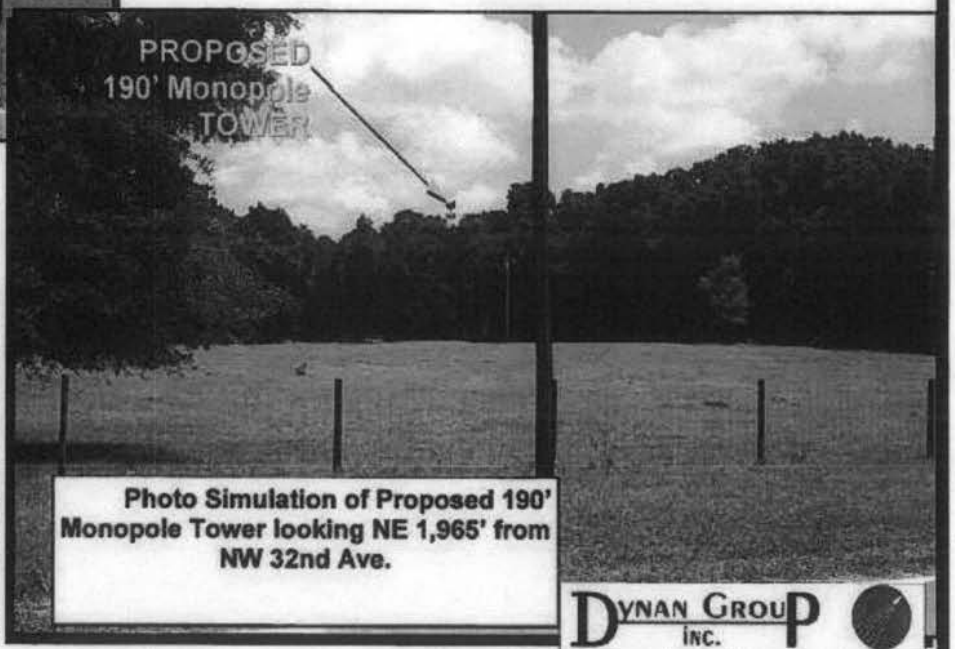
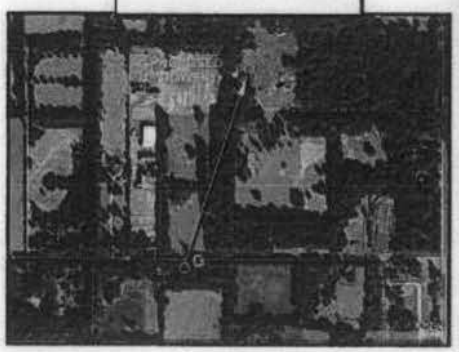


Photo Simulation of Proposed 190' Monopole Tower looking NE 1,965' from NW 32nd Ave.

Line of Sight to Proposed Tower



DYNAN GROUP INC.
6230 N.W. 23rd Street, Suite14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4479
CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR-241 - VIEW 'G'

Existing View

PROPOSED
170' Monopole
TOWER

Line of Sight to
Proposed Tower

Photo Simulation of 170' Monopole Tower with close mount antennas and 8' lightning rod looking NE 1,965' from NW 32nd Ave.

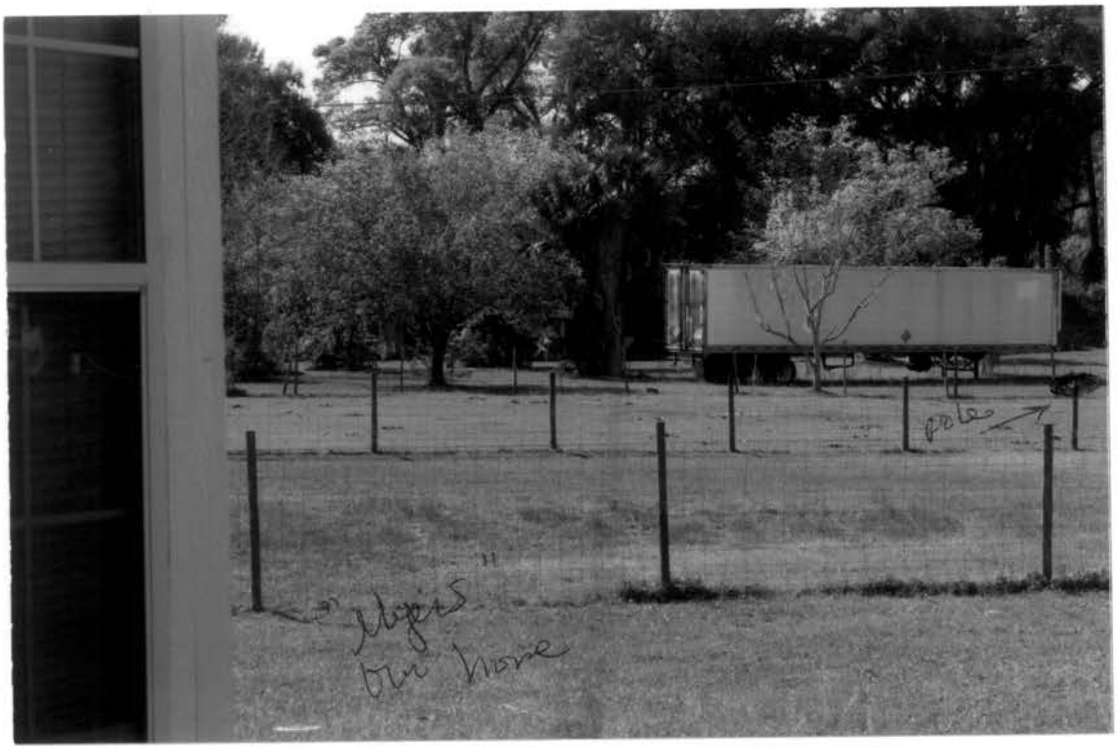
DYNAN GROUP INC.
6130 N.W. 32nd Street, Suite 14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-4679
CIVIL ENGINEERS AND LAND SURVEYORS

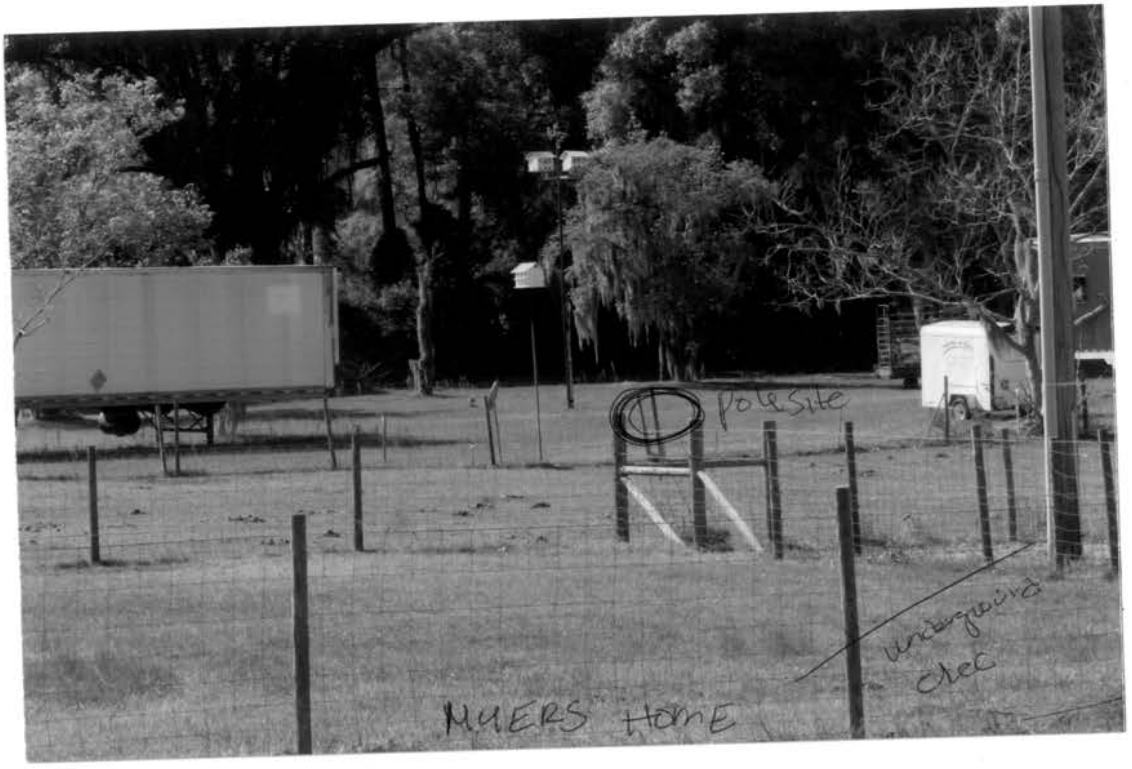
150'MonopoleClosemount.jpg
Type: JPEG Image
Size: 269 KB
Dimension: 1158 x 1023 pixels

Recommendation

- Approve ZOS-02-11 with conditions:
  - 178 foot monopole
  - Flush mounted antenna

Photographs
item 36
3/22/2011
Presented by Pamela Myers


pole
Myers
Old Home


Pole Site
underground
elec
MYERS HOME

MYERS HOME
POLE SITE

POLE
MYERS

14806
14830

Earnhart home
↓ MYERS HOME ↓

March 22, 2011 Regular Board Meeting
Agenda Item #42

Title
Removal of Uncollectible Accounts from the Financial Statements.

Amount
$993,600.19

Description
Request Adoption of Resolution Authorizing the Removal of Uncollectible Accounts from the Financial Statements.

Recommendation
Adopt the Resolution and Authorize the Removal of Uncollectible Accounts from the Financial Statements.

Alternative(s)
N/A

Requested By
Thuy Nguyen, 374-3605, Ext 2593

Originating Department
Todd Hutchison, Finance & Accounting

Attachment(s) Description
Resolution, Exhibit A detailing accounts written off, and copy of Clerk's EMS Write-Down approval.

Documents Requiring Action
Adopt the resolution and authorize the write down.

Executive Summary
The resolution authorizes removal of certain accounts receivable balances that have been deemed as uncollectible. Although these balances will be removed from the County's books in accordance with Generally Accepted Accounting Principles, the debt has not been extinguished and we will still pursue and accept payments on these accounts.

Background
The County's independent auditors have recommended that we remove uncollectible accounts from the general ledger (the books) on an annual basis. Each year an estimated amount of bad debt is charged as an expenditure. The amount is shown on the County's balance sheet as a reduction in the Accounts Receivable balance. We are proposing the removal of uncollectible accounts in the General Fund. The net result of this action is as attached "WriteoffDetail032211.pdf" file.

Issues
The total write down to be approved by the Board of County Commissioners is $984,309.53. These uncollectible accounts are for Ambulance Services billed during the period June 30, 2003 through January 21, 2011. The aforementioned items have been sent to a collection agency. At the Board meeting on September 23, 1997, the Board of County Commissioners formally adopted a Comprehensive Collection Policy. This policy authorizes the Clerk to write down the accounts receivable for Medicare/Medicaid compliance, Myers, Baker, Marchman Act compliance, and small dollar (less than $5) amounts. The Clerk has authorized a write down of $9,290.66 for the aforementioned items. These uncollectible accounts are for ambulance services,

during the period of May 07, 2009 through January 15, 2011. In accordance with Generally Accepted Accounting Principles, the debt has not been extinguished and we will still pursue and accept payments on these accounts.

Fiscal Recommendation
All of the accounts have allowances for uncollectibles set up. The accounts receivable accounts and corresponding allowance for remove accounts will be written down by a total amount of $993,600.19. A breakdown of this amount by fund is provided in the attachment. Ambulance Fund (001).

Fiscal Alternative(s)
N/A

Funding Sources
AF-001

Account Code(s)
001-0000-115.11-50

Attachment: FAWOFeb2011.pdf
Attachment: PayorScheduleDescription.pdf
Attachment: clerkwoff032211signed.pdf
Attachment: Resolution032211AttorneySigned.pdf
Attachment: Exhibit032211.pdf
Attachment: WriteoffDetail032211.pdf

CLERK OF THE CIRCUIT COURT
Finance and Accounting
Post Office Box 939
GAINESVILLE, FLORIDA 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

MEMORANDUM

To: J.K. Irby
Clerk of the Circuit Court

From: Todd Hutchison
Assistant Clerk/Finance Director

Re: Clerk Authorization for EMS Write-Down

Date: February 23, 2011

At the Board meeting on September 23, 1997, the Board of County Commissioners formally adopted a Comprehensive Collection Policy. This policy authorizes the Clerk to write down the accounts receivable for Medicare/Medicaid compliance, Myers, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Pursuant to the aforementioned policy, the following is a listing of account balances awaiting authorization for write down:

Description	Write-Down Amount
EMS	
Baker Act	$8,121.21
Marchman Act compliance	$1,143.00
Small Balance (less than $5.00)	$26.45
Total to be Authorized for Write-Down	**$9,290.66**

The above authorization will have the following effect on the EMS receivable balance:

Fund	As of 9/30/10 Audit	As of 02/18/11 (HTE)	After Write-Down	Write-Down Amount
EMS				
Accounts Receivable	$4,488,898.58	$4,680,636.41	$4,671,345.75	**$9,290.66**
Less Allowance for Uncollectible Accounts	-$3,628,922.88	-$3,809,957.49	-$3,800,666.83	
Net Accounts Receivable	$859,975.70	$870,678.92	$870,678.92	

These uncollectible accounts are for ambulance services during the period of May 07, 2009 through January 15, 2011.

Although these accounts are removed from the County's books pursuant to Generally Accepted Accounting Principles, the debt has not been extinguished and we will still be able to accept payment.

I have attached a listing of EMS printouts and dates of service for your reference. Please sign below to authorize the above-described write-down of Medicare/Medicaid compliance, Myers, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Please feel free to call me if you have any questions or if I can be of any further assistance.

Authorized By: J.K. Irby — Feb. 23, 2011 (Date)

Attachment

NTH/ttn

RESOLUTION 11- 15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING CERTAIN DELINQUENT ACCOUNTS RECEIVABLE FROM JUNE 30, 2003 THROUGH JANUARY 21, 2011, AS UNCOLLECTIBLE IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a charter county and political subdivision of the State of Florida, is engaged in the operation of an ambulance service furnishing emergency medical services, to persons located in Alachua County, Florida. The County also sells licenses and permits for various regulated activities in the County, and provides a computer purchase program for employees.

WHEREAS, Alachua County is unable to collect from some of the recipients of services, licenses and permits the fees established in accordance with law, despite the County's diligent efforts to collect these delinquent accounts receivables; and,

WHEREAS, the Clerk of the Circuit Court, in and for Alachua County, Florida, has requested that the Board of County Commissioners, in accordance with generally accepted accounting principles, declare certain accounts receivables from JUNE 30, 2003 THROUGH JANUARY 21, 2011, as uncollectible for the purpose of writing off these accounts receivable against the Estimate for Uncollectible Accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the delinquent accounts receivable that have been recorded in the financial records of Alachua County from JUNE 30, 2003 THROUGH JANUARY 21, 2011, up to the amount of $984,309.53 are hereby declared uncollectible for the purpose of writing off these accounts receivable against the Estimate for Uncollectible accounts in the financial records of Alachua County. In addition, pursuant to the Board's Comprehensive Collection Policy, the Clerk may authorize write-downs for Medicare/Medicaid compliance, Baker, and Marchman Act compliance, and small dollar (less than $5.00) amounts. Accordingly, the Clerk has authorized a write down of $9,290.66 for receivables for the period of May 07, 2009 through January 15, 2011. The reason for

this declaration is the inability of Alachua County to collect these accounts receivable despite its diligent efforts to do so.

2. That the above declaration has been made solely to enable the Clerk of the Circuit Court to carry out his duties in accordance with Generally Accepted Accounting Principles. Alachua County does not waive any rights it may have to collect any of the above-referenced accounts receivable.

3. That the detailed lists of all outstanding accounts receivables for the period of JUNE 30, 2003 THROUGH JANUARY 21, 2011, are on file with the Finance and Accounting Department of the Clerk of the Circuit Court. Summaries of the balances are attached to this resolution as Exhibit "A" are hereby incorporated by reference and made a part hereof.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22th day of March A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

EXHIBIT "A"

BOARD AUTHORIZED WRITE DOWN

Description		Dates of Service	Amount
EMS	Bankruptcy Discharged	09/19/07 - 06/14/10	$2,546.54
EMS	Conserve Acct W/ 23% Coll Fee	12/09/06 - 12/09/06	$432.00
EMS	Conserve W/Fee Payment Plan	06/30/03 - 10/26/04	$844.92
EMS	Deceased-No Payment Expected	12/25/05 - 12/27/10	$31,877.48
EMS	HMO Balance/Billing Dispute	12/22/08 - 12/13/10	$1,494.86
EMS	Indigent/Homeless	10/04/08 - 01/21/11	$97,762.85
EMS	M'Care/Caid File Limit Exp/Err	01/13/08 - 01/13/08	$64.93
EMS	MSB Account	12/04/06 - 06/04/10	$814,468.15
EMS	MSB-Payment Plan	08/13/07 - 11/11/09	$6,037.28
EMS	Probate Claim Filed	07/13/10 - 08/05/10	$198.94
EMS	Write-Off/Operations Error	03/14/10 - 11/14/10	$693.75
EMS	Small Balance-Less Than $25.00	02/11/10 - 02/11/10	$8.87
EMS	Unidentified Patient-Inc Info	05/16/10 - 01/01/11	$9,835.00
EMS	WC/Liability Balance Denied	07/14/08 - 09/10/10	$452.99
EMS	Write-Off/Before Booking	05/04/06 - 12/24/10	$15,070.00
EMS	Write-Off/Medicare Limit Exp	04/07/06 - 06/24/08	$1,814.97
EMS	Write-Off/Caid Limit Expired	06/03/09 - 10/07/09	$706.00
Total Board Authorized Write Down			$984,309.53

CLERK AUTHORIZED WRITE DOWN

Description		Dates of Service	Amount
BAKR	Baker Act	05/07/09 - 01/15/11	$8,121.21
MARC	Marchman Act	08/17/10 - 09/06/10	$1,143.00
SB	Small Balance-Less Than $5.00	10/13/09 - 01/08/11	$26.45
Total Clerk Authorized Write Down			$9,290.66

Total Board and Clerk Authorized Write Down	$993,600.19

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EMS	MSB Account	12/04/06 - 06/04/10	$814,468.15
EMS	MSB-Payment Plan	08/13/07 - 11/11/09	$6,037.28
EMS	Probate Claim Filed	07/13/10 - 08/05/10	$198.94
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Total Clerk Authorized Write Down			**$9,290.66**

Total Board and Clerk Authorized Write Down	**$993,600.19**

Description of Amazon account schedules/write-off categories

ATC Balance disputed- Balance after ATC payment. ATC made payment according to contracted rates with Medicaid and Transportation Disadvantage payment schedule which was lower than current Alachua County Fee Schedule rate for service. Patient cannot be billed for balance.

Baker Act patients- Patients transported under the Baker Act of Florida. All attempts are made to collect payment from Medicare, Medicaid and/or Private Insurance.

Bankruptcy/discharged- Notice received from bankruptcy court stating our bill was included in bankruptcy discharge of debtor. The Billing Office made reasonable efforts to collect payment from third party payer prior to and/or after receiving bankruptcy notice.

Bankruptcy filed > 90 days - Notice received from bankruptcy court advising our bill was included in bankruptcy case. Discharge notice was not received from bankruptcy court. The Billing Office made reasonable efforts to collect payment from third party payer prior to and/or after receiving bankruptcy notice.

Before booking – Patients transported by ambulance after being in the custody of law enforcement but before being booked at the Alachua County Jail. Therefore, charges for ambulance service are not the responsibility of the medical contractor for the Alachua County Department of the Jail and are the ultimate responsibility of the County per Florida Statute 901.35. The patient and insurance have been billed when reasonable and/or when allowed by law.

Billing error- Accounts incorrectly billed by the Billing Department subsequent to patient and/or insurance billing (IE: Charges entered at Non-Emergency rate instead of at Emergency rate). The Billing Office will make a reasonable effort to collect payment and will document the billing history and collection attempts on the account.

Collection Accounts > 90 days old- Accounts with collection agency for greater than 90 days with no payment/account activity.

Deceased patients at Collection Agency- Notification received that the patient is deceased after the account had already been placed with the collection agency. Collection Agent is notified to cease all collection action.

Deceased patients/no probate- Notification received that the patient is deceased. No probate information available.

Evacuation transport – Charges for transport(s) of patient(s) during declared State of Emergency when evacuation is necessary. (IE: hurricane warning)

First Correctional Medical (FCM) unpaid accounts – Account balances that remain unpaid, not paid in accordance to terms of medical contract between the Alachua County Jail and FCM.

HMO balance due disputed - Balance due after HMO payment. Patient cannot legally be billed. Attempts to collect balance from HMO were unsuccessful.

Homeless/Indigent – Patients that have been identified as having no residency or transient residency between the St. Francis House, Salvation Army and other facilities identified as temporary shelters. The current contracted collection agency will not accept accounts for these debtors.

Marchman Act patients - Patient transported under Marchman Act of Florida. All attempts are made to collect payment from Medicare, Medicaid and/or Private Insurance.

Medicaid co-pay amounts - $1.00 Medicaid co-pay amount due from patients. This amount does not financially justify any collection action.

Medicaid filing limit expired- Medicaid number received from patient or by Ambulance Billing inquiry after the 1-year filing limit had expired or Medicaid claim processing error that cannot be resolved prior to expiration of filing limit. A patient that is eligible for Medicaid benefits on the date of service per verification with ACS, Inc., Agent for Florida Medicaid cannot be billed for covered service(s).

Medicare/Medicaid filing limit expired - Medicare/Medicaid processing not completed before filing limit had expired, Medicare/Medicaid claim processing error that cannot be resolved prior to expiration of filing limit or receipt of Medicare/Medicaid numbers after filing limit has expired.

Medicare error; pmt reprocess – Medicare claim payment error. Claims reprocessed by Medicare which caused a small balance that is not billable and was not paid by supplemental insurance or the patient.

Medicare error; previous write-off – Medicare claim payment error. Claims reprocessed by Medicare which caused a small balance that is not billable and was not paid by supplemental insurance or the patient. These accounts previously had balances approved for write-off.

Medicare filing limit expired - Medicare processing not completed before the filing limit had expired, Medicare claim processing error that cannot be resolved prior to expiration of filing limit and/or receipt of Medicare number after expiration of filing limit.

Minor patient-no guarantor information- No guarantor information provided on run report. Attempts to obtain guarantor information from hospital and other sources were unsuccessful. The collection agency will not process an account for a minor without guarantor information.

Operations/Paramedic error- Accounts discovered to have been incorrectly billed as a direct result of an error made during a transport or patient encounter. (IE: Paramedic incorrectly advises patient there will be no charge for a Paramedic Assessment).

Probate Filed > 90 days- Accounts with claims filed against the estate, in Probate, greater than 90 days ago. The Billing Office made reasonable efforts to collect payment prior to filing claim.

Run Report error- Accounts discovered to have been incorrectly billed as a direct result of incorrect information on the EMS run report. (IE: Call status on the report recorded incorrectly as Non-Emergency instead of Emergency). The Billing Office will make a reasonable effort to collect payment and will document the billing history and collection attempts on the account.

Small balance (< $25.00) - Accounts with balance due < $25.00. Account balances under $25.00 are not accepted by collection agency.

Small balance (< $5.00) - Accounts with balance due < $5.00. This amount does not financially justify further collection action.

TD co-pay uncollected- CTS/ATC accounts that were covered by the Transportation Disadvantaged fund where the patient was unable to pay or was not requested to pay the TD co-pay at the time of transport.

Unidentified patients- EMS reports received with no patient information and patient information cannot be updated at receiving hospital or by other means of verification.

Workers Compensation Insurance balance due/denied- Payment received from Workers Compensation for less than total amount billed. Workers Compensation Insurance Company made payment according to a fee schedule used to determine appropriate payment. Patient cannot be billed.

FUND	AR AsOf 02/18/11	Write-Down		Ending A/R
EMS Fund				
Accounts Receivable Clerk Authorized Write Down	$4,680,636.41	($984,309.53)		$3,696,326.88
Clerk Authorized Write Down		($9,290.66)		
Less Allowance for Uncollectible Accounts	($4,498,762.20)			($3,514,452.67)
Net Accounts Receivable	$181,874.21			$181,874.21
Board Approved Total		($984,309.53)		
Clerk Approved Total		($9,290.66)		
Grand Total		**($993,600.19)**		

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100031671	1	A	070013684	BEUSSE, DANA G	12/19/2010	PATIENT/GUARA	364.75	0.00	364.75
100031424	1	A	100031424	BUSH, SUSAN E	12/17/2010	PATIENT/GUARA	374.50	0.00	374.50
110000176	1	A	110000176	DAVIS, PAUL	01/02/2011	PATIENT/GUARA	384.25	0.00	384.25
100001992	1	A	100001992	DELAPENA, AURORA	01/22/2010	PATIENT/GUARA	394.00	0.00	394.00
100020350	1	A	100020350	FRACASSE, ASHLEY	08/15/2010	PATIENT/GUARA	374.50	0.00	374.50
110001367	1	A	110001367	GOMEZ, BRANDY G	01/15/2011	PATIENT/GUARA	375.48	0.00	375.48
100025068	1	A	100025068	HALL, SUNSHINE	10/07/2010	PATIENT/GUARA	384.25	0.00	384.25
100022307	1	A	88658	JENKINS, AMY Y	09/06/2010	PATIENT/GUARA	469.50	0.00	469.50
100021286	1	A	100021041	KARAVAL, JAHNAVI	08/25/2010	PATIENT/GUARA	469.50	0.00	469.50
090011239	1	A	35602	LEACH, CHRISTOPHER	05/07/2009	PATIENT/GUARA	334.00	0.00	334.00
100030888	1	A	080024661	LUCAS, JOANNE	12/11/2010	PATIENT/GUARA	528.00	0.00	528.00
100024456	1	A	100024132	LY, TUAN V	09/30/2010	PATIENT/GUARA	573.75	0.00	573.75
100024075	1	A	100024075	MACKERRON, PETER	09/25/2010	PATIENT/GUARA	508.50	0.00	508.50
100029007	1	A	103510	OLIVER, EDWARD L	11/19/2010	PATIENT/GUARA	442.75	0.00	442.75
100025874	1	A	070020839	SHAUGER, RICHARD E	10/16/2010	PATIENT/GUARA	364.75	0.00	364.75
100026980	1	A	83048	SMITH, SHAUNA C	10/28/2010	PATIENT/GUARA	469.50	0.00	469.50
110001317	1	A	110001317	WHEELER, WILLIAM A	01/15/2011	PATIENT/GUARA	550.48	0.00	550.48
100032547	1	A	20625	WILLIAMS, PRISCILLA L	12/29/2010	PATIENT/GUARA	374.50	0.00	374.50
100023369	1	A	100023369	WOODRUFF, DEBRA C	09/17/2010	PATIENT/GUARA	384.25	0.00	384.25
Total Call Count For									
BAKR	**BAKER ACT**					**19**	**8121.21**	**0.00**	**8121.21**
070023020	1	A	070023020	FARMER, MARY E	09/19/2007	PATIENT/GUARA	422.00	330.00	92.00
100004955	1	A	98889	GLENN, DAVID J	02/25/2010	PATIENT/GUARA	489.00	0.00	489.00
090006484	1	A	090006484	HOLTON, TIMOTHY	03/16/2009	PATIENT/GUARA	578.00	100.00	478.00
090029293	1	A	090029293	HUGHES, TANNER	11/23/2009	PATIENT/GUARA	770.75	0.00	770.75
090017519	1	A	68552	PLESE, EDWARD	07/17/2009	PATIENT/GUARA	479.00	374.97	104.03
090021715	1	A	68552	PLESE, EDWARD	09/02/2009	PATIENT/GUARA	479.00	402.97	76.03
100014815	1	A	070009661	SILBAUGH, JOANNA L	06/14/2010	PATIENT/GUARA	508.50	221.77	286.73
090003874	1	A	090003874	WORTHAM, JOANNA K	02/14/2009	PATIENT/GUARA	452.00	202.00	250.00
Total Call Count For									
BKDS	**BANKRUPTCY DISCHARGED**					**8**	**4178.25**	**1631.71**	**2546.54**
060028593	1	A	060028184	SCOTT, EDDIE J	12/09/2006	PATIENT/GUARA	432.00	0.00	432.00
Total Call Count For									
CS23	**CONSERVE ACCT W/ 23% COLL FEE**					**1**	**432.00**	**0.00**	**432.00**
0422361	1	A	90563	BAZZELL, MELISSA	10/26/2004	MAIL HANDLERS	531.00	19.61	511.39
0312811	1	A	75896	CHILDREE, CAROL	06/30/2003	PATIENT/GUARA	505.00	240.00	265.00
0403018	1	A	82650	STRATTON, RYAN	02/12/2004	PATIENT/GUARA	482.00	413.47	68.53
Total Call Count For									
CSPP	**CONSERVE W/FEE PAYMENT PLAN**					**3**	**1518.00**	**673.08**	**844.92**
100010096	1	A	100010096	ANDERSON, LARRY	04/23/2010	PATIENT/GUARA	403.75	0.00	403.75
100015770	1	A	82217	ARENCIBIA, JOSEPH L	06/25/2010	TRICARE LIFE/PO	394.00	321.51	72.49
100025779	1	A	100025779	BALDERAS, TRINIDAD	10/15/2010	PATIENT/GUARA	654.75	0.00	654.75
090030866	1	A	080016329	BARKER, PATRICIA	12/10/2009	PATIENT/GUARA	557.25	417.94	139.31

Call Detail

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ALACHUA CO DEPT PUBLIC SAFETY

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0528033	1	A	82610	BERGERON, DOREEN A	12/25/2005	PATIENT/GUARA	622.00	457.88	164.12
0528190	1	A	82610	BERGERON, DOREEN A	12/28/2005	PATIENT/GUARA	545.00	389.88	155.12
080016583	1	A	82610	BERGERON, DOREEN A	07/03/2008	PATIENT/GUARA	535.50	0.00	535.50
080032348	1	A	82610	BERGERON, DOREEN A	12/30/2008	PATIENT/GUARA	488.00	0.00	488.00
090029593	1	A	82610	BERGERON, DOREEN A	11/26/2009	PATIENT/GUARA	654.75	0.00	654.75
100002962	1	A	82610	BERGERON, DOREEN A	02/03/2010	PATIENT/GUARA	727.50	0.00	727.50
090032001	1	A	72388	BOWDEN, JOHNNIE L	12/24/2009	PATIENT/GUARA	635.25	423.35	211.90
100032361	1	A	100032361	BOWDEN, LEAVITT E	12/27/2010	PATIENT/GUARA	364.75	214.75	150.00
100029057	1	A	100029057	BRIGHTWELL, MARY	11/20/2010	PATIENT/GUARA	469.50	0.00	469.50
100019083	1	A	100019083	BROOKS, SHAWN	08/01/2010	PATIENT/GUARA	508.50	0.00	508.50
100005396	1	A	100005396	BROWN, CLARENCE D	03/02/2010	AETNA P981107 A	537.75	449.35	88.40
090021939	1	A	61481	CAPPS, MARGARET C	09/04/2009	PATIENT/GUARA	461.00	406.37	54.63
090023827	1	A	080001689	CIVILL, JOHN L	09/23/2009	PATIENT/GUARA	533.00	0.00	533.00
100009518	1	A	090018115	CLARY, ELIZABETH B	04/16/2010	PATIENT/GUARA	469.50	0.00	469.50
100015294	1	A	100015294	CRAWFORD, BARBARA A	06/19/2010	PATIENT/GUARA	413.50	338.27	75.23
100016508	1	A	100015294	CRAWFORD, BARBARA A	07/03/2010	PATIENT/GUARA	384.25	313.14	71.11
100017550	1	A	100015294	CRAWFORD, BARBARA A	07/15/2010	PATIENT/GUARA	394.00	321.51	72.49
100019490	1	A	100015294	CRAWFORD, BARBARA A	08/06/2010	MEDICARE-PART	498.75	412.33	86.42
100021568	1	A	100015294	CRAWFORD, BARBARA A	08/28/2010	PATIENT/GUARA	394.00	321.51	72.49
100025344	1	A	090028641	CURTIS, BENJAMIN H	10/10/2010	PATIENT/GUARA	479.25	395.58	83.67
100016248	1	A	100016248	DAVID, ROY S	06/30/2010	PATIENT/GUARA	598.25	0.00	598.25
100026397	1	A	100023743	DAYS, JOHNNY	10/22/2010	BCBS OF FL POB	479.25	418.38	60.87
100010150	1	A	100005606	DEREE, WILBERT F	04/23/2010	PATIENT/GUARA	364.75	0.00	364.75
100024401	1	A	100024401	FAYSON, JANIA M	09/29/2010	PATIENT/GUARA	576.75	0.00	576.75
100002413	1	A	16427	GAY, JOHNNIE E	01/27/2010	PATIENT/GUARA	654.75	550.17	104.58
100020523	1	A	16427	GAY, JOHNNIE E	08/17/2010	PATIENT/GUARA	654.75	546.35	108.40
090019079	1	A	090015653	GRAGG, VON	08/04/2009	PATIENT/GUARA	470.00	385.34	84.66
090019136	1	A	090015653	GRAGG, VON	08/04/2009	PATIENT/GUARA	470.00	385.34	84.66
090019258	1	A	090015653	GRAGG, VON	08/05/2009	PATIENT/GUARA	470.00	453.32	16.68
090027082	1	A	090015653	GRAGG, VON	10/29/2009	PATIENT/GUARA	518.25	430.84	87.41
100020541	1	A	090016437	GREENBERG, BENJAMIN	08/17/2010	PATIENT/GUARA	394.00	321.51	72.49
100022492	1	A	114864	GUERRERO-DOMINGUEZ,	09/08/2010	PATIENT/GUARA	802.00	0.00	802.00
100020687	1	A	100020687	HALL, BRENDA G	08/19/2010	PATIENT/GUARA	423.25	229.84	193.41
100012279	1	A	88818	HANSEN, JAMES A	05/17/2010	PATIENT/GUARA	469.50	0.00	469.50
100014434	1	A	33715	HARDEE, GLORIA J	06/10/2010	PATIENT/GUARA	498.75	412.33	86.42
100017162	1	A	33715	HARDEE, GLORIA J	07/11/2010	PATIENT/GUARA	403.75	329.89	73.86
100022956	1	A	100022956	HAY, RICHARD A	09/13/2010	PATIENT/GUARA	644.00	0.00	644.00
100019204	1	A	86246	HOOD, DAVID	08/03/2010	PATIENT/GUARA	693.75	0.00	693.75
100018199	1	A	100018199	HOWDEN, JOHN C	07/22/2010	PATIENT/GUARA	644.00	463.11	180.89
100008983	1	A	070009360	IRISH, MARTIN	04/10/2010	MEDICARE-PART	528.00	437.46	90.54
100023061	1	A	100023061	JOHNSON, EDWARD	09/13/2010	PATIENT/GUARA	489.00	0.00	489.00
0601974	1	A	87170	JOHNSON, WILLIAM D	01/26/2006	PATIENT/GUARA	421.00	310.00	111.00
060006426	1	A	87170	JOHNSON, WILLIAM D	03/19/2006	PATIENT/GUARA	421.00	0.00	421.00
060017908	1	A	87170	JOHNSON, WILLIAM D	08/06/2006	PATIENT/GUARA	421.00	50.00	371.00
070005273	1	A	87170	JOHNSON, WILLIAM D	03/01/2007	PATIENT/GUARA	424.00	0.00	424.00
070008079	1	A	87170	JOHNSON, WILLIAM D	03/30/2007	PATIENT/GUARA	424.00	0.00	424.00
100020735	1	A	080015191	KEY, MARGARET	08/20/2010	MEDICARE-PART	364.75	0.00	364.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100001875	1	A	100001875	KIRKLAND, DAULTON	01/21/2010	PATIENT/GUARA	614.75	503.02	111.73
100014360	1	A	100006348	KITTLES, MARCELLE E	06/10/2010	PATIENT/GUARA	645.00	412.91	232.09
100020665	1	A	100020665	LEE, RONALD	08/19/2010	PATIENT/GUARA	498.75	0.00	498.75
100013933	1	A	090030821	LIVERSIEDGE, NATHALIE	06/05/2010	UNITED HEALTH	469.50	387.20	82.30
100014558	1	A	090030821	LIVERSIEDGE, NATHALIE	06/12/2010	PATIENT/GUARA	364.75	296.39	68.36
100015098	1	A	090030821	LIVERSIEDGE, NATHALIE	06/17/2010	PATIENT/GUARA	364.75	296.39	68.36
100017337	1	A	090030821	LIVERSIEDGE, NATHALIE	07/13/2010	PATIENT/GUARA	479.25	395.58	83.67
100024017	1	A	090030821	LIVERSIEDGE, NATHALIE	09/25/2010	PATIENT/GUARA	489.00	403.95	85.05
100007942	1	A	100007942	MARTIN, BYRON R	03/29/2010	PATIENT/GUARA	489.00	403.95	85.05
100009379	1	A	100007942	MARTIN, BYRON R	04/14/2010	PATIENT/GUARA	479.25	395.58	83.67
100011384	1	A	100007942	MARTIN, BYRON R	05/07/2010	PATIENT/GUARA	489.00	403.95	85.05
100009781	1	A	090008682	MCCASKILL, JEANNE L	04/19/2010	PATIENT/GUARA	576.75	482.96	93.79
100020188	1	A	090008682	MCCASKILL, JEANNE L	08/13/2010	PATIENT/GUARA	615.75	512.84	102.91
100027525	1	A	090008682	MCCASKILL, JEANNE L	11/03/2010	PATIENT/GUARA	683.00	556.87	126.13
100024067	1	A	100024067	MCGRIFF, JERRY L	09/25/2010	PATIENT/GUARA	774.50	0.00	774.50
100016670	1	A	54223	MCMILLAN, ANETTE	07/05/2010	PATIENT/GUARA	596.25	496.09	100.16
100019077	1	A	54223	MCMILLAN, ANETTE	08/01/2010	PATIENT/GUARA	596.25	496.09	100.16
090018127	1	A	29955	MOHR, DANUSE	07/24/2009	PATIENT/GUARA	470.00	385.34	84.66
100002960	1	A	070015001	MORSE, DONNA	02/03/2010	PATIENT/GUARA	384.25	234.25	150.00
100005905	1	A	090030088	MURPHY, WALLACE	03/07/2010	PATIENT/GUARA	491.50	0.00	491.50
100029403	1	A	100029403	OR, JESSICA	11/23/2010	PATIENT/GUARA	634.25	507.40	126.85
100015162	1	A	89393	PAXSON, RONALD P	06/18/2010	PATIENT/GUARA	645.00	537.97	107.03
90003956	1	A	19854	PEPPERS, DOLPHUS J	02/15/2009	MEDICARE-PART	613.00	0.00	613.00
00009844	1	A	100009844	PERKINS, LEE	04/20/2010	PATIENT/GUARA	614.75	498.24	116.51
100026726	1	A	17747	PETERSON, MICHAEL P	10/26/2010	PATIENT/GUARA	569.00	0.00	569.00
100018186	1	A	56684	PHEN, JANICE	07/22/2010	PATIENT/GUARA	508.50	420.71	87.79
100017927	1	A	100017927	PLANT, THOMAS R	07/20/2010	PATIENT/GUARA	653.75	0.00	653.75
090022974	1	A	95826	PONSALLE, DIANE N	09/15/2009	PATIENT/GUARA	479.00	0.00	479.00
100023071	1	A	5486	POSTELL, MINNIE J	09/14/2010	PATIENT/GUARA	743.50	0.00	743.50
100011208	1	A	100011208	REEVES, FRANKIE L	05/05/2010	PATIENT/GUARA	413.50	0.00	413.50
100016961	1	A	69593	REITNAUER, JOHN W	07/08/2010	PATIENT/GUARA	459.75	378.83	80.92
100017616	1	A	070030079	RICHARDSON, RUTHA	07/16/2010	PATIENT/GUARA	498.75	412.33	86.42
100013462	1	A	54332	RUCKER, RICHARD	05/31/2010	PATIENT/GUARA	635.25	405.59	229.66
100013988-2	1	A	54332	RUCKER, RICHARD	06/06/2010	PATIENT/GUARA	547.50	454.21	93.29
100019673	1	A	54332	RUCKER, RICHARD	08/08/2010	PATIENT/GUARA	715.25	609.59	105.66
100021094	1	A	54332	RUCKER, RICHARD	08/23/2010	PATIENT/GUARA	498.75	412.33	86.42
100026466	1	A	54332	RUCKER, RICHARD	10/22/2010	PATIENT/GUARA	715.25	609.59	105.66
100025478	1	A	080019780	SAYLOR, DAVID W	10/11/2010	PATIENT/GUARA	800.00	700.00	100.00
090014716	1	A	090014716	SCHULTE, WINONA	06/16/2009	PATIENT/GUARA	479.00	466.28	12.72
090017253	1	A	090014716	SCHULTE, WINONA	07/14/2009	PATIENT/GUARA	488.00	471.77	16.23
090017760	1	A	090014716	SCHULTE, WINONA	07/20/2009	PATIENT/GUARA	470.00	41.50	428.50
090031503	1	A	12812	SCOTT, SALLIE	12/17/2009	PATIENT/GUARA	459.75	380.59	79.16
100004572	1	A	12812	SCOTT, SALLIE	02/21/2010	PATIENT/GUARA	498.75	412.33	86.42
090018703	1	A	090018703	SHIMKO, GEORGE	07/31/2009	PATIENT/GUARA	470.00	385.34	84.66
100009912	1	A	100000655	STEPHENSON, RAYMOND	04/21/2010	PATIENT/GUARA	364.75	0.00	364.75
100014315	1	A	100000655	STEPHENSON, RAYMOND	06/09/2010	PATIENT/GUARA	364.75	0.00	364.75
100021090	1	A	100000655	STEPHENSON, RAYMOND	08/23/2010	PATIENT/GUARA	364.75	0.00	364.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100012472	1	A	100012472	TAYLOR, CHRISTINE P	05/19/2010	PATIENT/GUARA	491.50	408.41	83.09
090014054	1	A	080012224	TAYLOR, HENRY	06/09/2009	PATIENT/GUARA	505.00	412.52	92.48
090024354	1	A	080012224	TAYLOR, HENRY	09/29/2009	PATIENT/GUARA	614.00	507.36	106.64
080026030	1	A	080026030	TERRELL, BUDDY B	10/18/2008	PATIENT/GUARA	452.00	374.09	77.91
090029869	1	A	090029869	THAL, RICHARD O	11/29/2009	PATIENT/GUARA	489.00	405.71	83.29
090031558	1	A	080027272	TOBLER, LORINE	12/18/2009	MEDICAID X-OVE	479.25	397.34	81.91
100003987	1	A	080027272	TOBLER, LORINE	02/15/2010	PATIENT/GUARA	384.25	0.00	384.25
100020423	1	A	100020423	TORRANCE, RUBY	08/16/2010	PATIENT/GUARA	423.25	0.00	423.25
080027459	1	A	080020799	TOWNSEND-SAUERS, ME	11/04/2008	PATIENT/GUARA	352.00	0.00	352.00
090031245	1	A	090031245	UNDERWOOD, DARYL	12/14/2009	PATIENT/GUARA	498.75	0.00	498.75
100025219	1	A	100025219	UNKNOWN, UNKNOWN	10/08/2010	PATIENT/GUARA	75.00	0.00	75.00
100030446	1	A	100030446	UNKNOWN, UNKNOWN	12/06/2010	PATIENT/GUARA	364.75	0.00	364.75
100007981	1	A	090021679	VANDERLAAN, BETTY L	03/30/2010	PATIENT/GUARA	175.00	0.00	175.00
100015749	1	A	090021679	VANDERLAAN, BETTY L	06/24/2010	PATIENT/GUARA	489.00	446.49	42.51
100017929	1	A	090021679	VANDERLAAN, BETTY L	07/20/2010	PATIENT/GUARA	508.50	464.61	43.89
100004500	1	A	080016168	WALKER, ALYCE V	02/20/2010	PATIENT/GUARA	394.00	244.00	150.00
100004995	1	A	080016168	WALKER, ALYCE V	02/26/2010	PATIENT/GUARA	537.75	387.75	150.00
100010169	1	A	080016168	WALKER, ALYCE V	04/23/2010	PATIENT/GUARA	547.50	397.50	150.00
100016694	1	A	080016168	WALKER, ALYCE V	07/06/2010	PATIENT/GUARA	528.00	378.00	150.00
100017257	1	A	080016168	WALKER, ALYCE V	07/12/2010	PATIENT/GUARA	528.00	378.00	150.00
100017435	1	A	080016168	WALKER, ALYCE V	07/14/2010	PATIENT/GUARA	508.50	358.50	150.00
100018024	1	A	080016168	WALKER, ALYCE V	07/21/2010	PATIENT/GUARA	537.75	387.75	150.00
100024525	1	A	100024525	WALLACE, HOWARD K	10/01/2010	PATIENT/GUARA	645.00	535.17	109.83
100024558	1	A	100024525	WALLACE, HOWARD K	10/01/2010	PATIENT/GUARA	518.25	445.86	72.39
080027812	1	A	080027812	WELCH, RICHARD D	11/08/2008	PATIENT/GUARA	641.00	525.00	116.00
100007711	1	A	100007711	WILLIAMS, ARTHUR	03/27/2010	PATIENT/GUARA	469.50	387.20	82.30
100001690	1	A	12157	WILLIAMS, VIOLA F	01/19/2010	PATIENT/GUARA	830.25	779.89	50.36
100012391	1	A	19443	WILLIAMS, WILLIAM J	05/18/2010	PATIENT/GUARA	459.75	0.00	459.75
100010579	1	A	090024249	WILSON, SUSAN B	04/28/2010	PATIENT/GUARA	615.75	495.91	119.84
100010740	1	A	100010740	WOOD, HOWARD	04/30/2010	PATIENT/GUARA	364.75	0.00	364.75
090019575	1	A	090019575	WOODS, LAVERNE	08/09/2009	PATIENT/GUARA	461.00	0.00	461.00
090030329	1	A	59605	ZIPPERER, FRANK A	12/04/2009	PATIENT/GUARA	578.75	0.00	578.75
090032478	1	A	59605	ZIPPERER, FRANK A	12/29/2009	PATIENT/GUARA	479.25	0.00	479.25
Total Call Count For									
DENP	**DECEASED-NO PAYMENT EXPECTED**					**131**	**67069.75**	**35192.27**	**31877.48**
100030705	1	A	100030705	FLOYD, JAMES N	12/09/2010	CAPITAL HEALTH	1817.50	1549.82	267.68
100025299	1	A	100025299	GRULICH, TAYLOR P	10/09/2010	CAPITAL HEALTH	479.25	475.76	3.49
080031740	1	A	080031740	KINSEY, DYLAN	12/22/2008	UNITED HEALTH	434.00	6.55	427.45
100011123	1	A	100011123	LOMBARDO, RICHARD V	05/04/2010	HEALTH OPTION	539.75	388.07	151.68
090026783	1	A	090026783	SAXON, SAMUEL	10/26/2009	AV-MED INS POB	528.00	0.00	528.00
100015470-2	1	A	114548	SERRANO, JAIRO	06/21/2010	AETNA P981107 A	513.00	428.00	85.00
100031067	1	A	19936	SPANGLER, OTTO M	12/13/2010	PATIENT/GUARA	394.00	362.44	31.56
Total Call Count For									
HMOD	**HMO BALANCE/BILLING DISPUTE**					**7**	**4705.50**	**3210.64**	**1494.86**
100012865	1	A	100012025	ADAMS, RONALD E	05/24/2010	PATIENT/GUARA	374.50	0.00	374.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100014125	1	A	100012025	ADAMS, RONALD E	06/07/2010	PATIENT/GUARA	413.50	0.00	413.50
100015033	1	A	100012025	ADAMS, RONALD E	06/16/2010	PATIENT/GUARA	403.75	0.00	403.75
100024315	1	A	100024315	ALTMAN, STANLEY	09/28/2010	PATIENT/GUARA	374.50	0.00	374.50
100030536	1	A	98664	AMENT, CLARISSA J	12/07/2010	PATIENT/GUARA	469.50	0.00	469.50
100026705	1	A	57890	AUSTIN, RICHARD	10/25/2010	PATIENT/GUARA	647.00	0.00	647.00
100021743	1	A	100021743	BAILEY, WILLIAM	08/31/2010	PATIENT/GUARA	479.25	0.00	479.25
100022116	1	A	080001335	BARKER, MAURICE T	09/04/2010	PATIENT/GUARA	479.25	0.00	479.25
100020642	1	A	94119	BELGIE, RACHEL	08/18/2010	PATIENT/GUARA	489.00	0.00	489.00
100025122	1	A	100025122	BELL FLOWER, MYRTLE	10/07/2010	PATIENT/GUARA	498.75	0.00	498.75
100023185	1	A	100023185	BELLER, JOHN	09/15/2010	PATIENT/GUARA	459.75	0.00	459.75
100032565	1	A	100032565	BENNETT, ALEC	12/29/2010	PATIENT/GUARA	469.50	0.00	469.50
100031048	1	A	060022310	BONDURANT, ERICA L	12/13/2010	PATIENT/GUARA	606.00	0.00	606.00
100032472	1	A	060022310	BONDURANT, ERICA L	12/28/2010	PATIENT/GUARA	645.00	0.00	645.00
100022360	1	A	100014612	BOURKE, RODNEY	09/06/2010	PATIENT/GUARA	459.75	0.00	459.75
100019071	1	A	59368	BOWEN, RONNIE L	08/01/2010	PATIENT/GUARA	469.50	0.00	469.50
100032066	1	A	35393	BOYD, JOHN	12/24/2010	PATIENT/GUARA	384.25	0.00	384.25
100017647	1	A	104488	BRADFORD, NATHANIEL	07/16/2010	PATIENT/GUARA	489.00	0.00	489.00
100024978	1	A	104488	BRADFORD, NATHANIEL	10/06/2010	PATIENT/GUARA	175.00	0.00	175.00
100025074	1	A	104488	BRADFORD, NATHANIEL	10/07/2010	PATIENT/GUARA	175.00	0.00	175.00
100018908	1	A	89320	BRAND, CALVIN	07/31/2010	PATIENT/GUARA	578.75	0.00	578.75
100028173	1	A	89320	BRAND, CALVIN	11/10/2010	PATIENT/GUARA	479.25	0.00	479.25
100029222	1	A	89320	BRAND, CALVIN	11/22/2010	PATIENT/GUARA	479.25	0.00	479.25
100030478	1	A	100030478	BROWN, ANTHONY	12/06/2010	PATIENT/GUARA	489.00	0.00	489.00
110000453	1	A	080000936	BURDEN, MARIAN	01/05/2011	PATIENT/GUARA	433.00	0.00	433.00
100032159	1	A	100032159	COFELL, ROBERT C	12/25/2010	PATIENT/GUARA	481.75	0.00	481.75
110000857	1	A	4160	CRAWFORD, CURTIS	01/09/2011	PATIENT/GUARA	482.18	0.00	482.18
100018592	1	A	060015237	DAVENPORT, JON D	07/27/2010	PATIENT/GUARA	469.50	0.00	469.50
100019969	1	A	060015237	DAVENPORT, JON D	08/11/2010	PATIENT/GUARA	469.50	0.00	469.50
100028574	1	A	100028574	DAVIS, WANDA P	11/15/2010	PATIENT/GUARA	374.50	0.00	374.50
100031245	1	A	100031245	DECOURSEY, JERMAINE	12/15/2010	PATIENT/GUARA	479.25	0.00	479.25
100030475	1	A	101455	DEHGAN, RAMINE	12/06/2010	PATIENT/GUARA	479.25	0.00	479.25
100031513	1	A	101455	DEHGAN, RAMINE	12/17/2010	PATIENT/GUARA	384.25	0.00	384.25
110000438	1	A	101455	DEHGAN, RAMINE	01/05/2011	PATIENT/GUARA	549.50	0.00	549.50
100024777	1	A	100024777	DELGADO, HENRY	10/04/2010	PATIENT/GUARA	469.50	0.00	469.50
100027148	1	A	100024777	DELGADO, HENRY	10/30/2010	PATIENT/GUARA	469.50	0.00	469.50
100017586	1	A	080024164	DERR, THOMAS R	07/16/2010	PATIENT/GUARA	518.25	0.00	518.25
100025259	1	A	080024164	DERR, THOMAS R	10/09/2010	PATIENT/GUARA	508.50	0.00	508.50
100026407	1	A	080024164	DERR, THOMAS R	10/22/2010	PATIENT/GUARA	374.50	0.00	374.50
100027179	1	A	080024164	DERR, THOMAS R	10/30/2010	PATIENT/GUARA	598.25	0.00	598.25
100023621	1	A	100023621	DUBBIN, STEVEN M	09/20/2010	PATIENT/GUARA	374.50	0.00	374.50
100031492	1	A	100023621	DUBBIN, STEVEN M	12/17/2010	PATIENT/GUARA	469.50	0.00	469.50
100031730	1	A	100023621	DUBBIN, STEVEN M	12/20/2010	PATIENT/GUARA	479.25	0.00	479.25
100031939	1	A	100023621	DUBBIN, STEVEN M	12/22/2010	PATIENT/GUARA	469.50	0.00	469.50
100019423	1	A	090006046	DUBOIS, WILFRED	08/05/2010	PATIENT/GUARA	384.25	0.00	384.25
110000082	1	A	110000082	DULCE, NAZIRO	01/01/2011	PATIENT/GUARA	469.50	0.00	469.50
100019796	1	A	100019796	FAIRCLOTH, CARLTON G	08/09/2010	PATIENT/GUARA	384.25	0.00	384.25
100018727	1	A	080006300	FIGUERORA, RAUL	07/28/2010	PATIENT/GUARA	374.50	0.00	374.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100026208	1	A	060028847	FOSTER, KEITH G	10/19/2010	PATIENT/GUARA	459.75	0.00	459.75
080024801	1	A	102035	FRITZ, JAMES	10/04/2008	PATIENT/GUARA	343.00	0.00	343.00
090001301	1	A	102035	FRITZ, JAMES	01/16/2009	PATIENT/GUARA	388.00	0.00	388.00
100017554	1	A	102035	FRITZ, JAMES	07/15/2010	PATIENT/GUARA	454.50	0.00	454.50
100018636	1	A	102035	FRITZ, JAMES	07/28/2010	PATIENT/GUARA	374.50	0.00	374.50
100025354	1	A	102035	FRITZ, JAMES	10/10/2010	PATIENT/GUARA	384.25	0.00	384.25
100025994	1	A	15480	GAUTHIER, EDWARD E	10/17/2010	PATIENT/GUARA	469.50	0.00	469.50
100023382	1	A	100023382	GIFFORD, ROY E	09/17/2010	PATIENT/GUARA	394.00	0.00	394.00
100016212	1	A	84836	GRACE, KEITH	06/30/2010	PATIENT/GUARA	364.75	0.00	364.75
100017745	1	A	84836	GRACE, KEITH	07/17/2010	PATIENT/GUARA	364.75	0.00	364.75
100020579	1	A	84836	GRACE, KEITH	08/18/2010	PATIENT/GUARA	479.25	0.00	479.25
100018410	1	A	100018410	GRACE, MICHAEL	07/25/2010	PATIENT/GUARA	374.50	0.00	374.50
100007849	1	A	090018542	GRAHAM, WILLIAM	03/28/2010	PATIENT/GUARA	498.75	0.00	498.75
100020420	1	A	090018542	GRAHAM, WILLIAM	08/16/2010	PATIENT/GUARA	479.25	0.00	479.25
110000581	1	A	84171	GRIFFIN, VERLENE	01/06/2011	PATIENT/GUARA	374.50	0.00	374.50
100025457-2	1	A	080021628	GRIFFIS, RICKY B	10/11/2010	PATIENT/GUARA	384.25	0.00	384.25
100025270	1	A	060013201	GRONDIN, SEAN H	10/09/2010	PATIENT/GUARA	479.25	0.00	479.25
100018001	1	A	84170	HAJNAL, KRISTIAN	07/20/2010	PATIENT/GUARA	423.25	0.00	423.25
100021518	1	A	84170	HAJNAL, KRISTIAN	08/28/2010	PATIENT/GUARA	459.75	0.00	459.75
100028080	1	A	84410	HALE, JACK E	11/09/2010	PATIENT/GUARA	469.50	263.20	206.30
100030582	1	A	80934	HALL, HENRY	12/07/2010	PATIENT/GUARA	479.25	0.00	479.25
100019039-2	1	A	100019023	HAMILTON, VERONICA	08/01/2010	PATIENT/GUARA	384.25	0.00	384.25
100030495	1	A	82454	HARDMAN, DONALD G	12/07/2010	PATIENT/GUARA	364.75	0.00	364.75
100032138	1	A	82454	HARDMAN, DONALD G	12/24/2010	PATIENT/GUARA	528.00	0.00	528.00
100030955	1	A	52470	HARRIS, ANGEL	12/11/2010	PATIENT/GUARA	508.50	0.00	508.50
110001558	1	A	52470	HARRIS, ANGEL	01/18/2011	PATIENT/GUARA	512.40	0.00	512.40
100023615	1	A	100023615	HENDERSON, ANDREW	09/20/2010	PATIENT/GUARA	384.25	0.00	384.25
100020956	1	A	100001361	HOLMES, RONALD	08/22/2010	PATIENT/GUARA	374.50	0.00	374.50
100026230	1	A	100001361	HOLMES, RONALD	10/20/2010	PATIENT/GUARA	374.50	0.00	374.50
100026809	1	A	100001361	HOLMES, RONALD	10/26/2010	PATIENT/GUARA	374.50	0.00	374.50
100027029	1	A	100001361	HOLMES, RONALD	10/29/2010	PATIENT/GUARA	374.50	0.00	374.50
100027417	1	A	100001361	HOLMES, RONALD	11/02/2010	PATIENT/GUARA	459.75	0.00	459.75
100012451	1	A	060018021	JACKSON, LESTER	05/19/2010	PATIENT/GUARA	469.50	387.20	82.30
100019047	1	A	18160	JEFFERIES, JOHN E	08/01/2010	PATIENT/GUARA	479.25	0.00	479.25
100030998	1	A	18160	JEFFERIES, JOHN E	12/12/2010	PATIENT/GUARA	508.50	0.00	508.50
100032672	1	A	18160	JEFFERIES, JOHN E	12/30/2010	PATIENT/GUARA	479.25	0.00	479.25
100026193	1	A	8182	JOHNSON, ALBERT M	10/19/2010	PATIENT/GUARA	469.50	387.20	82.30
100020258	1	A	46240	JOHNSON, LEON	08/14/2010	PATIENT/GUARA	469.50	0.00	469.50
100020445	1	A	46240	JOHNSON, LEON	08/16/2010	PATIENT/GUARA	479.25	0.00	479.25
100020662	1	A	100020662	JONES, JEROME	08/19/2010	PATIENT/GUARA	374.50	0.00	374.50
100023100	1	A	100020662	JONES, JEROME	09/14/2010	PATIENT/GUARA	374.50	0.00	374.50
100023525	1	A	100020662	JONES, JEROME	09/19/2010	PATIENT/GUARA	489.00	0.00	489.00
100028221	1	A	100020662	JONES, JEROME	11/11/2010	PATIENT/GUARA	586.50	0.00	586.50
100022232	1	A	060030327	JUSTICE, KIM S	09/05/2010	PATIENT/GUARA	469.50	0.00	469.50
100029307	1	A	060030327	JUSTICE, KIM S	11/22/2010	PATIENT/GUARA	374.50	0.00	374.50
100018236	1	A	070019495	KAMIN, JOHN M	07/23/2010	PATIENT/GUARA	374.50	0.00	374.50
100019987	1	A	070019495	KAMIN, JOHN M	08/12/2010	PATIENT/GUARA	549.50	0.00	549.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100025959	1	A	100025959	KARCH, THEODORE	10/16/2010	PATIENT/GUARA	374.50	0.00	374.50
100023823	1	A	67512	KEENEY, CHARLES R	09/23/2010	PATIENT/GUARA	489.00	0.00	489.00
100020147	1	A	101092	KELLER, EDWARD	08/13/2010	PATIENT/GUARA	661.50	0.00	661.50
100024230	1	A	090016608	KENNEDY, SHAWN W	09/27/2010	PATIENT/GUARA	569.00	0.00	569.00
100013378	1	A	13838	KILPATRICK, DANNY	05/29/2010	PATIENT/GUARA	518.25	0.00	518.25
100020167	1	A	090015526	KINSMAN, MARK P	08/13/2010	PATIENT/GUARA	374.50	0.00	374.50
100027650	1	A	090015526	KINSMAN, MARK P	11/04/2010	PATIENT/GUARA	479.25	0.00	479.25
100028395	1	A	090015526	KINSMAN, MARK P	11/13/2010	PATIENT/GUARA	559.25	0.00	559.25
100017933	1	A	100001904	KITCHENS, LEAONARD	07/20/2010	PATIENT/GUARA	374.50	0.00	374.50
100024322	1	A	15544	LEE, JAMES M	09/28/2010	PATIENT/GUARA	489.00	0.00	489.00
100019763	1	A	100019763	LEE, RYAN C	08/09/2010	PATIENT/GUARA	394.00	0.00	394.00
100020467	1	A	100019763	LEE, RYAN C	08/17/2010	PATIENT/GUARA	489.00	0.00	489.00
100018576	1	A	8421	LEHMANN, WILLIAM C	07/27/2010	PATIENT/GUARA	489.00	0.00	489.00
100018906	1	A	8421	LEHMANN, WILLIAM C	07/31/2010	PATIENT/GUARA	459.75	0.00	459.75
100019929	1	A	8421	LEHMANN, WILLIAM C	08/11/2010	PATIENT/GUARA	364.75	0.00	364.75
100019986	1	A	8421	LEHMANN, WILLIAM C	08/12/2010	PATIENT/GUARA	459.75	0.00	459.75
100020469	1	A	8421	LEHMANN, WILLIAM C	08/17/2010	PATIENT/GUARA	374.50	0.00	374.50
100021399	1	A	8421	LEHMANN, WILLIAM C	08/26/2010	PATIENT/GUARA	469.50	0.00	469.50
100021485	1	A	8421	LEHMANN, WILLIAM C	08/27/2010	PATIENT/GUARA	384.25	0.00	384.25
100021657	1	A	8421	LEHMANN, WILLIAM C	08/29/2010	PATIENT/GUARA	518.25	0.00	518.25
100021737	1	A	8421	LEHMANN, WILLIAM C	08/30/2010	PATIENT/GUARA	384.25	0.00	384.25
100021741	1	A	8421	LEHMANN, WILLIAM C	08/30/2010	PATIENT/GUARA	364.75	0.00	364.75
00021838	1	A	8421	LEHMANN, WILLIAM C	08/31/2010	PATIENT/GUARA	464.25	0.00	464.25
00021912	1	A	8421	LEHMANN, WILLIAM C	09/01/2010	PATIENT/GUARA	498.75	0.00	498.75
100021921	1	A	8421	LEHMANN, WILLIAM C	09/02/2010	PATIENT/GUARA	364.75	0.00	364.75
100022015	1	A	8421	LEHMANN, WILLIAM C	09/03/2010	PATIENT/GUARA	364.75	0.00	364.75
100022084	1	A	8421	LEHMANN, WILLIAM C	09/03/2010	PATIENT/GUARA	479.25	0.00	479.25
100022161	1	A	8421	LEHMANN, WILLIAM C	09/04/2010	PATIENT/GUARA	508.50	0.00	508.50
100022426	1	A	8421	LEHMANN, WILLIAM C	09/07/2010	PATIENT/GUARA	498.75	0.00	498.75
100022649	1	A	30431	LEWIS, KENNETH W	09/09/2010	PATIENT/GUARA	384.25	0.00	384.25
100023469	1	A	30431	LEWIS, KENNETH W	09/18/2010	PATIENT/GUARA	498.75	0.00	498.75
100031583	1	A	1798	LITTLE, NORRIS R	12/18/2010	PATIENT/GUARA	469.50	0.00	469.50
100032550	1	A	100032550	LOCKETT, REGINALD	12/29/2010	PATIENT/GUARA	479.25	0.00	479.25
100030091	1	A	28159	LOSTON, ROSE	12/02/2010	PATIENT/GUARA	175.00	0.00	175.00
100019899	1	A	060023402	LYONS, STEVE W	08/10/2010	PATIENT/GUARA	469.50	0.00	469.50
100021666	1	A	060023402	LYONS, STEVE W	08/30/2010	PATIENT/GUARA	479.25	0.00	479.25
100026866	1	A	060023402	LYONS, STEVE W	10/27/2010	PATIENT/GUARA	498.75	0.00	498.75
110000396	1	A	060023402	LYONS, STEVE W	01/05/2011	PATIENT/GUARA	469.50	0.00	469.50
100020468	1	A	070007283	MARTIN, DUSTIN C	08/17/2010	PATIENT/GUARA	403.75	0.00	403.75
100018121	1	A	090000258	MATHIS, AL	07/22/2010	PATIENT/GUARA	364.75	0.00	364.75
100032682	1	A	060027612	MAYEAUX, JESSIE R	12/30/2010	PATIENT/GUARA	508.50	0.00	508.50
110000771	1	A	090020467	MCCLOSKEY, JAMES	01/08/2011	PATIENT/GUARA	375.48	0.00	375.48
100024369	1	A	100024369	MEOLA, WALTER	09/29/2010	PATIENT/GUARA	413.50	0.00	413.50
100019525	1	A	100019525	MERRILL, LINDSAY	08/06/2010	PATIENT/GUARA	384.25	0.00	384.25
100024035	1	A	100019525	MERRILL, LINDSAY	09/25/2010	PATIENT/GUARA	394.00	0.00	394.00
100018152	1	A	17640	MILLER, MICHAEL E	07/22/2010	PATIENT/GUARA	469.50	0.00	469.50
100013966	1	A	100013966	MILLING, ROBERT	06/05/2010	PATIENT/GUARA	469.50	387.20	82.30

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100030392	1	A	5690	MILLS, TERESA R	12/05/2010	PATIENT/GUARA	459.75	0.00	459.75
100014075	1	A	060017980	MORTON, TAMAYAH R	06/07/2010	PATIENT/GUARA	469.50	0.00	469.50
100015681	1	A	060017980	MORTON, TAMAYAH R	06/24/2010	PATIENT/GUARA	374.50	0.00	374.50
100017306	1	A	060017980	MORTON, TAMAYAH R	07/13/2010	PATIENT/GUARA	374.50	0.00	374.50
100017826	1	A	060017980	MORTON, TAMAYAH R	07/18/2010	PATIENT/GUARA	394.00	0.00	394.00
100019891	1	A	060017980	MORTON, TAMAYAH R	08/10/2010	PATIENT/GUARA	403.75	0.00	403.75
100020193	1	A	060017980	MORTON, TAMAYAH R	08/13/2010	PATIENT/GUARA	403.75	0.00	403.75
100020900	1	A	060017980	MORTON, TAMAYAH R	08/21/2010	PATIENT/GUARA	479.25	0.00	479.25
100024168	1	A	060017980	MORTON, TAMAYAH R	09/26/2010	PATIENT/GUARA	384.25	0.00	384.25
100026051	1	A	060017980	MORTON, TAMAYAH R	10/18/2010	PATIENT/GUARA	469.50	0.00	469.50
100026405	1	A	060017980	MORTON, TAMAYAH R	10/22/2010	PATIENT/GUARA	479.25	0.00	479.25
100027033	1	A	060017980	MORTON, TAMAYAH R	10/29/2010	PATIENT/GUARA	423.25	0.00	423.25
100029705	1	A	060017980	MORTON, TAMAYAH R	11/27/2010	PATIENT/GUARA	479.25	0.00	479.25
100031691	1	A	060017980	MORTON, TAMAYAH R	12/20/2010	PATIENT/GUARA	374.50	0.00	374.50
110000025	1	A	060017980	MORTON, TAMAYAH R	01/01/2011	PATIENT/GUARA	374.50	0.00	374.50
100010223	1	A	64785	MOZER, JAMES A	04/24/2010	PATIENT/GUARA	374.50	304.76	69.74
100010612	1	A	64785	MOZER, JAMES A	04/29/2010	PATIENT/GUARA	394.00	321.51	72.49
100024447	1	A	64785	MOZER, JAMES A	09/30/2010	PATIENT/GUARA	454.50	384.76	69.74
100019008	1	A	080006796	NELSON, SEAN	08/01/2010	PATIENT/GUARA	469.50	0.00	469.50
100028796	1	A	080006796	NELSON, SEAN	11/17/2010	PATIENT/GUARA	479.25	0.00	479.25
110000666	1	A	060023853	NOFFSINGER, MICHAEL C	01/07/2011	PATIENT/GUARA	413.50	0.00	413.50
110001917	1	A	060023853	NOFFSINGER, MICHAEL C	01/21/2011	PATIENT/GUARA	385.23	0.00	385.23
100031752	1	A	7932	PETERSON, TONY L	12/20/2010	PATIENT/GUARA	564.00	0.00	564.00
100023839	1	A	2604	PLEASANT, MARY L	09/23/2010	PATIENT/GUARA	374.50	0.00	374.50
100025457	1	A	060018517	POSTON, SANDRA	10/11/2010	PATIENT/GUARA	384.25	0.00	384.25
100026373	1	A	060018517	POSTON, SANDRA	10/21/2010	PATIENT/GUARA	459.75	0.00	459.75
100019368	1	A	100019368	PRICE, LARRY	08/05/2010	PATIENT/GUARA	576.75	0.00	576.75
100022114	1	A	95095	QUINLAN, RICHARD L	09/04/2010	PATIENT/GUARA	537.75	0.00	537.75
100022271	1	A	55469	RIDGELL, DAVID W	09/05/2010	PATIENT/GUARA	469.50	0.00	469.50
100032590	1	A	55469	RIDGELL, DAVID W	12/29/2010	PATIENT/GUARA	479.25	0.00	479.25
110000141	1	A	55469	RIDGELL, DAVID W	01/02/2011	PATIENT/GUARA	469.50	0.00	469.50
100023304	1	A	100023304	RIVERA, IVELISSE ROSA	09/17/2010	PATIENT/GUARA	489.00	0.00	489.00
100022800	1	A	100022800	ROBINSON, GREGORY	09/11/2010	PATIENT/GUARA	489.00	403.95	85.05
100023298	1	A	100022800	ROBINSON, GREGORY	09/16/2010	PATIENT/GUARA	469.50	387.20	82.30
100023136	1	A	62543	ROMAN, DAVID M	09/15/2010	PATIENT/GUARA	469.50	0.00	469.50
100024499	1	A	62543	ROMAN, DAVID M	10/01/2010	PATIENT/GUARA	586.50	0.00	586.50
110001197	1	A	16793	ROQUETA, ANTHONY C	01/13/2011	PATIENT/GUARA	375.48	0.00	375.48
110001271	1	A	16793	ROQUETA, ANTHONY C	01/14/2011	PATIENT/GUARA	367.68	0.00	367.68
100021617	1	A	070028714	ROTHFELDT, BRIAN D	08/29/2010	PATIENT/GUARA	489.00	0.00	489.00
100024758	1	A	070028714	ROTHFELDT, BRIAN D	10/04/2010	PATIENT/GUARA	374.50	0.00	374.50
100032242	1	A	100032242	RUSSELL, GLEN	12/26/2010	PATIENT/GUARA	374.50	0.00	374.50
110000066	1	A	100032242	RUSSELL, GLEN	01/01/2011	PATIENT/GUARA	479.25	0.00	479.25
100029230	1	A	100029230	RUTLEDGE, GLENN A	11/22/2010	PATIENT/GUARA	549.50	0.00	549.50
100027241	1	A	17671	SCOTT, WAYNE A	10/31/2010	PATIENT/GUARA	433.00	355.02	77.98
100020835	1	A	42534	SIMPSON, JOSEPH A	08/21/2010	PATIENT/GUARA	459.75	0.00	459.75
110001600	1	A	110001600	SMITH, SYLVESTER	01/18/2011	PATIENT/GUARA	462.68	0.00	462.68
100019547	1	A	100019547	STAUFF, JOHN P	08/06/2010	PATIENT/GUARA	469.50	0.00	469.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100019106	1	A	090025112	TESTA, ROBERT	08/02/2010	PATIENT/GUARA	374.50	0.00	374.50
100016761	1	A	100016761	THOMAS, LARRY	07/06/2010	PATIENT/GUARA	469.50	387.20	82.30
100016988	1	A	100016761	THOMAS, LARRY	07/09/2010	PATIENT/GUARA	459.75	378.83	80.92
100025638	1	A	82375	TYSON, NANCY D	10/13/2010	PATIENT/GUARA	483.75	0.00	483.75
090015423	1	A	090002783	VAN NORMAN, JAWN	06/24/2009	PATIENT/GUARA	488.00	0.00	488.00
100012696	1	A	090002783	VAN NORMAN, JAWN	05/22/2010	PATIENT/GUARA	489.00	0.00	489.00
100023443	1	A	090002783	VAN NORMAN, JAWN	09/18/2010	PATIENT/GUARA	489.00	0.00	489.00
100030210	1	A	090002783	VAN NORMAN, JAWN	12/03/2010	PATIENT/GUARA	469.50	0.00	469.50
100020017	1	A	090028991	WAFFORD, JERRY	08/12/2010	PATIENT/GUARA	364.75	0.00	364.75
100020277	1	A	090028991	WAFFORD, JERRY	08/14/2010	PATIENT/GUARA	459.75	0.00	459.75
100020403	1	A	090028991	WAFFORD, JERRY	08/16/2010	PATIENT/GUARA	433.00	0.00	433.00
100020411	1	A	090028991	WAFFORD, JERRY	08/16/2010	PATIENT/GUARA	364.75	0.00	364.75
100020517	1	A	090028991	WAFFORD, JERRY	08/17/2010	PATIENT/GUARA	394.00	0.00	394.00
100020614	1	A	090028991	WAFFORD, JERRY	08/18/2010	PATIENT/GUARA	498.75	0.00	498.75
100020693	1	A	090028991	WAFFORD, JERRY	08/19/2010	PATIENT/GUARA	423.25	0.00	423.25
100020738	1	A	090028991	WAFFORD, JERRY	08/20/2010	PATIENT/GUARA	374.50	0.00	374.50
100020770	1	A	090028991	WAFFORD, JERRY	08/20/2010	PATIENT/GUARA	469.50	0.00	469.50
100020887	1	A	090028991	WAFFORD, JERRY	08/21/2010	PATIENT/GUARA	364.75	0.00	364.75
100020958	1	A	090028991	WAFFORD, JERRY	08/22/2010	PATIENT/GUARA	374.50	0.00	374.50
100021080	1	A	090028991	WAFFORD, JERRY	08/23/2010	PATIENT/GUARA	479.25	0.00	479.25
100021107	1	A	090028991	WAFFORD, JERRY	08/23/2010	PATIENT/GUARA	364.75	0.00	364.75
100021258	1	A	090028991	WAFFORD, JERRY	08/25/2010	PATIENT/GUARA	374.50	0.00	374.50
00021283	1	A	090028991	WAFFORD, JERRY	08/25/2010	PATIENT/GUARA	364.75	0.00	364.75
00021526	1	A	090028991	WAFFORD, JERRY	08/28/2010	PATIENT/GUARA	489.00	0.00	489.00
100021684	1	A	090028991	WAFFORD, JERRY	08/30/2010	PATIENT/GUARA	452.50	0.00	452.50
100023068	1	A	090028991	WAFFORD, JERRY	09/14/2010	PATIENT/GUARA	374.50	0.00	374.50
100023690	1	A	090028991	WAFFORD, JERRY	09/21/2010	PATIENT/GUARA	489.00	0.00	489.00
100023956	1	A	090028991	WAFFORD, JERRY	09/24/2010	PATIENT/GUARA	384.25	0.00	384.25
100024055	1	A	090028991	WAFFORD, JERRY	09/25/2010	PATIENT/GUARA	479.25	0.00	479.25
100024474	1	A	090028991	WAFFORD, JERRY	09/30/2010	PATIENT/GUARA	413.50	0.00	413.50
100024772	1	A	090028991	WAFFORD, JERRY	10/04/2010	PATIENT/GUARA	469.50	0.00	469.50
100025587	1	A	090028991	WAFFORD, JERRY	10/13/2010	PATIENT/GUARA	374.50	0.00	374.50
100025656	1	A	090028991	WAFFORD, JERRY	10/13/2010	PATIENT/GUARA	374.50	0.00	374.50
100025763	1	A	090028991	WAFFORD, JERRY	10/14/2010	PATIENT/GUARA	489.00	0.00	489.00
100021165	1	A	080025631	WALTERS, DANIEL	08/24/2010	PATIENT/GUARA	403.75	0.00	403.75
100026145	1	A	090024983	WEBER, EUGENE	10/19/2010	PATIENT/GUARA	508.50	0.00	508.50
100031950	1	A	090024983	WEBER, EUGENE	12/22/2010	PATIENT/GUARA	472.00	0.00	472.00
110000945	1	A	090024983	WEBER, EUGENE	01/11/2011	PATIENT/GUARA	394.00	0.00	394.00
100020131	1	A	100020131	WILKINS, MICHAEL	08/13/2010	PATIENT/GUARA	518.25	0.00	518.25
100019983	1	A	080006661	WILLIAMS, DAVID A	08/11/2010	PATIENT/GUARA	459.75	0.00	459.75
100027279	1	A	080006661	WILLIAMS, DAVID A	10/31/2010	PATIENT/GUARA	423.25	0.00	423.25
Total Call Count For									
INDG	**INDIGENT/HOMELESS**					**230**	**102110.88**	**4348.03**	**97762.85**
080001064	1	A	38899	MACON, CRYSTAL E	01/13/2008	MEDICAID X-OVE	350.50	285.57	64.93

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
Total Call Count For									
MMEX	**M'CARE/CAID FILE LIMIT EXP/ERR**					**1**	**350.50**	**285.57**	**64.93**
100020476	1	A	1785	CHESSER, RONALD	08/17/2010	PATIENT/GUARA	384.25	0.00	384.25
100022192	1	A	100022192	FOLSOM, JAMES M	09/04/2010	PATIENT/GUARA	374.50	0.00	374.50
100022299	1	A	100022192	FOLSOM, JAMES M	09/06/2010	PATIENT/GUARA	384.25	0.00	384.25
Total Call Count For									
MARC	**MARCHMAN ACT**					**3**	**1143.00**	**0.00**	**1143.00**
090020295-2	1	A	113150	ABDENHAFEZ, SHOKRY A	08/18/2009	PATIENT/GUARA	100.00	0.00	100.00
090031051	1	A	090031051	ABELARDO, BLANCO GUR	12/12/2009	PATIENT/GUARA	384.25	0.00	384.25
090031085-2	1	A	090031085	ABNER, JACARLO	12/13/2009	PATIENT/GUARA	469.50	0.00	469.50
090030689	1	A	090030689	ABOLVERDI, PATIENT	12/08/2009	PATIENT/GUARA	489.00	0.00	489.00
090011950	1	A	59323	ADAMS, DAVID	05/15/2009	PATIENT/GUARA	479.00	0.00	479.00
090021890	1	A	080001748	ADAMS, FRANK	09/04/2009	PATIENT/GUARA	623.00	0.00	623.00
100003187	1	A	100003187	ADAMS, HEATHER L	02/05/2010	PATIENT/GUARA	630.00	0.00	630.00
090026001	1	A	090026001	ADAMS, MELISSA	10/17/2009	PATIENT/GUARA	469.50	0.00	469.50
090029269	1	A	090026001	ADAMS, MELISSA	11/23/2009	PATIENT/GUARA	469.50	0.00	469.50
090030841	1	A	76968	ADAMS, ROBERT	12/10/2009	PATIENT/GUARA	469.50	0.00	469.50
100000532	1	A	100000532	ADDIS, DEANNA	01/07/2010	BCBS ST OF FL "	469.50	0.00	469.50
090022272	1	A	070016800	ADDIS, DEANNA L	09/08/2009	PATIENT/GUARA	479.00	0.00	479.00
090031341	1	A	090031341	ADDISON, SHANE	12/15/2009	PATIENT/GUARA	606.00	0.00	606.00
090010966	1	A	29728	ADKINS, RAYMOND D	05/04/2009	PATIENT/GUARA	497.00	408.22	88.78
090023058	1	A	090023058	ADLEE, TIANA	09/16/2009	PATIENT/GUARA	623.00	0.00	623.00
090026228	1	A	87267	AGER, LINDA S	10/19/2009	PATIENT/GUARA	547.50	0.00	547.50
090022870	1	A	090022870	AHSAN, MUHAMMAD	09/14/2009	PATIENT/GUARA	443.00	240.10	202.90
090027086	1	A	090027086	AIKENS, MARIO	10/29/2009	PATIENT/GUARA	489.00	0.00	489.00
090028104	1	A	090028104	ALBRECHT, WILLIAM	11/10/2009	PATIENT/GUARA	489.00	0.00	489.00
100004352	1	A	080007201	ALEXANDER, ANNETTE	02/19/2010	PATIENT/GUARA	433.00	0.00	433.00
090025374	1	A	090025374	ALEXANDER, ERIC	10/10/2009	PATIENT/GUARA	394.00	0.00	394.00
090027048	1	A	090027048	ALEXANDER, MICHELLE	10/29/2009	PATIENT/GUARA	498.75	0.00	498.75
090024823	1	A	090024823	ALFORD, DEBORAH I	10/05/2009	PATIENT/GUARA	459.75	0.00	459.75
100000764	1	A	29775	ALLEN, ATHA M	01/09/2010	PATIENT/GUARA	433.00	283.00	150.00
100002094	1	A	29775	ALLEN, ATHA M	01/24/2010	PATIENT/GUARA	567.00	417.00	150.00
100002873	1	A	29775	ALLEN, ATHA M	02/02/2010	PATIENT/GUARA	433.00	283.00	150.00
090026508	1	A	090026508	ALLEN, JAMES	10/22/2009	PATIENT/GUARA	469.50	0.00	469.50
090029221	1	A	090029221	ALLEN, KENNY	11/22/2009	PATIENT/GUARA	498.75	0.00	498.75
100001363-2	1	A	113877	ALLEN, PHILICIA	01/16/2010	PATIENT/GUARA	705.50	0.00	705.50
090019701	1	A	113202	ALLEN, SAMUEL	08/10/2009	PATIENT/GUARA	100.00	0.00	100.00
090026358	1	A	090026358	ALLEN, SUSAN	10/21/2009	PATIENT/GUARA	1727.25	0.00	1727.25
090027202	1	A	090027202	ALLENDER, MARSHA C	10/31/2009	PATIENT/GUARA	479.25	0.00	479.25
090021135	1	A	090021135	ALONSO, ALICE	08/27/2009	PATIENT/GUARA	370.00	0.00	370.00
090032492	1	A	1920	ALSTON, VIVIAN L	12/29/2009	PATIENT/GUARA	384.25	314.62	69.63
090026862	1	A	090006612	ALTMAN, JABARI K	10/27/2009	PATIENT/GUARA	508.50	0.00	508.50
090009383	1	A	090000917	AMBROSELL, STACY	04/16/2009	PATIENT/GUARA	479.00	0.00	479.00
090022591	1	A	090022591	ANDERSON, AMBER	09/11/2009	PATIENT/GUARA	470.00	0.00	470.00
090028476	1	A	95796	ANDERSON, BOBBY	11/14/2009	PATIENT/GUARA	469.50	0.00	469.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100007342	1	A	100007342	ANDERSON, JOHN P	03/23/2010	PATIENT/GUARA	540.25	0.00	540.25
090030208	1	A	17579	ANDERSON, MARVIN	12/03/2009	PATIENT/GUARA	498.75	0.00	498.75
090031336	1	A	17579	ANDERSON, MARVIN	12/15/2009	PATIENT/GUARA	384.25	0.00	384.25
090020411	1	A	090020411	ANDREWS, ANNETTE	08/19/2009	PATIENT/GUARA	434.00	0.00	434.00
090027505	1	A	090027505	ANDREWS, JAMES	11/03/2009	PATIENT/GUARA	695.75	0.00	695.75
090025392	1	A	090025392	ANGELOPOULOS, CHRIST	10/11/2009	PATIENT/GUARA	539.75	0.00	539.75
090028485	1	A	090028485	ANGLERO, ALDA	11/14/2009	PATIENT/GUARA	773.75	669.38	104.37
090015327	1	A	98752	ANSEL, RICHARD G	06/23/2009	PATIENT/GUARA	563.00	475.59	87.41
090016332	1	A	98752	ANSEL, RICHARD G	07/04/2009	PATIENT/GUARA	479.00	392.97	86.03
090017358	1	A	98752	ANSEL, RICHARD G	07/15/2009	PATIENT/GUARA	533.00	438.72	94.28
090024817	1	A	060011737	ARAOZ, RICARDO	10/05/2009	PATIENT/GUARA	459.75	359.75	100.00
090029416	1	A	090029416	ARMAND, CHRISTEPHANI	11/24/2009	PATIENT/GUARA	384.25	0.00	384.25
090024064	1	A	080022890	ARMSTRONG, MICHAEL V	09/26/2009	PATIENT/GUARA	452.00	0.00	452.00
090020380	1	A	090020380	ARMSTRONG, RICHARD C	08/18/2009	PATIENT/GUARA	578.00	0.00	578.00
090025499	1	A	090025499	ARNOLD, LAUREL	10/12/2009	PATIENT/GUARA	606.00	400.00	206.00
080014429	1	A	080014429	ARROYO, BLANCHE	06/09/2008	PATIENT/GUARA	433.50	0.00	433.50
090029825-2	1	A	113626	ARVIN, ANNISTON	11/28/2009	PATIENT/GUARA	630.00	0.00	630.00
090029825-3	1	A	113627	ARVIN, ERICH D	11/28/2009	PATIENT/GUARA	725.00	0.00	725.00
090029578	1	A	41418	ASH, BILLY J	11/26/2009	PATIENT/GUARA	374.50	0.00	374.50
090019218	1	A	090019218	ASHAN, MUHAMMAD	08/05/2009	PATIENT/GUARA	443.00	240.10	202.90
080031568	1	A	080031568	ASKREN, KAREN K	12/20/2008	PATIENT/GUARA	605.00	529.82	75.18
100002819	1	A	57890	AUSTIN, RICHARD	02/01/2010	PATIENT/GUARA	567.00	0.00	567.00
100008194	1	A	57890	AUSTIN, RICHARD	04/01/2010	PATIENT/GUARA	576.75	0.00	576.75
100008561	1	A	57890	AUSTIN, RICHARD	04/05/2010	PATIENT/GUARA	472.00	0.00	472.00
100012861	1	A	57890	AUSTIN, RICHARD	05/24/2010	PATIENT/GUARA	472.00	0.00	472.00
100005562	1	A	100005562	AVERY, ETHEL	03/04/2010	BCBS OF FL/FED	498.75	0.00	498.75
090020465	1	A	18446	AVINGER, CHERYL A	08/19/2009	PATIENT/GUARA	605.00	0.00	605.00
100008362	1	A	79403	BACHAR, KATHRYN M	04/03/2010	PATIENT/GUARA	469.50	0.00	469.50
090025760	1	A	090025760	BACHLE, MARK C	10/15/2009	PATIENT/GUARA	479.25	368.61	110.64
090016281	1	A	88334	BAKER, GORDON O	07/04/2009	BCBS OF FL POB	452.00	370.09	81.91
100000078	1	A	100000078	BAKER, MIGUEL	01/02/2010	VISTA HEALTH P	403.75	0.00	403.75
090021617	1	A	74722	BALDWIN, PAULETTE V	09/01/2009	PATIENT/GUARA	418.00	0.00	418.00
090030838	1	A	74722	BALDWIN, PAULETTE V	12/10/2009	PATIENT/GUARA	469.50	0.00	469.50
100012408	1	A	49998	BANNERMAN, JACQUELIN	05/18/2010	PATIENT/GUARA	489.00	0.00	489.00
090030304	1	A	62642	BARBAR, FRANKLIN	12/04/2009	PATIENT/GUARA	459.75	0.00	459.75
100001928	1	A	100000913	BARLETTO, JOSEPH	01/22/2010	PATIENT/GUARA	559.25	0.00	559.25
090000895	1	A	090000895	BARNES-KELLY, BONNIE	01/11/2009	PATIENT/GUARA	536.00	450.00	86.00
090028964	1	A	92729	BARNEY, JOHN E	11/19/2009	PATIENT/GUARA	403.75	0.00	403.75
090020521	1	A	090020521	BARNHILL, MARY P	08/20/2009	PATIENT/GUARA	506.00	415.84	90.16
090030827	1	A	090030827	BARRON, THOMAS W	12/09/2009	PATIENT/GUARA	498.75	0.00	498.75
090021493	1	A	34159	BARTON, JAMES	08/31/2009	PATIENT/GUARA	545.00	0.00	545.00
090029050	1	A	090029050	BASCOM, RAHEEM	11/20/2009	PATIENT/GUARA	695.75	0.00	695.75
090022951	1	A	070007399	BASKIN, BARBARA J	09/15/2009	PATIENT/GUARA	434.00	354.84	79.16
090024801	1	A	070007399	BASKIN, BARBARA J	10/05/2009	PATIENT/GUARA	489.00	405.71	83.29
090016402	1	A	22072	BASS, TAMMY	07/05/2009	PATIENT/GUARA	461.00	0.00	461.00
090027625	1	A	69446	BATIE, DOMINIQUE D	11/04/2009	PATIENT/GUARA	459.75	0.00	459.75
090027570	1	A	090027570	BAUMGARDNER, STEPHA	11/04/2009	PATIENT/GUARA	384.25	0.00	384.25

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090017715	1	A	090017715	BAZL, PARISA	07/20/2009	PATIENT/GUARA	497.00	0.00	497.00
090017509	1	A	070004971	BEARD, PATRICIA	07/17/2009	BCBS OF FL POB	452.00	0.00	452.00
090024688	1	A	14041	BEASLEY, LENORA	10/03/2009	PATIENT/GUARA	423.25	0.00	423.25
100003404	1	A	100003404	BEAUGE, SIMONE	02/08/2010	PATIENT/GUARA	384.25	0.00	384.25
090027114	1	A	090027114	BEAVER, JENNIFER	10/30/2009	BCBS OF FL POB	498.75	0.00	498.75
090028173	1	A	090028173	BECKETT, THOMAS A	11/10/2009	PATIENT/GUARA	569.00	0.00	569.00
090016313	1	A	090016313	BEGLEY, ASHLEY	07/04/2009	PATIENT/GUARA	596.00	0.00	596.00
070004014	1	A	1116	BEHRINGER, HELENA M	02/16/2007	PATIENT/GUARA	552.00	222.56	329.44
090021005	1	A	090021005	BELFLOWER, DANIEL	08/26/2009	PATIENT/GUARA	352.00	0.00	352.00
090031156	1	A	090021005	BELFLOWER, DANIEL	12/13/2009	PATIENT/GUARA	508.50	0.00	508.50
090030922	1	A	090030922	BELL, KELVIN	12/11/2009	PATIENT/GUARA	469.50	0.00	469.50
090009478	1	A	090009478	BELL, MONICA K	04/17/2009	PATIENT/GUARA	569.00	0.00	569.00
090025768	1	A	090009478	BELL, MONICA K	10/15/2009	BCBS OF FL POB	175.00	0.00	175.00
090020806	1	A	10121	BELL, RAMONA	08/23/2009	PATIENT/GUARA	452.00	0.00	452.00
090025943	1	A	090000060	BELLAMY, MICHEAL	10/16/2009	PATIENT/GUARA	596.25	0.00	596.25
090028943	1	A	060022720	BELLIS, PATRICIA	11/19/2009	PATIENT/GUARA	413.50	0.00	413.50
090027917	1	A	68554	BELTRAN, MICHAEL C	11/07/2009	PATIENT/GUARA	606.00	0.00	606.00
090029554	1	A	275	BENJAMIN, VIOLA B	11/25/2009	PATIENT/GUARA	403.75	0.00	403.75
090030791	1	A	275	BENJAMIN, VIOLA B	12/09/2009	PATIENT/GUARA	413.50	0.00	413.50
090032116	1	A	275	BENJAMIN, VIOLA B	12/24/2009	PATIENT/GUARA	403.75	0.00	403.75
090032301	1	A	49554	BENNETT, SHIRLEY A	12/27/2009	PATIENT/GUARA	175.00	0.00	175.00
090030900	1	A	113810	BENSON, KEITH	12/10/2009	PATIENT/GUARA	115.00	0.00	115.00
090029344	1	A	090029344	BENTLEY, ANDREW J	11/23/2009	PATIENT/GUARA	606.00	0.00	606.00
090032027	1	A	090029344	BENTLEY, ANDREW J	12/23/2009	PATIENT/GUARA	567.00	0.00	567.00
090029400	1	A	090016239	BERISH, JENNIFER L	11/24/2009	PATIENT/GUARA	498.75	0.00	498.75
090021547	1	A	113181	BERKA, LEROY E	08/31/2009	PATIENT/GUARA	596.00	0.00	596.00
080031555	1	A	104696	BERLIN, DAVID	12/20/2008	BCBS OF FL POB	605.00	0.00	605.00
090029767	1	A	090029767	BERNARD, JOHN	11/28/2009	PATIENT/GUARA	645.00	539.73	105.27
100013905	1	A	13777	BERRIOS, DANIEL L	06/04/2010	PATIENT/GUARA	175.00	0.00	175.00
090024612	1	A	090024612	BEVAN, CARY BETH	10/02/2009	PATIENT/GUARA	557.25	445.80	111.45
090032073	1	A	090032073	BILLINGTON, TAILLIYAH	12/24/2009	PATIENT/GUARA	403.75	0.00	403.75
090030145	1	A	55838	BIRCHFIELD, DANIELLE	12/02/2009	PATIENT/GUARA	489.00	0.00	489.00
090023193	1	A	090023193	BLACK, AUSTIN	09/17/2009	PATIENT/GUARA	545.00	0.00	545.00
090016950-3	1	A	112978	BLACKMON, VICTORIA G	07/11/2009	PATIENT/GUARA	536.00	511.00	25.00
090023551	1	A	52704	BLACKSHEAR, WILLIE T	09/21/2009	PATIENT/GUARA	632.00	522.61	109.39
090004928	1	A	109063	BLAIR, VALERIA L	02/26/2009	PATIENT/GUARA	587.00	484.48	102.52
090004490	1	A	090004490	BLAKE, SABRINA	02/21/2009	AETNA U.S.HEAL	352.00	0.00	352.00
090003558	1	A	85817	BLANCHARD, RAYMOND G	02/11/2009	PATIENT/GUARA	536.00	0.00	536.00
090015055	1	A	85817	BLANCHARD, RAYMOND G	06/20/2009	PATIENT/GUARA	461.00	0.00	461.00
090021690	1	A	85817	BLANCHARD, RAYMOND G	09/02/2009	PATIENT/GUARA	452.00	0.00	452.00
090010896	1	A	090010896	BLANKENSHIP, JUSTIN	05/04/2009	PATIENT/GUARA	452.00	0.00	452.00
090020989	1	A	090020989	BLANTON, EDWARD	08/25/2009	PATIENT/GUARA	470.00	385.34	84.66
090022030	1	A	090020989	BLANTON, EDWARD	09/05/2009	PATIENT/GUARA	524.00	431.10	92.90
090015915	1	A	090015915	BLUE, WILLIAM	06/30/2009	PATIENT/GUARA	379.00	305.76	73.24
090016279	1	A	090015915	BLUE, WILLIAM	07/04/2009	PATIENT/GUARA	361.00	290.50	70.50
100001309	1	A	100001309	BLYDEN, JASON	01/15/2010	PATIENT/GUARA	394.00	0.00	394.00
090016309	1	A	090016309	BOATWRIGHT, LYNETTE L	07/04/2009	PATIENT/GUARA	352.00	345.61	6.39

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090030787	1	A	070010656	BOBEK, SARAH	12/09/2009	PATIENT/GUARA	469.50	241.61	227.89
100000690	1	A	100000690	BOCK, CALVIN	01/08/2010	PATIENT/GUARA	518.25	0.00	518.25
090025919	1	A	96941	BOGACZ, KELLY A	10/16/2009	PATIENT/GUARA	539.75	0.00	539.75
090029949	1	A	090029949	BOGGS, RICHMOND	11/30/2009	PATIENT/GUARA	469.50	0.00	469.50
090028331	1	A	3718	BOLEN, CHERYL R	11/12/2009	PATIENT/GUARA	557.25	510.81	46.44
090024506	1	A	090024506	BOLES, BETTY R	10/01/2009	PATIENT/GUARA	589.00	0.00	589.00
100004818	1	A	080026321	BOLTON, MICHAEL A	02/24/2010	PATIENT/GUARA	528.00	335.25	192.75
100008618	1	A	080026321	BOLTON, MICHAEL A	04/06/2010	PATIENT/GUARA	508.50	321.77	186.73
100009192	1	A	080026321	BOLTON, MICHAEL A	04/13/2010	PATIENT/GUARA	508.50	321.77	186.73
090024887	1	A	090024887	BOLTON, MIKE	10/06/2009	PATIENT/GUARA	528.00	343.91	184.09
090032599	1	A	090032599	BONFOUR, CHARLES A	12/30/2009	PATIENT/GUARA	615.75	0.00	615.75
090027209	1	A	090027209	BOOHER, JOSHUA	10/31/2009	PATIENT/GUARA	469.50	0.00	469.50
090028002	1	A	090028002	BOOKER, BABYRAY D	11/08/2009	PATIENT/GUARA	489.00	0.00	489.00
090023671	1	A	78432	BOOTH, VERNELL	09/22/2009	PATIENT/GUARA	479.00	0.00	479.00
090002335	1	A	090002335	BORDERS, MAE L	01/28/2009	PATIENT/GUARA	443.00	362.43	80.57
100001826	1	A	100001826	BORJA, SYLVESTA	01/21/2010	PATIENT/GUARA	474.00	0.00	474.00
100000577	1	A	100000577	BOSELL, LATOYA R	01/07/2010	PATIENT/GUARA	606.00	0.00	606.00
090031115	1	A	67089	BOSKIT, ALFONIA L	12/13/2009	PATIENT/GUARA	586.50	400.00	186.50
100007816	1	A	100007816	BOSTON, MELIKE	03/28/2010	BCBS OF FL POB	598.75	0.00	598.75
090027389	1	A	37254	BOUIE, JIMMY	11/02/2009	PATIENT/GUARA	578.75	0.00	578.75
090031637	1	A	090031637	BOUZA, DOUGLAS	12/19/2009	UNITED HEALTH	498.75	0.00	498.75
090032533	1	A	090031637	BOUZA, DOUGLAS	12/30/2009	UNITED HEALTH	479.25	0.00	479.25
00000900	1	A	090031637	BOUZA, DOUGLAS	01/11/2010	UNITED HEALTH	479.25	0.00	479.25
090024231	1	A	090024231	BOWERS, LISA	09/28/2009	PATIENT/GUARA	470.00	0.00	470.00
090024917	1	A	060006731	BOWERS, PEARLY M	10/06/2009	PATIENT/GUARA	479.25	0.00	479.25
090021181	1	A	090021181	BOWIE, KIA	08/27/2009	PATIENT/GUARA	587.00	0.00	587.00
100000724	1	A	100000724	BOWLER, MARK	01/09/2010	PATIENT/GUARA	578.75	0.00	578.75
090028211	1	A	090028204	BOWMAN, DIANE D	11/11/2009	PATIENT/GUARA	528.00	310.74	217.26
090020656	1	A	070009553	BOYD, BERNARD	08/21/2009	PATIENT/GUARA	461.00	0.00	461.00
100001451	1	A	113878	BOYD, CHENOA N	01/17/2010	PATIENT/GUARA	571.50	0.00	571.50
100005454	1	A	98678	BOYD, DENSIRATE	03/02/2010	PATIENT/GUARA	498.75	0.00	498.75
090020915	1	A	090020915	BOYKIN, DEMETRIS	08/25/2009	PATIENT/GUARA	479.00	0.00	479.00
090022079	1	A	090022079	BOYNTON, KENNETH	09/06/2009	PATIENT/GUARA	334.00	0.00	334.00
090019738	1	A	090019738	BOZARTH, BYRON P	08/11/2009	PATIENT/GUARA	766.00	0.00	766.00
090021231	1	A	101885	BRADFIELD, STUBANA	08/28/2009	PATIENT/GUARA	443.00	362.46	80.54
090025656	1	A	090025656	BRADFORD, MIZEL	10/14/2009	PATIENT/GUARA	489.00	0.00	489.00
090024572	1	A	090024572	BRADLEY, MEGAN	10/02/2009	PATIENT/GUARA	459.75	0.00	459.75
090025054	1	A	080020835	BRADLEY, SARAH	10/07/2009	PATIENT/GUARA	459.75	0.00	459.75
090030988	1	A	070028713	BRAKE, SAMUEL J	12/11/2009	PATIENT/GUARA	489.00	0.00	489.00
100000747	1	A	070028713	BRAKE, SAMUEL J	01/09/2010	PATIENT/GUARA	479.25	0.00	479.25
090029346	1	A	090029346	BRAMBLE, SANDRA	11/23/2009	PATIENT/GUARA	489.00	0.00	489.00
090024154	1	A	090024154	BRANDON, JOHNSON C	09/27/2009	PATIENT/GUARA	461.00	0.00	461.00
090024673	1	A	6558	BRANDT, RICHARD	10/03/2009	PATIENT/GUARA	528.00	443.91	84.09
100002480	1	A	103447	BRANNON, ALPHONSO	01/28/2010	PATIENT/GUARA	175.00	0.00	175.00
090025583	1	A	070025973	BRANTLEY, BRUCE	10/13/2009	PATIENT/GUARA	559.25	0.00	559.25
090027487	1	A	090027487	BRAVO, ELENI	11/03/2009	PATIENT/GUARA	364.75	0.00	364.75
090024691	1	A	2706	BREHM, DAWN C	10/03/2009	BCBS OF FL POB	528.00	0.00	528.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090025608	1	A	2706	BREHM, DAWN C	10/13/2009	BCBS OF FL POB	518.25	0.00	518.25
090028419	1	A	090028419	BREMER, MELISSA B	11/13/2009	PATIENT/GUARA	489.00	0.00	489.00
090028289	1	A	090028289	BREWER, JAMES	11/12/2009	PATIENT/GUARA	576.75	0.00	576.75
090031669	1	A	47577	BRIDGES, BOBBY C	12/19/2009	PATIENT/GUARA	459.75	359.75	100.00
090027757	1	A	090027757	BRIDGES, KEITH	11/06/2009	PATIENT/GUARA	617.75	0.00	617.75
090020928	1	A	40834	BRISTOL, JOSEPH	08/25/2009	PATIENT/GUARA	497.00	0.00	497.00
090028231	1	A	16553	BRISTOL, VALERIE L	11/11/2009	PATIENT/GUARA	588.50	0.00	588.50
080002633-2	1	A	72910	BRITT, DANICA	01/31/2008	PATIENT/GUARA	519.00	0.00	519.00
090028131	1	A	104552	BRITT, LILLIS	11/10/2009	PATIENT/GUARA	423.25	0.00	423.25
090028063	1	A	090028063	BROCK, JOHN C	11/09/2009	PATIENT/GUARA	557.25	0.00	557.25
090026077	1	A	070031217	BROCKINGTON, DERRIEN	10/18/2009	PATIENT/GUARA	403.75	0.00	403.75
090030017	1	A	090030017	BROCKS, TIMOTHY L	12/01/2009	PATIENT/GUARA	518.25	0.00	518.25
090022595	1	A	090022595	BROOKS, ANDERIA N	09/11/2009	PATIENT/GUARA	472.00	0.00	472.00
090025655	1	A	060023200	BROOKS, ANTOINE	10/14/2009	BCBS OF FL POB	508.50	0.00	508.50
070000072	1	A	98531	BROOKS, EDWARD E	01/01/2007	PATIENT/GUARA	664.00	0.00	664.00
090007773	1	A	112495	BROOKS, LOUVENIA	03/30/2009	PATIENT/GUARA	544.00	25.00	519.00
090022084	1	A	090003036	BROOKS, SHURON C	09/06/2009	PATIENT/GUARA	460.00	0.00	460.00
090024554	1	A	090003036	BROOKS, SHURON C	10/02/2009	PATIENT/GUARA	596.25	0.00	596.25
090026307	1	A	090003036	BROOKS, SHURON C	10/20/2009	PATIENT/GUARA	561.75	0.00	561.75
090031426	1	A	070016397	BROOKS, WILLIAM S	12/17/2009	PATIENT/GUARA	684.00	0.00	684.00
090028429	1	A	090028429	BROTHERS, JOHN	11/13/2009	GEICO AUTO-US	695.75	556.60	139.15
100007469	1	A	100007469	BROTHERTON, JASON	03/24/2010	PATIENT/GUARA	664.50	0.00	664.50
090027994	1	A	090027994	BROWN, ALONZO	11/08/2009	PATIENT/GUARA	489.00	0.00	489.00
090030736	1	A	21468	BROWN, BARBARA	12/08/2009	PATIENT/GUARA	615.75	0.00	615.75
090030538	1	A	060024045	BROWN, CYNTHIA	12/06/2009	PATIENT/GUARA	479.25	0.00	479.25
100004276	1	A	100004276	BROWN, DARCY L	02/18/2010	BCBS OF FL POB	596.25	0.00	596.25
090020885	1	A	86027	BROWN, FLORENCE	08/24/2009	PATIENT/GUARA	542.00	0.00	542.00
090032274	1	A	28995	BROWN, GLADYS M	12/27/2009	PATIENT/GUARA	175.00	0.00	175.00
090020440	1	A	090020440	BROWN, HOWARD N	08/19/2009	PATIENT/GUARA	563.00	475.59	87.41
090030214	1	A	1076	BROWN, JAMES	12/03/2009	PATIENT/GUARA	394.00	0.00	394.00
090025861	1	A	090025861	BROWN, JENNIFER	10/16/2009	PATIENT/GUARA	394.00	0.00	394.00
090029144-5	1	A	113592	BROWN, KADRIOONA P	11/21/2009	PATIENT/GUARA	627.50	0.00	627.50
090028180	1	A	090028180	BROWN, KEITH	11/11/2009	PATIENT/GUARA	413.50	0.00	413.50
090027340	1	A	44993	BROWN, KRISTIAN M	11/01/2009	PATIENT/GUARA	479.25	0.00	479.25
090028532	1	A	44993	BROWN, KRISTIAN M	11/15/2009	PATIENT/GUARA	479.25	0.00	479.25
090029953	1	A	44993	BROWN, KRISTIAN M	11/30/2009	PATIENT/GUARA	479.25	0.00	479.25
090032233	1	A	44993	BROWN, KRISTIAN M	12/26/2009	PATIENT/GUARA	498.75	0.00	498.75
100008068	1	A	44993	BROWN, KRISTIAN M	03/31/2010	PATIENT/GUARA	489.00	0.00	489.00
100009760	1	A	44993	BROWN, KRISTIAN M	04/19/2010	PATIENT/GUARA	403.75	0.00	403.75
090026162	1	A	20632	BROWN, ROBERT	10/19/2009	PATIENT/GUARA	479.25	0.00	479.25
100004108	1	A	31259	BROWN, SABRINA	02/16/2010	BCBS OF FL POB	508.50	0.00	508.50
090017014	1	A	090017014	BROWNE, NICOLE E	07/12/2009	PATIENT/GUARA	527.00	421.60	105.40
090021411	1	A	070009313	BROWNING, DARRYL F	08/30/2009	PATIENT/GUARA	478.00	0.00	478.00
090024144	1	A	525	BRYAN, MINNIE L	09/27/2009	PATIENT/GUARA	533.00	0.00	533.00
090014692	1	A	090014692	BRYANT, ETHRIDGE	06/16/2009	PATIENT/GUARA	452.00	370.09	81.91
090025491	1	A	090025491	BRYANT, LARONDA	10/12/2009	PATIENT/GUARA	498.75	0.00	498.75
090023561	1	A	090023561	BUCKMAN, DONNA	09/21/2009	PATIENT/GUARA	569.00	0.00	569.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090023235	1	A	090023235	BUELL, BRITTANY M	09/18/2009	PATIENT/GUARA	445.00	356.00	89.00
090028430	1	A	75893	BURGESS, KRISTEN	11/13/2009	PATIENT/GUARA	479.25	0.00	479.25
090024886	1	A	090024886	BURKETT, JOSEPH	10/06/2009	PATIENT/GUARA	489.00	0.00	489.00
090024962	1	A	090024886	BURKETT, JOSEPH	10/06/2009	PATIENT/GUARA	489.00	0.00	489.00
090011570	1	A	86541	BURKETT, SUSAN D	05/11/2009	PATIENT/GUARA	470.00	385.34	84.66
090029151	1	A	5213	BURKETT-BOCKIUS, CLAR	11/21/2009	MEDICARE-PART	576.75	481.10	95.65
100003037	1	A	080005628	BURNETT, WILLIE L	02/03/2010	PATIENT/GUARA	518.25	0.00	518.25
080022781-2	1	A	080022772	BURNS, DAVID	09/11/2008	PATIENT/GUARA	476.00	0.00	476.00
090026675	1	A	090026675	BURNS, WALTER	10/24/2009	PATIENT/GUARA	413.50	0.00	413.50
090022080	1	A	090022080	BURRIS, RYAN J	09/06/2009	PATIENT/GUARA	343.00	0.00	343.00
090021285	1	A	090021285	BUSBY, JENNIFER L	08/28/2009	PATIENT/GUARA	479.00	0.00	479.00
090022397	1	A	090022397	BUSH, NOEL	09/09/2009	PATIENT/GUARA	461.00	0.00	461.00
090021783	1	A	090021783	BUTCHER, JOSEPH	09/03/2009	PATIENT/GUARA	578.00	0.00	578.00
090031440	1	A	090031440	BUTLER, CHARLES	12/17/2009	PATIENT/GUARA	586.50	0.00	586.50
090019778	1	A	18786	BUTLER, CRAIG A	08/11/2009	PATIENT/GUARA	524.00	0.00	524.00
090020252	1	A	28551	BUTT, ELIZABETH B	08/17/2009	PATIENT/GUARA	388.00	313.38	74.62
090025103	1	A	28551	BUTT, ELIZABETH B	10/08/2009	PATIENT/GUARA	459.75	380.59	79.16
090031177	1	A	070016973	BUTTICE, FIORELLA	12/14/2009	PATIENT/GUARA	469.50	0.00	469.50
090027882	1	A	76531	BUZBEE, SUNNY L	11/07/2009	PATIENT/GUARA	384.25	0.00	384.25
090029821	1	A	42193	BYRD, BYRON	11/28/2009	PATIENT/GUARA	734.75	0.00	734.75
090024376	1	A	090024376	BYRD, JEFFERY	09/30/2009	PATIENT/GUARA	515.00	0.00	515.00
090028122	1	A	090024376	BYRD, JEFFERY	11/10/2009	PATIENT/GUARA	557.25	0.00	557.25
90026991	1	A	28898	BYRD, JENNIFER L	10/28/2009	PATIENT/GUARA	508.50	0.00	508.50
100000361	1	A	28898	BYRD, JENNIFER L	01/05/2010	PATIENT/GUARA	364.75	0.00	364.75
090024819	1	A	090024819	BYRD, TERRY	10/05/2009	PATIENT/GUARA	374.50	0.00	374.50
090026095	1	A	113435	BYRNE, HARRY	10/18/2009	PATIENT/GUARA	530.00	311.16	218.84
090031632	1	A	080003217	CABEZACUADRADO, JOS	12/19/2009	PATIENT/GUARA	479.25	0.00	479.25
090023734	1	A	070013260	CACCIOTTI, RONALD	09/22/2009	PATIENT/GUARA	578.00	0.00	578.00
090018932	1	A	090018932	CADY, GEORGINA	08/02/2009	PATIENT/GUARA	434.00	354.84	79.16
090031514	1	A	090031514	CAISON, SHANNA K	12/17/2009	PATIENT/GUARA	547.50	0.00	547.50
090012960	1	A	090012960	CALDWELL, JESSICA	05/27/2009	BCBS ST OF FL "	470.00	0.00	470.00
100001528	1	A	100001528	CALDWELL, NINA	01/17/2010	PATIENT/GUARA	547.50	0.00	547.50
090024254	1	A	43912	CALHOUN, GREGORY	09/28/2009	PATIENT/GUARA	605.00	526.35	78.65
090025706	1	A	43912	CALHOUN, GREGORY	10/14/2009	BCBS OF FL POB	606.00	0.00	606.00
100001218	1	A	43912	CALHOUN, GREGORY	01/14/2010	PATIENT/GUARA	550.00	410.33	139.67
100001517	1	A	43912	CALHOUN, GREGORY	01/17/2010	PATIENT/GUARA	606.00	440.26	165.74
090030431	1	A	090030431	CALHOUN, LEE	12/05/2009	PATIENT/GUARA	462.25	0.00	462.25
090025595	1	A	74995	CALHOUN, WILLIE	10/13/2009	PATIENT/GUARA	384.25	0.00	384.25
090020475	1	A	113138	CAMPBELL, ROBERT D	08/19/2009	PATIENT/GUARA	626.00	0.00	626.00
090008965	1	A	090008965	CANCELLARE, GLORIA	04/12/2009	TRICARE PRIME/	434.00	0.00	434.00
090032138	1	A	090032138	CANNELLA, JOHN	12/25/2009	PATIENT/GUARA	469.50	0.00	469.50
090032288	1	A	090032138	CANNELLA, JOHN	12/27/2009	PATIENT/GUARA	469.50	0.00	469.50
100002889	1	A	100616	CANO, DANIEL	02/02/2010	PATIENT/GUARA	423.25	0.00	423.25
090031146	1	A	55211	CANTERBURY, JUSTIN W	12/13/2009	PATIENT/GUARA	559.25	0.00	559.25
090031039	1	A	090031039	CAPPS, LISA	12/12/2009	PATIENT/GUARA	454.50	363.60	90.90
090030695	1	A	090030695	CARDOSO, CARISA	12/08/2009	PATIENT/GUARA	620.25	358.99	261.26
090027468	1	A	060016189	CAREY, SANDRA	11/02/2009	PATIENT/GUARA	413.50	0.00	413.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090004495	1	A	112131	CARGILE, MARY	02/21/2009	PATIENT/GUARA	614.00	507.36	106.64
100005458	1	A	46722	CARLISLE, CALVIN W	03/02/2010	BCBS OF FL POB	518.25	0.00	518.25
090031351	1	A	090031351	CARLISLE, CAROLINE	12/16/2009	PATIENT/GUARA	518.25	0.00	518.25
090025729	1	A	090025729	CARLOCK, JAMES	10/14/2009	PATIENT/GUARA	518.25	418.25	100.00
090023387	1	A	090023387	CARPENTER, JANICE	09/19/2009	PATIENT/GUARA	334.00	267.20	66.80
090031493	1	A	090031493	CARR, MIKE	12/17/2009	PATIENT/GUARA	705.50	0.00	705.50
100006031	1	A	4447	CARR-TERRELL, SHANTA	03/08/2010	PATIENT/GUARA	459.75	0.00	459.75
100008122	1	A	4447	CARR-TERRELL, SHANTA	04/01/2010	PATIENT/GUARA	498.75	0.00	498.75
090029437-2	1	A	113616	CARROLL, AMANDA	11/24/2009	PATIENT/GUARA	591.00	0.00	591.00
090032316	1	A	28493	CARROLL, DARLENE	12/27/2009	PATIENT/GUARA	479.25	0.00	479.25
090023024	1	A	75000	CARROLL, WADE A	09/16/2009	PATIENT/GUARA	370.00	0.00	370.00
100005462	1	A	100005462	CARTER, MARIAH R	03/03/2010	PATIENT/GUARA	615.75	0.00	615.75
090025319	1	A	55295	CARTER, PATRICIA	10/10/2009	PATIENT/GUARA	498.75	414.09	84.66
090023829	1	A	45907	CARTER, RANELL	09/23/2009	PATIENT/GUARA	361.00	0.00	361.00
090031393	1	A	090031393	CARTER, RODGER	12/16/2009	PATIENT/GUARA	479.25	0.00	479.25
090028560	1	A	12873	CARTER, SHEMEDRA	11/15/2009	PATIENT/GUARA	394.00	0.00	394.00
090026563	1	A	090026563	CASTRO, WILMER	10/23/2009	PATIENT/GUARA	479.25	0.00	479.25
100006997	1	A	100006997	CASTRO-ORTIZ, SHANE	03/19/2010	PATIENT/GUARA	394.00	0.00	394.00
090017247	1	A	070016718	CAYSON, PAMELA	07/14/2009	PATIENT/GUARA	452.00	0.00	452.00
090031871	1	A	090031871	CEMCEMBAUGH, RICK	12/21/2009	PATIENT/GUARA	686.00	0.00	686.00
100001799	1	A	100001799	CHANEY, ALEXANDRA	01/21/2010	PATIENT/GUARA	549.50	0.00	549.50
090027827	1	A	090003181	CHATMAN, CHAQUITA	11/06/2009	PATIENT/GUARA	374.50	0.00	374.50
090023028	1	A	24701	CHESHIRE, WANELL S	09/16/2009	PATIENT/GUARA	542.00	442.00	100.00
090012911	1	A	090012911	CHIRICO, ALLEN M	05/27/2009	PATIENT/GUARA	452.00	0.00	452.00
090008173	1	A	060025301	CHIRINO, JULIO	04/03/2009	PATIENT/GUARA	527.00	0.00	527.00
090027080	1	A	30916	CHISOLM, SHAVONNE	10/29/2009	PATIENT/GUARA	394.00	0.00	394.00
100002352	1	A	100002352	CHRISTION, SAGGERA E	01/27/2010	PATIENT/GUARA	540.25	0.00	540.25
090030545	1	A	090030545	CHUTE, CHAD	12/06/2009	PATIENT/GUARA	498.75	0.00	498.75
090024630	1	A	090024630	CLARK, BETHANY A	10/03/2009	PATIENT/GUARA	489.00	0.00	489.00
090014379	1	A	104912	CLARK, BRUCE E	06/12/2009	PATIENT/GUARA	352.00	0.00	352.00
090020636	1	A	104912	CLARK, BRUCE E	08/21/2009	PATIENT/GUARA	545.00	436.00	109.00
080017894	1	A	060016471	CLARK, CLARENCE D	07/17/2008	PATIENT/GUARA	450.50	372.59	77.91
090013317	1	A	090013317	CLARK, EMMIE	05/31/2009	PATIENT/GUARA	461.00	377.71	83.29
100001076	1	A	100001076	CLARK, JAMES	01/13/2010	PATIENT/GUARA	576.75	0.00	576.75
090029877	1	A	105982	CLARK, PATRICIA	11/29/2009	PATIENT/GUARA	469.50	0.00	469.50
090021164	1	A	89070	CLARK, TAMMY	08/27/2009	PATIENT/GUARA	436.00	0.00	436.00
090020093	1	A	97829	CLARK, VIOLA	08/15/2009	PATIENT/GUARA	569.00	461.65	107.35
100004602	1	A	81489	CLARKE, STEVEN	02/21/2010	PATIENT/GUARA	539.75	0.00	539.75
090016316	1	A	090016316	CLOUSE, BETTY C	07/04/2009	PATIENT/GUARA	470.00	370.00	100.00
090018040	1	A	090016316	CLOUSE, BETTY C	07/23/2009	PATIENT/GUARA	379.00	279.00	100.00
090032575	1	A	090032575	COBB, JACK	12/30/2009	PATIENT/GUARA	479.25	0.00	479.25
090027396	1	A	090027396	COFFEE, LEDERICK	11/02/2009	PATIENT/GUARA	469.50	0.00	469.50
100000239	1	A	100000239	COHEN, CHERYL	01/04/2010	PATIENT/GUARA	654.75	0.00	654.75
090024812	1	A	090024812	COHEN, LILLEE	10/05/2009	PATIENT/GUARA	413.50	0.00	413.50
090028481	1	A	090028481	COHEN, TAJA A	11/14/2009	PATIENT/GUARA	403.75	0.00	403.75
090019486	1	A	090019486	COICOU, EDWIGE	08/08/2009	PATIENT/GUARA	379.00	0.00	379.00
090030202	1	A	090030202	COLANDER, SWANDI	12/03/2009	PATIENT/GUARA	489.00	0.00	489.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090023438	1	A	090023438	COLE, SHARON	09/20/2009	PATIENT/GUARA	452.00	0.00	452.00
090031525	1	A	090021607	COLEMAN, JORDAN	12/18/2009	PATIENT/GUARA	489.00	415.90	73.10
090024976	1	A	13342	COLES, ARTHUR T	10/06/2009	PATIENT/GUARA	489.00	405.71	83.29
090031465	1	A	13342	COLES, ARTHUR T	12/17/2009	PATIENT/GUARA	175.00	0.00	175.00
090032405	1	A	090032405	COLLAZO, CHRIS	12/28/2009	PATIENT/GUARA	423.25	0.00	423.25
090028500	1	A	090028500	COLLINS, CANDACE	11/14/2009	PATIENT/GUARA	498.75	423.94	74.81
080013174	1	A	060013770	COLLINS, CORAL R	05/26/2008	PATIENT/GUARA	518.50	0.00	518.50
090028057	1	A	090028057	COLLINS, LLOYD	11/09/2009	PATIENT/GUARA	423.25	0.00	423.25
090027325	1	A	77479	COMBS, MARK	11/01/2009	HEALTH OPTION	394.00	0.00	394.00
090028804	1	A	77479	COMBS, MARK	11/18/2009	PATIENT/GUARA	489.00	0.00	489.00
090031158	1	A	55488	COMUZIE, JAMES	12/13/2009	PATIENT/GUARA	498.75	0.00	498.75
100002418	1	A	113989	CONEY, GERALD	01/27/2010	PATIENT/GUARA	483.75	0.00	483.75
090023849	1	A	060014717	CONEY, SAM	09/24/2009	PATIENT/GUARA	452.00	0.00	452.00
090028339	1	A	55630	CONGEDIN, CHARLES	11/12/2009	PATIENT/GUARA	479.25	0.00	479.25
100002785	1	A	100002785	CONKLIN, JUSTIN	02/01/2010	PATIENT/GUARA	576.75	422.06	154.69
090029790	1	A	090029790	CONNELL, HANS	11/28/2009	PATIENT/GUARA	581.25	0.00	581.25
090019990	1	A	090019990	CONNER, ALFABIAN G	08/14/2009	PATIENT/GUARA	469.00	0.00	469.00
090031822	1	A	090031822	CONNER, JASON	12/21/2009	PATIENT/GUARA	518.25	0.00	518.25
090032293	1	A	090030562	CONNOLLY, BRIAN	12/27/2009	CIGNA/PO BOX 1	489.00	0.00	489.00
090021357	1	A	46458	CONNOR, NAOMI	08/29/2009	PATIENT/GUARA	361.00	290.50	70.50
090032343	1	A	46458	CONNOR, NAOMI	12/28/2009	PATIENT/GUARA	489.00	405.71	83.29
100005653	1	A	100001978	COOK, JAMES	03/05/2010	PATIENT/GUARA	175.00	0.00	175.00
90021841	1	A	090021841	COOK, MARQUI N	09/03/2009	PATIENT/GUARA	397.00	0.00	397.00
100000179	1	A	100000179	COOK, RICHARD	01/03/2010	PATIENT/GUARA	489.00	0.00	489.00
090028954	1	A	090028954	COOK, STEVIE	11/19/2009	PATIENT/GUARA	403.75	0.00	403.75
090020272	1	A	090020272	COON, GARY	08/17/2009	PATIENT/GUARA	443.00	0.00	443.00
090017645	1	A	113010	CORINI, LINDA L	07/19/2009	PATIENT/GUARA	434.00	117.12	316.88
100001102-5	1	A	113872	CORONADO, OSCAR	01/13/2010	PATIENT/GUARA	744.50	0.00	744.50
080022746	1	A	080022746	CORREA, JOSE L	09/11/2008	PATIENT/GUARA	408.50	0.00	408.50
090007374	1	A	090007374	COSBY, DANIEL E	03/26/2009	PATIENT/GUARA	452.00	0.00	452.00
090017317	1	A	090017317	COSLICK, SAMUEL	07/15/2009	PATIENT/GUARA	596.00	0.00	596.00
090029572	1	A	090029572	COURTNEY, STEPHEN	11/26/2009	PATIENT/GUARA	518.25	0.00	518.25
090031978	1	A	090031978	COVENEY, ERIC	12/23/2009	PATIENT/GUARA	489.00	0.00	489.00
090023034	1	A	090023034	COWARD, SYLVIA	09/16/2009	PATIENT/GUARA	479.00	0.00	479.00
100004643	1	A	090004650	COX, HULDA A	02/22/2010	PATIENT/GUARA	175.00	0.00	175.00
100000278	1	A	83867	CRAIG, AARON T	01/04/2010	PATIENT/GUARA	493.50	0.00	493.50
090024443	1	A	070008972	CRAIG, JAMIE D	09/30/2009	PATIENT/GUARA	470.00	0.00	470.00
090023111	1	A	45041	CRAWFORD, ANDRE L	09/17/2009	PATIENT/GUARA	452.00	0.00	452.00
090020084	1	A	090020084	CRAWFORD, DEBRA	08/15/2009	PATIENT/GUARA	623.00	0.00	623.00
090030291	1	A	090030291	CRAWFORD, JACKSON	12/03/2009	PATIENT/GUARA	374.50	0.00	374.50
090017668	1	A	090017668	CRAWFORD, JANIE Y	07/19/2009	GEICO AUTO-US	590.00	0.00	590.00
090020497	1	A	090020497	CREACH, GERALD	08/20/2009	PATIENT/GUARA	515.00	0.00	515.00
090022438	1	A	090022438	CREECH, SHAWN	09/09/2009	PATIENT/GUARA	434.00	0.00	434.00
090029721	1	A	1163	CRIBB, MITCHELL	11/27/2009	PATIENT/GUARA	567.00	0.00	567.00
090025025	1	A	53100	CRUCE, RICHARD L	10/07/2009	BCBS OF FL/ITS	606.00	0.00	606.00
100002510	1	A	86736	CRUGER, CRYSTAL	01/28/2010	PATIENT/GUARA	481.75	0.00	481.75
090020230	1	A	090014704	CRUSE, PATRICIA	08/17/2009	PATIENT/GUARA	479.00	0.00	479.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
080014800	1	A	33118	CULVER, MARLENE	06/13/2008	PATIENT/GUARA	450.50	0.00	450.50
090027885	1	A	10198	CUMMINGS, JERRIE	11/07/2009	PATIENT/GUARA	549.50	0.00	549.50
100001918	1	A	100001918	CUNNINGHAM, HELEN	01/22/2010	MEDICARE-PART	459.75	0.00	459.75
090025029	1	A	95924	CUPP, BILLY JOE	10/07/2009	PATIENT/GUARA	645.00	0.00	645.00
090026298	1	A	95924	CUPP, BILLY JOE	10/20/2009	PATIENT/GUARA	674.25	0.00	674.25
090027712	1	A	090027712	CURTIS, GREGORY	11/05/2009	PATIENT/GUARA	489.00	0.00	489.00
090027726	1	A	3451	CURTIS, JEANNETTE	11/05/2009	PATIENT/GUARA	528.00	0.00	528.00
090031653	1	A	4232	CURTIS, SYLVESTER	12/19/2009	PATIENT/GUARA	576.75	0.00	576.75
090022432	1	A	090022432	CUTSHALL, TREASIA	09/09/2009	PATIENT/GUARA	553.00	442.40	110.60
090019845-2	1	A	000019845	CUTTO, KATLIN	08/12/2009	PATIENT/GUARA	436.00	0.00	436.00
090030426	1	A	86774	D'AGOSTINO, MARY K	12/05/2009	PATIENT/GUARA	598.25	0.00	598.25
090028124	1	A	090028124	DAGOSTINO, DARLENE	11/10/2009	PATIENT/GUARA	459.75	0.00	459.75
080032173	1	A	080032173	DAHINI, FRANCOIS	12/28/2008	PATIENT/GUARA	452.00	95.00	357.00
090030307	1	A	090030307	DALY, MEGAN	12/04/2009	PATIENT/GUARA	459.75	0.00	459.75
090030913	1	A	090030913	DANIEL, ROBERT S	12/10/2009	PATIENT/GUARA	498.75	0.00	498.75
100000120	1	A	090030913	DANIEL, ROBERT S	01/02/2010	PATIENT/GUARA	384.25	0.00	384.25
100002579	1	A	100002579	DANIELS, ELIZAE C	01/29/2010	PATIENT/GUARA	469.50	0.00	469.50
090031441	1	A	89454	DANIELS, FREDERICK	12/17/2009	PATIENT/GUARA	115.00	0.00	115.00
100000342	1	A	090018513	DANIELS, SALENA	01/05/2010	PATIENT/GUARA	684.00	0.00	684.00
090027481	1	A	72146	DANZY, CECIL	11/03/2009	PATIENT/GUARA	489.00	0.00	489.00
090026413	1	A	84175	DARBY, BRUCE	10/21/2009	PATIENT/GUARA	578.75	0.00	578.75
090012833	1	A	61218	DARDEN, RICHARD O	05/26/2009	PATIENT/GUARA	551.00	0.00	551.00
100004704	1	A	100004704	DARWAZEH, DANA	02/22/2010	PATIENT/GUARA	737.25	0.00	737.25
090025197	1	A	090025197	DAUGHTRY, DUSTIN K	10/09/2009	PATIENT/GUARA	549.50	0.00	549.50
090020089	1	A	13023	DAVIS, ADELL	08/15/2009	PATIENT/GUARA	452.00	0.00	452.00
090024310	1	A	090024310	DAVIS, BILLIE	09/29/2009	PATIENT/GUARA	443.00	0.00	443.00
060028249	1	A	060028249	DAVIS, DAVID	12/04/2006	PATIENT/GUARA	318.00	0.00	318.00
090021097	1	A	090021097	DAVIS, HENRY	08/27/2009	PATIENT/GUARA	415.00	0.00	415.00
090025577	1	A	102216	DAVIS, IRA L	10/13/2009	PATIENT/GUARA	413.50	0.00	413.50
090000794	1	A	14571	DAVIS, JOHN F	01/10/2009	PATIENT/GUARA	443.00	362.46	80.54
090010270	1	A	14571	DAVIS, JOHN F	04/27/2009	PATIENT/GUARA	452.00	370.09	81.91
090022998	1	A	090022144	DAVIS, LABARYIAN	09/15/2009	PATIENT/GUARA	551.00	0.00	551.00
090029745	1	A	090029745	DAVIS, LARRY	11/28/2009	PATIENT/GUARA	489.00	0.00	489.00
090028825	1	A	20123	DAVIS, PETRALA A	11/18/2009	PATIENT/GUARA	537.75	0.00	537.75
090029722	1	A	104720	DAVIS, ROMEO	11/27/2009	PATIENT/GUARA	479.25	0.00	479.25
100000592	1	A	100146	DAVIS, THOMAS	01/07/2010	PATIENT/GUARA	498.75	415.74	83.01
090030734	1	A	107859	DAVIS, TOMMY	12/08/2009	PATIENT/GUARA	175.00	0.00	175.00
090026428	1	A	090026428	DE LA CRUZ, HUMBERTO	10/21/2009	PATIENT/GUARA	469.50	0.00	469.50
090021051	1	A	090021051	DEBOSE, JOSEPH	08/26/2009	PATIENT/GUARA	370.00	0.00	370.00
090031184	1	A	98471	DECOURSEY, PALAICE	12/14/2009	PATIENT/GUARA	528.00	0.00	528.00
090020779	1	A	090020779	DEEL, RICKY	08/23/2009	PATIENT/GUARA	578.00	0.00	578.00
090024050	1	A	090024050	DELONG, TRACI	09/26/2009	PATIENT/GUARA	515.00	0.00	515.00
090024948	1	A	86265	DELVALLE, ANGEL L	10/06/2009	PATIENT/GUARA	606.00	400.00	206.00
090000726	1	A	58890	DEMPS, GWENNESHA	01/09/2009	ALLIED BENEFIT	524.00	0.00	524.00
100003633	1	A	100003633	DENMARK, ALPHONSO	02/10/2010	PATIENT/GUARA	588.50	0.00	588.50
090023984	1	A	50447	DENMARK, PAMELA A	09/25/2009	PATIENT/GUARA	454.00	0.00	454.00
080022853	1	A	36997	DENNIS, GERALDINE	09/12/2008	PATIENT/GUARA	493.00	0.00	493.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090010672	1	A	090010672	DEPAZ, AGUILEO	05/01/2009	PATIENT/GUARA	418.00	334.40	83.60
090031006	1	A	113811	DERACLEO, GINA	12/12/2009	PATIENT/GUARA	175.00	0.00	175.00
100001353	1	A	16205	DERRYBERRY, STANLEY	01/16/2010	PATIENT/GUARA	469.50	319.50	150.00
090021501	1	A	43250	DESIKAN, RAJEEV	08/31/2009	PATIENT/GUARA	563.00	0.00	563.00
100002186	1	A	69063	DESINO, LOUIS	01/25/2010	PATIENT/GUARA	498.75	415.74	83.01
090022275	1	A	090022275	DESMARAIS, TODD	09/08/2009	PATIENT/GUARA	563.00	450.40	112.60
090028815	1	A	090028815	DETWEILER, TERRI	11/18/2009	PATIENT/GUARA	469.50	400.00	69.50
090011461	1	A	090011461	DEWITT, CARON G	05/10/2009	PATIENT/GUARA	533.00	515.68	17.32
090020787	1	A	81478	DIAMOND, DEBORAH A	08/23/2009	PATIENT/GUARA	370.00	359.35	10.65
090030393	1	A	090030393	DIAZ, DOLORES	12/04/2009	TRAVELERS AUT	549.50	0.00	549.50
090023351	1	A	090023351	DIAZ-BAUTISTA, HERLIND	09/19/2009	PATIENT/GUARA	379.00	0.00	379.00
090023455	1	A	090023351	DIAZ-BAUTISTA, HERLIND	09/20/2009	PATIENT/GUARA	577.00	0.00	577.00
080021138	1	A	080021138	DICE, CHRISTIE N	08/24/2008	PATIENT/GUARA	450.50	0.00	450.50
090020867	1	A	090020867	DILLAHA, JESSE	08/24/2009	PATIENT/GUARA	442.00	353.60	88.40
090025974	1	A	090025974	DILLON, GENE	10/17/2009	PATIENT/GUARA	462.25	0.00	462.25
090025330	1	A	070014667	DINKINS, EDDIE	10/10/2009	PATIENT/GUARA	489.00	405.71	83.29
090028101	1	A	070008279	DINSMORE, SHELLY	11/10/2009	PATIENT/GUARA	518.25	0.00	518.25
090024194	1	A	090018322	DIPIETRO, RICHARD M	09/28/2009	PATIENT/GUARA	479.00	0.00	479.00
090027966	1	A	090018322	DIPIETRO, RICHARD M	11/08/2009	PATIENT/GUARA	518.25	0.00	518.25
090026772	1	A	090002948	DITTMAN, LEE	10/25/2009	AV-MED INS POB	489.00	0.00	489.00
090026585	1	A	24796	DIX, ROBERT L	10/23/2009	PATIENT/GUARA	635.25	0.00	635.25
090032390	1	A	33108	DIXON, CAPICE	12/28/2009	PATIENT/GUARA	586.50	0.00	586.50
)0004974	1	A	100004974	DOBY, JOSEPH T	02/25/2010	PATIENT/GUARA	454.50	0.00	454.50
100000513	1	A	100000513	DOLAN, SEAN	01/06/2010	PATIENT/GUARA	374.50	0.00	374.50
090031799	1	A	113846	DOLBECK, RON	12/20/2009	PATIENT/GUARA	115.00	0.00	115.00
090026687	1	A	090026687	DOLLARD, CARY	10/25/2009	PATIENT/GUARA	384.25	0.00	384.25
090028144-3	1	A	113538	DOMINGUEZ, SULPICIO	11/10/2009	PATIENT/GUARA	501.25	0.00	501.25
090019513	1	A	090019513	DONAR, BRENDA J	08/08/2009	PATIENT/GUARA	563.00	0.00	563.00
090020058	1	A	090019513	DONAR, BRENDA J	08/14/2009	PATIENT/GUARA	470.00	0.00	470.00
090026578	1	A	080026272	DONOVAN, RYAN	10/23/2009	PATIENT/GUARA	469.50	172.55	296.95
090020905	1	A	090020905	DORCEY, ROBERT	08/24/2009	PATIENT/GUARA	536.00	0.00	536.00
090022491	1	A	52422	DORSEY, IRMA	09/10/2009	PATIENT/GUARA	509.00	0.00	509.00
090022638	1	A	090022638	DORSEY, ROBERT L	09/11/2009	PATIENT/GUARA	470.00	0.00	470.00
090023521	1	A	090022638	DORSEY, ROBERT L	09/20/2009	PATIENT/GUARA	361.00	0.00	361.00
090000371	1	A	89248	DOUGLAS, CHARLES R	01/05/2009	PATIENT/GUARA	470.00	0.00	470.00
090032193	1	A	32960	DOUGLAS, JASMINE J	12/26/2009	PATIENT/GUARA	625.50	0.00	625.50
090023738	1	A	090023738	DOUGLAS, STEVEN	09/23/2009	PATIENT/GUARA	533.00	0.00	533.00
090021773	1	A	090021773	DOVE, TRACI M	09/03/2009	VISTA HEALTH P	461.00	0.00	461.00
090019988	1	A	090019988	DOWELL, JOSHUA	08/14/2009	PATIENT/GUARA	443.00	0.00	443.00
090028105	1	A	10795	DOWLING, ANNE E	11/10/2009	PATIENT/GUARA	394.00	0.00	394.00
090028920	1	A	10795	DOWLING, ANNE E	11/19/2009	PATIENT/GUARA	394.00	0.00	394.00
090029540	1	A	10795	DOWLING, ANNE E	11/25/2009	PATIENT/GUARA	423.25	0.00	423.25
090029802	1	A	10795	DOWLING, ANNE E	11/28/2009	PATIENT/GUARA	403.75	331.37	72.38
100001520	1	A	636	DOWLING, JANIS	01/17/2010	PATIENT/GUARA	586.50	0.00	586.50
090032466	1	A	51478	DOWNS, DARLENE	12/29/2009	PATIENT/GUARA	175.00	0.00	175.00
090019480	1	A	090019480	DRAKE, BONNIE	08/08/2009	PATIENT/GUARA	497.00	0.00	497.00
090031189	1	A	5743	DRAYTON, CYTHINA	12/14/2009	PATIENT/GUARA	489.00	0.00	489.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100004708	1	A	68054	DREYFUSS, ADAM	02/22/2010	PATIENT/GUARA	454.50	0.00	454.50
090022765	1	A	40101	DRIGGERS, JULIAN	09/13/2009	PATIENT/GUARA	515.00	406.77	108.23
100003907	1	A	48309	DUFORD, CRYSTALE	02/14/2010	PATIENT/GUARA	479.25	0.00	479.25
090024830	1	A	113369	DUNBAR, ALFRED	10/05/2009	PATIENT/GUARA	498.75	0.00	498.75
090024252	1	A	17826	DUNBAR, DEBRA	09/28/2009	PATIENT/GUARA	488.00	0.00	488.00
090028817	1	A	22683	DUNBAR, SADE M	11/18/2009	PATIENT/GUARA	518.25	0.00	518.25
090025287	1	A	090023962	DUPONT, KIAH	10/09/2009	PATIENT/GUARA	537.75	0.00	537.75
090013983	1	A	080031013	DURAND, RUTH E	06/08/2009	PATIENT/GUARA	452.00	370.09	81.91
090027215	1	A	090027215	DURANT, EDWARD	10/31/2009	PATIENT/GUARA	413.50	372.15	41.35
090019494	1	A	090019494	DURM, DEXTER	08/08/2009	PATIENT/GUARA	443.00	0.00	443.00
080025541	1	A	080025541	DURST, RAYMOND R	10/12/2008	PATIENT/GUARA	488.00	388.00	100.00
090020261	1	A	49225	EAGLER, RICHARD	08/17/2009	PATIENT/GUARA	343.00	275.25	67.75
090024660	1	A	090024660	EARNEST, BOB E	10/03/2009	PATIENT/GUARA	645.00	0.00	645.00
090031741	1	A	090024660	EARNEST, BOB E	12/20/2009	PATIENT/GUARA	625.50	0.00	625.50
090005152	1	A	070007547	EASTON, JEREMY J	02/28/2009	PATIENT/GUARA	443.00	0.00	443.00
100013422	1	A	070007547	EASTON, JEREMY J	05/30/2010	PATIENT/GUARA	364.75	0.00	364.75
090028650	1	A	090028650	EDGE, ASHLEY N	11/16/2009	BCBS ST OF FL "	423.25	0.00	423.25
090030665	1	A	090030665	EDGE, JASON	12/08/2009	PATIENT/GUARA	464.25	0.00	464.25
100001363	1	A	100001363	EDWARDS, AMI	01/16/2010	PATIENT/GUARA	705.50	0.00	705.50
090026806	1	A	090026806	EDWARDS, BOB	10/26/2009	PATIENT/GUARA	586.50	0.00	586.50
090012473	1	A	95058	EDWARDS, CHRISTINA	05/21/2009	PATIENT/GUARA	560.00	448.00	112.00
090019724	1	A	82487	EDWARDS, FREDDIE L	08/11/2009	PATIENT/GUARA	488.00	0.00	488.00
100000736	1	A	9941	EDWARDS, FREDDIE L	01/09/2010	BCBS OF FL POB	537.75	0.00	537.75
090001762	1	A	090001762	EDWARDS, JOHN	01/22/2009	PATIENT/GUARA	497.00	443.91	53.09
090026801	1	A	090026801	ELDER, JENNIFER	10/26/2009	PATIENT/GUARA	498.75	0.00	498.75
090026838	1	A	090026801	ELDER, JENNIFER	10/26/2009	PATIENT/GUARA	489.00	0.00	489.00
090030849	1	A	090030849	ELHASSAN, DAVID	12/10/2009	PATIENT/GUARA	653.75	0.00	653.75
090019883	1	A	080021678	ELKINS, GARY W	08/13/2009	PATIENT/GUARA	608.00	0.00	608.00
090026353	1	A	090026353	ELLIOT, MIKE	10/21/2009	PATIENT/GUARA	615.75	492.60	123.15
090020843	1	A	080013720	ELLIOTT, NICHOLAS P	08/24/2009	PATIENT/GUARA	343.00	0.00	343.00
090029851	1	A	090029851	ELLIS, GERELL	11/29/2009	PATIENT/GUARA	489.00	0.00	489.00
100002106	1	A	100002106	ELLIS, JAMES	01/24/2010	PATIENT/GUARA	423.25	0.00	423.25
090019995	1	A	090019995	ELLIS, JOHNNY	08/14/2009	PATIENT/GUARA	569.00	0.00	569.00
090022486	1	A	090022486	ELLIS, LASHANDA	09/10/2009	PATIENT/GUARA	542.00	0.00	542.00
100000455	1	A	100000455	ELLISON, BEVERLY	01/06/2010	PATIENT/GUARA	518.25	0.00	518.25
090028605	1	A	090028605	ELLISON, TRAVIS	11/15/2009	PATIENT/GUARA	489.00	0.00	489.00
090030628	1	A	090030628	ELMORE, JOSEPH	12/07/2009	PATIENT/GUARA	403.75	0.00	403.75
080031836	1	A	080027487	EMERICK, ERICA	12/23/2008	PATIENT/GUARA	553.00	0.00	553.00
090029909	1	A	090029909	ENGLISH, MONTRAVIS	11/29/2009	PATIENT/GUARA	479.25	0.00	479.25
090025778	1	A	95175	ENGLISH, STEVE	10/15/2009	PATIENT/GUARA	557.25	418.07	139.18
100002525	1	A	080012576	EPPS, GREGORY B	01/29/2010	PATIENT/GUARA	175.00	0.00	175.00
080027695	1	A	080027695	EPPS, VICTOR	11/07/2008	PATIENT/GUARA	766.00	0.00	766.00
090030353	1	A	090030353	ERB, TOM	12/04/2009	PATIENT/GUARA	479.25	0.00	479.25
090024587	1	A	113361	ESCAMILLA, JOSE	10/02/2009	PATIENT/GUARA	586.50	0.00	586.50
100000818	1	A	100000818	ESPINOZA, STEPHANIE	01/10/2010	PATIENT/GUARA	498.75	0.00	498.75
070021986	1	A	12785	ESTEP, SHARON W	09/07/2007	PATIENT/GUARA	326.00	214.80	111.20
070028078	1	A	12785	ESTEP, SHARON W	11/15/2007	PATIENT/GUARA	508.50	350.90	157.60

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090011704	1	A	12785	ESTEP, SHARON W	05/13/2009	PATIENT/GUARA	443.00	371.90	71.10
090023064	1	A	12785	ESTEP, SHARON W	09/16/2009	PATIENT/GUARA	568.00	496.90	71.10
090023667	1	A	12785	ESTEP, SHARON W	09/22/2009	PATIENT/GUARA	443.00	284.55	158.45
090032352	1	A	41463	ETHERIDGE, FELECIA	12/28/2009	PATIENT/GUARA	364.75	0.00	364.75
090017441	1	A	090017441	EVANS, AUDREY	07/16/2009	PATIENT/GUARA	461.00	0.00	461.00
090027307	1	A	090027307	EZELL, DANYALE	11/01/2009	PATIENT/GUARA	479.25	0.00	479.25
090030812	1	A	090030812	FAHLBERG, KATRINA	12/09/2009	PATIENT/GUARA	479.25	0.00	479.25
090017987	1	A	080023931	FAIRCLOTH, WILLIAM	07/22/2009	PATIENT/GUARA	424.00	0.00	424.00
100001317	1	A	34419	FAIRLEY, KENYA	01/15/2010	PATIENT/GUARA	511.00	0.00	511.00
090021197	1	A	76180	FAIRLEY, PAMELA T	08/27/2009	PATIENT/GUARA	343.00	0.00	343.00
090030408	1	A	52358	FAIRROW, STANLEY	12/05/2009	PATIENT/GUARA	489.00	0.00	489.00
090017993	1	A	090017993	FARBAKHSH, PARISA	07/23/2009	PATIENT/GUARA	434.00	340.33	93.67
090029796	1	A	090028301	FARGAS, CARLOS R	11/28/2009	PATIENT/GUARA	557.25	0.00	557.25
090019023	1	A	090019023	FARNER, VICTORIA	08/03/2009	PATIENT/GUARA	352.00	0.00	352.00
090021928	1	A	17303	FARNSWORTH, JANINE	09/04/2009	PATIENT/GUARA	523.00	0.00	523.00
100000937	1	A	17303	FARNSWORTH, JANINE	01/11/2010	PATIENT/GUARA	734.75	0.00	734.75
090028177-3	1	A	113540	FARQUHARSON, ASHLEY	11/11/2009	PATIENT/GUARA	384.25	0.00	384.25
090019341	1	A	090019341	FAULKNER, KAREN	08/06/2009	PATIENT/GUARA	553.00	450.40	102.60
090028392	1	A	090028392	FELTON, KERRIS	11/13/2009	PATIENT/GUARA	364.75	0.00	364.75
080026432	1	A	060014906	FERGUSON, ALBERT	10/23/2008	PATIENT/GUARA	452.00	0.00	452.00
090018895	1	A	090018895	FERNANDEZ, ARTURO	08/02/2009	HUMANAGOLD/10	470.00	370.00	100.00
100000263	1	A	73358	FERNANDEZ, JUAN C	01/04/2010	PATIENT/GUARA	654.75	0.00	654.75
090024205	1	A	090024205	FERRER, ELLIS	09/28/2009	PATIENT/GUARA	443.00	0.00	443.00
090029827	1	A	12128	FICARA, SANDY	11/28/2009	PATIENT/GUARA	483.75	0.00	483.75
080027535	1	A	89827	FIELDS, JERRY L	11/05/2008	PATIENT/GUARA	515.00	427.92	87.08
100002868	1	A	100002868	FINKLEA, JUANITA A	02/02/2010	PATIENT/GUARA	586.50	400.00	186.50
100000463-2	1	A	94146	FIRMAN, WENDY	01/06/2010	PATIENT/GUARA	574.00	0.00	574.00
100002338	1	A	100002338	FISHER, GARY	01/26/2010	PATIENT/GUARA	444.75	0.00	444.75
090021825	1	A	090021825	FISHER, SCOTT	09/03/2009	PATIENT/GUARA	470.00	0.00	470.00
090028061	1	A	88210	FISHER, TROY N	11/09/2009	PATIENT/GUARA	557.25	0.00	557.25
100000618	1	A	10985	FLAGG, TALISA	01/08/2010	PATIENT/GUARA	645.00	0.00	645.00
090021277	1	A	090021277	FLANDERS, BOBBY	08/28/2009	PATIENT/GUARA	545.00	0.00	545.00
090029136	1	A	090021277	FLANDERS, BOBBY	11/21/2009	PATIENT/GUARA	394.00	0.00	394.00
100002872	1	A	100002872	FLANDERS, LATASHA L	02/02/2010	PATIENT/GUARA	508.50	0.00	508.50
090029512	1	A	090029512	FLEMING, CAROL A	11/25/2009	PATIENT/GUARA	610.50	488.40	122.10
100000726	1	A	100000726	FLEMMING, FRED	01/09/2010	PATIENT/GUARA	684.00	0.00	684.00
090029525	1	A	72377	FLETCHER, TINA	11/25/2009	PATIENT/GUARA	596.25	0.00	596.25
080022225	1	A	080021524	FLINTROYAL, ASHLEY D	09/06/2008	PATIENT/GUARA	459.00	0.00	459.00
090024207	1	A	090024207	FLOURNOY, DOMINIQUE	09/28/2009	PATIENT/GUARA	509.00	0.00	509.00
100006911	1	A	4596	FLOWERS, MARSHALL B	03/18/2010	PATIENT/GUARA	423.25	0.00	423.25
100007437	1	A	4596	FLOWERS, MARSHALL B	03/24/2010	PATIENT/GUARA	384.25	0.00	384.25
100007835	1	A	4596	FLOWERS, MARSHALL B	03/28/2010	PATIENT/GUARA	442.75	0.00	442.75
100008140	1	A	4596	FLOWERS, MARSHALL B	04/01/2010	PATIENT/GUARA	498.75	0.00	498.75
100003773	1	A	070006126	FLOWERS, WILLIE D	02/12/2010	PATIENT/GUARA	479.25	0.00	479.25
100004273	1	A	38714	FLOYD, DOROTHY M	02/18/2010	PATIENT/GUARA	549.50	0.00	549.50
090025843	1	A	070016071	FOGG, KENNETH W	10/15/2009	PATIENT/GUARA	625.50	512.61	112.89
090022842	1	A	73354	FORBES, EDNA	09/14/2009	PATIENT/GUARA	605.00	499.73	105.27

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090024600	1	A	71555	FORD, DARIEN R	10/02/2009	PATIENT/GUARA	374.50	0.00	374.50
100001073	1	A	86147	FORD, TARANTULA	01/13/2010	PATIENT/GUARA	578.75	0.00	578.75
090029237	1	A	97849	FORD, VICTORIA	11/22/2009	PATIENT/GUARA	384.25	0.00	384.25
090021234	1	A	090021234	FOXX, LOIS S	08/28/2009	PATIENT/GUARA	434.00	354.84	79.16
090032187	1	A	38204	FOYE, EDDIE	12/25/2009	PATIENT/GUARA	394.00	0.00	394.00
100001029	1	A	070011693	FRANKLIN, HEIDI A	01/12/2010	PATIENT/GUARA	489.00	0.00	489.00
100004616	1	A	100004616	FRANKLIN, MATTHEW	02/21/2010	PATIENT/GUARA	559.25	0.00	559.25
090032104	1	A	090032104	FRASIER, STEWART	12/24/2009	PATIENT/GUARA	588.50	0.00	588.50
090029308	1	A	090029308	FRATZORR, NICK	11/23/2009	PATIENT/GUARA	666.50	0.00	666.50
090032050	1	A	20967	FREEMAN, BARBARA A	12/23/2009	PATIENT/GUARA	462.25	0.00	462.25
100007806	1	A	788	FULLER, GREGORY L	03/28/2010	PATIENT/GUARA	498.75	0.00	498.75
090007056	1	A	060005298	GAINES, BEQUITA	03/22/2009	PATIENT/GUARA	488.00	0.00	488.00
090026536	1	A	090026536	GAINEY, CHARDELL	10/23/2009	PATIENT/GUARA	464.25	0.00	464.25
100000706	1	A	100000706	GALIPO, SABRINA	01/09/2010	PATIENT/GUARA	394.00	0.00	394.00
090028063-2	1	A	113525	GALLO, ALEXIS	11/09/2009	PATIENT/GUARA	462.25	0.00	462.25
090004819	1	A	69533	GALLO, CLYDE	02/25/2009	PATIENT/GUARA	572.00	0.00	572.00
090016266	1	A	090016266	GALLON, TRAVIS	07/04/2009	PATIENT/GUARA	497.00	0.00	497.00
090021630	1	A	090021630	GAMBOA, DANIEL	09/01/2009	PATIENT/GUARA	370.00	0.00	370.00
090023700	1	A	090023700	GARBACK, TIFFANY	09/22/2009	PATIENT/GUARA	352.00	0.00	352.00
090032563	1	A	113789	GARCIA, MARVIN	12/30/2009	PATIENT/GUARA	567.00	0.00	567.00
090031126	1	A	86254	GARCIA, THOMAS	12/13/2009	PATIENT/GUARA	559.25	0.00	559.25
090027269	1	A	090027269	GARLAND, LEAH	10/31/2009	PATIENT/GUARA	542.25	0.00	542.25
090021453	1	A	090021453	GARRETT, MARY A	08/30/2009	PATIENT/GUARA	334.00	267.20	66.80
090023380	1	A	090021453	GARRETT, MARY A	09/19/2009	PATIENT/GUARA	461.00	368.80	92.20
090022558	1	A	090022558	GARRISON, JEAN	09/10/2009	PATIENT/GUARA	479.00	0.00	479.00
090014398	1	A	090014398	GARVIN, EUGENE	06/13/2009	PATIENT/GUARA	506.00	50.00	456.00
090028756	1	A	090027592	GASKIN, BERNISE	11/17/2009	PATIENT/GUARA	364.75	0.00	364.75
100001977	1	A	80153	GASKINS, JUDITH	01/22/2010	BCBS OF FL/ITS	462.25	0.00	462.25
090023075	1	A	15480	GAUTHIER, EDWARD E	09/16/2009	PATIENT/GUARA	509.00	0.00	509.00
090028599	1	A	090028599	GAYLOR, JOSHUA	11/15/2009	PATIENT/GUARA	459.75	0.00	459.75
090032091	1	A	090032091	GESCHWILL, RICHARD E	12/24/2009	PATIENT/GUARA	532.50	279.11	253.39
090011299	1	A	74538	GESSER, CHELSEA M	05/08/2009	PATIENT/GUARA	488.00	0.00	488.00
090032502	1	A	090016874	GIBBS, SUSAN	12/29/2009	PATIENT/GUARA	559.25	0.00	559.25
090020117	1	A	090020117	GIDDENS, PAMELA J	08/15/2009	PATIENT/GUARA	443.00	362.46	80.54
090025135	1	A	090020117	GIDDENS, PAMELA J	10/08/2009	PATIENT/GUARA	508.50	422.47	86.03
090025404	1	A	090020117	GIDDENS, PAMELA J	10/11/2009	PATIENT/GUARA	608.00	519.22	88.78
100000968	1	A	090020117	GIDDENS, PAMELA J	01/12/2010	PATIENT/GUARA	433.00	358.00	75.00
070013882	1	A	070013882	GIFFORD, ROBIN	06/04/2007	PATIENT/GUARA	536.00	0.00	536.00
090025550	1	A	060020533	GILBERT, ALLISON	10/12/2009	PATIENT/GUARA	384.25	0.00	384.25
100000002	1	A	100000002	GILLIS, MILTON	01/01/2010	PATIENT/GUARA	606.00	0.00	606.00
090027104	1	A	090027104	GILLIS, RODNEY	10/29/2009	PATIENT/GUARA	489.00	0.00	489.00
090015980	1	A	070023308	GIORDANO, APRIL	07/01/2009	PATIENT/GUARA	434.00	0.00	434.00
090001746	1	A	090001746	GIRIMES, JOHN	01/22/2009	PATIENT/GUARA	370.00	0.00	370.00
090011122	1	A	30886	GLEN, SLANDREW	05/06/2009	PATIENT/GUARA	334.00	267.63	66.37
090028039	1	A	30886	GLEN, SLANDREW	11/09/2009	PATIENT/GUARA	459.75	380.59	79.16
090010547	1	A	98889	GLENN, DAVID J	04/30/2009	PATIENT/GUARA	470.00	0.00	470.00
090028916	1	A	090028916	GODBOLT, BRANDON	11/19/2009	PATIENT/GUARA	537.75	0.00	537.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090025537	1	A	47980	GODBOLT, NORTHERN B	10/12/2009	PATIENT/GUARA	479.25	0.00	479.25
090022958	1	A	35106	GODWIN, JUNE	09/15/2009	PATIENT/GUARA	433.00	0.00	433.00
090023003	1	A	35106	GODWIN, JUNE	09/15/2009	PATIENT/GUARA	334.00	0.00	334.00
100004301	1	A	100004301	GOFF, RUSSELL	02/18/2010	PATIENT/GUARA	489.00	0.00	489.00
090027804	1	A	090027804	GOLDSTEIN, LIORA	11/06/2009	PATIENT/GUARA	539.75	0.00	539.75
090024687-2	1	A	113362	GOMEZ, BABY	10/03/2009	PATIENT/GUARA	520.75	0.00	520.75
090025221	1	A	090025221	GONZALEZ, ABEL	10/09/2009	PATIENT/GUARA	508.50	0.00	508.50
090030694	1	A	090030694	GONZALEZ, JASON	12/08/2009	PATIENT/GUARA	498.75	0.00	498.75
100000515	1	A	100000515	GONZALEZ, JOSEPH	01/07/2010	PATIENT/GUARA	469.50	0.00	469.50
090020392	1	A	090020392	GONZALEZ, LEONARDO	08/19/2009	PATIENT/GUARA	434.00	0.00	434.00
090013818	1	A	090013818	GONZALEZ, LUIS A	06/06/2009	PATIENT/GUARA	361.00	0.00	361.00
090023516-4	1	A	113266	GONZALEZ-ABADIA, FRAN	09/20/2009	PATIENT/GUARA	689.00	0.00	689.00
090026881	1	A	18495	GOODMAN, KENNETH G	10/27/2009	PATIENT/GUARA	508.50	0.00	508.50
090031535	1	A	090031535	GOODSON, PAMELA	12/18/2009	PATIENT/GUARA	645.00	0.00	645.00
100000964	1	A	100000964	GOORDEEN, ROY C	01/12/2010	PATIENT/GUARA	508.50	424.14	84.36
080002629	1	A	16097	GORDON, IRISH D	01/31/2008	PATIENT/GUARA	561.00	0.00	561.00
090022377	1	A	18501	GORDON, LINDA K	09/09/2009	PATIENT/GUARA	461.00	0.00	461.00
090025978	1	A	090025978	GORDON, TRISHANNA	10/17/2009	PATIENT/GUARA	498.75	0.00	498.75
090025053	1	A	090025053	GRABLE, ELIJAH S	10/07/2009	MEDICARE-PART	537.75	0.00	537.75
090029144-2	1	A	113590	GRAHAM, CURTIS	11/21/2009	PATIENT/GUARA	532.50	0.00	532.50
090014098	1	A	090014098	GRAHAM, DONALD J	06/10/2009	PATIENT/GUARA	712.00	0.00	712.00
070026527	1	A	070012847	GRAHAM, LEONARD	10/28/2007	MEDICARE-PART	450.50	0.00	450.50
[illegible]90029144	1	A	090029144	GRAHAM, TAKARA	11/21/2009	PATIENT/GUARA	598.25	0.00	598.25
090021570	1	A	090021570	GRAHAM, TRA'VON	09/01/2009	PATIENT/GUARA	470.00	0.00	470.00
090029827-2	1	A	97583	GRAHAM, VICTOR C	11/28/2009	PATIENT/GUARA	578.75	0.00	578.75
090018542	1	A	090018542	GRAHAM, WILLIAM	07/29/2009	PATIENT/GUARA	434.00	0.00	434.00
090028259	1	A	090028259	GRANT, DEONTE	11/12/2009	BCBS OF FL/ITS	489.00	0.00	489.00
090012037	1	A	090012037	GRANT, LAUREN	05/16/2009	PATIENT/GUARA	434.00	316.66	117.34
090022089	1	A	113199	GRANT, MICHAEL D	09/06/2009	PATIENT/GUARA	443.00	0.00	443.00
090029280	1	A	18803	GRANT-BLAKE, ANGELEK	11/23/2009	PATIENT/GUARA	489.00	0.00	489.00
100000459	1	A	100000459	GRAY, LINDA	01/06/2010	PATIENT/GUARA	557.25	0.00	557.25
090029331	1	A	060026443	GRAY, RENNAY	11/23/2009	PATIENT/GUARA	508.50	422.47	86.03
090011133	1	A	090011133	GRAYS, ANITA	05/06/2009	PATIENT/GUARA	517.00	413.60	103.40
090001979	1	A	090001979	GREDEN, JESSICA	01/24/2009	PATIENT/GUARA	671.00	0.00	671.00
090024350	1	A	94233	GREEN WAMSLEY, SUSA	09/29/2009	PATIENT/GUARA	587.00	0.00	587.00
090031499	1	A	101636	GREEN, DUSTIN C	12/17/2009	PATIENT/GUARA	549.50	0.00	549.50
090029561	1	A	21623	GREEN, GARY	11/25/2009	PATIENT/GUARA	489.00	0.00	489.00
090029955	1	A	21623	GREEN, GARY	11/30/2009	PATIENT/GUARA	508.50	0.00	508.50
090029580	1	A	090029580	GREEN, GERRICK	11/26/2009	PATIENT/GUARA	508.50	0.00	508.50
080009024	1	A	104883	GREEN, ROBINAYZA	04/10/2008	PATIENT/GUARA	452.50	0.00	452.50
090015267	1	A	070006896	GREEN, SARA A	06/23/2009	PATIENT/GUARA	461.00	0.00	461.00
100001874	1	A	070006896	GREEN, SARA A	01/21/2010	PATIENT/GUARA	489.00	0.00	489.00
100004945	1	A	070006896	GREEN, SARA A	02/25/2010	PATIENT/GUARA	559.25	0.00	559.25
090031208	1	A	090031208	GREENE, MARSHA	12/14/2009	PATIENT/GUARA	567.00	374.40	192.60
090029562	1	A	090029562	GRESS, BRUCE	11/25/2009	PATIENT/GUARA	364.75	0.00	364.75
100005022	1	A	100005022	GREY, CLINT	02/26/2010	PATIENT/GUARA	479.25	0.00	479.25
090029055	1	A	090029055	GRICE, COURTNEY	11/20/2009	PATIENT/GUARA	498.75	0.00	498.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

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090025700	1	A	090025700	GRIFFEN, EARL	10/14/2009	PATIENT/GUARA	459.75	0.00	459.75
090028357	1	A	090028357	GRIFFIN, AARON	11/13/2009	PATIENT/GUARA	413.50	0.00	413.50
090017570-2	1	A	113009	GRIFFIN, BRADLEY	07/18/2009	PATIENT/GUARA	343.00	0.00	343.00
090031816	1	A	090031816	GRIFFIN, CAROL	12/21/2009	PATIENT/GUARA	518.25	0.00	518.25
090031490	1	A	090031490	GRIFFIN, JERNARD	12/17/2009	PATIENT/GUARA	498.75	0.00	498.75
100003799	1	A	51578	GRIFFIN, LULA E	02/12/2010	PATIENT/GUARA	508.50	424.14	84.36
090021185	1	A	090021185	GRIFFIS, MARLENE L	08/27/2009	PATIENT/GUARA	560.00	0.00	560.00
090025030	1	A	090025030	GRIFFIS, MARY	10/07/2009	PATIENT/GUARA	459.75	359.75	100.00
090020579	1	A	090020579	GRIFFITH, CHRISTOPHER	08/21/2009	PATIENT/GUARA	461.00	0.00	461.00
090026506	1	A	57766	GRIFFITH, TAMMY L	10/22/2009	PATIENT/GUARA	567.00	0.00	567.00
090031529	1	A	57766	GRIFFITH, TAMMY L	12/18/2009	PATIENT/GUARA	394.00	0.00	394.00
090032030	1	A	57766	GRIFFITH, TAMMY L	12/23/2009	PATIENT/GUARA	479.25	0.00	479.25
090032314	1	A	57766	GRIFFITH, TAMMY L	12/27/2009	PATIENT/GUARA	459.75	0.00	459.75
090024243	1	A	090024243	GRIGGS, SAMUEL	09/28/2009	PATIENT/GUARA	334.00	0.00	334.00
090024360	1	A	090024360	GRIMES, LATONIA A	09/29/2009	PATIENT/GUARA	343.00	0.00	343.00
090026010	1	A	070020548	GUESS, DEREK	10/17/2009	PATIENT/GUARA	394.00	0.00	394.00
090031035	1	A	070020548	GUESS, DEREK	12/12/2009	PATIENT/GUARA	479.25	0.00	479.25
100000443	1	A	070020548	GUESS, DEREK	01/06/2010	PATIENT/GUARA	489.00	0.00	489.00
090021830	1	A	81919	GUIDRY, TEVON	09/03/2009	PATIENT/GUARA	352.00	0.00	352.00
090024336	1	A	090024336	GUNTER, NORMA	09/29/2009	PATIENT/GUARA	488.00	0.00	488.00
090015770	1	A	75260	GUTHRIE, CHRISTOPHER	06/29/2009	PATIENT/GUARA	443.00	0.00	443.00
090026984	1	A	070005967	GUY, ANGELA	10/28/2009	PATIENT/GUARA	528.00	0.00	528.00
090030229-3	1	A	113661	GUYTON, GENEVA	12/03/2009	PATIENT/GUARA	549.50	0.00	549.50
090014547	1	A	090014547	HAHN, CHARLES	06/14/2009	PATIENT/GUARA	497.00	0.00	497.00
090025909	1	A	090025909	HAINLEY, DONNA	10/16/2009	PATIENT/GUARA	498.75	0.00	498.75
090032028	1	A	75418	HALEY, HANSFORD H	12/23/2009	PATIENT/GUARA	498.75	0.00	498.75
090023492	1	A	090023492	HALL, ERIC	09/20/2009	PATIENT/GUARA	443.00	0.00	443.00
090020188	1	A	090020188	HALL, JANE	08/16/2009	PATIENT/GUARA	569.00	0.00	569.00
090021109	1	A	74186	HALL, KEVIN	08/27/2009	BCBS OF FL POB	463.00	363.22	99.78
090027900	1	A	080029703	HALL, LAWRENCE G	11/07/2009	PATIENT/GUARA	508.50	422.47	86.03
090028486	1	A	87514	HALL, TERRY	11/14/2009	PATIENT/GUARA	508.50	460.20	48.30
090014726	1	A	090014726	HALLOWELL, SARAH	06/17/2009	PATIENT/GUARA	334.00	267.63	66.37
090026198	1	A	090002227	HAMBRICK, EVELYN L	10/19/2009	PATIENT/GUARA	459.75	380.59	79.16
090026731	1	A	51553	HAMILTON, KEVIN	10/25/2009	PATIENT/GUARA	586.50	0.00	586.50
090028371	1	A	51553	HAMILTON, KEVIN	11/13/2009	PATIENT/GUARA	498.75	0.00	498.75
090016018	1	A	26256	HAMMOCK, ANNA M	07/01/2009	PATIENT/GUARA	436.00	0.00	436.00
100000203	1	A	26256	HAMMOCK, ANNA M	01/03/2010	PATIENT/GUARA	498.75	0.00	498.75
090029700	1	A	090029700	HAMMOND, AMBER	11/27/2009	PATIENT/GUARA	479.25	0.00	479.25
090029212	1	A	090029212	HAMMOND, EVERARD	11/22/2009	PATIENT/GUARA	498.75	0.00	498.75
090029207-4	1	A	113603	HAMMOND, TRINA M	11/22/2009	PATIENT/GUARA	384.25	0.00	384.25
090015161	1	A	3995	HAMPTON, JAMES A	06/22/2009	PATIENT/GUARA	641.00	0.00	641.00
090025131	1	A	3995	HAMPTON, JAMES A	10/08/2009	PATIENT/GUARA	684.00	0.00	684.00
090031406	1	A	3995	HAMPTON, JAMES A	12/16/2009	PATIENT/GUARA	540.25	0.00	540.25
090026890	1	A	090026890	HANDEL, KANA	10/27/2009	PATIENT/GUARA	518.25	0.00	518.25
090029141	1	A	19347	HANES, KENNETH E	11/21/2009	PATIENT/GUARA	606.00	506.23	99.77
090021157	1	A	090021157	HANLEY, KENNETH	08/27/2009	PATIENT/GUARA	490.00	0.00	490.00
100002771	1	A	100002771	HANNA, JUSTIN	01/31/2010	PATIENT/GUARA	549.50	0.00	549.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090031750	1	A	060023062	HARBIN, DEIDRE	12/20/2009	PATIENT/GUARA	559.25	0.00	559.25
100000021	1	A	060023062	HARBIN, DEIDRE	01/01/2010	PATIENT/GUARA	489.00	0.00	489.00
100003148	1	A	060023062	HARBIN, DEIDRE	02/04/2010	PATIENT/GUARA	479.25	0.00	479.25
080021450	1	A	33715	HARDEE, GLORIA J	08/28/2008	PATIENT/GUARA	376.00	315.84	60.16
080032080	1	A	33715	HARDEE, GLORIA J	12/26/2008	PATIENT/GUARA	506.00	430.23	75.77
090032368	1	A	33715	HARDEE, GLORIA J	12/28/2009	PATIENT/GUARA	489.00	405.71	83.29
090028473	1	A	090028473	HARDEN, BRANDI L	11/14/2009	PATIENT/GUARA	715.25	0.00	715.25
090020221	1	A	090020221	HARDEN, JIMMY	08/17/2009	PATIENT/GUARA	509.00	429.84	79.16
090022557	1	A	62479	HARDIN, BILLY	09/10/2009	PATIENT/GUARA	569.00	0.00	569.00
090025522	1	A	090025522	HARDING, BETTY	10/12/2009	PATIENT/GUARA	596.25	0.00	596.25
100000496	1	A	88556	HARDY, GEORGE L	01/06/2010	PATIENT/GUARA	459.75	0.00	459.75
100003660	1	A	060027732	HARDY, TRINA M	02/11/2010	PATIENT/GUARA	537.75	0.00	537.75
090005487	1	A	5667	HARGROVE, DEBORAH E	03/05/2009	PATIENT/GUARA	452.00	0.00	452.00
100001935	1	A	5667	HARGROVE, DEBORAH E	01/22/2010	PATIENT/GUARA	459.75	0.00	459.75
100003994	1	A	5667	HARGROVE, DEBORAH E	02/15/2010	PATIENT/GUARA	508.50	0.00	508.50
100009467	1	A	5667	HARGROVE, DEBORAH E	04/15/2010	PATIENT/GUARA	489.00	0.00	489.00
100011309	1	A	5667	HARGROVE, DEBORAH E	05/06/2010	PATIENT/GUARA	489.00	0.00	489.00
090032419	1	A	070010826	HARPER, TONI A	12/28/2009	PATIENT/GUARA	608.00	0.00	608.00
100000065	1	A	070010826	HARPER, TONI A	01/01/2010	PATIENT/GUARA	518.25	0.00	518.25
090021775	1	A	090021775	HARPER, TORI A	09/03/2009	BCBS OF FL POB	361.00	0.00	361.00
090027180	1	A	060014706	HARREL, DWIGHT	10/30/2009	PATIENT/GUARA	498.75	0.00	498.75
090025096	1	A	090025096	HARRELL, DWIGHT	10/08/2009	PATIENT/GUARA	384.25	0.00	384.25
)0008793	1	A	100008793	HARRELL, LYRIC	04/08/2010	PATIENT/GUARA	374.50	0.00	374.50
090026466	1	A	81639	HARRIS, BRANDON	10/22/2009	PATIENT/GUARA	464.25	0.00	464.25
090021976	1	A	12879	HARRIS, CAROLYN	09/05/2009	PATIENT/GUARA	165.00	0.00	165.00
100000399	1	A	96242	HARRIS, CAROLYN	01/05/2010	PATIENT/GUARA	394.00	0.00	394.00
090030947-2	1	A	113685	HARRIS, CHRISTINA	12/11/2009	PATIENT/GUARA	795.75	0.00	795.75
090025524	1	A	090025524	HARRIS, JAMES D	10/12/2009	PATIENT/GUARA	645.00	0.00	645.00
090028258	1	A	80280	HARRIS, MARY	11/12/2009	PATIENT/GUARA	557.25	0.00	557.25
100001195	1	A	16941	HARRISON, BEVERLY M	01/14/2010	PATIENT/GUARA	469.50	390.53	78.97
090028799	1	A	32554	HART, BO	11/18/2009	PATIENT/GUARA	596.25	0.00	596.25
100000947	1	A	100000947	HART, DEBORAH	01/11/2010	PATIENT/GUARA	479.25	0.00	479.25
100000802	1	A	100000802	HART, ERNEST	01/10/2010	PATIENT/GUARA	489.00	0.00	489.00
100002244	1	A	060019577	HARVEY, DAVID V	01/25/2010	PATIENT/GUARA	489.00	0.00	489.00
090021709	1	A	090021709	HARVEY, LOUIS	09/02/2009	PATIENT/GUARA	343.00	0.00	343.00
090020204	1	A	19340	HARVEY, MILDRED	08/16/2009	PATIENT/GUARA	461.00	0.00	461.00
090008695	1	A	090008695	HARWELL, MICHAEL	04/09/2009	PATIENT/GUARA	470.00	0.00	470.00
090031491	1	A	090031491	HATHCOX, LINDA L	12/17/2009	PATIENT/GUARA	567.00	472.72	94.28
090024173	1	A	87770	HAUFLER, DENISE M	09/27/2009	PATIENT/GUARA	379.00	292.98	86.02
100002673	1	A	100002673	HAUG, SIM M	01/30/2010	HUMANA POB 14	598.25	0.00	598.25
090030906	1	A	090030906	HAVET, STEVE	12/10/2009	PATIENT/GUARA	384.25	0.00	384.25
090031870	1	A	090030906	HAVET, STEVE	12/21/2009	PATIENT/GUARA	384.25	0.00	384.25
090029893	1	A	090029893	HAWKINS, SHAQUETTA	11/29/2009	PATIENT/GUARA	479.25	0.00	479.25
090023137	1	A	090023137	HAWKINS, THOMAS	09/17/2009	PATIENT/GUARA	452.00	370.09	81.91
090012810	1	A	74307	HAWLEY, JENNIFER R	05/25/2009	PATIENT/GUARA	509.00	0.00	509.00
100005582	1	A	20257	HAYES, JOYCE M	03/04/2010	PATIENT/GUARA	479.25	0.00	479.25
090030625	1	A	090030625	HAYES, MARILYN	12/07/2009	PATIENT/GUARA	413.50	0.00	413.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090023517	1	A	113260	HAYES, MICHAEL	09/20/2009	BCBS OF FL POB	587.00	0.00	587.00
090023134	1	A	090023134	HAYNES, JAMES	09/17/2009	PATIENT/GUARA	461.00	0.00	461.00
090021029	1	A	090021029	HAYNES, KENESHA	08/26/2009	PATIENT/GUARA	436.00	0.00	436.00
090021029-2	1	A	113155	HAYNES, SHANTEL	08/26/2009	PATIENT/GUARA	436.00	0.00	436.00
080015689	1	A	32503	HAYWOOD, RICHARD	06/22/2008	PATIENT/GUARA	350.50	0.00	350.50
090013277	1	A	090013277	HEAD, DORIS	05/31/2009	PATIENT/GUARA	479.00	421.63	57.37
100000599	1	A	100000599	HEAD, EASTER	01/07/2010	PATIENT/GUARA	498.75	0.00	498.75
090024781	1	A	060008247	HEAD, WILLIEMAE	10/04/2009	PATIENT/GUARA	489.00	0.00	489.00
090021662	1	A	090021662	HEAGLES, DALLAS	09/01/2009	PATIENT/GUARA	571.00	0.00	571.00
100001463	1	A	100001463	HEALY, ROBERT	01/17/2010	PATIENT/GUARA	394.00	0.00	394.00
090021452	1	A	090021452	HEFFERNAN, TIMOTHY	08/30/2009	BCBS OF FL POB	452.00	0.00	452.00
090030497	1	A	070031426	HEIGHT, JIMMY E	12/06/2009	PATIENT/GUARA	374.50	0.00	374.50
090004225	1	A	090004225	HEINEN, SHAUN	02/18/2009	PATIENT/GUARA	569.00	150.00	419.00
090024903	1	A	090024903	HENDERSON, CARL	10/06/2009	PATIENT/GUARA	444.75	0.00	444.75
090028609	1	A	070031899	HENDERSON, MAYGAN	11/15/2009	PATIENT/GUARA	498.75	0.00	498.75
090011845	1	A	49675	HENDERSON, ROGER	05/14/2009	PATIENT/GUARA	443.00	0.00	443.00
090003186	1	A	41162	HENRY, ELMER	02/07/2009	PATIENT/GUARA	497.00	310.22	186.78
090006076	1	A	41162	HENRY, ELMER	03/12/2009	PATIENT/GUARA	578.00	476.85	101.15
090008254	1	A	41162	HENRY, ELMER	04/04/2009	PATIENT/GUARA	470.00	385.34	84.66
090008800	1	A	41162	HENRY, ELMER	04/10/2009	PATIENT/GUARA	488.00	400.59	87.41
090018000	1	A	090018000	HENRY, LEVI	07/23/2009	PATIENT/GUARA	361.00	288.80	72.20
090013302	1	A	090013302	HENSON, DERRICK R	05/31/2009	PATIENT/GUARA	434.00	354.84	79.16
090013500	1	A	090013302	HENSON, DERRICK R	06/02/2009	PATIENT/GUARA	536.00	452.71	83.29
090030704	1	A	61123	HERBERT, SHIRLEY	12/08/2009	PATIENT/GUARA	479.25	0.00	479.25
100001518	1	A	61123	HERBERT, SHIRLEY	01/17/2010	PATIENT/GUARA	498.75	0.00	498.75
100003079	1	A	61123	HERBERT, SHIRLEY	02/04/2010	PATIENT/GUARA	479.25	0.00	479.25
090022068	1	A	000022068	HERNANDEZ, BLANCA	09/05/2009	PATIENT/GUARA	470.00	0.00	470.00
090024085	1	A	090024085	HERNANDEZ, GEORGE	09/26/2009	PATIENT/GUARA	434.00	0.00	434.00
090030512	1	A	090030512	HERNANDEZ, MICHAEL	12/06/2009	PATIENT/GUARA	464.25	0.00	464.25
090031779	1	A	090031779	HERNANDEZ, PAULO A	12/20/2009	PATIENT/GUARA	578.75	0.00	578.75
090028144-4	1	A	113539	HERNANDEZ, ROMERO	11/10/2009	PATIENT/GUARA	676.25	0.00	676.25
090023436	1	A	090023436	HICKS, ANN	09/20/2009	PATIENT/GUARA	370.00	0.00	370.00
090020876	1	A	56422	HICKS, RANDALL	08/24/2009	PATIENT/GUARA	509.00	0.00	509.00
090029324	1	A	56422	HICKS, RANDALL	11/23/2009	PATIENT/GUARA	474.00	0.00	474.00
090026761	1	A	105690	HIGGINS, SAMUEL	10/25/2009	AFLAC-1932 WYN	567.00	0.00	567.00
070023418	1	A	73582	HILL, BILLY B	09/23/2007	PATIENT/GUARA	165.00	15.53	149.47
070023844	1	A	73582	HILL, BILLY B	09/28/2007	PATIENT/GUARA	424.00	349.68	74.32
070024982	1	A	73582	HILL, BILLY B	10/10/2007	PATIENT/GUARA	165.00	0.00	165.00
070025150	1	A	73582	HILL, BILLY B	10/12/2007	PATIENT/GUARA	165.00	0.00	165.00
070025320	1	A	73582	HILL, BILLY B	10/14/2007	PATIENT/GUARA	569.50	551.14	18.36
090029315	1	A	090029315	HILL, BOBBY J	11/23/2009	PATIENT/GUARA	637.25	0.00	637.25
080031484	1	A	080031484	HILL, PAUL	12/19/2008	PATIENT/GUARA	434.00	342.10	91.90
080030183	1	A	97738	HILL, RICHARD	12/05/2008	PATIENT/GUARA	470.00	0.00	470.00
090025876	1	A	090025876	HINDSMAN, CLARENCE	10/16/2009	PATIENT/GUARA	645.00	0.00	645.00
090025641	1	A	090025641	HINES, ANDREW	10/13/2009	PATIENT/GUARA	403.75	0.00	403.75
090031891	1	A	090031891	HINES, CHRISTIAN	12/22/2009	PATIENT/GUARA	364.75	0.00	364.75
090030865	1	A	32965	HINES, MICHELLE L	12/10/2009	PATIENT/GUARA	653.75	0.00	653.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lq	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090020873	1	A	090020873	HOFFMAN, PHYLLIS A	08/24/2009	PATIENT/GUARA	578.00	0.00	578.00
090021257	1	A	090020873	HOFFMAN, PHYLLIS A	08/28/2009	PATIENT/GUARA	587.00	0.00	587.00
090026820	1	A	080023934	HOGAN, LORENE	10/26/2009	PATIENT/GUARA	459.75	380.59	79.16
090028676	1	A	070031738	HOGSED, NETTIE B	11/16/2009	PATIENT/GUARA	364.75	0.00	364.75
090027111	1	A	070023397	HOLDERBY, SCOTT D	10/30/2009	PATIENT/GUARA	459.75	0.00	459.75
090029358	1	A	080027162	HOLLANDER, MARK	11/24/2009	PATIENT/GUARA	615.75	0.00	615.75
100000064	1	A	080027162	HOLLANDER, MARK	01/01/2010	PATIENT/GUARA	606.00	0.00	606.00
100004431	1	A	080003431	HOLLINGSWORTH, LETHA	02/20/2010	PATIENT/GUARA	175.00	0.00	175.00
090018841	1	A	090018841	HOLSTEIN, LINDA J	08/01/2009	PATIENT/GUARA	533.00	433.00	100.00
090021084	1	A	080007262	HOLT, ALLEN	08/26/2009	PATIENT/GUARA	572.00	0.00	572.00
090025429	1	A	080007262	HOLT, ALLEN	10/11/2009	PATIENT/GUARA	588.50	0.00	588.50
080030884	1	A	080030884	HOLT, CHRISTOPHER	12/13/2008	PATIENT/GUARA	608.00	0.00	608.00
090028195	1	A	61072	HOLT, SHERRY A	11/11/2009	PATIENT/GUARA	508.50	430.17	78.33
090026121	1	A	090026121	HOLT, TAYLOR	10/18/2009	PATIENT/GUARA	645.00	526.35	118.65
090008275	1	A	090008275	HOOVER, BRITTANY L	04/04/2009	AETNA/POB 9811	587.00	0.00	587.00
090003502	1	A	82746	HOOVER, SARAH A	02/10/2009	PATIENT/GUARA	452.00	0.00	452.00
090020065	1	A	82746	HOOVER, SARAH A	08/14/2009	PATIENT/GUARA	443.00	0.00	443.00
090027005	1	A	82746	HOOVER, SARAH A	10/28/2009	PATIENT/GUARA	479.25	0.00	479.25
090028829	1	A	82746	HOOVER, SARAH A	11/18/2009	PATIENT/GUARA	479.25	0.00	479.25
090029726	1	A	82746	HOOVER, SARAH A	11/27/2009	PATIENT/GUARA	518.25	0.00	518.25
100001138	1	A	82746	HOOVER, SARAH A	01/13/2010	PATIENT/GUARA	489.00	0.00	489.00
100001404	1	A	82746	HOOVER, SARAH A	01/16/2010	PATIENT/GUARA	469.50	0.00	469.50
100003554	1	A	82746	HOOVER, SARAH A	02/10/2010	PATIENT/GUARA	479.25	0.00	479.25
100004102	1	A	82746	HOOVER, SARAH A	02/16/2010	PATIENT/GUARA	469.50	0.00	469.50
100006738	1	A	82746	HOOVER, SARAH A	03/16/2010	PATIENT/GUARA	479.25	0.00	479.25
100007184	1	A	82746	HOOVER, SARAH A	03/21/2010	PATIENT/GUARA	528.00	0.00	528.00
100007471	1	A	82746	HOOVER, SARAH A	03/24/2010	PATIENT/GUARA	537.75	0.00	537.75
100007708	1	A	82746	HOOVER, SARAH A	03/27/2010	PATIENT/GUARA	498.75	0.00	498.75
100008100	1	A	82746	HOOVER, SARAH A	03/31/2010	PATIENT/GUARA	374.50	0.00	374.50
100008381	1	A	82746	HOOVER, SARAH A	04/03/2010	PATIENT/GUARA	528.00	0.00	528.00
100009246	1	A	82746	HOOVER, SARAH A	04/13/2010	PATIENT/GUARA	384.25	0.00	384.25
100011356	1	A	82746	HOOVER, SARAH A	05/07/2010	PATIENT/GUARA	384.25	0.00	384.25
100012130	1	A	82746	HOOVER, SARAH A	05/15/2010	PATIENT/GUARA	384.25	0.00	384.25
090023721	1	A	090023721	HOPPER, JEFFREY	09/22/2009	PATIENT/GUARA	427.00	0.00	427.00
090020244	1	A	090020244	HORTON, STACEY	08/17/2009	PATIENT/GUARA	518.00	402.69	115.31
090019127	1	A	090017133	HOTTINGER, ROBERT	08/04/2009	PATIENT/GUARA	406.00	106.00	300.00
090027428	1	A	090027428	HOUSTON, BENECHIA	11/02/2009	PATIENT/GUARA	508.50	387.16	121.34
090027775	1	A	090027775	HOUSTON, SOPHIA	11/06/2009	PATIENT/GUARA	423.25	73.95	349.30
090026195	1	A	090026195	HOWARD, DAVID	10/19/2009	PATIENT/GUARA	596.25	0.00	596.25
090031548	1	A	89361	HOWARD, MICHEAL J	12/18/2009	PATIENT/GUARA	469.50	0.00	469.50
100000085	1	A	89361	HOWARD, MICHEAL J	01/02/2010	PATIENT/GUARA	469.50	0.00	469.50
090020175	1	A	090020175	HOWE, JESSICA M	08/16/2009	PATIENT/GUARA	479.00	0.00	479.00
090024348	1	A	102449	HOWELL, DETRON	09/29/2009	PATIENT/GUARA	343.00	0.00	343.00
100001941	1	A	100001941	HOWELL, GAYNELL	01/22/2010	PATIENT/GUARA	469.50	0.00	469.50
090031116	1	A	31804	HOWELL, JEROME	12/13/2009	PATIENT/GUARA	175.00	0.00	175.00
090024538	1	A	107060	HOWELL, ROBERT	10/01/2009	PATIENT/GUARA	686.00	0.00	686.00
090030559	1	A	090030559	HUBBARD, CHARLES	12/07/2009	PATIENT/GUARA	394.00	0.00	394.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090025544	1	A	76630	HUBBLER, JEFF	10/12/2009	PATIENT/GUARA	578.75	0.00	578.75
090018702	1	A	090006160	HUBERT, MARY	07/31/2009	PATIENT/GUARA	587.00	0.00	587.00
100005344	1	A	100005344	HUDSON, DANIEL L	03/01/2010	PATIENT/GUARA	469.50	0.00	469.50
100005626	1	A	100005344	HUDSON, DANIEL L	03/04/2010	PATIENT/GUARA	384.25	0.00	384.25
100005761	1	A	100005344	HUDSON, DANIEL L	03/06/2010	PATIENT/GUARA	459.75	0.00	459.75
100007440	1	A	100005344	HUDSON, DANIEL L	03/24/2010	PATIENT/GUARA	528.00	0.00	528.00
090026751	1	A	79481	HUDSON, TREVOR C	10/25/2009	PATIENT/GUARA	498.75	0.00	498.75
090027091	1	A	79481	HUDSON, TREVOR C	10/29/2009	PATIENT/GUARA	403.75	0.00	403.75
090029545	1	A	79481	HUDSON, TREVOR C	11/25/2009	PATIENT/GUARA	403.75	0.00	403.75
090026287	1	A	070014716	HUDSON, WILLIAM	10/20/2009	PATIENT/GUARA	498.75	0.00	498.75
090006804	1	A	090006804	HUGHES, SARAH D	03/20/2009	ANTHEM BCBS P	334.00	0.00	334.00
090031237	1	A	61350	HUMPHREY, RICHARD	12/14/2009	PATIENT/GUARA	569.00	0.00	569.00
080024076	1	A	27159	HUNSAKER, ANN N	09/26/2008	PATIENT/GUARA	434.00	0.00	434.00
090023102	1	A	090023102	HUNTER, KIMORA	09/17/2009	PATIENT/GUARA	379.00	0.00	379.00
090028648	1	A	090028648	HUPP, MARY L	11/16/2009	PATIENT/GUARA	518.25	0.00	518.25
090022789	1	A	090022789	HUSSAIN, MEHRUNNISA	09/13/2009	PATIENT/GUARA	434.00	0.00	434.00
090029986	1	A	090022789	HUSSAIN, MEHRUNNISA	11/30/2009	PATIENT/GUARA	469.50	0.00	469.50
090028443	1	A	47381	HUTCHINSON, JUSTIN T	11/14/2009	PATIENT/GUARA	384.25	0.00	384.25
090030018	1	A	47381	HUTCHINSON, JUSTIN T	12/01/2009	PATIENT/GUARA	501.25	0.00	501.25
090020581	1	A	090020581	IFILL-ALEXIS, DANIA	08/21/2009	PATIENT/GUARA	352.00	0.00	352.00
090027557	1	A	090027557	INABNETT, MURRAY	11/03/2009	PATIENT/GUARA	469.50	0.00	469.50
090026246	1	A	090026246	INCANDEL, JOSEPH	10/19/2009	PATIENT/GUARA	489.00	0.00	489.00
090029462	1	A	1388	IP, KIM	11/24/2009	PATIENT/GUARA	479.25	0.00	479.25
090009676	1	A	070009360	IRISH, MARTIN	04/20/2009	PATIENT/GUARA	497.00	408.22	88.78
090005317	1	A	112314	IRVIN, WILLIAM E	03/03/2009	PATIENT/GUARA	470.00	385.34	84.66
090025159	1	A	090025159	IRVING, KATHY F	10/08/2009	PATIENT/GUARA	498.75	0.00	498.75
090000207	1	A	68754	ISAAC, LATAMRA	01/03/2009	PATIENT/GUARA	527.00	0.00	527.00
090021207	1	A	48830	ISOM, JAY	08/28/2009	PATIENT/GUARA	343.00	0.00	343.00
090026504	1	A	090026504	IVEY, AHMAD	10/22/2009	PATIENT/GUARA	588.50	0.00	588.50
090023904	1	A	090023904	JACKSON, ANTWAN R	09/24/2009	PATIENT/GUARA	488.00	0.00	488.00
090032166	1	A	52514	JACKSON, CLARENCE M	12/25/2009	PATIENT/GUARA	403.75	0.00	403.75
080016876	1	A	080016876	JACKSON, DEORO	07/06/2008	PATIENT/GUARA	333.50	0.00	333.50
090006270	1	A	080016876	JACKSON, DEORO	03/14/2009	PATIENT/GUARA	470.00	0.00	470.00
090025724	1	A	090025724	JACKSON, DONALD	10/14/2009	PATIENT/GUARA	596.25	0.00	596.25
090022026	1	A	26761	JACKSON, ETIMOTHY A	09/05/2009	PATIENT/GUARA	569.00	0.00	569.00
090030929	1	A	090030929	JACKSON, HENRY	12/11/2009	PATIENT/GUARA	374.50	0.00	374.50
090019277	1	A	62007	JACKSON, LEVON D	08/06/2009	PATIENT/GUARA	343.00	0.00	343.00
090020394	1	A	62007	JACKSON, LEVON D	08/19/2009	PATIENT/GUARA	461.00	0.00	461.00
100002239	1	A	080005347	JACKSON, RACHAEL	01/25/2010	BCBS OF FL POB	528.00	0.00	528.00
090025381	1	A	090025381	JACKSON, RICHARD	10/10/2009	PATIENT/GUARA	625.50	0.00	625.50
090031586	1	A	090031586	JACOB, JERARD	12/18/2009	PATIENT/GUARA	493.50	0.00	493.50
090022632	1	A	090022632	JACOBS, SARAH	09/11/2009	PATIENT/GUARA	461.00	0.00	461.00
100002056	1	A	100002056	JAKUBCZYK, ALLISON	01/23/2010	PATIENT/GUARA	459.75	0.00	459.75
090031112	1	A	090031112	JAMERSON, MARC	12/13/2009	PATIENT/GUARA	528.00	0.00	528.00
090026344	1	A	88622	JAMES, ALVIN	10/20/2009	PATIENT/GUARA	508.50	0.00	508.50
090030843	1	A	61729	JAMES, ELIZABETH	12/10/2009	PATIENT/GUARA	489.00	0.00	489.00
090030688	1	A	080006385	JAMISON, O'DARIUS L	12/08/2009	PATIENT/GUARA	569.00	0.00	569.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090017893	1	A	090017893	JARAMILLO, LUIS J	07/21/2009	PATIENT/GUARA	470.00	0.00	470.00
090015667	1	A	090015667	JEFFERSON, MARGARET	06/27/2009	PATIENT/GUARA	470.00	385.34	84.66
100003502	1	A	100003502	JELKS, CALVIN	02/09/2010	PATIENT/GUARA	508.50	0.00	508.50
100000613	1	A	102373	JENKINS, EBONY	01/08/2010	PATIENT/GUARA	413.50	313.50	100.00
090032251	1	A	100739	JENKINS, JACQUELINE	12/26/2009	PATIENT/GUARA	498.75	0.00	498.75
090020403	1	A	090020403	JENKINS, JOE	08/19/2009	PATIENT/GUARA	623.00	514.98	108.02
090027746	1	A	090020403	JENKINS, JOE	11/06/2009	PATIENT/GUARA	530.50	440.26	90.24
100001507	1	A	080000258	JENKINS, JOIE F	01/17/2010	PATIENT/GUARA	686.00	391.33	294.67
090031877-2	1	A	113745	JENKINS, KAMAURI	12/21/2009	PATIENT/GUARA	413.50	0.00	413.50
090010500	1	A	91092	JENKINS, PATRICIA A	04/29/2009	PATIENT/GUARA	452.00	0.00	452.00
090031253	1	A	090031253	JENKINS, ROBERT	12/15/2009	PATIENT/GUARA	501.25	0.00	501.25
090019920	1	A	66138	JENKINS, SHANTAVIA	08/13/2009	PATIENT/GUARA	578.00	0.00	578.00
100003894	1	A	48813	JENKINS, STEPHANIE	02/14/2010	PATIENT/GUARA	374.50	0.00	374.50
090007236	1	A	090007236	JENKINS, XAVIER	03/24/2009	PATIENT/GUARA	361.00	0.00	361.00
090023508	1	A	090023508	JENNINGS, ROY	09/20/2009	PATIENT/GUARA	352.00	0.00	352.00
090028225	1	A	84283	JERNIGAN, PAUL W	11/11/2009	PATIENT/GUARA	508.50	0.00	508.50
090028085	1	A	090028085	JIMENEZ, PASCUAL	11/10/2009	PATIENT/GUARA	567.00	0.00	567.00
090027809	1	A	090027809	JOHNS, CHARITY	11/06/2009	PATIENT/GUARA	528.00	0.00	528.00
090028843	1	A	20569	JOHNSON, BRITTNEY L	11/18/2009	PATIENT/GUARA	459.75	0.00	459.75
090030885	1	A	090030885	JOHNSON, CHARLES	12/10/2009	PATIENT/GUARA	374.50	0.00	374.50
090027129	1	A	64618	JOHNSON, CHRISTINA A	10/30/2009	PATIENT/GUARA	645.00	0.00	645.00
090025396	1	A	97540	JOHNSON, COURTNEY A	10/11/2009	PATIENT/GUARA	459.75	0.00	459.75
[illegible]0002518	1	A	97540	JOHNSON, COURTNEY A	01/29/2010	BCBS OF FL POB	489.00	0.00	489.00
090027513	1	A	090027513	JOHNSON, DAVID L	11/03/2009	PATIENT/GUARA	469.50	0.00	469.50
090022085	1	A	090022085	JOHNSON, DAWN N	09/06/2009	PATIENT/GUARA	527.00	0.00	527.00
090019971	1	A	70310	JOHNSON, ERIC	08/13/2009	PATIENT/GUARA	452.00	0.00	452.00
090020199	1	A	060014337	JOHNSON, FRANK	08/16/2009	PATIENT/GUARA	452.00	370.09	81.91
100000222	1	A	100000222	JOHNSON, GABRIEL L	01/04/2010	PATIENT/GUARA	444.75	0.00	444.75
090026030	1	A	95640	JOHNSON, GARY E	10/17/2009	PATIENT/GUARA	569.00	0.00	569.00
100004804	1	A	100004804	JOHNSON, HOLLY A	02/24/2010	PATIENT/GUARA	559.25	0.00	559.25
090017088	1	A	090017088	JOHNSON, ILLISA	07/12/2009	PATIENT/GUARA	361.00	0.00	361.00
090031907	1	A	090017088	JOHNSON, ILLISA	12/22/2009	PATIENT/GUARA	394.00	0.00	394.00
090001061	1	A	090001061	JOHNSON, JEREMIAH	01/13/2009	PATIENT/GUARA	608.00	0.00	608.00
090022642	1	A	105455	JOHNSON, JOHNATHON	09/11/2009	PATIENT/GUARA	352.00	0.00	352.00
090029247	1	A	105455	JOHNSON, JOHNATHON	11/22/2009	PATIENT/GUARA	578.75	463.00	115.75
090030403	1	A	86781	JOHNSON, KEITH W	12/05/2009	PATIENT/GUARA	576.75	481.10	95.65
090016425	1	A	113006	JOHNSON, KENNETH	07/05/2009	PATIENT/GUARA	461.00	0.00	461.00
100010990	1	A	102680	JOHNSON, LORENZO	05/03/2010	PATIENT/GUARA	528.00	0.00	528.00
090029406	1	A	090029406	JOHNSON, MARLON	11/24/2009	PATIENT/GUARA	464.25	0.00	464.25
090023838	1	A	090023838	JOHNSON, NATASHA	09/24/2009	PATIENT/GUARA	443.00	0.00	443.00
090028222	1	A	090028222	JOHNSON, NEVAEH	11/11/2009	PATIENT/GUARA	403.75	0.00	403.75
090032213	1	A	29021	JOHNSON, RICKY A	12/26/2009	PATIENT/GUARA	469.50	0.00	469.50
100003682	1	A	29021	JOHNSON, RICKY A	02/11/2010	PATIENT/GUARA	459.75	0.00	459.75
090021674	1	A	090021674	JOHNSON, SIM	09/02/2009	PATIENT/GUARA	334.00	0.00	334.00
090021743	1	A	090021674	JOHNSON, SIM	09/02/2009	PATIENT/GUARA	334.00	0.00	334.00
090025420	1	A	89579	JOHNSON, STEVEN L	10/11/2009	PATIENT/GUARA	423.25	0.00	423.25
090028084	1	A	89579	JOHNSON, STEVEN L	11/10/2009	PATIENT/GUARA	374.50	0.00	374.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090026505	1	A	090026505	JOHNSON, TRAVASEUS	10/22/2009	PATIENT/GUARA	493.50	0.00	493.50
100002701	1	A	6745	JOHNSON, TURQUOISE	01/31/2010	PATIENT/GUARA	489.00	0.00	489.00
090025086	1	A	090025086	JOINER, DAVID	10/08/2009	PATIENT/GUARA	557.25	0.00	557.25
090032410	1	A	090032410	JONES, BRENDA	12/28/2009	PATIENT/GUARA	537.75	0.00	537.75
080020209	1	A	080020209	JONES, CHELSEA	08/13/2008	PATIENT/GUARA	451.00	275.30	175.70
100003645	1	A	62182	JONES, CRAIG T	02/11/2010	PATIENT/GUARA	586.50	0.00	586.50
090030003	1	A	44524	JONES, ELLIOTT	11/30/2009	PATIENT/GUARA	645.00	0.00	645.00
090031430	1	A	090031430	JONES, JESSICA	12/17/2009	PATIENT/GUARA	469.50	0.00	469.50
080008398	1	A	080008398	JONES, LUTHER	04/04/2008	PATIENT/GUARA	467.50	267.50	200.00
090003702	1	A	090003702	JONES, MARY	02/12/2009	PATIENT/GUARA	527.00	0.00	527.00
090028303	1	A	090028303	JONES, MARY E	11/12/2009	PATIENT/GUARA	615.75	0.00	615.75
090020393	1	A	090020393	JONES, MONROE	08/19/2009	PATIENT/GUARA	716.00	0.00	716.00
090023430	1	A	090023430	JONES, TIIA	09/19/2009	PATIENT/GUARA	461.00	0.00	461.00
090028625	1	A	090028625	JORDAN, REMONDA	11/16/2009	PATIENT/GUARA	508.50	0.00	508.50
100001056	1	A	100001056	JOSE, MAJALY	01/12/2010	PATIENT/GUARA	540.25	0.00	540.25
090024298	1	A	113341	JOSEPH, ALICIA	09/29/2009	PATIENT/GUARA	461.00	0.00	461.00
090024975	1	A	52001	JOSTEN, LINDA M	10/06/2009	PATIENT/GUARA	596.25	497.85	98.40
090025710	1	A	52001	JOSTEN, LINDA M	10/14/2009	PATIENT/GUARA	586.50	489.47	97.03
090024228	1	A	62210	JOY, CLAIRICE	09/28/2009	PATIENT/GUARA	461.00	361:00	100.00
090029884	1	A	080028225	JUDGE, TAMMY D	11/29/2009	PATIENT/GUARA	459.75	415.60	44.15
090027672	1	A	090027672	JUDY, JESSIE	11/05/2009	PATIENT/GUARA	498.75	0.00	498.75
090029787	1	A	93109	KALIVODA, LOUIS	11/28/2009	PATIENT/GUARA	374.50	74.60	299.90
090029304	1	A	090025989	KAMP, HEIDI H	11/23/2009	PATIENT/GUARA	489.00	405.71	83.29
090025985	1	A	101224	KANTOR, TANYA N	10/17/2009	BCBS OF FL POB	498.75	0.00	498.75
090020651	1	A	35976	KASICKI, MARIA	08/21/2009	PATIENT/GUARA	470.00	0.00	470.00
090029628	1	A	070004183	KATZ, DAVI A	11/26/2009	BCBS ST OF FL "	596.25	0.00	596.25
090027200	1	A	090027200	KEARNEY, WILL	10/30/2009	PATIENT/GUARA	479.25	0.00	479.25
080018220	1	A	080018220	KEARSE, MARGARET E	07/21/2008	PATIENT/GUARA	442.00	0.00	442.00
090023666	1	A	090023666	KECK, PAUL	09/22/2009	PATIENT/GUARA	497.00	0.00	497.00
090024042	1	A	090024042	KEENEY, CHRISTOPHER	09/26/2009	PATIENT/GUARA	461.00	0.00	461.00
100003192	1	A	100003192	KEIM, DAVID R	02/05/2010	PATIENT/GUARA	547.50	0.00	547.50
090028436	1	A	090028436	KELLY, DOUGLAS	11/14/2009	PATIENT/GUARA	731.75	0.00	731.75
090024071	1	A	090024071	KELLY, JIM	09/26/2009	PATIENT/GUARA	461.00	0.00	461.00
090019966	1	A	090019966	KELLY, TAEE	08/13/2009	PATIENT/GUARA	370.00	0.00	370.00
100000614	1	A	63010	KELSEY, ADRIENE	01/08/2010	PATIENT/GUARA	384.25	0.00	384.25
090020292	1	A	090020292	KELSEY, JACKLYN	08/18/2009	PATIENT/GUARA	442.00	0.00	442.00
090026021	1	A	74328	KELSEY, JASMINE A	10/17/2009	PATIENT/GUARA	479.25	0.00	479.25
090022992	1	A	92839	KELSEY, KELVIN I	09/15/2009	PATIENT/GUARA	568.00	0.00	568.00
100001278	1	A	100001278	KENNEDY, RACHAEL	01/15/2010	PATIENT/GUARA	522.75	0.00	522.75
090023092	1	A	1948	KENNEDY, WILLIAM T	09/16/2009	PATIENT/GUARA	434.00	354.84	79.16
090027107	1	A	53366	KERNEY, ARETHA D	10/30/2009	PATIENT/GUARA	489.00	0.00	489.00
090021414	1	A	72997	KERSLAKE, MARGUERITE	08/30/2009	PATIENT/GUARA	479.00	0.00	479.00
090024223	1	A	090024223	KESSLER, LINDSAY	09/28/2009	PATIENT/GUARA	434.00	296.86	137.14
090025944	1	A	090025944	KILGORE, CHARLES	10/16/2009	PATIENT/GUARA	364.75	291.80	72.95
090025996	1	A	090025996	KING, BRENDA	10/17/2009	PATIENT/GUARA	498.75	0.00	498.75
090020622	1	A	24889	KING, KAREN L	08/21/2009	PATIENT/GUARA	542.00	446.35	95.65
070011688	1	A	060025718	KING, MARCUS R	05/09/2007	PATIENT/GUARA	440.00	0.00	440.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100004927	1	A	100004927	KING, TIMOTHY	02/25/2010	PATIENT/GUARA	489.00	0.00	489.00
090003649	1	A	090003649	KINGS, GEORGIA	02/12/2009	PATIENT/GUARA	443.00	392.46	50.54
090031792	1	A	090024631	KINSEY, JANECE	12/21/2009	PATIENT/GUARA	394.00	0.00	394.00
090017602	1	A	090017602	KIRBY, BOHMAN L	07/18/2009	PATIENT/GUARA	334.00	164.73	169.27
090025590	1	A	080012422	KIRKLAND, PEGGY S	10/13/2009	PATIENT/GUARA	576.75	481.10	95.65
090031783	1	A	84958	KIRKPATRICK, CARL R	12/20/2009	PATIENT/GUARA	498.75	0.00	498.75
090011994	1	A	090011994	KLEPPEY, ERNEST	05/16/2009	PATIENT/GUARA	334.00	0.00	334.00
090004727	1	A	090004727	KNIGHT, CONLEY F	02/24/2009	PATIENT/GUARA	452.00	0.00	452.00
090007396	1	A	090004727	KNIGHT, CONLEY F	03/26/2009	PATIENT/GUARA	470.00	0.00	470.00
090019897	1	A	77275	KNIGHT, ELAINE	08/13/2009	PATIENT/GUARA	452.00	370.09	81.91
090022601	1	A	090022601	KOHN, MATTHEW T	09/11/2009	PATIENT/GUARA	577.00	456.49	120.51
090032436	1	A	090032436	KOOK, JOHN	12/29/2009	PATIENT/GUARA	479.25	0.00	479.25
090029533	1	A	090024999	KOON, CHERI A	11/25/2009	PATIENT/GUARA	433.00	0.00	433.00
090019137	1	A	090019137	KOONTZ, JUDY	08/04/2009	PATIENT/GUARA	334.00	217.10	116.90
090023611	1	A	090023611	KORTYKA, LOUIS	09/21/2009	PATIENT/GUARA	461.00	440.00	21.00
090030883	1	A	090030883	KRAMER, PAUL R	12/10/2009	PATIENT/GUARA	606.00	0.00	606.00
100001096	1	A	100001096	KRASNOW, LAUREN M	01/13/2010	PATIENT/GUARA	508.50	0.00	508.50
090030658	1	A	090030658	KULMACZ, SUSAN	12/08/2009	PATIENT/GUARA	479.25	0.00	479.25
090008082	1	A	090008082	KUSCHEL, SANDRA	04/02/2009	BCBS OF FL POB	488.00	0.00	488.00
090015982	1	A	090008082	KUSCHEL, SANDRA	07/01/2009	BCBS OF FL POB	506.00	0.00	506.00
080019453	1	A	79571	LABELLE, NATHANAEL	08/04/2008	PATIENT/GUARA	544.00	155.00	389.00
090025511	1	A	090025511	LACACI, GERMAN	10/12/2009	PATIENT/GUARA	598.25	538.43	59.82
090020996	1	A	29207	LAIL, BILLY R	08/25/2009	PATIENT/GUARA	461.00	0.00	461.00
090028440	1	A	29207	LAIL, BILLY R	11/14/2009	PATIENT/GUARA	384.25	0.00	384.25
080009186	1	A	66113	LAMARR, LUAN	04/12/2008	PATIENT/GUARA	527.00	0.00	527.00
080022867	1	A	66113	LAMARR, LUAN	09/12/2008	PATIENT/GUARA	527.00	0.00	527.00
100002725	1	A	66113	LAMARR, LUAN	01/31/2010	PATIENT/GUARA	625.50	0.00	625.50
090028477	1	A	090028477	LAMB, JOSEPH A	11/14/2009	PATIENT/GUARA	489.00	0.00	489.00
090030368	1	A	16704	LAMB, PAMELA	12/04/2009	PATIENT/GUARA	384.25	0.00	384.25
090024949	1	A	43416	LAMBERT, ROBERT G	10/06/2009	PATIENT/GUARA	489.00	389.00	100.00
090024256	1	A	090024256	LAMBERT, TODD	09/28/2009	PATIENT/GUARA	452.00	0.00	452.00
090019906	1	A	101523	LAMBERT, WOODROW W	08/13/2009	PATIENT/GUARA	452.00	0.00	452.00
090003814	1	A	090003814	LANCASTER, MELODY A	02/13/2009	BCBS OF FL/ITS	551.00	0.00	551.00
090009494	1	A	090009494	LAND, PATRICK A	04/18/2009	PATIENT/GUARA	561.00	0.00	561.00
100000186	1	A	100000186	LANDA, JOSE	01/03/2010	PATIENT/GUARA	842.00	0.00	842.00
090020484	1	A	090020484	LANDES, JOSEPH E	08/20/2009	PATIENT/GUARA	452.00	0.00	452.00
100001648	1	A	100001648	LANDRY, BILLY	01/19/2010	PATIENT/GUARA	637.25	0.00	637.25
090027491	1	A	080019533	LANGFORD, PAUL L	11/03/2009	PATIENT/GUARA	703.50	589.99	113.51
090014654	1	A	090012158	LAPLACA, JOSEPH	06/16/2009	BCBS OF FL/ITS	434.00	0.00	434.00
090012265-2	1	A	112734	LASANE, JALISIA	05/19/2009	PATIENT/GUARA	427.00	347.00	80.00
090019519	1	A	090019519	LAVENDER, JIMMY	08/08/2009	PATIENT/GUARA	581.00	0.00	581.00
090029584	1	A	090029584	LAVIN, MICHAEL	11/26/2009	PATIENT/GUARA	617.75	0.00	617.75
090020131	1	A	58166	LAWRENCE, IRVING B	08/15/2009	PATIENT/GUARA	452.00	0.00	452.00
090017212	1	A	090017212	LAWSON, MARY	07/14/2009	PATIENT/GUARA	461.00	377.71	83.29
090028814	1	A	090028814	LAZETERA, CLAYTON	11/18/2009	PATIENT/GUARA	644.00	0.00	644.00
090004129	1	A	080013888	LEAS, JOHN	02/17/2009	VA (VETERANS A	452.00	0.00	452.00
090005413	1	A	080013888	LEAS, JOHN	03/04/2009	PATIENT/GUARA	452.00	0.00	452.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090028986	1	A	35652	LEASH, JOHNNY	11/20/2009	PATIENT/GUARA	489.00	0.00	489.00
080027359	1	A	5635	LEASURE, TABETHA M	11/03/2008	PATIENT/GUARA	662.00	0.00	662.00
090030517	1	A	090030517	LEATH, COREATHA	12/06/2009	PATIENT/GUARA	537.75	0.00	537.75
080015407	1	A	080015407	LEATH, VICTORIA	06/19/2008	PATIENT/GUARA	450.50	80.00	370.50
090030155	1	A	090030155	LECHLER, DAVID	12/02/2009	PATIENT/GUARA	483.75	0.00	483.75
090008298	1	A	090008298	LEE, BRITTANY	04/04/2009	PATIENT/GUARA	434.00	0.00	434.00
090021043	1	A	090021043	LEE, IKHYUN	08/26/2009	PATIENT/GUARA	461.00	0.00	461.00
100001919	1	A	47750	LEE, JENNIFER	01/22/2010	BCBS OF FL POB	498.75	0.00	498.75
090020649	1	A	060007330	LEE, JOHNNY	08/21/2009	PATIENT/GUARA	461.00	0.00	461.00
090026769	1	A	090026769	LEE, PENNYE	10/25/2009	PATIENT/GUARA	384.25	0.00	384.25
090032552	1	A	090032552	LEE, ROBERT	12/30/2009	PATIENT/GUARA	459.75	356.23	103.52
100001155	1	A	26438	LEE, RONNIE	01/13/2010	PATIENT/GUARA	518.25	0.00	518.25
100001621	1	A	26438	LEE, RONNIE	01/19/2010	PATIENT/GUARA	403.75	0.00	403.75
090032429	1	A	090032429	LEE, SHAUNA	12/29/2009	PATIENT/GUARA	498.75	0.00	498.75
100002060	1	A	63568	LEE, TIMOTHY	01/23/2010	PATIENT/GUARA	489.00	0.00	489.00
090025460	1	A	090025460	LEE, TRAVUS	10/11/2009	PATIENT/GUARA	498.75	0.00	498.75
090027109	1	A	080025578	LEEDS, PAYTEN	10/30/2009	PATIENT/GUARA	175.00	0.00	175.00
090011305	1	A	090011305	LEEDY, MARIE	05/08/2009	PATIENT/GUARA	352.00	282.88	69.12
090012588	1	A	090011305	LEEDY, MARIE	05/23/2009	PATIENT/GUARA	470.00	385.34	84.66
090017731	1	A	090011305	LEEDY, MARIE	07/20/2009	PATIENT/GUARA	434.00	354.84	79.16
090024074	1	A	090024074	LEON-HERRERA, FABIA	09/26/2009	PATIENT/GUARA	470.00	0.00	470.00
090026470	1	A	99421	LEROY, JOHNATHON	10/22/2009	PATIENT/GUARA	479.25	0.00	479.25
090029174	1	A	46368	LESCARBEAU, JOSEPHIN	11/22/2009	PATIENT/GUARA	550.00	440.00	110.00
090031166	1	A	84790	LESTER, CORNELIUS C	12/14/2009	PATIENT/GUARA	498.75	368.35	130.40
100000615	1	A	7661	LESTER, EMMA L	01/08/2010	PATIENT/GUARA	384.25	0.00	384.25
090031124	1	A	103136	LESTER, GAIL	12/13/2009	BCBS OF FL POB	403.75	0.00	403.75
090026517	1	A	090026517	LEWENSKI, AMBER	10/23/2009	PATIENT/GUARA	459.75	0.00	459.75
090020459	1	A	38768	LEWIS, ARTHUR	08/19/2009	PATIENT/GUARA	470.00	0.00	470.00
090031943	1	A	68730	LEWIS, JAMES	12/22/2009	PATIENT/GUARA	175.00	0.00	175.00
090031868-2	1	A	060028377	LEWIS, TIERRA	12/21/2009	PATIENT/GUARA	464.25	0.00	464.25
100002516	1	A	060028377	LEWIS, TIERRA	01/28/2010	PATIENT/GUARA	508.50	0.00	508.50
090030247	1	A	080031015	LEWIS, WILLIE E	12/03/2009	PATIENT/GUARA	479.25	0.00	479.25
090016175	1	A	090016175	LEWMAN, THYRESSA L	07/03/2009	PATIENT/GUARA	488.00	400.59	87.41
090019220	1	A	090016175	LEWMAN, THYRESSA L	08/05/2009	PATIENT/GUARA	488.00	400.59	87.41
090023473	1	A	090016175	LEWMAN, THYRESSA L	09/20/2009	PATIENT/GUARA	488.00	400.59	87.41
100000897	1	A	080030150	LINCOLN, PAUL A	01/11/2010	PATIENT/GUARA	528.00	0.00	528.00
090015549	1	A	090015549	LINDSAY, GINGER	06/26/2009	PATIENT/GUARA	470.00	446.50	23.50
090020508	1	A	090020508	LINDSLEY, LAWRENCE C	08/20/2009	PATIENT/GUARA	554.00	0.00	554.00
090023685	1	A	090020508	LINDSLEY, LAWRENCE C	09/22/2009	PATIENT/GUARA	452.00	0.00	452.00
100005309	1	A	090020508	LINDSLEY, LAWRENCE C	03/01/2010	PATIENT/GUARA	459.75	0.00	459.75
090026696	1	A	554	LINN, LEONARD L	10/25/2009	PATIENT/GUARA	528.00	0.00	528.00
090030855	1	A	090030855	LISTER, JOEL	12/10/2009	PATIENT/GUARA	725.00	0.00	725.00
090027993	1	A	69569	LITTLE, QUINCY	11/08/2009	PATIENT/GUARA	394.00	0.00	394.00
100002170	1	A	108643	LITTLE, SHERYL	01/24/2010	PATIENT/GUARA	403.75	0.00	403.75
090012535	1	A	080023402	LIZOTTE, DENISE E	05/22/2009	PATIENT/GUARA	470.00	376.00	94.00
090020116	1	A	080023402	LIZOTTE, DENISE E	08/15/2009	PATIENT/GUARA	506.00	16.10	489.90
090021461	1	A	080023402	LIZOTTE, DENISE E	08/30/2009	PATIENT/GUARA	533.00	426.40	106.60

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090029541	1	A	090029541	LOBATOS, BARBARA	11/25/2009	PATIENT/GUARA	647.00	0.00	647.00
090019054	1	A	32058	LOCKWOOD, SANDRA M	08/03/2009	PATIENT/GUARA	488.00	363.00	125.00
090021423	1	A	090021423	LOCONTO, MICHAEL	08/30/2009	PATIENT/GUARA	698.00	0.00	698.00
090030773	1	A	30925	LONG, BETTY J	12/09/2009	PATIENT/GUARA	175.00	0.00	175.00
100012949	1	A	060027045	LONG, JOHN W	05/25/2010	PATIENT/GUARA	469.50	0.00	469.50
090032488	1	A	113788	LOPEZ, CELSO	12/29/2009	PATIENT/GUARA	596.25	0.00	596.25
090026691	1	A	090026691	LOPEZ, LUIS A	10/25/2009	PATIENT/GUARA	489.00	0.00	489.00
090031130	1	A	090031130	LORD, ELIZABETH	12/13/2009	PATIENT/GUARA	423.25	202.24	221.01
090028090	1	A	090028090	LORD, TAYLOR	11/10/2009	PATIENT/GUARA	394.00	355.02	38.98
100002402	1	A	100002402	LORENZO, JOSEPH	01/27/2010	PATIENT/GUARA	374.50	0.00	374.50
100002424	1	A	100002402	LORENZO, JOSEPH	01/27/2010	PATIENT/GUARA	374.50	0.00	374.50
090031219	1	A	51813	LORITZEN, COREY F	12/14/2009	PATIENT/GUARA	508.50	0.00	508.50
090025606	1	A	090025606	LOUCKS, PATRICIA	10/13/2009	PATIENT/GUARA	547.50	447.50	100.00
090030789	1	A	090025606	LOUCKS, PATRICIA	12/09/2009	PATIENT/GUARA	754.75	654.75	100.00
090016561	1	A	090016561	LOVINGOOD, CHARLES	07/07/2009	PATIENT/GUARA	434.00	334.00	100.00
090024966	1	A	090024966	LOWE, CHARLES M	10/06/2009	PATIENT/GUARA	384.25	0.00	384.25
090025956	1	A	090024966	LOWE, CHARLES M	10/17/2009	VA (VETERANS A	479.25	0.00	479.25
090026146	1	A	090024966	LOWE, CHARLES M	10/18/2009	VA (VETERANS A	479.25	0.00	479.25
090025356	1	A	90914	LOWE, DELANO	10/10/2009	PATIENT/GUARA	374.50	0.00	374.50
090029266	1	A	090029266	LOYNES, CLYDE C	11/23/2009	PATIENT/GUARA	608.00	0.00	608.00
090016074	1	A	090016074	LUACES-RIERA, ALEJAND	07/02/2009	PATIENT/GUARA	461.00	0.00	461.00
090022639	1	A	090022639	LUCAS, HEZEKIAH	09/11/2009	PATIENT/GUARA	472.00	0.00	472.00
090030581	1	A	090030581	LUMPKIN, JAMES	12/07/2009	PATIENT/GUARA	479.25	0.00	479.25
090017131	1	A	090017131	LUTHER, CLETAR R	07/13/2009	PATIENT/GUARA	506.00	356.00	150.00
090013272	1	A	63812	LYNUM, KEVIN	05/31/2009	PATIENT/GUARA	454.00	0.00	454.00
090001585	1	A	090001585	MAAS, LYNN J	01/19/2009	PATIENT/GUARA	497.00	408.22	88.78
090022450	1	A	090022450	MACHIN, BRENDA	09/09/2009	STAYWELL HEAL	334.00	0.00	334.00
100000212	1	A	100000212	MACK, ANDREW	01/03/2010	PATIENT/GUARA	374.50	0.00	374.50
090028832	1	A	60281	MACK, OSSIE	11/18/2009	PATIENT/GUARA	498.75	414.09	84.66
090031079	1	A	60281	MACK, OSSIE	12/12/2009	PATIENT/GUARA	508.50	422.47	86.03
100007296	1	A	94505	MACK, RICHARD	03/22/2010	PATIENT/GUARA	479.25	0.00	479.25
090024487	1	A	42921	MACK, THERESA	10/01/2009	PATIENT/GUARA	469.50	388.96	80.54
090028038	1	A	21203	MACK, WILLIAM H	11/09/2009	PATIENT/GUARA	713.25	598.36	114.89
070010650	1	A	73962	MACKENZIE, FRANK B	04/28/2007	PATIENT/GUARA	424.00	10.71	413.29
070029108	1	A	73962	MACKENZIE, FRANK B	11/26/2007	PATIENT/GUARA	442.00	0.00	442.00
090012078	1	A	73962	MACKENZIE, FRANK B	05/17/2009	PATIENT/GUARA	165.00	0.00	165.00
100004530	1	A	080000391	MACLEOD, JASON A	02/20/2010	PATIENT/GUARA	403.75	253.75	150.00
090023645	1	A	090023645	MAGYER, BHANJAN	09/22/2009	PATIENT/GUARA	460.00	0.00	460.00
080024570	1	A	080024570	MALDONADO, CARMEN N	10/02/2008	PATIENT/GUARA	506.00	0.00	506.00
090028798	1	A	090028798	MALKIN, MARK	11/18/2009	PATIENT/GUARA	547.50	0.00	547.50
100000776	1	A	100000776	MALONE, JUSTIN K	01/09/2010	PATIENT/GUARA	479.25	0.00	479.25
090029567	1	A	62463	MALOY, DIANE E	11/25/2009	PATIENT/GUARA	508.50	0.00	508.50
090025172	1	A	100001032	MANAMTAM, BOYETTA P	10/08/2009	PATIENT/GUARA	518.25	0.00	518.25
090021064	1	A	090021064	MANLEY, WILLARD M	08/26/2009	PATIENT/GUARA	388.00	0.00	388.00
090031427-2	1	A	090031427	MANN, JAMES R	12/17/2009	PATIENT/GUARA	785.00	0.00	785.00
070029051	1	A	070029051	MANNING, JOHN R	11/26/2007	PATIENT/GUARA	627.50	0.00	627.50
090029913	1	A	38907	MANNING, PEGGY	11/29/2009	PATIENT/GUARA	489.00	0.00	489.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090027756	1	A	090027756	MANNING, SHELBY	11/06/2009	PATIENT/GUARA	559.75	0.00	559.75
090017214	1	A	090002202	MANSINGH, SONNY	07/14/2009	PATIENT/GUARA	470.00	0.00	470.00
090021849	1	A	070007357	MANTHE, MICAH A	09/03/2009	PATIENT/GUARA	352.00	0.00	352.00
090031972	1	A	070007357	MANTHE, MICAH A	12/22/2009	PATIENT/GUARA	464.25	0.00	464.25
100003378	1	A	26822	MANUS, CHRISTOPHER	02/07/2010	PATIENT/GUARA	394.00	0.00	394.00
090010574	1	A	000021126	MARION, ANTONIO	04/30/2009	PATIENT/GUARA	461.00	0.00	461.00
100004367	1	A	000021126	MARION, ANTONIO	02/19/2010	PATIENT/GUARA	479.25	0.00	479.25
090021118	1	A	090021118	MARSHALL, DAYNA J	08/27/2009	PATIENT/GUARA	352.00	0.00	352.00
090026058	1	A	19058	MARSHALL, MARTHA J	10/17/2009	NHC HEALTH BE	569.00	0.00	569.00
090012427	1	A	090012427	MARTIN, DEXTER	05/21/2009	PATIENT/GUARA	587.00	65.00	522.00
100000962	1	A	100000962	MARTIN, KAYLA	01/12/2010	PATIENT/GUARA	508.50	0.00	508.50
100005002	1	A	070025222	MARTIN, LANCE E	02/26/2010	PATIENT/GUARA	479.25	0.00	479.25
090028833	1	A	113674	MARTIN, NINA	11/18/2009	PATIENT/GUARA	115.00	0.00	115.00
090031331	1	A	090001907	MARTIN, PHILLIP	12/15/2009	PATIENT/GUARA	489.00	0.00	489.00
090023679	1	A	090023679	MARTIN, RICKY	09/22/2009	PATIENT/GUARA	470.00	0.00	470.00
090020767	1	A	090019907	MARTIN, STEVE	08/23/2009	PATIENT/GUARA	623.00	0.00	623.00
100000698	1	A	100000698	MARTINEZ, DINA	01/09/2010	PATIENT/GUARA	469.50	0.00	469.50
100002750-2	1	A	113944	MARTINEZ, FLORES	01/31/2010	PATIENT/GUARA	552.00	0.00	552.00
090027906	1	A	090027906	MARTINEZ, FRANCES	11/07/2009	PATIENT/GUARA	449.50	0.00	449.50
100007576	1	A	100007576	MARTINEZ, JACQUELINE	03/25/2010	PATIENT/GUARA	511.00	0.00	511.00
100007536	1	A	28248	MARTINEZ, JOSE	03/25/2010	PATIENT/GUARA	479.25	0.00	479.25
090029926	1	A	103586	MASON, MARCEL R	11/29/2009	PATIENT/GUARA	175.00	0.00	175.00
090030125	1	A	090030125	MASON, TONY	12/02/2009	PATIENT/GUARA	364.75	0.00	364.75
090023406	1	A	080025277	MATHIS, GEORGE	09/19/2009	PATIENT/GUARA	443.00	0.00	443.00
090025663	1	A	77509	MATHIS, MILDRED	10/14/2009	BCBS OF FL POB	394.00	0.00	394.00
090027660	1	A	090027660	MATILSKY, DANA	11/05/2009	PATIENT/GUARA	469.50	402.69	66.81
090027046	1	A	090027046	MAURER, JASON L	10/29/2009	PATIENT/GUARA	459.75	0.00	459.75
080030527	1	A	080030527	MAXWELL, ERNAN	12/09/2008	PATIENT/GUARA	452.00	361.60	90.40
090026942	1	A	090026942	MAY, ERICA	10/27/2009	PATIENT/GUARA	530.50	0.00	530.50
090031447	1	A	18046	MAY, TINA L	12/17/2009	PATIENT/GUARA	479.25	0.00	479.25
090024868	1	A	090024868	MAYNARD, KEITH	10/05/2009	PATIENT/GUARA	479.25	0.00	479.25
100005040	1	A	100005040	MAZARA, PAULA	02/26/2010	PATIENT/GUARA	469.50	0.00	469.50
090020785	1	A	090020785	MCADAMS, SHAWN	08/23/2009	PATIENT/GUARA	479.00	0.00	479.00
090020976	1	A	090020785	MCADAMS, SHAWN	08/25/2009	PATIENT/GUARA	488.00	0.00	488.00
090023814	1	A	090023814	MCBRIDE, DAYLEN	09/23/2009	PATIENT/GUARA	379.00	0.00	379.00
090023814-2	1	A	24759	MCBRIDE, LANAY	09/23/2009	PATIENT/GUARA	454.00	0.00	454.00
090029878	1	A	090029878	MCCALL, MICHAEL	11/29/2009	PATIENT/GUARA	459.75	0.00	459.75
080029665	1	A	080029665	MCCLAIN, KARA M	11/29/2008	PATIENT/GUARA	443.00	60.00	383.00
090025664	1	A	090025664	MCCLAIN, SHERYL	10/14/2009	PATIENT/GUARA	483.75	0.00	483.75
090029092	1	A	110290	MCCLENDON, TANGULA	11/21/2009	PATIENT/GUARA	403.75	0.00	403.75
090020467	1	A	090020467	MCCLOSKEY, JAMES	08/19/2009	PATIENT/GUARA	452.00	0.00	452.00
080019072	1	A	080019072	MCCOLLOM, WILLIAM G	07/31/2008	PATIENT/GUARA	559.50	76.65	482.85
090014844	1	A	090014844	MCCONNELL, JOAN	06/18/2009	PATIENT/GUARA	479.00	383.20	95.80
090022321	1	A	090022321	MCCONNELL, MARK A	09/08/2009	PATIENT/GUARA	515.00	0.00	515.00
090030558	1	A	93052	MCCOY, JENNIFER	12/07/2009	PATIENT/GUARA	403.75	0.00	403.75
090029324-2	1	A	090029324	MCCRAY, BENNIE L	11/23/2009	PATIENT/GUARA	559.25	0.00	559.25
090018863	1	A	20751	MCCRAY, CHASITY D	08/01/2009	PATIENT/GUARA	472.00	0.00	472.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090010870	1	A	060016156	MCCRAY, DONELL	05/03/2009	PATIENT/GUARA	461.00	0.00	461.00
090022237	1	A	090021741	MCCULLOUGH, SHENEKA	09/07/2009	PATIENT/GUARA	518.00	0.00	518.00
090025938	1	A	090025938	MCCULLOUGH, TERRAINE	10/16/2009	PATIENT/GUARA	705.50	634.95	70.55
090019653	1	A	090019653	MCCUMBER, BRANDY	08/10/2009	PATIENT/GUARA	676.00	0.00	676.00
090020237	1	A	090020237	MCCUTCHEON, DANIEL J	08/17/2009	PATIENT/GUARA	562.00	0.00	562.00
090027386	1	A	72070	MCDAVID, KATHLEEN J	11/01/2009	PATIENT/GUARA	520.75	0.00	520.75
090025830	1	A	090025830	MCDONALD, RUTH E	10/15/2009	PATIENT/GUARA	459.75	0.00	459.75
090024472	1	A	090024472	MCDONALD, TIFFANY A	10/01/2009	PATIENT/GUARA	469.50	0.00	469.50
090031092	1	A	070022160	MCGARRY, TATIANA	12/13/2009	PATIENT/GUARA	489.00	0.00	489.00
090029218	1	A	090029218	MCGEE, MICHAEL	11/22/2009	PATIENT/GUARA	403.75	77.14	326.61
080026315	1	A	23084	MCGHIN, IRA W	10/21/2008	PATIENT/GUARA	524.00	0.00	524.00
090018467	1	A	23084	MCGHIN, IRA W	07/28/2009	PATIENT/GUARA	515.00	457.65	57.35
090020833	1	A	23084	MCGHIN, IRA W	08/24/2009	PATIENT/GUARA	515.00	0.00	515.00
090021017	1	A	23084	MCGHIN, IRA W	08/26/2009	PATIENT/GUARA	506.00	450.78	55.22
090028467	1	A	23084	MCGHIN, IRA W	11/14/2009	PATIENT/GUARA	489.00	416.43	72.57
090022589	1	A	090022589	MCGINNIS, JAMIE L	09/11/2009	PATIENT/GUARA	551.00	0.00	551.00
090023675	1	A	090023675	MCINTYRE, ALMA	09/22/2009	PATIENT/GUARA	641.00	0.00	641.00
090017585	1	A	090017585	MCKEEVER, CHERYL	07/18/2009	PATIENT/GUARA	524.00	464.52	59.48
090028383	1	A	090028383	MCKENNA, SEAN	11/13/2009	PATIENT/GUARA	374.50	0.00	374.50
090028559	1	A	090028383	MCKENNA, SEAN	11/15/2009	PATIENT/GUARA	384.25	0.00	384.25
090029214	1	A	090028383	MCKENNA, SEAN	11/22/2009	PATIENT/GUARA	498.75	0.00	498.75
090029646	1	A	090028383	MCKENNA, SEAN	11/26/2009	PATIENT/GUARA	489.00	0.00	489.00
090019520	1	A	090019520	MCLEES, JOE A	08/08/2009	PATIENT/GUARA	641.00	0.00	641.00
090025382	1	A	080025941	MCMANN, TANNER	10/10/2009	PATIENT/GUARA	578.75	0.00	578.75
090025341	1	A	090025341	MCMILLAN, THALEN	10/10/2009	PATIENT/GUARA	567.00	0.00	567.00
090022462	1	A	090022462	MCMILLIAN, TILAND	09/10/2009	PATIENT/GUARA	569.00	0.00	569.00
090020015	1	A	080015167	MCNISH, GRADY D	08/14/2009	PATIENT/GUARA	443.00	0.00	443.00
090030916	1	A	090030916	MCVEY, ERIC	12/10/2009	PATIENT/GUARA	576.75	0.00	576.75
090003703	1	A	090003703	MEANS, ABRAHAM	02/12/2009	PATIENT/GUARA	461.00	377.71	83.29
090032130	1	A	090032130	MEANS, ANTHONY	12/25/2009	PATIENT/GUARA	479.25	0.00	479.25
080026689	1	A	080026689	MEDIS, MICHAEL E	10/25/2008	PATIENT/GUARA	434.00	90.00	344.00
090026573	1	A	090026573	MEEKS, LINDEY	10/23/2009	PATIENT/GUARA	567.00	0.00	567.00
090001456	1	A	112283	MEFTAH, AARON	01/18/2009	PATIENT/GUARA	165.00	0.00	165.00
090031516	1	A	090031516	MEHL, THOMAS	12/17/2009	PATIENT/GUARA	725.00	0.00	725.00
090026688	1	A	090026688	MELCHER, ALLISON	10/25/2009	PATIENT/GUARA	384.25	0.00	384.25
090027247	1	A	94768	MELENDEZ, JAMES	10/31/2009	PATIENT/GUARA	764.00	0.00	764.00
090021647	1	A	090021647	MELENDEZ, SANTIAGO	09/01/2009	PATIENT/GUARA	479.00	0.00	479.00
090024061	1	A	090021647	MELENDEZ, SANTIAGO	09/26/2009	PATIENT/GUARA	352.00	0.00	352.00
090022562	1	A	090022562	MENNELL, PHIL	09/11/2009	PATIENT/GUARA	443.00	0.00	443.00
100000472	1	A	100000472	MERRITT, JANINE	01/06/2010	PATIENT/GUARA	542.25	0.00	542.25
100000486	1	A	100000486	MERRITT, SABRA	01/06/2010	PATIENT/GUARA	469.50	0.00	469.50
100001102-3	1	A	113870	MESTON, ALEK	01/13/2010	PATIENT/GUARA	744.50	0.00	744.50
090019039	1	A	090019039	MICHAEL, RICK	08/03/2009	PATIENT/GUARA	418.00	0.00	418.00
090008720	1	A	090008720	MICKLEY, JANET	04/09/2009	PATIENT/GUARA	461.00	0.00	461.00
080015817	1	A	080015817	MIDCAP, KATHRYN	06/24/2008	BCBS OF FL POB	493.00	0.00	493.00
090029912	1	A	113725	MIDDLETON, SHERONICA	11/29/2009	PATIENT/GUARA	115.00	0.00	115.00
090025016	1	A	090025016	MIKELL, SEBEKAH	10/07/2009	PATIENT/GUARA	364.75	267.53	97.22

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090023225	1	A	090023225	MILES, HARRIET	09/18/2009	PATIENT/GUARA	334.00	0.00	334.00
090019059	1	A	95996	MILES, SCOTT R	08/03/2009	PATIENT/GUARA	461.00	0.00	461.00
090011411	1	A	070025092	MILLER, CARIE LYNN	05/09/2009	PATIENT/GUARA	614.00	0.00	614.00
090030735	1	A	75067	MILLER, CLARA	12/08/2009	PATIENT/GUARA	645.00	0.00	645.00
090030096	1	A	76620	MILLER, DONNA	12/01/2009	PATIENT/GUARA	394.00	0.00	394.00
090003316	1	A	090003316	MILLER, FERTINA	02/08/2009	PATIENT/GUARA	518.00	0.00	518.00
090002059	1	A	1092	MILLER, GREGORY A	01/25/2009	PATIENT/GUARA	545.00	423.00	122.00
090032562	1	A	090032562	MILLER, PATRICIA	12/30/2009	PATIENT/GUARA	518.25	0.00	518.25
090027459	1	A	090027459	MILLER, ROSE	11/02/2009	PATIENT/GUARA	469.50	0.00	469.50
080029191	1	A	080029191	MILLER, SAMMIE S	11/24/2008	PATIENT/GUARA	596.00	0.00	596.00
090014251	1	A	090014251	MILLS, ALYSSA	06/11/2009	PATIENT/GUARA	434.00	390.60	43.40
090027703	1	A	79161	MIMBS, STEPHEN C	11/05/2009	PATIENT/GUARA	175.00	0.00	175.00
090020793	1	A	090020793	MINCE, CHRISTOPHER	08/23/2009	PATIENT/GUARA	515.00	0.00	515.00
100000628	1	A	100000628	MINETT, JODY	01/08/2010	PATIENT/GUARA	645.00	0.00	645.00
090019252	1	A	59887	MINNEY, STEPHEN	08/05/2009	PATIENT/GUARA	452.00	0.00	452.00
090020098	1	A	59887	MINNEY, STEPHEN	08/15/2009	PATIENT/GUARA	452.00	0.00	452.00
090030274	1	A	59887	MINNEY, STEPHEN	12/03/2009	PATIENT/GUARA	549.50	0.00	549.50
090030288	1	A	59887	MINNEY, STEPHEN	12/03/2009	PATIENT/GUARA	364.75	0.00	364.75
090030369	1	A	59887	MINNEY, STEPHEN	12/04/2009	PATIENT/GUARA	559.25	0.00	559.25
090031255	1	A	32099	MINTER, LEON J	12/15/2009	PATIENT/GUARA	664.50	432.07	232.43
090025336	1	A	090025336	MINTZ, CARL	10/10/2009	PATIENT/GUARA	744.50	0.00	744.50
090026730	1	A	090026730	MIRIK, DARNELL	10/25/2009	PATIENT/GUARA	479.25	0.00	479.25
090027507	1	A	060025375	MISSEY, STEVEN A	11/03/2009	PATIENT/GUARA	508.50	0.00	508.50
090031533	1	A	080020380	MITCHELL, CHRISTOPHER	12/18/2009	PATIENT/GUARA	498.75	0.00	498.75
100000233	1	A	060029145	MITCHELL, CODY	01/04/2010	PATIENT/GUARA	508.50	408.50	100.00
100005256	1	A	21153	MITCHELL, CORRENDA	03/01/2010	PATIENT/GUARA	479.25	0.00	479.25
090006449-6	1	A	112369	MITCHELL, DANIEL R	03/16/2009	PATIENT/GUARA	445.00	366.00	79.00
080023430	1	A	080023430	MITCHELL, FRANK A	09/18/2008	PATIENT/GUARA	401.50	0.00	401.50
080030253	1	A	080023430	MITCHELL, FRANK A	12/06/2008	PATIENT/GUARA	361.00	0.00	361.00
100001460	1	A	100001460	MITCHELL, HEATHER	01/17/2010	AV-MED INS POB	479.25	0.00	479.25
090028460	1	A	080023657	MITCHELL, HENRY	11/14/2009	PATIENT/GUARA	489.00	0.00	489.00
080020436	1	A	080020436	MITCHELL, KENDRA	08/16/2008	PATIENT/GUARA	450.50	0.00	450.50
090021443	1	A	090021443	MITCHEM, JOHN B	08/30/2009	BCBS OF FL POB	596.00	0.00	596.00
090024509	1	A	090021443	MITCHEM, JOHN B	10/01/2009	BCBS OF FL POB	528.00	0.00	528.00
100002342	1	A	68067	MITTON, MICHAEL	01/26/2010	PATIENT/GUARA	423.25	0.00	423.25
090025393	1	A	49512	MITZEL, ROGER L	10/11/2009	PATIENT/GUARA	715.25	0.00	715.25
090022245	1	A	090022245	MIXON, CURTIS	09/07/2009	PATIENT/GUARA	545.00	436.00	109.00
100000671	1	A	100000671	MIZE, HEIDI	01/08/2010	PATIENT/GUARA	384.25	0.00	384.25
100000935	1	A	7933	MIZELL, BRENDA C	01/11/2010	PATIENT/GUARA	547.50	486.00	61.50
090021795	1	A	070021782	MOAKE, DARRYL	09/03/2009	PATIENT/GUARA	551.00	0.00	551.00
100002796	1	A	100002796	MOEMEN- SAFFAIE, FERE	02/01/2010	PATIENT/GUARA	498.75	0.00	498.75
100000805	1	A	100000805	MOHAMMED, KHALED	01/10/2010	PATIENT/GUARA	489.00	0.00	489.00
090027945	1	A	34501	MONROE, DERRICK C	11/08/2009	PATIENT/GUARA	175.00	0.00	175.00
090030954	1	A	34501	MONROE, DERRICK C	12/11/2009	PATIENT/GUARA	175.00	0.00	175.00
090024944	1	A	97480	MONTGOMERY, TAWA	10/06/2009	PATIENT/GUARA	374.50	0.00	374.50
090028896	1	A	090028896	MONTIEL, NITA M	11/19/2009	PATIENT/GUARA	364.75	291.80	72.95
100000105	1	A	100000105	MOODY, TIFFANY	01/02/2010	PATIENT/GUARA	459.75	0.00	459.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090027589	1	A	15174	MOONEY, ROBERT	11/04/2009	PATIENT/GUARA	489.00	0.00	489.00
090030950	1	A	090030950	MOORE, ARTRA	12/11/2009	PATIENT/GUARA	459.75	0.00	459.75
090020308	1	A	20982	MOORE, CASEY A	08/18/2009	PATIENT/GUARA	479.00	0.00	479.00
100003001	1	A	100003001	MOORE, SHAUNA E	02/03/2010	PATIENT/GUARA	569.00	0.00	569.00
090026414	1	A	97495	MORALES, MARK	10/21/2009	PATIENT/GUARA	498.75	0.00	498.75
090021900	1	A	69517	MORAN, TERRI A	09/04/2009	PATIENT/GUARA	569.00	469.23	99.77
090031728	1	A	090031728	MORGAN, BRITTANY M	12/20/2009	PATIENT/GUARA	624.50	509.16	115.34
090032152	1	A	090032152	MORGAN, MARTY	12/25/2009	PATIENT/GUARA	617.75	0.00	617.75
090020561	1	A	090020561	MORGAN, NEHEMIAH	08/20/2009	PATIENT/GUARA	454.00	0.00	454.00
090021494	1	A	090021494	MORRIS, LOCHWAN	08/31/2009	PATIENT/GUARA	443.00	0.00	443.00
100007214	1	A	2018	MORRISON, LORETTA	03/21/2010	PATIENT/GUARA	508.50	0.00	508.50
090021787	1	A	090021787	MORRISSETTE, KENNETH	09/03/2009	PATIENT/GUARA	434.00	0.00	434.00
090031017	1	A	89971	MOSELY, ESTELLE	12/12/2009	PATIENT/GUARA	413.50	263.50	150.00
090031141	1	A	89971	MOSELY, ESTELLE	12/13/2009	PATIENT/GUARA	469.50	319.50	150.00
100000845	1	A	89971	MOSELY, ESTELLE	01/10/2010	PATIENT/GUARA	498.75	348.75	150.00
090022495	1	A	30720	MOSLEY, BARBARA D	09/10/2009	PATIENT/GUARA	461.00	0.00	461.00
090024675	1	A	30720	MOSLEY, BARBARA D	10/03/2009	PATIENT/GUARA	479.25	0.00	479.25
090027036	1	A	090027036	MOSLEY, GERALD	10/29/2009	PATIENT/GUARA	403.75	0.00	403.75
090031090	1	A	090031090	MOSS, PATRICE	12/13/2009	PATIENT/GUARA	469.50	375.60	93.90
100001422-3	1	A	100001422	MOYER, ANGELA S	01/16/2010	PATIENT/GUARA	676.25	0.00	676.25
100000677	1	A	64785	MOZER, JAMES A	01/08/2010	PATIENT/GUARA	374.50	307.58	66.92
100000744	1	A	64785	MOZER, JAMES A	01/09/2010	PATIENT/GUARA	469.50	390.53	78.97
00001268	1	A	64785	MOZER, JAMES A	01/15/2010	PATIENT/GUARA	459.75	382.13	77.62
00001707	1	A	64785	MOZER, JAMES A	01/19/2010	PATIENT/GUARA	498.75	415.74	83.01
100002167	1	A	64785	MOZER, JAMES A	01/24/2010	PATIENT/GUARA	374.50	307.58	66.92
100011360	1	A	64785	MOZER, JAMES A	05/07/2010	TENNCARE/POB	384.25	315.99	68.26
090028889	1	A	090020625	MUJICA ORTIZ, ISRAEL	11/19/2009	PATIENT/GUARA	423.25	348.12	75.13
100006463	1	A	100006463	MUMTUZ, ANDY	03/13/2010	PATIENT/GUARA	469.50	0.00	469.50
090026866	1	A	594	MUNAR, GREGG	10/27/2009	BCBS OF FL POB	489.00	0.00	489.00
080013481	1	A	060027950	MURPHY, KELLY A	05/29/2008	PATIENT/GUARA	518.50	50.00	468.50
080025112	1	A	060027950	MURPHY, KELLY A	10/08/2008	PATIENT/GUARA	433.00	108.00	325.00
080025154	1	A	060027950	MURPHY, KELLY A	10/08/2008	PATIENT/GUARA	533.00	50.00	483.00
090013764	1	A	060027950	MURPHY, KELLY A	06/06/2009	PATIENT/GUARA	533.00	100.00	433.00
090022380	1	A	060027950	MURPHY, KELLY A	09/09/2009	PATIENT/GUARA	533.00	100.00	433.00
090032005	1	A	090032005	MURRAY, BECKY	12/23/2009	PATIENT/GUARA	479.25	0.00	479.25
090019720	1	A	105315	MURRAY, KENNETH	08/11/2009	PATIENT/GUARA	596.00	0.00	596.00
090030314	1	A	090030314	MURUNGI, JUDAH	12/04/2009	PATIENT/GUARA	508.50	0.00	508.50
090032313	1	A	113867	MUSLEM, SAMAINA	12/27/2009	PATIENT/GUARA	175.00	0.00	175.00
090032588	1	A	090032588	MYERS, MELODY R	12/30/2009	PATIENT/GUARA	664.50	400.00	264.50
090020908	1	A	090020908	MYLES, TONY	08/25/2009	PATIENT/GUARA	427.00	0.00	427.00
080031109	1	A	080031109	MYRICK, LEAH	12/15/2008	PATIENT/GUARA	568.00	454.40	113.60
090001930	1	A	080031109	MYRICK, LEAH	01/23/2009	PATIENT/GUARA	470.00	376.00	94.00
090014850	1	A	090014850	NANEZ, JEAN	06/18/2009	PATIENT/GUARA	497.00	397.60	99.40
090001471	1	A	090001471	NANTZ, JOLIE	01/18/2009	PATIENT/GUARA	443.00	310.00	133.00
090003948	1	A	070006508	NASH, MARY L	02/15/2009	PATIENT/GUARA	506.00	0.00	506.00
090021288	1	A	14581	NATTIEL, JOI D	08/28/2009	PATIENT/GUARA	551.00	485.13	65.87
090004853	1	A	090004853	NEIHART, DAVID W	02/25/2009	PATIENT/GUARA	452.00	0.00	452.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090026410	1	A	090004853	NEIHART, DAVID W	10/21/2009	PATIENT/GUARA	576.75	0.00	576.75
100002899	1	A	1440	NELSON, JOYCE E	02/02/2010	PATIENT/GUARA	479.25	0.00	479.25
090027149	1	A	090027149	NELSON, MARY L	10/30/2009	PATIENT/GUARA	576.75	0.00	576.75
090031298	1	A	090031298	NELSON, MELISSA	12/15/2009	PATIENT/GUARA	530.50	0.00	530.50
090026850	1	A	090026850	NELSON, ROBBIE D	10/26/2009	PATIENT/GUARA	498.75	0.00	498.75
090025559	1	A	070029979	NELSON, STEVEN C	10/12/2009	PATIENT/GUARA	403.75	0.00	403.75
090022690	1	A	090022690	NELSON, WILLIAM S	09/12/2009	PATIENT/GUARA	662.00	0.00	662.00
100003328	1	A	060012702	NETTLES, ELIZABETH	02/07/2010	BCBS OF FL POB	518.25	0.00	518.25
090028556	1	A	090028556	NETTLES, LETISHA	11/15/2009	PATIENT/GUARA	459.75	0.00	459.75
090023027	1	A	080018773	NEVES, JOSEPH L	09/16/2009	PATIENT/GUARA	452.00	0.00	452.00
090024881	1	A	080018773	NEVES, JOSEPH L	10/06/2009	PATIENT/GUARA	469.50	0.00	469.50
090016610	1	A	3184	NEW, PAMELA B	07/07/2009	PATIENT/GUARA	165.00	0.00	165.00
090016880	1	A	3184	NEW, PAMELA B	07/10/2009	PATIENT/GUARA	605.00	0.00	605.00
090028053	1	A	3184	NEW, PAMELA B	11/09/2009	PATIENT/GUARA	175.00	0.00	175.00
090029737	1	A	3184	NEW, PAMELA B	11/28/2009	PATIENT/GUARA	175.00	0.00	175.00
090030289	1	A	3184	NEW, PAMELA B	12/03/2009	PATIENT/GUARA	175.00	0.00	175.00
100000482	1	A	3184	NEW, PAMELA B	01/06/2010	PATIENT/GUARA	469.50	0.00	469.50
100009470	1	A	3184	NEW, PAMELA B	04/15/2010	PATIENT/GUARA	175.00	0.00	175.00
100009477	1	A	3184	NEW, PAMELA B	04/15/2010	PATIENT/GUARA	713.25	0.00	713.25
090029653	1	A	090029441	NEWMAN, FLOYD	11/26/2009	PATIENT/GUARA	479.25	383.40	95.85
100000498	1	A	100000498	NEWTON, TRACY	01/06/2010	PATIENT/GUARA	374.50	0.00	374.50
100000627	1	A	100000627	NICHOLS, JEANNIE	01/08/2010	PATIENT/GUARA	489.00	0.00	489.00
090024620	1	A	20572	NICHOLS, JESSICA	10/02/2009	PATIENT/GUARA	768.75	0.00	768.75
090026832	1	A	20572	NICHOLS, JESSICA	10/26/2009	PATIENT/GUARA	693.75	0.00	693.75
090025445	1	A	090025445	NICHOLS, TERRIE	10/11/2009	PATIENT/GUARA	489.00	0.00	489.00
090020859	1	A	090020859	NICHOLS, VALERIE L	08/24/2009	PATIENT/GUARA	596.00	0.00	596.00
090029823	1	A	070028941	NIDAY, DANIEL	11/28/2009	PATIENT/GUARA	549.50	0.00	549.50
090024785	1	A	090024785	NISWANDER, MARY	10/04/2009	PATIENT/GUARA	606.00	506.23	99.77
090020225	1	A	090020225	NOBLE, PHILLIP	08/17/2009	PATIENT/GUARA	578.00	476.85	101.15
090023199	1	A	55957	NOBLES, JOHN J	09/17/2009	PATIENT/GUARA	352.00	0.00	352.00
090026515	1	A	55957	NOBLES, JOHN J	10/22/2009	PATIENT/GUARA	384.25	0.00	384.25
100000051	1	A	55957	NOBLES, JOHN J	01/01/2010	PATIENT/GUARA	508.50	0.00	508.50
090029129	1	A	99222	NORMAN, SHERRI E	11/21/2009	PATIENT/GUARA	518.25	430.84	87.41
100001661	1	A	56969	NUTT, LARRY	01/19/2010	PATIENT/GUARA	586.50	0.00	586.50
090004736	1	A	090004736	NUTT, TERRY	02/24/2009	PATIENT/GUARA	434.00	0.00	434.00
090031852	1	A	090031852	OAKLEY, CHARLES	12/21/2009	PATIENT/GUARA	703.50	569.84	133.66
100002906	1	A	090031852	OAKLEY, CHARLES	02/02/2010	PATIENT/GUARA	635.25	514.55	120.70
090029306	1	A	41826	OCONNELL, CAROL E	11/23/2009	PATIENT/GUARA	489.00	405.71	83.29
090029553	1	A	090029553	ODOM, TONYA	11/25/2009	PATIENT/GUARA	403.75	253.33	150.42
090030363	1	A	090030363	OGDEN, JIM	12/04/2009	PATIENT/GUARA	581.25	0.00	581.25
090030304-2	1	A	090030304	OGLESBY, CHRISTOPHER	12/04/2009	PATIENT/GUARA	559.25	0.00	559.25
090019331	1	A	090019331	OLMOS, PETER	08/06/2009	PATIENT/GUARA	427.00	0.00	427.00
090024619	1	A	090024619	OLSON, KIMBERLY D	10/02/2009	PATIENT/GUARA	489.00	440.10	48.90
090022492	1	A	75927	ONEAIL, REGINA	09/10/2009	PATIENT/GUARA	587.00	0.00	587.00
090032217	1	A	090032217	ONEAL, EMMANUEL M	12/26/2009	PATIENT/GUARA	413.50	0.00	413.50
090027750	1	A	080030217	ONEAL, TROY M	11/06/2009	PATIENT/GUARA	518.25	498.25	20.00
090026520	1	A	090026520	ONOFREO, JOHN	10/23/2009	PATIENT/GUARA	394.00	0.00	394.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090027454	1	A	090026520	ONOFREO, JOHN	11/02/2009	PATIENT/GUARA	479.25	327.65	151.60
090004864	1	A	090004864	ONTIVEROS, DANIEL M	02/26/2009	BCBS OF FL/ITS	554.00	0.00	554.00
100001001	1	A	65602	OOMS, MARTHA E	01/12/2010	PATIENT/GUARA	462.25	383.20	79.05
090016069	1	A	090016069	ORD, ELOISE L	07/02/2009	PATIENT/GUARA	479.00	0.00	479.00
090020377	1	A	090020377	OTERO, VICTOR A	08/18/2009	PATIENT/GUARA	536.00	0.00	536.00
090017373	1	A	090017373	OVERBY, ANNE	07/15/2009	PATIENT/GUARA	560.00	0.00	560.00
090019117	1	A	090017373	OVERBY, ANNE	08/04/2009	PATIENT/GUARA	452.00	0.00	452.00
090021911	1	A	090021911	OWENS-SMITH, LAKESHA	09/04/2009	PATIENT/GUARA	343.00	0.00	343.00
090022973	1	A	090022973	PACE, DONOVAN	09/15/2009	PATIENT/GUARA	452.00	0.00	452.00
090019614	1	A	34514	PACHECO, PAUL A	08/09/2009	PATIENT/GUARA	524.00	0.00	524.00
090021290	1	A	090021290	PADGETT, DEWAYNE D	08/28/2009	PATIENT/GUARA	596.00	0.00	596.00
090027390	1	A	090027390	PAINTER, JORDAN	11/02/2009	PATIENT/GUARA	374.50	0.00	374.50
090020526	1	A	090020526	PAJITNOVA, VICTORIA	08/20/2009	PATIENT/GUARA	488.00	0.00	488.00
090003361	1	A	090003361	PALHETE, RONALD	02/09/2009	PATIENT/GUARA	518.00	40.00	478.00
090031947	1	A	090031947	PANTALL, TROY	12/22/2009	PATIENT/GUARA	783.50	0.00	783.50
090026133	1	A	080004559	PAQUIN, TANYA M	10/18/2009	PATIENT/GUARA	403.75	0.00	403.75
100001570	1	A	113972	PARDEE, RAYMOND	01/18/2010	PATIENT/GUARA	175.00	0.00	175.00
100006926	1	A	113972	PARDEE, RAYMOND	03/18/2010	PATIENT/GUARA	528.00	0.00	528.00
090016653	1	A	96280	PARKER, EARNEST	07/08/2009	PATIENT/GUARA	568.00	455.25	112.75
090032345	1	A	74194	PARKER, GAYLE A	12/28/2009	PATIENT/GUARA	469.50	0.00	469.50
090023373	1	A	090023373	PARKER, JOHN	09/19/2009	PATIENT/GUARA	509.00	0.00	509.00
100003883	1	A	090020158	PARKER, KRISTEN L	02/14/2010	HEALTH OPTION	394.00	0.00	394.00
090031936	1	A	090031936	PARKER, MIRIAM	12/22/2009	PATIENT/GUARA	498.75	0.00	498.75
100000791	1	A	100000791	PARKER, WAYNE	01/10/2010	PATIENT/GUARA	654.75	0.00	654.75
090008434	1	A	090008434	PARRISH, CECIL	04/06/2009	PATIENT/GUARA	470.00	385.34	84.66
090019688	1	A	080014422	PARRISH, DAVID	08/10/2009	PATIENT/GUARA	443.00	20.00	423.00
090013105	1	A	090013105	PATEL, DINESHKUMAR	05/29/2009	PATIENT/GUARA	734.00	30.00	704.00
100000564	1	A	100000564	PATRICK, TEKAYA	01/07/2010	PATIENT/GUARA	364.75	0.00	364.75
100007185	1	A	73192	PATRICK, WALTER E	03/21/2010	PATIENT/GUARA	175.00	0.00	175.00
090013513-2	1	A	090013513	PATTERSON, AMBER L	06/03/2009	PATIENT/GUARA	629.00	0.00	629.00
090022231	1	A	090022231	PATTERSON, TERRELL R	09/07/2009	PATIENT/GUARA	443.00	0.00	443.00
090021463	1	A	080030749	PATTIO, KOINESHIA	08/30/2009	PATIENT/GUARA	452.00	0.00	452.00
090028745	1	A	090028745	PATTON, PATRICK A	11/17/2009	PATIENT/GUARA	615.75	505.74	110.01
090028679	1	A	090028679	PAUL, RUSSELL N	11/16/2009	PATIENT/GUARA	591.00	0.00	591.00
100004724	1	A	100004724	PAUL, TEDDY	02/23/2010	PATIENT/GUARA	656.75	0.00	656.75
090010856	1	A	73899	PAULIN, SHEILA L	05/03/2009	PATIENT/GUARA	524.00	0.00	524.00
090011735	1	A	73899	PAULIN, SHEILA L	05/13/2009	PATIENT/GUARA	515.00	0.00	515.00
090012518	1	A	73899	PAULIN, SHEILA L	05/22/2009	PATIENT/GUARA	515.00	0.00	515.00
090021924	1	A	090021924	PAULK, DAVID	09/04/2009	PATIENT/GUARA	527.00	0.00	527.00
090026757	1	A	34442	PELHAM, BARBARA	10/25/2009	PATIENT/GUARA	537.75	0.00	537.75
090008129-2	1	A	090008129	PELLOSIE, ROBERT	04/03/2009	BCBS OF FL POB	707.00	0.00	707.00
090013927	1	A	090013927	PENARF, JULIO	06/08/2009	PATIENT/GUARA	434.00	0.00	434.00
090022222	1	A	090022222	PENDLETOM, KENNETH	09/07/2009	PATIENT/GUARA	542.00	0.00	542.00
090025005	1	A	25216	PENN, ANDREA R	10/07/2009	PATIENT/GUARA	503.25	0.00	503.25
100000395	1	A	100000284	PEREZ FLORES, JOSE	01/05/2010	PATIENT/GUARA	479.25	0.00	479.25
090025245	1	A	090025245	PEREZ, ENRIQUETA	10/09/2009	PATIENT/GUARA	459.75	0.00	459.75
090029820	1	A	090029820	PEREZ, JOSE	11/28/2009	PATIENT/GUARA	364.75	0.00	364.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090020952	1	A	090020952	PEREZ, MARIO	08/25/2009	PATIENT/GUARA	551.00	0.00	551.00
090020943	1	A	090013876	PEREZ-VELASQUEZ, ROS	08/25/2009	PATIENT/GUARA	605.00	0.00	605.00
090023673	1	A	96936	PERLMAN, ALISHA C	09/22/2009	PATIENT/GUARA	533.00	0.00	533.00
090031346	1	A	28085	PERRY, ANGELA J	12/16/2009	PATIENT/GUARA	433.00	0.00	433.00
100000393	1	A	100000393	PERRY, BEVERLY	01/05/2010	PATIENT/GUARA	625.50	0.00	625.50
080016197	1	A	40144	PERRY, BRUNES	06/29/2008	PATIENT/GUARA	518.50	0.00	518.50
090022226	1	A	65240	PERRY, ERNEST	09/07/2009	PATIENT/GUARA	463.00	0.00	463.00
090021131	1	A	090021131	PERRY, MARTHA	08/27/2009	PATIENT/GUARA	497.00	0.00	497.00
090032026	1	A	90162	PERRY, RAMARA R	12/23/2009	PATIENT/GUARA	175.00	0.00	175.00
090030165	1	A	090030165	PERRY, SELMA	12/02/2009	PATIENT/GUARA	374.50	224.50	150.00
080022989	1	A	080022989	PETERS, COLLEEN M	09/13/2008	PATIENT/GUARA	333.50	0.00	333.50
080012743	1	A	6320	PETERSON, EDNA B	05/21/2008	PATIENT/GUARA	486.50	401.02	85.48
090026810	1	A	060028220	PETERSON, THOMAS	10/26/2009	PATIENT/GUARA	384.25	314.62	69.63
090031505	1	A	090031505	PETION, COLIN	12/17/2009	PATIENT/GUARA	498.75	0.00	498.75
090020157	1	A	090020157	PETTUS, ALGERONE	08/16/2009	PATIENT/GUARA	551.00	0.00	551.00
090019890	1	A	9818	PETTWAY, RODNEY	08/13/2009	PATIENT/GUARA	352.00	0.00	352.00
090025994	1	A	9818	PETTWAY, RODNEY	10/17/2009	PATIENT/GUARA	489.00	0.00	489.00
090030080	1	A	9818	PETTWAY, RODNEY	12/01/2009	PATIENT/GUARA	394.00	0.00	394.00
100000196	1	A	9818	PETTWAY, RODNEY	01/03/2010	PATIENT/GUARA	530.50	0.00	530.50
090019850	1	A	090019850	PETTY, WESLEY	08/12/2009	PATIENT/GUARA	689.00	0.00	689.00
090022356	1	A	090022356	PHIFER, HEATHER	09/09/2009	PATIENT/GUARA	334.00	0.00	334.00
090006367	1	A	090006367	PHILBROOK, KEVIN B	03/15/2009	PATIENT/GUARA	443.00	143.00	300.00
100003635	1	A	100003635	PHILLIPS, CHARLES	02/11/2010	PATIENT/GUARA	403.75	0.00	403.75
090025424	1	A	81660	PHILLIPS, CHRISTINA	10/11/2009	PATIENT/GUARA	384.25	0.00	384.25
090029367	1	A	81660	PHILLIPS, CHRISTINA	11/24/2009	PATIENT/GUARA	469.50	0.00	469.50
100002300	1	A	090022542	PHILLIPS, DANNY	01/26/2010	PATIENT/GUARA	374.50	0.00	374.50
090015317	1	A	090015317	PHILLIPS, DANNY J	06/23/2009	PATIENT/GUARA	452.00	0.00	452.00
090023039	1	A	090023039	PHILMAN, JARED	09/16/2009	PATIENT/GUARA	415.00	0.00	415.00
090026871	1	A	090026871	PHILMAN, RANDY A	10/27/2009	PATIENT/GUARA	498.75	0.00	498.75
090025278	1	A	090025278	PHOENIX, MICAH C	10/09/2009	PATIENT/GUARA	469.50	0.00	469.50
100000635	1	A	100000635	PIAZZA, JUSTIN W	01/08/2010	PATIENT/GUARA	423.25	0.00	423.25
090031524	1	A	090031524	PICARIELLO, MICHAEL	12/18/2009	PATIENT/GUARA	364.75	0.00	364.75
090031526	1	A	090031524	PICARIELLO, MICHAEL	12/18/2009	PATIENT/GUARA	498.75	0.00	498.75
090012468	1	A	080007066	PICKETT, JOHN	05/21/2009	PATIENT/GUARA	461.00	0.00	461.00
100002035	1	A	112840	PICKRON-JOHNSON, CAH	01/23/2010	PATIENT/GUARA	175.00	0.00	175.00
090020686	1	A	090020686	PIEL, JEAN A	08/22/2009	PATIENT/GUARA	551.00	0.00	551.00
090020972	1	A	14030	PIERRE, LUKE J	08/25/2009	PATIENT/GUARA	488.00	0.00	488.00
090016167	1	A	080029751	PIGNONE, ANTHONY P	07/03/2009	PATIENT/GUARA	434.00	343.00	91.00
090016221	1	A	080029751	PIGNONE, ANTHONY P	07/03/2009	PATIENT/GUARA	334.00	325.00	9.00
090029327	1	A	080022122	PIGOTT, RONNIE M	11/23/2009	PATIENT/GUARA	518.25	75.00	443.25
100001102-4	1	A	113871	PINCKARD, JAMES C	01/13/2010	PATIENT/GUARA	744.50	0.00	744.50
090025292	1	A	91681	PLATT, KELVIN	10/09/2009	PATIENT/GUARA	479.25	0.00	479.25
100000237	1	A	070021401	PLUMMER, CALLIE	01/04/2010	PATIENT/GUARA	498.75	399.00	99.75
090031128	1	A	090031128	POARCH, ZACHARY	12/13/2009	PATIENT/GUARA	384.25	0.00	384.25
090030994	1	A	090030994	POLK, JOHN	12/11/2009	PATIENT/GUARA	469.50	0.00	469.50
100000463	1	A	91377	POLUAN, BRYAN	01/06/2010	PATIENT/GUARA	384.25	0.00	384.25
080029088	1	A	080029088	PONT, TRACY L	11/22/2008	PATIENT/GUARA	554.00	0.00	554.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

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100000063	1	A	100000063	POPEJOY, MATTHEW	01/01/2010	PATIENT/GUARA	645.00	0.00	645.00
090014792	1	A	090014792	POPHAM, DAVID C	06/17/2009	PATIENT/GUARA	415.00	0.00	415.00
090023519	1	A	090015206	POPPELL, MARY E	09/20/2009	PATIENT/GUARA	650.00	0.00	650.00
090023318	1	A	090023318	PORTER, ALEXIA	09/19/2009	PATIENT/GUARA	499.00	0.00	499.00
090026825	1	A	090026825	PORTER, ALYSSA	10/26/2009	PATIENT/GUARA	459.75	0.00	459.75
090022369	1	A	090022369	PORTER, ROGER	09/09/2009	PATIENT/GUARA	515.00	0.00	515.00
100002848	1	A	6393	PORTER, TONNETTA L	02/01/2010	PATIENT/GUARA	645.00	0.00	645.00
090032649	1	A	57213	POWELL, EDDIE G	12/31/2009	PATIENT/GUARA	479.25	0.00	479.25
090030429	1	A	090030429	POWELL, JAMES	12/05/2009	PATIENT/GUARA	901.00	0.00	901.00
090018918	1	A	26058	POWELL, LAURA	08/02/2009	PATIENT/GUARA	479.00	379.00	100.00
090030733	1	A	113770	POWERS, RYLEE	12/08/2009	PATIENT/GUARA	567.00	0.00	567.00
090023500	1	A	090023500	PREMDAS, RYAN	09/20/2009	PATIENT/GUARA	443.00	0.00	443.00
090029772	1	A	090029772	PRESCOTT, HENRY	11/28/2009	PATIENT/GUARA	537.75	0.00	537.75
090024571	1	A	090023303	PRICE, KALEY M	10/02/2009	PATIENT/GUARA	469.50	0.00	469.50
090032325	1	A	113868	PRICE, LEO	12/27/2009	PATIENT/GUARA	115.00	0.00	115.00
100004897	1	A	060005569	PRICE, MARTHA	02/25/2010	BCBS OF FL POB	498.75	0.00	498.75
090023109	1	A	11121	PRICE, TAMARA C	09/17/2009	PATIENT/GUARA	452.00	0.00	452.00
090025489	1	A	090025489	PRIDGEN, JODY	10/12/2009	PATIENT/GUARA	530.50	0.00	530.50
100001228	1	A	100001228	PRIESTER, RUTHIE	01/14/2010	PATIENT/GUARA	459.75	382.13	77.62
090025376	1	A	090025376	PRINCE-BROWN, ERIKA	10/10/2009	PATIENT/GUARA	384.25	0.00	384.25
090029130	1	A	090025376	PRINCE-BROWN, ERIKA	11/21/2009	PATIENT/GUARA	498.75	0.00	498.75
090027200-2	1	A	113486	PRITT, DAVID	10/30/2009	VISTA HEALTH P	479.25	0.00	479.25
[illegible]0021515	1	A	090021515	PRZYSTAS, CHRISTINE	08/31/2009	PATIENT/GUARA	434.00	0.00	434.00
[illegible]00000124	1	A	82605	PUGH, GREGORY V	01/02/2010	PATIENT/GUARA	384.25	0.00	384.25
090028975	1	A	090028975	PULLOCK, JOSHUA D	11/20/2009	PATIENT/GUARA	549.50	0.00	549.50
100002940	1	A	12184	PUTNAM, DAWN	02/02/2010	PATIENT/GUARA	384.25	0.00	384.25
090032656	1	A	59882	PYE, WILLIAM H	12/31/2009	PATIENT/GUARA	547.50	455.97	91.53
090019087	1	A	090019087	RACKLEY, JERRY	08/04/2009	PATIENT/GUARA	605.00	526.35	78.65
090031788	1	A	090019087	RACKLEY, JERRY	12/20/2009	PATIENT/GUARA	489.00	416.43	72.57
090026775	1	A	090026775	RAHALL, KRISTEN	10/26/2009	PATIENT/GUARA	576.75	0.00	576.75
090020590	1	A	090020590	RAMDHARI, ANGELICA	08/21/2009	PATIENT/GUARA	427.00	341.60	85.40
090021419	1	A	090017384	RAMIREZ, CHRISTOPHER	08/30/2009	PATIENT/GUARA	361.00	0.00	361.00
090032222	1	A	090032222	RAMOS, JOSE	12/26/2009	PATIENT/GUARA	498.75	0.00	498.75
090031723	1	A	090031723	RAMOS, YURI M	12/20/2009	PATIENT/GUARA	498.75	0.00	498.75
080022121	1	A	080022121	RAN, RONG	09/05/2008	PATIENT/GUARA	442.00	10.33	431.67
090028970	1	A	3847	RANDALL, GWENDOLYN J	11/20/2009	PATIENT/GUARA	175.00	0.00	175.00
090027652	1	A	090027652	RANDOLPH, RAYMONDYH	11/05/2009	PATIENT/GUARA	489.00	333.15	155.85
090027187	1	A	100901	RATLIFF, LESTER	10/30/2009	PATIENT/GUARA	596.25	40.00	556.25
090031093	1	A	090031093	RAWLINGS, FRANCIS	12/13/2009	PATIENT/GUARA	615.75	0.00	615.75
090024196	1	A	95784	RAYE, HAROLD O	09/28/2009	PATIENT/GUARA	533.00	0.00	533.00
100001937-4	1	A	113912	RAYFORD, KYLER A	01/23/2010	PATIENT/GUARA	520.75	0.00	520.75
090029829	1	A	090029829	REED, DAVION	11/28/2009	PATIENT/GUARA	394.00	0.00	394.00
090030296	1	A	113767	REED, ERMA J	12/03/2009	PATIENT/GUARA	175.00	0.00	175.00
100002523	1	A	67552	REESE, DENICE L	01/29/2010	PATIENT/GUARA	374.50	0.00	374.50
090028076	1	A	36081	REESE, HELEN	11/09/2009	PATIENT/GUARA	459.75	0.00	459.75
090026990	1	A	12738	REESE, WILLIE	10/28/2009	PATIENT/GUARA	364.75	297.87	66.88
090023114	1	A	090023114	REEVES, ZIBAR	09/17/2009	PATIENT/GUARA	379.00	0.00	379.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090029231	1	A	090029231	REGINO, BRINDIA	11/22/2009	PATIENT/GUARA	528.00	0.00	528.00
090029066	1	A	110364	REIFF, CAROL A	11/21/2009	PATIENT/GUARA	596.25	0.00	596.25
090029173	1	A	110364	REIFF, CAROL A	11/22/2009	PATIENT/GUARA	596.25	0.00	596.25
100005941	1	A	69582	RENO, STACY L	03/07/2010	PATIENT/GUARA	606.00	0.00	606.00
090027098-4	1	A	113481	RENTHROPE, JON	10/29/2009	PATIENT/GUARA	493.50	0.00	493.50
090031988	1	A	090031988	REYES-DELONG, VANESS	12/23/2009	PATIENT/GUARA	479.25	0.00	479.25
090021791	1	A	090021791	REYNOLDS, PHILLIP	09/03/2009	PATIENT/GUARA	352.00	0.00	352.00
090030679	1	A	090030679	REYNOLDS, TOYKEITH C	12/08/2009	PATIENT/GUARA	647.00	517.60	129.40
090019244	1	A	080017858	RHODES, JACQUELYN D	08/05/2009	PATIENT/GUARA	509.00	429.84	79.16
090022966	1	A	080017858	RHODES, JACQUELYN D	09/15/2009	PATIENT/GUARA	470.00	385.34	84.66
090021676	1	A	090021676	RHODES, TYRONE	09/02/2009	PATIENT/GUARA	470.00	0.00	470.00
090031894	1	A	090031894	RHYMER, EUGENE	12/22/2009	PATIENT/GUARA	518.25	0.00	518.25
090024393	1	A	090024393	RICE, ANTOINETTE M	09/30/2009	BCBS OF FL POB	587.00	0.00	587.00
090024597	1	A	090024597	RICE, SAMANTHA	10/02/2009	PATIENT/GUARA	625.50	0.00	625.50
090031428	1	A	64389	RICHARDS, GLENN A	12/17/2009	PATIENT/GUARA	501.25	0.00	501.25
100003408	1	A	44743	RICHARDS, LAURA C	02/08/2010	PATIENT/GUARA	115.00	0.00	115.00
100004211	1	A	44743	RICHARDS, LAURA C	02/18/2010	PATIENT/GUARA	511.00	0.00	511.00
100006822	1	A	44743	RICHARDS, LAURA C	03/17/2010	PATIENT/GUARA	576.75	0.00	576.75
100007159	1	A	44743	RICHARDS, LAURA C	03/21/2010	PATIENT/GUARA	596.25	0.00	596.25
090026279	1	A	090026279	RICHARDSON, CHARLOTT	10/20/2009	PATIENT/GUARA	489.00	0.00	489.00
090021686	1	A	090021686	RICHARDSON, ELI	09/02/2009	PATIENT/GUARA	578.00	0.00	578.00
090027146	1	A	14196	RICHARDSON, ERROLL S	10/30/2009	PATIENT/GUARA	615.75	0.00	615.75
090029643	1	A	14196	RICHARDSON, ERROLL S	11/26/2009	PATIENT/GUARA	596.25	0.00	596.25
100001172	1	A	85385	RICHARDSON, ROBERT	01/14/2010	PATIENT/GUARA	175.00	0.00	175.00
090023959	1	A	090023959	RICKER, LOYD R	09/25/2009	PATIENT/GUARA	361.00	290.50	70.50
090025834	1	A	090023959	RICKER, LOYD R	10/15/2009	PATIENT/GUARA	508.50	422.47	86.03
100012349	1	A	101175	RICKETTS, JAMES S	05/18/2010	PATIENT/GUARA	498.75	0.00	498.75
090028265	1	A	3590	RICKS, SHANIKA	11/12/2009	PATIENT/GUARA	413.50	0.00	413.50
090020900	1	A	090020900	RICKS, VASSER	08/24/2009	PATIENT/GUARA	527.00	0.00	527.00
090023369	1	A	090023369	RINGGO, MARY	09/19/2009	PATIENT/GUARA	461.00	0.00	461.00
090022364	1	A	113206	RIPPY, JULIETTE C	09/09/2009	PATIENT/GUARA	334.00	0.00	334.00
090013696	1	A	090013696	RIVERA, IRLINDA	06/05/2009	PATIENT/GUARA	536.00	428.80	107.20
090032347	1	A	4287	RIVERA, ISMAEL	12/28/2009	PATIENT/GUARA	384.25	0.00	384.25
090029297	1	A	090029297	RIVERA, MARIA	11/23/2009	PATIENT/GUARA	479.25	0.00	479.25
090020860	1	A	090020860	RIVERA, VICTOR	08/24/2009	PATIENT/GUARA	479.00	0.00	479.00
100000022	1	A	100000022	ROAMAN, PETER	01/01/2010	PATIENT/GUARA	394.00	0.00	394.00
090025737	1	A	090025737	ROBATEAW, JOSUE	10/15/2009	PATIENT/GUARA	479.25	0.00	479.25
090030229	1	A	090030229	ROBERSON, PARRISH	12/03/2009	PATIENT/GUARA	454.50	0.00	454.50
090021432	1	A	70177	ROBERSON, VERNON L	08/30/2009	PATIENT/GUARA	452.00	0.00	452.00
100002355	1	A	100002355	ROBERTS, EVETTE	01/27/2010	PATIENT/GUARA	537.75	0.00	537.75
090025167	1	A	090025167	ROBERTS, FREDRICK	10/08/2009	PATIENT/GUARA	567.00	0.00	567.00
090014997-2	1	A	112878	ROBERTS, JOSEPH	06/19/2009	PATIENT/GUARA	590.00	0.00	590.00
090024605	1	A	090024605	ROBINS, PAUL	10/02/2009	PATIENT/GUARA	489.00	0.00	489.00
090021282	1	A	070003599	ROBINSON, AVERY	08/28/2009	PATIENT/GUARA	470.00	106.60	363.40
090025403	1	A	35800	ROBINSON, CARL	10/11/2009	PATIENT/GUARA	479.25	0.00	479.25
090016433	1	A	090016433	ROBINSON, DAVID	07/06/2009	PATIENT/GUARA	542.00	446.35	95.65
090032672	1	A	20585	ROBINSON, KATIE M	12/31/2009	PATIENT/GUARA	586.50	0.00	586.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090028356	1	A	090028356	ROBINSON, KATRINA	11/13/2009	PATIENT/GUARA	394.00	0.00	394.00
090024229	1	A	060014153	ROBINSON, LAQUENTIN	09/28/2009	PATIENT/GUARA	361.00	0.00	361.00
090024437	1	A	060014153	ROBINSON, LAQUENTIN	09/30/2009	PATIENT/GUARA	461.00	0.00	461.00
090017480	1	A	090017480	ROBINSON, LORENZO	07/17/2009	PATIENT/GUARA	479.00	392.97	86.03
090031538	1	A	090017480	ROBINSON, LORENZO	12/18/2009	PATIENT/GUARA	423.25	348.12	75.13
090020241	1	A	090016759	ROBINSON, NINA	08/17/2009	PATIENT/GUARA	379.00	0.00	379.00
090021543	1	A	080027110	ROBINSON, PHYLICIA	08/31/2009	PATIENT/GUARA	536.00	374.79	161.21
090016350	1	A	18119	ROBINSON, SANDRA	07/04/2009	PATIENT/GUARA	506.00	10.00	496.00
090025931	1	A	070029541	ROBINSON, SANDRA	10/16/2009	PATIENT/GUARA	508.50	0.00	508.50
090028337	1	A	113658	RODDY, THOMAS	11/12/2009	PATIENT/GUARA	175.00	0.00	175.00
090025395	1	A	090025395	RODEN, BRIAN	10/11/2009	PATIENT/GUARA	479.25	0.00	479.25
100000253	1	A	090016121	RODRIGUEZ, ANTHONY	01/04/2010	PATIENT/GUARA	479.25	379.25	100.00
100000298	1	A	090016121	RODRIGUEZ, ANTHONY	01/04/2010	PATIENT/GUARA	469.50	0.00	469.50
090027411	1	A	65377	RODRIGUEZ, CHRISTIE L	11/02/2009	PATIENT/GUARA	498.75	0.00	498.75
090028708	1	A	090028708	RODRIGUEZ, JULIA	11/17/2009	PATIENT/GUARA	479.25	0.00	479.25
090031860	1	A	070030934	RODRIQUEZ, ANGEL	12/21/2009	PATIENT/GUARA	384.25	0.00	384.25
090024283	1	A	8663	ROEBUCK, MILDRED	09/29/2009	PATIENT/GUARA	165.00	0.00	165.00
090024382	1	A	8663	ROEBUCK, MILDRED	09/30/2009	PATIENT/GUARA	165.00	0.00	165.00
100002419	1	A	070012145	ROLLINS, CHESTER L	01/27/2010	PATIENT/GUARA	596.25	0.00	596.25
090026245	1	A	080001027	ROLLINS, DAVID B	10/19/2009	PATIENT/GUARA	374.50	0.00	374.50
090020364	1	A	57797	ROLLINS, ROBERT	08/18/2009	PATIENT/GUARA	587.00	484.48	102.52
090021014	1	A	090021014	ROMO, HALIEGH	08/26/2009	PATIENT/GUARA	524.00	0.00	524.00
090031566	1	A	54695	ROPER, JANICE	12/18/2009	PATIENT/GUARA	493.50	0.00	493.50
090014334	1	A	090014334	ROSADO, FROILAN J	06/12/2009	PATIENT/GUARA	470.00	0.00	470.00
090016533	1	A	090014334	ROSADO, FROILAN J	07/06/2009	PATIENT/GUARA	461.00	0.00	461.00
090017009	1	A	090014334	ROSADO, FROILAN J	07/11/2009	PATIENT/GUARA	461.00	0.00	461.00
090017465	1	A	090014334	ROSADO, FROILAN J	07/16/2009	PATIENT/GUARA	470.00	0.00	470.00
090004381	1	A	090004381	ROSADO, NICHOLAS	02/20/2009	PATIENT/GUARA	454.00	0.00	454.00
090018058	1	A	090018058	ROSAS, PIPER	07/23/2009	PATIENT/GUARA	361.00	0.00	361.00
090027299	1	A	80414	ROSENBACH, COLEENE	10/31/2009	PATIENT/GUARA	498.75	0.00	498.75
090027729	1	A	090027729	ROSS, LUCIOUS	11/05/2009	PATIENT/GUARA	489.00	0.00	489.00
090007492	1	A	090007492	ROSS, SAMUEL	03/27/2009	PATIENT/GUARA	443.00	0.00	443.00
090021379	1	A	090007492	ROSS, SAMUEL	08/29/2009	PATIENT/GUARA	470.00	0.00	470.00
090019781	1	A	83329	ROSSELLE, DANIEL C	08/11/2009	PATIENT/GUARA	461.00	0.00	461.00
100002503	1	A	070028714	ROTHFELDT, BRIAN D	01/28/2010	PATIENT/GUARA	549.50	0.00	549.50
090021281	1	A	090021281	ROWE, LADANIA	08/28/2009	PATIENT/GUARA	334.00	0.00	334.00
090001115-2	1	A	65451	ROWE, VIRGINIA	01/14/2009	PATIENT/GUARA	436.00	0.00	436.00
090026332	1	A	090026332	ROYSTER, JOWONZA	10/20/2009	PATIENT/GUARA	464.25	0.00	464.25
100002750	1	A	100002750	RUBIO, NOE	01/31/2010	PATIENT/GUARA	472.00	0.00	472.00
090030585	1	A	090007330	RUNDLE, JOSEPH T	12/07/2009	PATIENT/GUARA	115.00	0.00	115.00
090005609	1	A	82890	RUSH, JAMES	03/06/2009	PATIENT/GUARA	587.00	200.00	387.00
100000646	1	A	81228	RUSS, JOHN	01/08/2010	PATIENT/GUARA	489.00	0.00	489.00
090028974	1	A	87881	RYAN, JODI L	11/20/2009	PATIENT/GUARA	374.50	0.00	374.50
100006347	1	A	12698	RYLES, TONDI N	03/12/2010	PATIENT/GUARA	508.50	0.00	508.50
100012961	1	A	12698	RYLES, TONDI N	05/25/2010	PATIENT/GUARA	498.75	0.00	498.75
090025871-3	1	A	113430	SAGONA, ERICA	10/16/2009	PATIENT/GUARA	444.75	0.00	444.75
100001074	1	A	100001074	SAINT JUSTE, FRANTZIE	01/13/2010	CIGNA/PO BOX 1	479.25	0.00	479.25

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090029681	1	A	72475	SAKERS, PAMELA S	11/27/2009	PATIENT/GUARA	462.25	0.00	462.25
090029056	1	A	090012029	SALLET, FELTON	11/20/2009	PATIENT/GUARA	498.75	0.00	498.75
090021467	1	A	070009664	SALTZMAN, GLADYS E	08/30/2009	PATIENT/GUARA	488.00	0.00	488.00
090003965	1	A	090003965	SALVAGGIO, NATALIE	02/15/2009	PATIENT/GUARA	443.00	100.00	343.00
080009735	1	A	72639	SAMUELS, REGINALD	04/18/2008	PATIENT/GUARA	478.00	0.00	478.00
090028725	1	A	090028725	SANCHEZ, MARIA	11/17/2009	PATIENT/GUARA	625.50	0.00	625.50
090028555	1	A	090014903	SANDBERG, CHERYL ANN	11/15/2009	PATIENT/GUARA	508.50	0.00	508.50
080023874	1	A	080003245	SANDS, CHARLOTTE C	09/23/2008	PATIENT/GUARA	376.00	0.00	376.00
100004668	1	A	100004668	SANFORD, LINDSEY	02/22/2010	BCBS OF FL/FED	528.00	0.00	528.00
100003330	1	A	100003330	SANFORD, ROBERT P	02/07/2010	BCBS OF FL POB	384.25	0.00	384.25
090031400	1	A	81238	SANKEY, DIEDRA P	12/16/2009	PATIENT/GUARA	384.25	0.00	384.25
090030748	1	A	090030748	SANTIAGO, ANTONIO	12/09/2009	PATIENT/GUARA	459.75	0.00	459.75
090006825	1	A	95820	SAPP, FRANK J	03/20/2009	PATIENT/GUARA	506.00	0.00	506.00
090017995	1	A	080003253	SAPP, MEGAN R	07/23/2009	PATIENT/GUARA	479.00	0.00	479.00
090021927	1	A	090021927	SARAMA, CHARLES	09/04/2009	PATIENT/GUARA	418.00	0.00	418.00
090023784	1	A	090023784	SARNO, SARA	09/23/2009	PATIENT/GUARA	590.00	0.00	590.00
090027090	1	A	080008956	SCHNEIDER, CHRISTOPH	10/29/2009	PATIENT/GUARA	459.75	367.80	91.95
090014833	1	A	080032174	SCHWEITZER, THEODORE	06/18/2009	PATIENT/GUARA	461.00	0.00	461.00
090026972	1	A	080032174	SCHWEITZER, THEODORE	10/28/2009	PATIENT/GUARA	569.00	0.00	569.00
090029455	1	A	47680	SCOTT, BRENDA S	11/24/2009	PATIENT/GUARA	175.00	0.00	175.00
090030319	1	A	22960	SCOTT, DERRICK	12/04/2009	PATIENT/GUARA	459.75	0.00	459.75
090032140	1	A	91907	SCOTT, EDWARD C	12/25/2009	PATIENT/GUARA	469.50	0.00	469.50
100000521	1	A	91907	SCOTT, EDWARD C	01/07/2010	PATIENT/GUARA	384.25	0.00	384.25
100000864	1	A	93643	SCOTT, FRANKIE	01/10/2010	PATIENT/GUARA	498.75	415.74	83.01
090020238	1	A	090020238	SCOTT, JASON A	08/17/2009	PATIENT/GUARA	563.00	0.00	563.00
090012047	1	A	090012047	SCOTT, NICK	05/17/2009	PATIENT/GUARA	361.00	0.00	361.00
080028619-2	1	A	31640	SCOTT, RESHALL	11/17/2008	PATIENT/GUARA	545.00	0.00	545.00
090030702	1	A	31640	SCOTT, RESHALL	12/08/2009	PATIENT/GUARA	576.75	0.00	576.75
090032149	1	A	31640	SCOTT, RESHALL	12/25/2009	PATIENT/GUARA	576.75	0.00	576.75
090021667	1	A	090021667	SEALEY, MICHAEL A	09/02/2009	PATIENT/GUARA	461.00	0.00	461.00
090022254	1	A	090021667	SEALEY, MICHAEL A	09/07/2009	PATIENT/GUARA	461.00	0.00	461.00
100001877	1	A	100001877	SEAN, TIMOTHY	01/21/2010	PATIENT/GUARA	508.50	457.65	50.85
100003286	1	A	100003286	SEARS, DARIA	02/06/2010	PATIENT/GUARA	483.75	0.00	483.75
080022414	1	A	080022414	SEIDER, DAVID L	09/07/2008	PATIENT/GUARA	517.00	0.00	517.00
090007872	1	A	060029169	SEILER, FRANCES	03/31/2009	PATIENT/GUARA	551.00	453.97	97.03
090021449	1	A	627	SELLERS, ALISHA G	08/30/2009	PATIENT/GUARA	479.00	0.00	479.00
090029690	1	A	627	SELLERS, ALISHA G	11/27/2009	PATIENT/GUARA	508.50	0.00	508.50
100000782	1	A	627	SELLERS, ALISHA G	01/09/2010	PATIENT/GUARA	474.00	0.00	474.00
100000816	1	A	627	SELLERS, ALISHA G	01/10/2010	PATIENT/GUARA	518.25	0.00	518.25
090016254	1	A	090016254	SELLERS, BELINDA	07/03/2009	PATIENT/GUARA	452.00	0.00	452.00
100000980	1	A	090009515	SELLERS, JONATHAN M	01/12/2010	PATIENT/GUARA	469.50	0.00	469.50
090019862	1	A	080003438	SERMANS, RASHAWN L	08/12/2009	PATIENT/GUARA	461.00	0.00	461.00
090020517	1	A	090020517	SHACKLEFORD, LISA	08/20/2009	PATIENT/GUARA	470.00	0.00	470.00
090030337	1	A	090030337	SHAFER, GLENN	12/04/2009	PATIENT/GUARA	498.75	0.00	498.75
090029438	1	A	090002711	SHAW, DEBRA D	11/24/2009	PATIENT/GUARA	741.50	0.00	741.50
090020074	1	A	090020074	SHAW, SINATRA	08/15/2009	PATIENT/GUARA	352.00	0.00	352.00
100000641	1	A	67279	SHEA, CATHERINE L	01/08/2010	PATIENT/GUARA	459.75	0.00	459.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090021192	1	A	55482	SHEATS, REMI	08/27/2009	BCBS OF FL POB	100.00	0.00	100.00
090027612	1	A	090027612	SHEEHY, CLAYTON	11/04/2009	PATIENT/GUARA	664.50	0.00	664.50
080006271	1	A	080006271	SHELL, VELIA E	03/11/2008	PATIENT/GUARA	450.50	374.12	76.38
080011286	1	A	080006271	SHELL, VELIA E	05/05/2008	PATIENT/GUARA	467.50	388.55	78.95
090030808	1	A	080006271	SHELL, VELIA E	12/09/2009	PATIENT/GUARA	498.75	414.09	84.66
090024789	1	A	090024789	SHOTWELL, JAMES	10/05/2009	PATIENT/GUARA	586.50	0.00	586.50
090019661	1	A	090019661	SHULER, ELIZABETH	08/10/2009	PATIENT/GUARA	443.00	0.00	443.00
090028380	1	A	090028380	SHULTZ, WILLIAM	11/13/2009	PATIENT/GUARA	614.75	0.00	614.75
090020057	1	A	97433	SHUMON, ORRIE	08/14/2009	PATIENT/GUARA	379.00	0.00	379.00
090023330	1	A	86754	SIBREY, JAMES W	09/19/2009	PATIENT/GUARA	452.00	409.56	42.44
090025153	1	A	45229	SILL, KRISTY L	10/08/2009	PATIENT/GUARA	364.75	0.00	364.75
090025225	1	A	113405	SIMMONS, CATHY	10/09/2009	PATIENT/GUARA	364.75	0.00	364.75
100000985	1	A	100000985	SIMMONS, JAMES	01/12/2010	PATIENT/GUARA	423.25	0.00	423.25
090028319	1	A	080031688	SIMMONS, JAYNE	11/12/2009	PATIENT/GUARA	423.25	0.00	423.25
080021761	1	A	97557	SIMS, STEPHANIE	09/01/2008	PATIENT/GUARA	359.00	0.00	359.00
090023536	1	A	101506	SINGLETARY, ERIC	09/21/2009	PATIENT/GUARA	452.00	0.00	452.00
090019714	1	A	77595	SINGLETON, ANNIE P	08/11/2009	PATIENT/GUARA	165.00	0.00	165.00
090025653	1	A	99738	SINGLETON, DENNIS	10/14/2009	PATIENT/GUARA	479.25	0.00	479.25
090025562	1	A	090011075	SLAUGHTER, JOHN	10/13/2009	PATIENT/GUARA	374.50	0.00	374.50
090019679	1	A	090012981	SLIMAK, HOLLY	08/10/2009	PATIENT/GUARA	497.00	0.00	497.00
090018992	1	A	080029183	SMITH, CHERYL L	08/03/2009	PATIENT/GUARA	461.00	0.00	461.00
090018586	1	A	89919	SMITH, CONNIE L	07/30/2009	AV-MED INS POB	343.00	0.00	343.00
90017014-2	1	A	112981	SMITH, CORY R	07/12/2009	PATIENT/GUARA	527.00	421.60	105.40
100001973	1	A	17194	SMITH, EDDIE L	01/22/2010	PATIENT/GUARA	479.25	0.00	479.25
090026483	1	A	070011352	SMITH, EDWARD A	10/22/2009	PATIENT/GUARA	479.25	379.25	100.00
100011335	1	A	5629	SMITH, ERIC A	05/06/2010	PATIENT/GUARA	489.00	0.00	489.00
090006126	1	A	090006126	SMITH, HAROLD R	03/12/2009	BCBS OF FL POB	572.00	296.87	275.13
090029490	1	A	45739	SMITH, JOHNNY	11/25/2009	PATIENT/GUARA	537.75	0.00	537.75
090028347	1	A	79144	SMITH, LESTEE	11/13/2009	PATIENT/GUARA	498.75	414.09	84.66
100003621	1	A	100003621	SMITH, MARY	02/10/2010	PATIENT/GUARA	498.75	415.03	83.72
090029087	1	A	090029087	SMITH, MAVIS	11/21/2009	PATIENT/GUARA	479.25	0.00	479.25
090029181	1	A	87667	SMITH, RAYMOND E	11/22/2009	PATIENT/GUARA	773.75	567.15	206.60
090020296	1	A	090020296	SMITH, STEVEN	08/18/2009	PATIENT/GUARA	452.00	0.00	452.00
090023712	1	A	090023712	SMITH, SYLVIA	09/22/2009	AV-MED INS POB	551.00	0.00	551.00
090018942	1	A	090018942	SMITH, WAYNE	08/02/2009	PATIENT/GUARA	497.00	0.00	497.00
090020679	1	A	080030134	SNYDER, EVERETT J	08/22/2009	PATIENT/GUARA	596.00	0.00	596.00
090032216	1	A	12289	SOWELL, LINDA	12/26/2009	PATIENT/GUARA	469.50	0.00	469.50
090029764	1	A	75490	SPADE, CHRISTIAN A	11/28/2009	PATIENT/GUARA	705.50	400.00	305.50
090029819	1	A	060008274	SPANN, WILLIE	11/28/2009	PATIENT/GUARA	608.00	0.00	608.00
090022854	1	A	91414	SPECK, REBEKAH	09/14/2009	PATIENT/GUARA	470.00	338.64	131.36
090021551	1	A	11309	SPENCE, SHIRLEY A	09/01/2009	PATIENT/GUARA	361.00	0.00	361.00
100001880	1	A	100001880	SPENCER, ALEX	01/21/2010	AETNA P 14091 L	423.25	0.00	423.25
090014286	1	A	090014286	SPIVEY, KAREN B	06/11/2009	PATIENT/GUARA	461.00	368.80	92.20
090029541-2	1	A	113622	SPRAGUE, DYLAN	11/25/2009	PATIENT/GUARA	472.00	361.60	110.40
100001015	1	A	100001015	SPRALDING, LARRY	01/12/2010	PATIENT/GUARA	567.00	0.00	567.00
080014766	1	A	080006116	SPRING, JENNIFER M	06/12/2008	PATIENT/GUARA	450.50	0.00	450.50
090030982	1	A	070018929	SPRINGFELS, ERIC	12/11/2009	PATIENT/GUARA	528.00	0.00	528.00

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

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090019509	1	A	090019509	STANISH, KRISTEN	08/08/2009	PATIENT/GUARA	536.00	0.00	536.00
090023440	1	A	090023440	STEDEM, BOBBY	09/20/2009	PATIENT/GUARA	343.00	0.00	343.00
090026920	1	A	090026920	STEELE, KELLI	10/27/2009	PATIENT/GUARA	479.25	0.00	479.25
090015208	1	A	090015208	STEFFENS, ANN P	06/22/2009	PATIENT/GUARA	443.00	0.00	443.00
100006397	1	A	65518	STETSON, MARK T	03/12/2010	PATIENT/GUARA	474.00	0.00	474.00
100013269	1	A	65518	STETSON, MARK T	05/28/2010	PATIENT/GUARA	474.00	0.00	474.00
090031295	1	A	090031295	STEVENS, DONALD	12/15/2009	PATIENT/GUARA	518.25	0.00	518.25
100001081	1	A	100001081	STEVENSON, LULA M	01/13/2010	PATIENT/GUARA	489.00	407.34	81.66
090020300	1	A	89176	STEWARD, TOMMY L	08/18/2009	PATIENT/GUARA	470.00	0.00	470.00
090020650	1	A	090020650	STEWART, TIMOTHY	08/21/2009	PATIENT/GUARA	596.00	0.00	596.00
090031110	1	A	090005055	STOCKER, SUSAN	12/13/2009	PATIENT/GUARA	489.00	0.00	489.00
090007444	1	A	090007444	STOKES, MARIE A	03/26/2009	PATIENT/GUARA	461.00	0.00	461.00
090029583	1	A	31716	STOKES, TANYA M	11/26/2009	PATIENT/GUARA	454.50	0.00	454.50
090023384	1	A	090023384	STOMBERG, ASHLEY	09/19/2009	PATIENT/GUARA	452.00	0.00	452.00
090012434	1	A	47159	STONGE, LEE A	05/21/2009	PATIENT/GUARA	470.00	283.40	186.60
100000163	1	A	84837	STOREY, BRIAN A	01/03/2010	HEALTH OPTION	557.25	0.00	557.25
090026066	1	A	090026066	STORMANT, SHIRLEY	10/17/2009	AV-MED INS POB	489.00	0.00	489.00
080018743	1	A	101140	STOUT, KACI S	07/27/2008	PATIENT/GUARA	484.50	0.00	484.50
100002254	1	A	090003330	STRICKLAND, BONNIE	01/25/2010	BCBS OF FL/ITS	479.25	0.00	479.25
090027905	1	A	090027905	STRICKLAND, DANIEL	11/07/2009	PATIENT/GUARA	459.75	0.00	459.75
100000529	1	A	100000529	STRONG, CHRISTOPHER	01/07/2010	PATIENT/GUARA	479.25	0.00	479.25
090009936	1	A	090009936	STUDLEY, ERIC	04/23/2009	BCBS OF FL POB	461.00	0.00	461.00
090023186	1	A	090023186	STYLES, CHARLES	09/17/2009	PATIENT/GUARA	454.00	363.20	90.80
090016472	1	A	090016472	SUDBURY, CHERYL	07/06/2009	PATIENT/GUARA	352.00	0.00	352.00
090018344	1	A	52890	SUGGS, JAY A	07/27/2009	PATIENT/GUARA	488.00	400.59	87.41
090026043	1	A	090026043	SULLIVAN, DEA	10/17/2009	PATIENT/GUARA	469.50	0.00	469.50
100000547	1	A	53234	SULLIVAN, FLORA M	01/07/2010	PATIENT/GUARA	528.00	440.95	87.05
100001937-2	1	A	113910	SUMERLIN, GRACE L	01/22/2010	PATIENT/GUARA	600.75	0.00	600.75
090030942	1	A	84497	SUMMERLIN, JEFFREY	12/11/2009	PATIENT/GUARA	479.25	0.00	479.25
090023443	1	A	090023443	SUMTER, BRITTANY	09/20/2009	PATIENT/GUARA	434.00	0.00	434.00
090024159	1	A	99136	SURI, DIANA	09/27/2009	PATIENT/GUARA	596.00	492.10	103.90
090024438	1	A	99136	SURI, DIANA	09/30/2009	PATIENT/GUARA	461.00	377.71	83.29
090030799	1	A	090030799	SWAIN, RITA B	12/09/2009	PATIENT/GUARA	403.75	331.37	72.38
090027853	1	A	94084	SWAIT, JONATHAN D	11/07/2009	PATIENT/GUARA	489.00	0.00	489.00
090026490	1	A	090026490	SWANSON, CHRISTOPHE	10/22/2009	PATIENT/GUARA	479.25	0.00	479.25
090026738	1	A	090026738	SWARTZWELDER, DAVID	10/25/2009	PATIENT/GUARA	569.00	485.71	83.29
100001773	1	A	060013367	SWEARINGEN, CYNTHIA L	01/20/2010	PATIENT/GUARA	423.25	0.00	423.25
080016372	1	A	109496	SWEAT, MONICA	06/30/2008	PATIENT/GUARA	350.50	0.00	350.50
100007514	1	A	73535	SWOPSHIRE, ALESAEYA	03/25/2010	PATIENT/GUARA	413.50	0.00	413.50
100007615	1	A	73535	SWOPSHIRE, ALESAEYA	03/26/2010	PATIENT/GUARA	518.25	0.00	518.25
090031246	1	A	29339	SYKES, WILLIAM R	12/14/2009	PATIENT/GUARA	175.00	0.00	175.00
090027079	1	A	090027079	SZYMANSKI, JOSEPH	10/29/2009	PATIENT/GUARA	498.75	0.00	498.75
090021575	1	A	090021575	SZYMENSKI, DENNIS	09/01/2009	PATIENT/GUARA	560.00	0.00	560.00
090024656	1	A	090021575	SZYMENSKI, DENNIS	10/03/2009	PATIENT/GUARA	576.75	0.00	576.75
090031889	1	A	98003	TACI, MARY	12/22/2009	PATIENT/GUARA	498.75	0.00	498.75
100000279	1	A	100000279	TAGUE, MARY L	01/04/2010	PATIENT/GUARA	459.75	0.00	459.75
090024588	1	A	090024588	TAING, KIM H	10/02/2009	PATIENT/GUARA	588.50	344.14	244.36

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090026142	1	A	090026142	TAMARIZ, DIEGO	10/18/2009	PATIENT/GUARA	530.00	0.00	530.00
090016656	1	A	090016656	TANNER, EDWARD	07/08/2009	PATIENT/GUARA	587.00	0.00	587.00
080016332	1	A	080016332	TANZOSH, BARBARA A	06/30/2008	PATIENT/GUARA	433.50	359.69	73.81
080029785	1	A	92488	TARANTINO, RALPH	12/01/2008	PATIENT/GUARA	542.00	0.00	542.00
090013459	1	A	92488	TARANTINO, RALPH	06/02/2009	PATIENT/GUARA	587.00	484.48	102.52
090026234	1	A	92488	TARANTINO, RALPH	10/19/2009	PATIENT/GUARA	530.50	440.26	90.24
090028112	1	A	92488	TARANTINO, RALPH	11/10/2009	PATIENT/GUARA	635.25	531.35	103.90
090030948	1	A	113785	TAVARA, OLGA	12/11/2009	PATIENT/GUARA	459.75	0.00	459.75
090010002	1	A	17405	TAYLOR, ALTAMESE J	04/24/2009	PATIENT/GUARA	470.00	273.30	196.70
090029021	1	A	17405	TAYLOR, ALTAMESE J	11/20/2009	PATIENT/GUARA	442.75	239.37	203.38
090019459	1	A	080030935	TAYLOR, CARL	08/07/2009	PATIENT/GUARA	334.00	0.00	334.00
090026883	1	A	070016454	TAYLOR, DANIEL J	10/27/2009	PATIENT/GUARA	384.25	0.00	384.25
090025520	1	A	080022988	TAYLOR, HAZEL P	10/12/2009	PATIENT/GUARA	501.25	415.13	86.12
090031207	1	A	090031207	TAYLOR, KATHY	12/14/2009	PATIENT/GUARA	459.75	0.00	459.75
090023047	1	A	080006977	TAYLOR, KEDRA R	09/16/2009	PATIENT/GUARA	452.00	0.00	452.00
090031781	1	A	090031781	TERRELL, COVIN S	12/20/2009	BCBS OF FL/ITS	508.50	0.00	508.50
090024654	1	A	090024654	TERRELL, DAVID S	10/03/2009	PATIENT/GUARA	518.25	0.00	518.25
090025394	1	A	070019421	TERRY, JAYDEN	10/11/2009	PATIENT/GUARA	442.75	0.00	442.75
100002052	1	A	113992	THADAKU, OLEKAE	01/23/2010	PATIENT/GUARA	115.00	0.00	115.00
080015543	1	A	76566	THOMAS, AGABUS	06/21/2008	PATIENT/GUARA	434.00	0.00	434.00
090014257	1	A	76566	THOMAS, AGABUS	06/11/2009	PATIENT/GUARA	470.00	0.00	470.00
090028547	1	A	76566	THOMAS, AGABUS	11/15/2009	PATIENT/GUARA	508.50	0.00	508.50
090028765	1	A	76566	THOMAS, AGABUS	11/17/2009	PATIENT/GUARA	508.50	0.00	508.50
090029527	1	A	76566	THOMAS, AGABUS	11/25/2009	PATIENT/GUARA	498.75	0.00	498.75
090023530	1	A	93913	THOMAS, ANTHONY	09/21/2009	PATIENT/GUARA	479.00	0.00	479.00
090024491	1	A	090024491	THOMAS, CATHY M	10/01/2009	PATIENT/GUARA	498.75	423.30	75.45
090032053	1	A	090032053	THOMAS, ELIZABETH	12/23/2009	PATIENT/GUARA	569.00	0.00	569.00
090027451	1	A	090027451	THOMAS, JILL	11/02/2009	PATIENT/GUARA	489.00	0.00	489.00
090025935	1	A	090025935	THOMAS, SAMANTHA M	10/16/2009	PATIENT/GUARA	479.25	0.00	479.25
090021510	1	A	7032	THOMAS, SHAREN A	08/31/2009	PATIENT/GUARA	554.00	467.97	86.03
090017671	1	A	11537	THOMAS-FAYSON, JEANE	07/19/2009	PATIENT/GUARA	470.00	385.34	84.66
090019369	1	A	090013686	THOMPSON, BRENDA	08/07/2009	PATIENT/GUARA	452.00	0.00	452.00
090021059	1	A	090013686	THOMPSON, BRENDA	08/26/2009	PATIENT/GUARA	434.00	0.00	434.00
090022878	1	A	090013686	THOMPSON, BRENDA	09/14/2009	PATIENT/GUARA	352.00	0.00	352.00
090031008	1	A	090031008	THOMPSON, LEAH	12/12/2009	PATIENT/GUARA	498.75	0.00	498.75
090030745	1	A	080002540	THOMPSON, SANDRA	12/09/2009	PATIENT/GUARA	608.00	0.00	608.00
090026604	1	A	090026604	THOMPSON, VENESSA A	10/24/2009	PATIENT/GUARA	459.75	0.00	459.75
090024365	1	A	26995	THUNQUEST, GARY	09/29/2009	PATIENT/GUARA	461.00	0.00	461.00
090010786	1	A	090010786	THURMOND, TIM	05/02/2009	PATIENT/GUARA	545.00	0.00	545.00
090031928	1	A	090031928	TIJERINA, KERRI	12/22/2009	PATIENT/GUARA	374.50	0.00	374.50
080009548	1	A	80957	TILLMAN, CASSIE	04/16/2008	PATIENT/GUARA	433.50	0.00	433.50
100000282	1	A	090000535	TILLMAN, MARISA	01/04/2010	PATIENT/GUARA	498.75	473.75	25.00
090029146	1	A	18134	TINNEY, BENJAMIN J	11/21/2009	PATIENT/GUARA	489.00	312.32	176.68
090031214	1	A	66053	TODD, EDWARD C	12/14/2009	PATIENT/GUARA	695.75	486.60	209.15
090025275	1	A	090025275	TOGHIYANI, MOHAMMAD	10/09/2009	PATIENT/GUARA	508.50	0.00	508.50
090003909-2	1	A	112228	TOKWAULU, SARAH	02/15/2009	PATIENT/GUARA	443.00	300.00	143.00
090027745	1	A	090016493	TOMLIN, TIMOTHY L	11/06/2009	PATIENT/GUARA	498.75	0.00	498.75

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090021952	1	A	55779	TORO, VISHNUPRIYA	09/04/2009	PATIENT/GUARA	560.00	0.00	560.00
090026293	1	A	55779	TORO, VISHNUPRIYA	10/20/2009	PATIENT/GUARA	481.75	0.00	481.75
100004796	1	A	55779	TORO, VISHNUPRIYA	02/23/2010	PATIENT/GUARA	690.75	0.00	690.75
090025450	1	A	113413	TORRES, KASSNDRA L	10/11/2009	PATIENT/GUARA	647.00	0.00	647.00
090029825-4	1	A	113628	TOUCHSTONE, KANTEN B	11/28/2009	PATIENT/GUARA	610.50	0.00	610.50
090027304	1	A	090014735	TOWNSEND, KATHRYN	10/31/2009	PATIENT/GUARA	364.75	0.00	364.75
090020931	1	A	090020931	TRIGG, TAYLOR	08/25/2009	PATIENT/GUARA	569.00	0.00	569.00
100001165	1	A	060010618	TRINDER, PATRICIA A	01/13/2010	PATIENT/GUARA	459.75	0.00	459.75
090030708	1	A	090030708	TROWELL, CHRISTINA	12/08/2009	PATIENT/GUARA	734.75	0.00	734.75
090003646	1	A	96801	TRUE-BLANCHARD, MALIA	02/12/2009	PATIENT/GUARA	470.00	380.98	89.02
100004154	1	A	74865	TRUELUCK-HARVIN, ALBE	02/17/2010	PATIENT/GUARA	479.25	0.00	479.25
090028531	1	A	090028531	TUGGERSON, CIERRA	11/15/2009	PATIENT/GUARA	479.25	0.00	479.25
090024918	1	A	090024918	TURCIOS, HECTOR	10/06/2009	PATIENT/GUARA	403.75	0.00	403.75
090030774	1	A	090000374	TURGEON, BYRON	12/09/2009	PATIENT/GUARA	703.50	589.99	113.51
100002253	1	A	3059	TURNER, ANGELA	01/25/2010	PATIENT/GUARA	588.50	0.00	588.50
080030582	1	A	82761	TURNER, CAROLYN P	12/09/2008	PATIENT/GUARA	461.00	0.00	461.00
090001261	1	A	82761	TURNER, CAROLYN P	01/16/2009	PATIENT/GUARA	488.00	0.00	488.00
090022173	1	A	82761	TURNER, CAROLYN P	09/06/2009	PATIENT/GUARA	470.00	0.00	470.00
090026624	1	A	090026624	TURNER, JUSTIN	10/24/2009	PATIENT/GUARA	725.00	0.00	725.00
090028694	1	A	090028694	TWIGGS, TRAVIS	11/16/2009	PATIENT/GUARA	459.75	0.00	459.75
090026735	1	A	070010024	ULLAH, KIFAS	10/25/2009	PATIENT/GUARA	498.75	0.00	498.75
090028536	1	A	090028536	ULRICH, ADAM	11/15/2009	PATIENT/GUARA	469.50	0.00	469.50
090026950	1	A	090026950	UNSWORTH, TARYN	10/28/2009	PATIENT/GUARA	489.00	333.14	155.86
090010169	1	A	090010169	VACCA, RICHARD E	04/25/2009	PATIENT/GUARA	334.00	0.00	334.00
090015887	1	A	090010169	VACCA, RICHARD E	06/30/2009	PATIENT/GUARA	506.00	0.00	506.00
090022001	1	A	080026033	VALDEZ, ANGELINA M	09/05/2009	PATIENT/GUARA	488.00	387.04	100.96
090026887	1	A	90077	VALENTINE, DORA L	10/27/2009	PATIENT/GUARA	175.00	0.00	175.00
090018691	1	A	98372	VAN NOSTRAND, BETH M	07/31/2009	PATIENT/GUARA	578.00	509.12	68.88
100001227	1	A	100001227	VANCE, DAVID	01/14/2010	PATIENT/GUARA	596.25	0.00	596.25
090020130	1	A	090005899	VANDORGEN, KENDALL	08/15/2009	PATIENT/GUARA	479.00	0.00	479.00
100004381	1	A	090022975	VANOVER, PAMELA	02/19/2010	BCBS OF FL POB	364.75	0.00	364.75
090026710	1	A	080012001	VANSYCKEL, CLARENCE	10/25/2009	PATIENT/GUARA	403.75	0.00	403.75
100000073	1	A	113799	VASQUEZ, JOSE L	01/02/2010	PATIENT/GUARA	635.25	0.00	635.25
090030483	1	A	090030483	VATSA, ISHT	12/05/2009	PATIENT/GUARA	364.75	0.00	364.75
100000765	1	A	100000765	VAUGHN, RITA	01/09/2010	PATIENT/GUARA	498.75	0.00	498.75
090031987	1	A	74869	VEAL, LULA	12/23/2009	PATIENT/GUARA	469.50	0.00	469.50
090031963	1	A	090031963	VELEZ, MARC	12/22/2009	AV-MED INS POB	479.25	0.00	479.25
090029485	1	A	090029485	VENISHYAM, NAKU	11/25/2009	PATIENT/GUARA	498.75	0.00	498.75
090016908	1	A	090016908	VENTURA-LOPEZ, ISMAEL	07/10/2009	PATIENT/GUARA	434.00	0.00	434.00
090032042	1	A	113004	VERCOUTEREN, KAY L	12/23/2009	PATIENT/GUARA	489.00	0.00	489.00
090027976	1	A	41602	VERNON, DIANNE W	11/08/2009	PATIENT/GUARA	725.00	625.00	100.00
090029534	1	A	41602	VERNON, DIANNE W	11/25/2009	PATIENT/GUARA	625.50	525.50	100.00
090023586	1	A	090023586	VIRELLA, NICHOLAS	09/21/2009	PATIENT/GUARA	452.00	370.09	81.91
090024802	1	A	34516	VITITO, GARY R	10/05/2009	PATIENT/GUARA	384.25	314.62	69.63
090031464	1	A	34516	VITITO, GARY R	12/17/2009	PATIENT/GUARA	557.25	464.35	92.90
090020619	1	A	38282	VORHEES, KAREN L	08/21/2009	PATIENT/GUARA	470.00	0.00	470.00
100006107	1	A	38282	VORHEES, KAREN L	03/09/2010	PATIENT/GUARA	374.50	0.00	374.50

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
100007460	1	A	38282	VORHEES, KAREN L	03/24/2010	PATIENT/GUARA	403.75	0.00	403.75
090025052	1	A	090025052	WADDELL, SHANE	10/07/2009	PATIENT/GUARA	606.00	0.00	606.00
090023746	1	A	060006131	WADE, BISHOP	09/23/2009	PATIENT/GUARA	452.00	352.00	100.00
100000875	1	A	060006131	WADE, BISHOP	01/11/2010	PATIENT/GUARA	634.25	519.83	114.42
090030480	1	A	13351	WADE, HENRY B	12/05/2009	PATIENT/GUARA	569.00	0.00	569.00
090020761	1	A	090020761	WADE, JASON	08/23/2009	PATIENT/GUARA	605.00	0.00	605.00
090020819	1	A	090020761	WADE, JASON	08/24/2009	PATIENT/GUARA	460.00	0.00	460.00
090020887	1	A	090020761	WADE, JASON	08/24/2009	PATIENT/GUARA	460.00	0.00	460.00
090028991	1	A	090028991	WAFFORD, JERRY	11/20/2009	PATIENT/GUARA	384.25	0.00	384.25
090029045	1	A	090028991	WAFFORD, JERRY	11/20/2009	PATIENT/GUARA	469.50	0.00	469.50
090029126	1	A	090028991	WAFFORD, JERRY	11/21/2009	PATIENT/GUARA	508.50	0.00	508.50
090018661	1	A	070029726	WAKARUK, GREGORY	07/30/2009	PATIENT/GUARA	370.00	0.00	370.00
090018815	1	A	070029726	WAKARUK, GREGORY	08/01/2009	PATIENT/GUARA	488.00	0.00	488.00
090020627	1	A	070029726	WAKARUK, GREGORY	08/21/2009	PATIENT/GUARA	361.00	0.00	361.00
090021085	1	A	070029726	WAKARUK, GREGORY	08/26/2009	PATIENT/GUARA	352.00	0.00	352.00
100005821	1	A	070029726	WAKARUK, GREGORY	03/06/2010	PATIENT/GUARA	394.00	0.00	394.00
100001655	1	A	100001655	WALKER, DONALD	01/19/2010	BCBS OF FL POB	474.00	0.00	474.00
100004058	1	A	100001655	WALKER, DONALD	02/16/2010	BCBS OF FL POB	479.25	0.00	479.25
090029795	1	A	090029795	WALKER, JOEY S	11/28/2009	PATIENT/GUARA	364.75	0.00	364.75
100001464	1	A	060006840	WALKER, RICKY	01/17/2010	PATIENT/GUARA	479.25	0.00	479.25
090023596	1	A	26217	WALKER, TIFFANY	09/21/2009	PATIENT/GUARA	479.00	0.00	479.00
090000940	1	A	27309	WALKER, WILLIAM	01/12/2009	PATIENT/GUARA	461.00	377.71	83.29
090009733	1	A	090009733	WALKER, WILLIAM B	04/21/2009	PATIENT/GUARA	641.00	576.90	64.10
090020410	1	A	060018866	WALLACE, DEBORA	08/19/2009	PATIENT/GUARA	488.00	0.00	488.00
090022525	1	A	90693	WALLER, DANNY	09/10/2009	BCBS OF FL POB	443.00	0.00	443.00
090029598	1	A	090029598	WALLS, JOHNEY	11/26/2009	PATIENT/GUARA	394.00	0.00	394.00
090027498	1	A	090027498	WALTEN, ALICE	11/03/2009	PATIENT/GUARA	479.25	0.00	479.25
090023349	1	A	090023349	WALTERS, VALERIE	09/19/2009	PATIENT/GUARA	388.00	373.09	14.91
090015143	1	A	090015143	WARD, COURTNEY	06/21/2009	PATIENT/GUARA	452.00	100.00	352.00
090021210	1	A	090021210	WARE, DEBORAH P	08/28/2009	BCBS OF FL POB	542.00	0.00	542.00
100003927	1	A	8590	WARNER, LORI A	02/14/2010	PATIENT/GUARA	472.00	0.00	472.00
090028390	1	A	090028390	WARNER, RICHARD	11/13/2009	PATIENT/GUARA	508.50	422.47	86.03
090027210	1	A	090027210	WASHBURN, DAKOTA	10/31/2009	PATIENT/GUARA	479.25	0.00	479.25
090031011	1	A	41190	WASHINGTON, ANTOINE	12/12/2009	PATIENT/GUARA	654.75	426.58	228.17
090026569	1	A	83531	WASHINGTON, DAVE	10/23/2009	PATIENT/GUARA	175.00	0.00	175.00
100002948	1	A	6784	WASHINGTON, ESTHER	02/03/2010	BCBS ST OF FL "	489.00	0.00	489.00
090019187	1	A	46830	WASHINGTON, ROSEMAR	08/05/2009	PATIENT/GUARA	542.00	446.35	95.65
090028796	1	A	41114	WASHINGTON, TANGA	11/18/2009	PATIENT/GUARA	489.00	0.00	489.00
090028792	1	A	090005109	WASSMAN, EMMA	11/18/2009	PATIENT/GUARA	508.50	344.14	164.36
090027934	1	A	060011162	WATERS, LEONARD W	11/08/2009	PATIENT/GUARA	508.50	0.00	508.50
090028428	1	A	19265	WATKINS, CARLA	11/13/2009	BCBS OF FL POB	489.00	0.00	489.00
090028384	1	A	090028384	WATSON, ADA	11/13/2009	PATIENT/GUARA	364.75	0.00	364.75
080032339	1	A	7506	WATSON, IVY M	12/30/2008	PATIENT/GUARA	587.00	487.00	100.00
090028652	1	A	9349	WATSON, JUNE	11/16/2009	PATIENT/GUARA	625.50	0.00	625.50
090025523	1	A	92185	WATSON, LICIA	10/12/2009	BCBS OF FL/FED	498.75	0.00	498.75
100000189	1	A	92185	WATSON, LICIA	01/03/2010	BCBS OF FL/FED	489.00	0.00	489.00
080019372	1	A	080010602	WATTS, GEORGE E	08/03/2008	PATIENT/GUARA	535.50	444.49	91.01

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090021888	1	A	090021888	WATTS, KIMARA	09/04/2009	PATIENT/GUARA	461.00	0.00	461.00
100003297	1	A	100003297	WAUGH, STEVE A	02/06/2010	BCBS OF FL POB	423.25	0.00	423.25
090027568	1	A	2349	WEBB, LASHIRISHA	11/04/2009	PATIENT/GUARA	374.50	0.00	374.50
090024983	1	A	090024983	WEBER, EUGENE	10/06/2009	PATIENT/GUARA	508.50	0.00	508.50
100000211	1	A	080030948	WEBSTER, GUY	01/03/2010	PATIENT/GUARA	469.50	0.00	469.50
100000914	1	A	100000914	WEDEMEYER, DAVID	01/11/2010	PATIENT/GUARA	489.00	0.00	489.00
090022745	1	A	090022745	WEILAND, SARAH	09/13/2009	PATIENT/GUARA	470.00	0.00	470.00
090017799	1	A	090017799	WELCH, CHERYL F	07/21/2009	PATIENT/GUARA	470.00	338.64	131.36
090019752	1	A	070015556	WELCH, COLLEN	08/11/2009	PATIENT/GUARA	572.00	0.00	572.00
090024833	1	A	22319	WELCH, LUCY M	10/05/2009	PATIENT/GUARA	586.50	489.47	97.03
090027544	1	A	22319	WELCH, LUCY M	11/03/2009	PATIENT/GUARA	586.50	489.47	97.03
070011262	1	A	68694	WELCH, MARY C	05/05/2007	PATIENT/GUARA	496.00	410.43	85.57
070014428	1	A	68694	WELCH, MARY C	06/10/2007	PATIENT/GUARA	326.00	264.07	61.93
070015274	1	A	68694	WELCH, MARY C	06/21/2007	PATIENT/GUARA	488.00	403.68	84.32
090023898	1	A	090023898	WELCOME, CHARLES	09/24/2009	PATIENT/GUARA	470.00	0.00	470.00
100003441	1	A	100003441	WELLS, JOHN	02/08/2010	BCBS OF FL POB	578.75	0.00	578.75
090025779	1	A	090025779	WENDEL, ERIC	10/15/2009	PATIENT/GUARA	469.50	0.00	469.50
090030979	1	A	78266	WEST, RICHARD	12/11/2009	PATIENT/GUARA	725.00	0.00	725.00
080027321	1	A	080027321	WESTBROOK, ALEXIS	11/02/2008	PATIENT/GUARA	370.00	0.00	370.00
090024783	1	A	090024783	WESTMORELAND, CHARL	10/04/2009	PATIENT/GUARA	479.25	0.00	479.25
090024829	1	A	090024783	WESTMORELAND, CHARL	10/05/2009	PATIENT/GUARA	459.75	0.00	459.75
090025168	1	A	090024783	WESTMORELAND, CHARL	10/08/2009	PATIENT/GUARA	479.25	0.00	479.25
100006037	1	A	090023571	WETHERINGTON, SAMUE	03/08/2010	PATIENT/GUARA	394.00	0.00	394.00
090030898	1	A	1632	WHARTON, LATOYA	12/10/2009	PATIENT/GUARA	374.50	0.00	374.50
090027740	1	A	21862	WHETSTONE, ELLA M	11/06/2009	PATIENT/GUARA	537.75	360.62	177.13
090025572	1	A	090025572	WHIDDON, MICHELE	10/13/2009	PATIENT/GUARA	469.50	0.00	469.50
090021907	1	A	73516	WHITE, CARNAIL D	09/04/2009	PATIENT/GUARA	434.00	0.00	434.00
090025853	1	A	090025853	WHITE, DARRELL	10/16/2009	PATIENT/GUARA	364.75	0.00	364.75
090030839	1	A	060020932	WHITE, DELRON E	12/10/2009	PATIENT/GUARA	540.25	0.00	540.25
090027968	1	A	30755	WHITE, DORIS E	11/08/2009	PATIENT/GUARA	508.50	422.47	86.03
090032257	1	A	30755	WHITE, DORIS E	12/26/2009	PATIENT/GUARA	479.25	397.34	81.91
100002219	1	A	30755	WHITE, DORIS E	01/25/2010	PATIENT/GUARA	479.25	398.94	80.31
090014045	1	A	68041	WHITE, KEITH E	06/09/2009	PATIENT/GUARA	470.00	0.00	470.00
100000449	1	A	100000449	WHITE, RASHITA	01/06/2010	PATIENT/GUARA	464.25	0.00	464.25
090020531	1	A	090020531	WHITE, SHANTEL D	08/20/2009	PATIENT/GUARA	334.00	0.00	334.00
080021039	1	A	080021039	WHITE, TELL	08/24/2008	PATIENT/GUARA	467.50	0.00	467.50
090031353	1	A	113827	WHITE, TERRANCE	12/16/2009	PATIENT/GUARA	175.00	0.00	175.00
090019552	1	A	080007138	WHITNEY, KAREN A	08/09/2009	PATIENT/GUARA	379.00	305.76	73.24
090026798	1	A	080007138	WHITNEY, KAREN A	10/26/2009	PATIENT/GUARA	384.25	314.62	69.63
090027680	1	A	080007138	WHITNEY, KAREN A	11/05/2009	PATIENT/GUARA	479.25	397.34	81.91
090025082	1	A	090019991	WHITTIE, WILLIAM H	10/07/2009	PATIENT/GUARA	479.25	397.34	81.91
090010756	1	A	1806	WIGGINS, SHARON	05/02/2009	PATIENT/GUARA	334.00	0.00	334.00
090021933	1	A	1806	WIGGINS, SHARON	09/04/2009	PATIENT/GUARA	461.00	0.00	461.00
090024815-2	1	A	44712	WILCOX, ASHLEY A	10/05/2009	PATIENT/GUARA	647.00	0.00	647.00
100002125	1	A	44712	WILCOX, ASHLEY A	01/24/2010	PATIENT/GUARA	656.75	0.00	656.75
100006791	1	A	44712	WILCOX, ASHLEY A	03/17/2010	PATIENT/GUARA	567.00	0.00	567.00
090030947	1	A	090030947	WILKERSON, VICKIE	12/11/2009	PATIENT/GUARA	795.75	636.60	159.15

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090027348	1	A	090027348	WILKINSON, STARLIT	11/01/2009	PATIENT/GUARA	364.75	0.00	364.75
090025024	1	A	26819	WILKS, DORIS	10/07/2009	PATIENT/GUARA	528.00	439.22	88.78
090028557	1	A	090028557	WILLIAMS, ALEXA	11/15/2009	PATIENT/GUARA	508.50	0.00	508.50
080023665	1	A	111476	WILLIAMS, ALLEN	09/21/2008	PATIENT/GUARA	165.00	0.00	165.00
090024263	1	A	090024263	WILLIAMS, ALVIN	09/28/2009	PATIENT/GUARA	680.00	0.00	680.00
090015254	1	A	080020793	WILLIAMS, AMOS	06/23/2009	PATIENT/GUARA	461.00	269.71	191.29
090032549	1	A	090032549	WILLIAMS, BERNARD	12/30/2009	PATIENT/GUARA	498.75	0.00	498.75
090024291	1	A	090024291	WILLIAMS, BETTY	09/29/2009	PATIENT/GUARA	524.00	0.00	524.00
090032198	1	A	090032198	WILLIAMS, BRANDIE	12/26/2009	PATIENT/GUARA	498.75	0.00	498.75
090019539	1	A	090019539	WILLIAMS, BROOKE	08/08/2009	PATIENT/GUARA	397.00	0.00	397.00
090029775	1	A	113720	WILLIAMS, DANIEL B	11/28/2009	PATIENT/GUARA	175.00	0.00	175.00
090028751	1	A	85816	WILLIAMS, DEBRA A	11/17/2009	PATIENT/GUARA	576.75	478.26	98.49
090018400	1	A	090018400	WILLIAMS, DOROTHY L	07/28/2009	PATIENT/GUARA	443.00	0.00	443.00
090017740	1	A	090017740	WILLIAMS, ELIZA	07/20/2009	BCBS OF FL POB	427.00	341.60	85.40
090027735	1	A	070014867	WILLIAMS, EMMA D	11/06/2009	PATIENT/GUARA	394.00	0.00	394.00
090029698	1	A	090029698	WILLIAMS, JAENNETTE	11/27/2009	PATIENT/GUARA	635.25	0.00	635.25
090030420	1	A	090029698	WILLIAMS, JAENNETTE	12/05/2009	PATIENT/GUARA	586.50	0.00	586.50
090025849	1	A	090025849	WILLIAMS, JALESA	10/15/2009	PATIENT/GUARA	469.50	0.00	469.50
090027211	1	A	090025849	WILLIAMS, JALESA	10/31/2009	PATIENT/GUARA	479.25	0.00	479.25
090030554	1	A	090025849	WILLIAMS, JALESA	12/06/2009	PATIENT/GUARA	469.50	0.00	469.50
090021699	1	A	090021699	WILLIAMS, JAMES	09/02/2009	PATIENT/GUARA	361.00	0.00	361.00
090032080	1	A	090032080	WILLIAMS, JENET	12/24/2009	PATIENT/GUARA	489.00	0.00	489.00
80019122	1	A	102946	WILLIAMS, JESSICA	08/01/2008	PATIENT/GUARA	342.00	0.00	342.00
100000956	1	A	060010216	WILLIAMS, JOHN C	01/11/2010	PATIENT/GUARA	403.75	0.00	403.75
090031877	1	A	090031877	WILLIAMS, KARIANA	12/21/2009	PATIENT/GUARA	413.50	0.00	413.50
090031877-3	1	A	113746	WILLIAMS, KAVORIS	12/21/2009	PATIENT/GUARA	413.50	0.00	413.50
090025132	1	A	090025132	WILLIAMS, KYTODA	10/08/2009	PATIENT/GUARA	498.75	0.00	498.75
090025696	1	A	090025696	WILLIAMS, LAWRENCE	10/14/2009	PATIENT/GUARA	413.50	393.50	20.00
090011899	1	A	90469	WILLIAMS, LEROY M	05/15/2009	PATIENT/GUARA	451.00	0.00	451.00
090030256	1	A	76530	WILLIAMS, MATTIE C	12/03/2009	PATIENT/GUARA	175.00	0.00	175.00
090030389	1	A	76530	WILLIAMS, MATTIE C	12/04/2009	PATIENT/GUARA	635.25	531.35	103.90
090019725	1	A	85146	WILLIAMS, NOBLE T	08/11/2009	PATIENT/GUARA	578.00	476.85	101.15
100000115	1	A	11914	WILLIAMS, ORA L	01/02/2010	PATIENT/GUARA	508.50	337.41	171.09
090031269	1	A	80560	WILLIAMS, OSCAR	12/15/2009	PATIENT/GUARA	528.00	0.00	528.00
090024399	1	A	090024399	WILLIAMS, RANDALL	09/30/2009	PATIENT/GUARA	509.00	0.00	509.00
090020836	1	A	090020836	WILLIAMS, RUPERT	08/24/2009	PATIENT/GUARA	461.00	0.00	461.00
090025756	1	A	103872	WILLIAMS, RYAN P	10/15/2009	PATIENT/GUARA	498.75	0.00	498.75
090012672	1	A	090004355	WILLIAMS, WILLIE	05/24/2009	PATIENT/GUARA	165.00	50.00	115.00
090013001	1	A	88016	WILLIAMSON, INGRID K	05/28/2009	PATIENT/GUARA	488.00	0.00	488.00
090013691	1	A	88016	WILLIAMSON, INGRID K	06/05/2009	PATIENT/GUARA	434.00	0.00	434.00
090027845	1	A	88016	WILLIAMSON, INGRID K	11/07/2009	PATIENT/GUARA	518.25	400.00	118.25
090030036	1	A	090030036	WILLSON, CASSIE B	12/01/2009	PATIENT/GUARA	684.00	0.00	684.00
090022323	1	A	060024810	WILSON, DONNA M	09/08/2009	PATIENT/GUARA	605.00	499.73	105.27
090029144-6	1	A	113593	WILSON, DUJUAN	11/21/2009	PATIENT/GUARA	532.50	0.00	532.50
090024067	1	A	090024067	WILSON, FRED	09/26/2009	PATIENT/GUARA	452.00	0.00	452.00
090024249	1	A	090024249	WILSON, SUSAN B	09/28/2009	PATIENT/GUARA	605.00	0.00	605.00
100001352	1	A	92371	WINIKOR, KRENDEL	01/16/2010	PATIENT/GUARA	364.75	299.18	65.57

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
070020606	1	A	070020606	WINTER, HELEN A	08/23/2007	PATIENT/GUARA	547.00	465.18	81.82
090021804	1	A	090021804	WISE, MIKE	09/03/2009	PATIENT/GUARA	452.00	0.00	452.00
090020969	1	A	090013841	WOODARD, WILLIAM	08/25/2009	PATIENT/GUARA	515.00	423.47	91.53
100001466	1	A	090013841	WOODARD, WILLIAM	01/17/2010	PATIENT/GUARA	537.75	449.35	88.40
100003777	1	A	100003777	WOODS, BRIAN S	02/12/2010	PATIENT/GUARA	518.25	0.00	518.25
100003934	1	A	100003777	WOODS, BRIAN S	02/14/2010	PATIENT/GUARA	469.50	0.00	469.50
100004204	1	A	100003777	WOODS, BRIAN S	02/18/2010	PATIENT/GUARA	469.50	0.00	469.50
100004252	1	A	100003777	WOODS, BRIAN S	02/18/2010	PATIENT/GUARA	394.00	0.00	394.00
100004727	1	A	100003777	WOODS, BRIAN S	02/23/2010	PATIENT/GUARA	489.00	0.00	489.00
100004977	1	A	100003777	WOODS, BRIAN S	02/25/2010	PATIENT/GUARA	508.50	0.00	508.50
100005177	1	A	100003777	WOODS, BRIAN S	02/28/2010	PATIENT/GUARA	413.50	0.00	413.50
100005343	1	A	100003777	WOODS, BRIAN S	03/01/2010	PATIENT/GUARA	489.00	0.00	489.00
100006045	1	A	100003777	WOODS, BRIAN S	03/08/2010	PATIENT/GUARA	459.75	0.00	459.75
090018780	1	A	090018780	WOODS, DONALD M	07/31/2009	PATIENT/GUARA	445.00	0.00	445.00
090030346	1	A	090030346	WOODS, LORETTA	12/04/2009	PATIENT/GUARA	498.75	0.00	498.75
090024978	1	A	52869	WOOLSEY, HARLEY E	10/06/2009	PATIENT/GUARA	615.75	514.60	101.15
090014387	1	A	080000875	WOOLSEY, ZACHARY	06/13/2009	PATIENT/GUARA	434.00	0.00	434.00
090027630	1	A	090021315	WORTH, PATIENCE	11/04/2009	PATIENT/GUARA	576.75	0.00	576.75
090023953	1	A	4456	WRIGHT, BERLINDA	09/25/2009	PATIENT/GUARA	427.00	0.00	427.00
090021355	1	A	51903	WRIGHT, EVANS L	08/29/2009	PATIENT/GUARA	418.00	0.00	418.00
100000218	1	A	110238	WRIGHT, JASMINE	01/04/2010	PATIENT/GUARA	498.75	398.75	100.00
090029353	1	A	75058	WRIGHT, MARY J	11/23/2009	PATIENT/GUARA	498.75	0.00	498.75
090029694	1	A	46014	WRIGHT, MEGHAN C	11/27/2009	PATIENT/GUARA	489.00	0.00	489.00
090030035	1	A	090030035	WRIGHT, MICHAEL	12/01/2009	PATIENT/GUARA	498.75	0.00	498.75
090029067	1	A	27749	WRIGHT, SAMANTHA	11/21/2009	PATIENT/GUARA	489.00	0.00	489.00
090014970	1	A	090014970	WRIGHT, TIMOTHY	06/19/2009	PATIENT/GUARA	488.00	388.00	100.00
090028332	1	A	090014970	WRIGHT, TIMOTHY	11/12/2009	PATIENT/GUARA	508.50	408.50	100.00
090025613	1	A	090025613	WURSTER, JASON	10/13/2009	PATIENT/GUARA	489.00	0.00	489.00
090021272	1	A	11167	WYCHE, ROBIN	08/28/2009	PATIENT/GUARA	470.00	0.00	470.00
090025512	1	A	090025512	YARRELL, HARRIETTE G	10/12/2009	PATIENT/GUARA	479.25	0.00	479.25
090030727	1	A	090030727	YOUNG, ADRIANNA	12/08/2009	PATIENT/GUARA	569.00	0.00	569.00
090027886	1	A	105432	YOUNG, ANTHONY J	11/07/2009	PATIENT/GUARA	635.25	0.00	635.25
090014082	1	A	090014082	YOUNG, ARIEL	06/09/2009	BCBS OF FL POB	536.00	428.80	107.20
100004640	1	A	41512	YOUNG, FRED	02/22/2010	PATIENT/GUARA	384.25	0.00	384.25
090023590	1	A	55616	YOUNG, GILBERT	09/21/2009	PATIENT/GUARA	569.00	469.23	99.77
100000944	1	A	100000944	YOUNG, JARVIS T	01/11/2010	PATIENT/GUARA	610.50	488.40	122.10
090025535	1	A	070018790	YOUNG, JOSEPH J	10/12/2009	PATIENT/GUARA	479.25	379.25	100.00
090026910	1	A	070018790	YOUNG, JOSEPH J	10/27/2009	PATIENT/GUARA	489.00	389.00	100.00
090025528	1	A	103201	YOUNG, LAKENDRA	10/12/2009	PATIENT/GUARA	479.25	0.00	479.25
100000281	1	A	93509	YOUNG, RHONDA L	01/04/2010	PATIENT/GUARA	537.75	0.00	537.75
100006650	1	A	66758	YOUNG, TORRI	03/15/2010	PATIENT/GUARA	175.00	0.00	175.00
090031802	1	A	22062	YOUNG, WILLIE	12/21/2009	PATIENT/GUARA	175.00	0.00	175.00
090026145	1	A	070006802	YOUNGBLOOD, TONNEKIA	10/18/2009	PATIENT/GUARA	479.25	0.00	479.25
080018189	1	A	080018189	ZABLE, ANDREA L	07/21/2008	PATIENT/GUARA	467.50	377.96	89.54
080028403	1	A	080028403	ZAHN-SAUCIER, MAYA	11/15/2008	PATIENT/GUARA	443.00	0.00	443.00
090016818	1	A	82440	ZEISWEISS, WILLIAM A	07/09/2009	PATIENT/GUARA	479.00	392.97	86.03
090011493	1	A	34929	ZIMMERMAN, EARSELENE	05/10/2009	PATIENT/GUARA	452.00	370.09	81.91

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
090020413	1	A	84631	ZIMMERMAN, JAMES J	08/19/2009	PATIENT/GUARA	581.00	0.00	581.00
100001882	1	A	060018180	ZIMPFER, PAUL H	01/21/2010	PATIENT/GUARA	413.50	0.00	413.50
100002005	1	A	060018180	ZIMPFER, PAUL H	01/23/2010	PATIENT/GUARA	489.00	0.00	489.00
100002736	1	A	060018180	ZIMPFER, PAUL H	01/31/2010	PATIENT/GUARA	489.00	0.00	489.00
100006585	1	A	060018180	ZIMPFER, PAUL H	03/14/2010	PATIENT/GUARA	573.75	0.00	573.75
100006678	1	A	060018180	ZIMPFER, PAUL H	03/15/2010	PATIENT/GUARA	394.00	0.00	394.00
080025600	1	A	89535	ZINN, SHANNON M	10/13/2008	PATIENT/GUARA	650.00	575.00	75.00
090023374	1	A	090023374	ZIPERSTEIN, ROBYN	09/19/2009	PATIENT/GUARA	334.00	0.00	334.00
100000693	1	A	95078	ZOLTEK, KIMBERLY O	01/08/2010	PATIENT/GUARA	498.75	0.00	498.75
090016090	1	A	090016090	ZUNIGA, ERIC	07/02/2009	PATIENT/GUARA	427.00	341.60	85.40
Total Call Count For									
MSB	**MSB ACCOUNT**					**2022**	**978408.75**	**163940.60**	**814468.15**
070028814	1	A	070028814	ALBRECHT, PHILIPPE A	11/23/2007	PATIENT/GUARA	619.00	190.00	429.00
090005723	1	A	090005723	BROWN, LARON	03/07/2009	PATIENT/GUARA	553.00	453.00	100.00
080005752	1	A	42029	COLLINGWOOD, ELLEN M	03/06/2008	PATIENT/GUARA	467.50	220.00	247.50
070031050	1	A	70560	CUNNINGHAM, JOHNNIE	12/20/2007	PATIENT/GUARA	433.50	200.00	233.50
090015972	1	A	62629	CURTIS, MICHELE C	07/01/2009	PATIENT/GUARA	506.00	100.00	406.00
090005246	1	A	678	GASKIN, BETTY J	03/02/2009	PATIENT/GUARA	479.00	339.00	140.00
080027346	1	A	080027346	GRANITO, DELORES	11/03/2008	PATIENT/GUARA	613.00	576.75	36.25
090006743	1	A	71898	GRAY, MICHELLE C	03/19/2009	PATIENT/GUARA	434.00	21.41	412.59
090024030	1	A	090024030	HALPIN, AMY	09/26/2009	PATIENT/GUARA	443.00	50.00	393.00
[illegible]0027440	1	A	77236	HENDERSON, WENDELL	11/02/2009	PATIENT/GUARA	520.75	5.00	515.75
090010995	1	A	090010995	LENDRUM, THERESA M	05/05/2009	PATIENT/GUARA	434.00	30.00	404.00
090010303	1	A	090002120	LEWIS, SUSAN L	04/27/2009	PATIENT/GUARA	479.00	75.00	404.00
090028242	1	A	060019642	NIBLACK, EVELYN	11/11/2009	PATIENT/GUARA	498.75	434.09	64.66
090012469	1	A	090012469	OSTEEN, TARA M	05/21/2009	PATIENT/GUARA	701.00	50.00	651.00
070029554	1	A	19800	PHILLIPS, LAUREN A	12/01/2007	PATIENT/GUARA	586.50	301.76	284.74
090015388	1	A	90990	PONS, JAMES B	06/24/2009	PATIENT/GUARA	608.00	425.72	182.28
070019804	1	A	6236	STEEN-MCSWEENEY, EVA	08/13/2007	PATIENT/GUARA	432.00	364.77	67.23
090000354	1	A	090000354	STREITENBERGER, CARL	01/05/2009	PATIENT/GUARA	452.00	40.00	412.00
090014748	1	A	41993	WALLACE, HAZEL	06/17/2009	PATIENT/GUARA	100.00	20.00	80.00
090005367	1	A	090005367	WARE, JOHN J	03/03/2009	PATIENT/GUARA	661.00	591.00	70.00
090018300	1	A	090005367	WARE, JOHN J	07/26/2009	PATIENT/GUARA	596.00	451.00	145.00
090023198	1	A	090005367	WARE, JOHN J	09/17/2009	PATIENT/GUARA	641.00	496.00	145.00
090023564	1	A	090005367	WARE, JOHN J	09/21/2009	PATIENT/GUARA	551.00	406.00	145.00
090007534	1	A	090007514	WILSON, KRISTINE M	03/27/2009	PATIENT/GUARA	379.00	310.22	68.78
Total Call Count For									
MSBPP	**MSB-PAYMENT PLAN**					**24**	**12188.00**	**6150.72**	**6037.28**
100017354	1	A	100017354	KERSEY, WILLIAM T	07/13/2010	PATIENT/GUARA	723.00	604.98	118.02
100019415	1	A	100017354	KERSEY, WILLIAM T	08/05/2010	PATIENT/GUARA	459.75	378.83	80.92
Total Call Count For									
PF	**PROBATE CLAIM FILED**					**2**	**1182.75**	**983.81**	**198.94**
100003685	1	A	100003685	ROBLERO, VICTOR	02/11/2010	SUMMIT CLAIMS	469.50	460.63	8.87

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
Total Call Count For									
SB25	**SMALL BALANCE-LESS THAN $25.00**					**1**	**469.50**	**460.63**	**8.87**
110000709	1	A	110000709	ANDREWS, BENNETT T	01/08/2011	PATIENT/GUARA	364.75	364.00	0.75
100028603	1	A	29085	BATEMAN, DEBORAH W	11/15/2010	PATIENT/GUARA	479.25	478.38	0.87
100025316	1	A	100025316	BRYAN, MATT	10/09/2010	CAPITAL HEALTH	479.25	475.76	3.49
100014244	1	A	100014244	COYER, DONALD F	06/08/2010	PATIENT/GUARA	606.00	605.99	0.01
100006934	1	A	070031824	DEADY, ROBERT	03/18/2010	PATIENT/GUARA	547.50	544.50	3.00
100018992	1	A	100018992	EDDINS, AMARILYS	07/31/2010	CAPITAL HEALTH	479.25	475.76	3.49
100012029	1	A	32715	GAUGGEL, EVELYN H	05/14/2010	PATIENT/GUARA	559.25	555.00	4.25
100019695	1	A	100019695	HEFFNER, JANET	08/08/2010	PATIENT/GUARA	413.50	413.30	0.20
100008131	1	A	100008131	MALPHURS, BOBBY D	04/01/2010	PATIENT/GUARA	656.75	654.05	2.70
100012289	1	A	100009430	MCCOY, BERNEST	05/17/2010	MEDICAID X-OVE	374.50	371.75	2.75
090025626	1	A	090020049	ROBINSON, ANDERSON L	10/13/2009	NORTH FL REGIO	774.25	772.49	1.76
090028913	1	A	70179	STEVENSON, SHIRLEY A	11/19/2009	PATIENT/GUARA	459.75	459.25	0.50
100017003	1	A	39942	VARNADORE, EVERETTE	07/09/2010	PATIENT/GUARA	364.75	364.39	0.36
100021253	1	A	100021253	WATSON, DAVID	08/25/2010	PATIENT/GUARA	459.75	458.59	1.16
100021786	1	A	100021786	WU, JENNI J	08/31/2010	PATIENT/GUARA	364.75	363.59	1.16
Total Call Count For									
SB	**SMALL BALANCE-LESS THAN $5.00**					**15**	**7383.25**	**7356.80**	**26.45**
100032432	1	A	100032432	BORIEL, DANIELLE	12/28/2010	PATIENT/GUARA	479.25	0.00	479.25
100023203	1	A	100023203	CARMEN, WILLIAM K	09/15/2010	PATIENT/GUARA	539.75	0.00	539.75
100019824	1	A	100019824	DOE, JOHN	08/10/2010	PATIENT/GUARA	479.25	0.00	479.25
100025855	1	A	100025855	DOE, JOHN	10/15/2010	PATIENT/GUARA	586.50	0.00	586.50
100032495	1	A	100032495	DOE, JOHN	12/28/2010	PATIENT/GUARA	702.50	0.00	702.50
100031738	1	A	115401	GARLAND, MAX	12/20/2010	PATIENT/GUARA	175.00	0.00	175.00
100023887	1	A	100023887	LANE, JASON	09/23/2010	PATIENT/GUARA	559.25	0.00	559.25
100012167	1	A	100012167	NO LAST NAME, JAYALAK	05/16/2010	PATIENT/GUARA	469.50	0.00	469.50
100031584	1	A	100031584	PAPATZAKOS, JORGE	12/18/2010	PATIENT/GUARA	469.50	0.00	469.50
100015891-3	1	A	114726	RIVER, TRAUMA	06/26/2010	PATIENT/GUARA	743.50	0.00	743.50
110000002	1	A	110000002	TOPIO, JOSE	01/01/2011	PATIENT/GUARA	598.25	0.00	598.25
100025861-4	1	A	115057	TRAUMA, POLO	10/16/2010	PATIENT/GUARA	559.25	0.00	559.25
100021055	1	A	100021055	UNKNOWN, UNKNOWN	08/23/2010	PATIENT/GUARA	469.50	0.00	469.50
100022848	1	A	100022848	UNKNOWN, UNKNOWN	09/11/2010	PATIENT/GUARA	559.25	0.00	559.25
100025376	1	A	100025376	UNKNOWN, UNKNOWN	10/10/2010	PATIENT/GUARA	624.50	0.00	624.50
100025861-3	1	A	115056	UNKNOWN, UNKNOWN	10/16/2010	PATIENT/GUARA	549.50	0.00	549.50
100028086	1	A	100028086	UNKNOWN, UNKNOWN	11/10/2010	PATIENT/GUARA	459.75	0.00	459.75
100029889	1	A	100029889	UNKNOWN, UNKNOWN	11/30/2010	PATIENT/GUARA	374.50	0.00	374.50
100022987	1	A	100022993	WITHERS, HAILEY	09/13/2010	PATIENT/GUARA	218.25	0.00	218.25
100022993	1	A	100022993	WITHERS, HAILEY	09/13/2010	PATIENT/GUARA	218.25	0.00	218.25
Total Call Count For									
UP	**UNIDENTIFIED PATIENT-INC INFO**					**20**	**9835.00**	**0.00**	**9835.00**
100022709	1	A	100022709	MCCRACKEN, ROBERT	09/10/2010	AMERICAN INTER	1505.50	1197.17	308.33
080017569	1	A	080017569	WILLIAMSON, DONALD W	07/14/2008	SEDGWICK ***U	1708.50	1563.84	144.66

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
Total Call Count For									
WCBD	**WC/LIABILITY BALANCE DENIED**					**2**	**3214.00**	**2761.01**	**452.99**
100016211	1	A	100016211	ANDERSON, DEMETRIUS	06/30/2010	PATIENT/GUARA	374.50	0.00	374.50
100019633	1	A	070030802	BAYS, SHANNON	08/07/2010	PATIENT/GUARA	559.25	0.00	559.25
100010899-2	1	A	114340	BOWDEN, BRICEN A	05/02/2010	PATIENT/GUARA	384.25	0.00	384.25
070010432	1	A	070010432	BUNDRICK, JEFF	04/25/2007	ALACHUA COUNT	390.00	0.00	390.00
100023693	1	A	100023693	BUTLER, HENRY T	09/21/2010	PATIENT/GUARA	374.50	0.00	374.50
100019438	1	A	55211	CANTERBURY, JUSTIN W	08/05/2010	PATIENT/GUARA	479.25	0.00	479.25
100020074	1	A	100020074	CHADWICK, JUSTIN R	08/13/2010	PATIENT/GUARA	374.50	0.00	374.50
100018899	1	A	100018899	CHAN, HILTON	07/30/2010	PATIENT/GUARA	364.75	0.00	364.75
100020498	1	A	090029745	DAVIS, LARRY	08/17/2010	PATIENT/GUARA	479.25	0.00	479.25
100032141	1	A	91786	DENMARK, ANGELA L	12/24/2010	PATIENT/GUARA	520.75	420.75	100.00
100016973	1	A	090009417	DURR, ADAM J	07/09/2010	PATIENT/GUARA	489.00	0.00	489.00
070010462	1	A	070010462	EDWARDS, PERRY L	04/26/2007	ALACHUA COUNT	398.00	0.00	398.00
100015557	1	A	080029497	FIORE, DANIEL L	06/22/2010	PATIENT/GUARA	498.75	0.00	498.75
100018890	1	A	101798	FOWLER, LISA A	07/30/2010	PATIENT/GUARA	569.50	0.00	569.50
070016114	1	A	25509	HENRY, VERNON D	07/02/2007	ALACHUA COUNT	520.00	0.00	520.00
100030472	1	A	13490	HOLT, DAVID A	12/06/2010	PATIENT/GUARA	557.25	0.00	557.25
100010252	1	A	100010252	HUTCHINS, ROBERT D	04/25/2010	PATIENT/GUARA	469.50	0.00	469.50
070010139	1	A	070010139	JONES, BRIAN	04/22/2007	ALACHUA COUNT	398.00	0.00	398.00
100023388	1	A	100023388	JORDAN, FAYE B	09/17/2010	PATIENT/GUARA	518.25	0.00	518.25
100023772	1	A	100023772	KAUFMAN, STEVEN L	09/22/2010	PATIENT/GUARA	511.00	0.00	511.00
100010570	1	A	100010570	LEWIS, JEFFERY	04/28/2010	PATIENT/GUARA	452.50	0.00	452.50
100019907	1	A	100019907	LLOYD, JAMES E	08/11/2010	PATIENT/GUARA	625.50	0.00	625.50
100017904	1	A	12627	MACK, ENREKA	07/19/2010	PATIENT/GUARA	612.75	0.00	612.75
070011421	1	A	070011421	MCKENZIE, NORMAN B	05/06/2007	ALACHUA COUNT	473.00	0.00	473.00
060010348	1	A	74421	MCNEILL, RICHARD A	05/04/2006	ALACHUA COUNT	435.00	0.00	435.00
100016543	1	A	22883	MERRIEX, JULIAN D	07/04/2010	PATIENT/GUARA	773.75	0.00	773.75
100019648	1	A	55197	NOBLES, THOMAS L	08/08/2010	PATIENT/GUARA	518.25	0.00	518.25
070013800	1	A	18321	RASH, ELIZABETH	06/04/2007	ALACHUA COUNT	440.00	0.00	440.00
070010746	1	A	060029149	SIMMONS, FERNITA M	04/29/2007	ALACHUA COUNT	488.00	0.00	488.00
100023954	1	A	18512	WEATHERS, CRYSTAL	09/24/2010	PATIENT/GUARA	442.75	0.00	442.75
100022167	1	A	100022167	WOODS, DANIEL	09/04/2010	PATIENT/GUARA	364.75	0.00	364.75
100024423	1	A	100019823	WRIGHT, BILLY J	09/30/2010	PATIENT/GUARA	634.25	0.00	634.25
Total Call Count For									
WOBB	**WRITE-OFF/BEFORE BOOKING**					**32**	**15490.75**	**420.75**	**15070.00**
090025073	1	A	080012992	CALLICUTT, HENRY	10/07/2009	MEDICAID ONLY/	479.25	289.25	190.00
090013538	1	A	080008057	CHAMPION, JOHN C	06/03/2009	MEDICAID ONLY/	379.00	243.00	136.00
090015369	1	A	090002202	MANSINGH, SONNY	06/24/2009	MEDICAID ONLY/	509.00	319.00	190.00
090018660	1	A	090018660	RATNAKARAM, INDIRA	07/30/2009	MEDICAID ONLY/	613.00	423.00	190.00
Total Call Count For									
WOME	**WRITE-OFF/CAID LIMIT EXPIRED**					**4**	**1980.25**	**1274.25**	**706.00**
070018133	1	A	8733	ALEXANDER, PRISCILLA	07/25/2007	MEDICARE-PART	393.00	329.80	63.20
060008076	1	A	20609	CARTER, KENNETH	04/07/2006	SHANDS @ VIST	477.00	-326.18	803.18

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg	Rk	Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
060008461	1	A	102911	HACKNEY, JEAN	04/12/2006	GAINESVILLE HE	407.00	364.38	42.62
080015792	1	A	080015792	MIDGETTE, ROBERTA E	06/24/2008	MEDICARE-PART	350.50	0.00	350.50
080013361	1	A	080013361	ROBERTS, CARSON	05/28/2008	MEDICARE SECO	418.50	264.03	154.47
060026005	1	A	47377	WILLIAMS, ELIZABETH S	11/08/2006	MEDICARE-PART	401.00	0.00	401.00
Total Call Count For									
WOMC	**WRITE-OFF/MEDICARE LIMIT EXP**					**6**	**2447.00**	**632.03**	**1814.97**
100028497	1	A	115191	BOSTON, BEATRICE R	11/14/2010	PATIENT/GUARA	175.00	0.00	175.00
100006552	1	A	114174	DAVIS, BETHANY	03/14/2010	PATIENT/GUARA	115.00	0.00	115.00
100023114	1	A	UP	UNIDENTIFIABLE, PT	09/14/2010	PATIENT/GUARA	403.75	0.00	403.75
Total Call Count For									
PMER	**WRITE-OFF/OPERATIONS ERROR**					**3**	**693.75**	**0.00**	**693.75**
Total Call Count For									
ALACHUA CO DEPT PUBLIC SAFETY						**2534**	**1222922.09**	**229321.90**	**993600.19**

Date : 02/16/2011
Time : 15:55:46
History ID : 3614003

Call Detail

ACCOUNTS TO F&A FOR WRITE-OFF

ALACHUA CO DEPT PUBLIC SAFETY

Call No	Lg Rk Pat No	Patient Account Name	Call Date	Current Payor	Charges	Credits	Balance
Total For All				2534	1222922.09	229321.90	993600.19

Call Summary

ACCOUNTS TO F&A FOR WRITE-OFF

Group By Current Schedule Code Description

ALACHUA CO DEPT PUBLIC SAFETY

Code ID	Description	Calls	Charges	Credits	Balance
BAKR	BAKER ACT	19	8121.21	0.00	8121.21
BKDS	BANKRUPTCY DISCHARGED	8	4178.25	1631.71	2546.54
CS23	CONSERVE ACCT W/ 23% COLL FEE	1	432.00	0.00	432.00
CSPP	CONSERVE W/FEE PAYMENT PLAN	3	1518.00	673.08	844.92
DENP	DECEASED-NO PAYMENT EXPECTED	131	67069.75	35192.27	31877.48
HMOD	HMO BALANCE/BILLING DISPUTE	7	4705.50	3210.64	1494.86
INDG	INDIGENT/HOMELESS	230	102110.88	4348.03	97762.85
MMEX	M'CARE/CAID FILE LIMIT EXP/ERR	1	350.50	285.57	64.93
MARC	MARCHMAN ACT	3	1143.00	0.00	1143.00
MSB	MSB ACCOUNT	2022	978408.75	163940.60	814468.15
MSBPP	MSB-PAYMENT PLAN	24	12188.00	6150.72	6037.28
PF	PROBATE CLAIM FILED	2	1182.75	983.81	198.94
SB25	SMALL BALANCE-LESS THAN $25.00	1	469.50	460.63	8.87
SB	SMALL BALANCE-LESS THAN $5.00	15	7383.25	7356.80	26.45
UP	UNIDENTIFIED PATIENT-INC INFO	20	9835.00	0.00	9835.00
WCBD	WC/LIABILITY BALANCE DENIED	2	3214.00	2761.01	452.99
WOBB	WRITE-OFF/BEFORE BOOKING	32	15490.75	420.75	15070.00
WOME	WRITE-OFF/CAID LIMIT EXPIRED	4	1980.25	1274.25	706.00
WOMC	WRITE-OFF/MEDICARE LIMIT EXP	6	2447.00	632.03	1814.97
PMER	WRITE-OFF/OPERATIONS ERROR	3	693.75	0.00	693.75
Total for Company					
ALACHUA CO DEPT PUBLIC SAFETY		**2534**	**1222922.09**	**229321.90**	**993600.19**

Call Summary

ACCOUNTS TO F&A FOR WRITE-OFF

Group By Current Schedule Code Description

ALACHUA CO DEPT PUBLIC SAFETY

Code ID	Description	Calls	Charges	Credits	Balance
Total for All		2534	1222922.09	229321.90	993600.19

March 22, 2011 Regular Board Meeting
Agenda Item #43

Title
Ratification of the Warrants List. (Amended)

Amount
$3,207,430.74

Description
Check registry for the Board of County Commissioners.

Recommendation
Ratify the Warrant List.

Alternative(s)
Do not ratify the warrant list.

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Warrant List

Documents Requiring Action
Warrant List

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Board 022411w.pdf
Attachment: Board 021711w.pdf
Attachment: Board 030311w.pdf
Attachment: Warrant List Board.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. "BUDDY" IRBY
CLERK

TELEPHONE
(352) 374-3605

March 3, 2011

MEMORANDUM

TO: Board of County Commissioners

VIA: Todd Hutchison, Finance Director

FROM: Steve Donahey, Deputy Clerk

SUBJECT: Warrant List

PERIOD	WARRANT TYPE	NUMBERED	AMOUNT
02-17-11	Machine	2240188 – 2240433	$1,553,704.88
02-24-11	Machine	2240435 – 2240615	$1,098,472.43
03-03-11	Machine	2240617 – 2240802	$555,253.43

The above warrant lists are recommended for ratification by the Board.

TH/sd

March 22, 2011 Regular Board Meeting
Agenda Item #44

Title
Approval of the Board of County Commisison Minutes. (Amended)

Amount
N/A

Description
Approval the following Board of County Commission Minutes: January 18, 2011 January 25, 2011 February 1, 2011 February 25, 2011

Recommendation
Approve the following Board of County Commission Minutes: January 18, 2011 January 25, 2011 February 1, 2011 February 25, 2011

Alternative(s)
Do not approve the minutes.

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Minutes: January 18, 2011 January 25, 2011 February 1, 2011 February 25, 2011

Documents Requiring Action
Minutes: January 18, 2011 January 25, 2011 February 1, 2011 February 25, 2011

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources

N/A

Account Code(s)
N/A

Attachment: BOCC 012511.pdf
Attachment: BOCC 020111.pdf
Attachment: BOCC 022511.pdf
Attachment: BOCC 01182011.pdf

Tuesday, January 18, 2011 – 1:30 P.M.
John R. "Jack" Durrance Auditorium
County Administration Building
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners (BOCC) met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 1:33 P.M.

ADOPTION OF THE AGENDA

Commissioner DeLaney moved to adopt the agenda. The motion carried 4-0 with Commissioner Long out of the room.

1. BOCC Establishing Policies and Procedures for the Fiscal Year 2011-2012 Community Agency Partnership Program (CAPP)
   Amount: $900,297.00
   Recommended Action: Request the BOCC approve staff recommendations below regarding the establishment of policies and guidelines in the area of allowable expenditures for FY2011-2012: 1. On the issue of CAPP's funding goal, staff makes no recommendation to the BOCC and awaits BOCC direction; 2. On the issue of funding categories, staff makes no recommendation to the BOCC and awaits BOCC direction; 3. On the issue of 501(c)(3) tax-exemption status being a requirement of all applicants, staff recommends that applicants be required to have 501(c)(3) status and that it be current at the time of the application. In addition to being tax exempt, 501(c)(3) organizations, commonly known as charitable organizations, cannot be organized or operated for the benefit of private interests, are eligible to receive tax-deductible contributions, and have restrictions on lobbying activities. 4. On the issue of late applications, staff recommends that the BOCC not allow acceptance of late applications; 5. On the issue of mandatory workshop attendance, staff recommends that prospective applicant agencies be required to participate in a pre-application workshop (in person, online or via DVD), and that the rules and parameters of the workshop attendance be determined jointly by the County Attorney's Office and the Office of Purchasing; 6. On the issue of establishment of the maximum

number of program funding requests per applicant, staff recommends there be no limit; 7. On the issue of the establishment of a maximum funding amount per program, staff recommends there be no limit; 8. On the issue of expenditures having to directly benefit current program participants, as opposed to enriching the actual applicant agency, staff recommends continuation of this policy; 9. On the issue of arts/cultural, historical, and environmental enrichment programs, staff makes no recommendation but awaits BOCC direction; 10. On the issue of economic opportunity programs not being eligible for funding, staff makes no recommendation and awaits BOCC direction; 11. On the issue of economic development programs not being eligible for funding, staff makes no recommendation and awaits BOCC direction.

CAPP Program Manager Lee Roberts presented the above item.

Commissioner Byerly moved 3. On the issue of 501(c)(3) tax-exemption status being a requirement of all applicants, applicants will be required to have 501(c)(3) status and that it be current at the time of application. In addition to being tax exempt, 501(c)(3) organizations, commonly known as charitable organizations, cannot be organized or operated for the benefit of private interests, are eligible to receive tax-deductible contributions, and have restrictions on lobbying activities. 4. On the issue of late applications, the BoCC will not allow acceptance of late applications; 5. On the issue of mandatory workshop attendance, prospective applicant agencies will be required to participate in a pre-application workshop (in-person, online or via DVD), and that the rules and parameters of the workshop attendance be determined jointly by the County Attorney's Office and the Office of Purchasing; 6. On the issue of establishment of the maximum number of program funding requests per applicant, there will be no limit; 7. On the issue of the establishment of a maximum funding amount per program, there will be no limit; 8. On the issue of expenditures having to directly benefit current program participants, as opposed to enriching the actual applicant agency, this policy will continue.

Commissioner DeLaney requested that item 7 be pulled from the motion for further debate.

Commissioner Byerly moved the substitute motion 3. On the issue of 501(c)(3) tax-exemption status being a requirement of all applicants, applicants will be required to have 501(c)(3) status and that it be current at the time of application. In addition to being tax exempt, 501(c)(3) organizations, commonly known as charitable organizations, cannot be organized or operated for the benefit of private interests, are eligible to receive tax-deductible contributions, and have restrictions on lobbying activities. 4. On the issue of late applications, the BoCC will not allow acceptance of late applications; 5. On the issue of mandatory workshop attendance, prospective applicant agencies will be required to participate in a pre-application workshop (in-person, online or via DVD), and that the rules and parameters of the workshop attendance be

determined jointly by the County Attorney's Office and the Office of Purchasing; 6. On the issue of establishment of the maximum number of program funding requests per applicant, there will be no limit; 8. On the issue of expenditures must directly benefit current program participants, as opposed to enriching the actual applicant agency, this policy will continue.

Chair Pinkoson recognized Kali Blount and Mary Anderson who presented comments to the Board.

The motion carried 4-0, with Commissioner Long out of the room.

Commissioner Long entered the room at 1:48 P.M.

Commissioner Byerly moved that on the issue of the establishment of a maximum funding amount per program, there will be no limit.

Chair Pinkoson recognized Sally Guthrie and Mary Anderson who presented comments to the Board.

The motion carried 5-0.

Commissioner Byerly moved to establish as a preliminary goal that CAPP will receive the same adjustment as the rest of the general budget.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Byerly withdrew his motion.

Commissioner Long moved to give staff direction that the baseline for CAPP funding is one percent.

Chair Pinkoson recognized Financial Analyst John Valinski, County Manager Randall Reid, Community Support Services Director Elmira Warren, CAPP Program Manager Lee Roberts, Office of Management and Budget Director Suzanne Gable, Mary Anderson, Sheldon Packer, Dr. Theresa Harrison, Kali Blount, Eric Sandberg, and Diane Mauldin, who presented comments to the Board.

The motion failed 2-3, with Commissioners Baird, Byerly, and Pinkoson voting nay.

Commissioner Long moved that it is the intention of the BOCC to support CAPP in a similar manner as the prior fiscal year. The motion carried 3-2 with Commissioners Baird and Pinkoson voting nay.

Commissioner Long moved that the Board's criteria for CAPP funding be those agencies that assist in poverty reduction, including, but not limited to: basic assistance, food and shelter, healthcare, housing, supportive living, children's services, and economic opportunity. The motion failed for lack of a second.

Commissioner Long moved that the Board's criteria for CAPP funding be those agencies that assist in poverty reduction excluding economic development and recreation. The motion failed for lack of a second.

Commissioner Long moved

1. That the Board's criteria for CAPP funding be those agencies that assist in poverty reduction.
2. To fund these categories: basic assistance, food and shelter, healthcare programs, housing and supportive living, children's services that have long-term generational impact, and economic opportunity.

Commissioner Byerly requested that the funding categories include arts/cultural, historical, and environmental enrichment programs.

Commissioner Long moved the substitute motion

1. That the Board's criteria for CAPP funding be those agencies that assist in poverty reduction.
2. To fund these categories: basic assistance, food and shelter, healthcare programs, housing and supportive living, children's services that have long-term generational impact, economic opportunity, arts/cultural, historical, and environmental enrichment programs.

Commissioner Baird moved the substitute motion to limit the categories to

1. children's programs that address basic needs,
2. basic services: food and shelter and immediate care and safety.

Chair Pinkoson recognized Christine Hale, Kali Blount, Deborah Talbot, Jeff Lee, Jennifer Tragash, Sarah Mott, John Alexander, Sheldon Packer, Rocky Draud, Mary Hausch, Eric Sandberg, Gordon Tremaine, and Mary Anderson, who presented comments to the Board.

Commissioner Byerly requested that the motion be amended from "food and shelter and immediate care and safety" to "food, shelter/utilities, and healthcare for anyone".

Commissioner Baird moved the substitute motion to limit the categories to

1. children's programs that address early (pre-18) intervention,
2. basic services: food, shelter/utilities, and healthcare for anyone.

Tuesday, January 18, 2011 – 1:30 P.M.

Chair Pinkoson recognized Gordon Tremaine who presented comments to the Board.

Commissioner Byerly moved the substitute motion 1. That the focus of the Community Agency Partnership Program continue to be poverty reduction. 2. To limit the categories for CAPP funding to children's programs, food, shelter/utilities, and healthcare.

Chair Pinkoson recognized Jennifer Tragash, Sheldon Packer, Gordon Tremaine, County Manager Randall Reid, and Rocky Draud, who presented comments to the Board.

Commissioner Byerly moved the substitute motion 1. That the focus of the Community Agency Partnership Program continue to be poverty reduction. 2. To limit the categories for CAPP funding to food, shelter/utilities, and healthcare. 3. Children's programs, to be determined at a future meeting. The motion carried 4-1, with Commissioner Baird voting nay.

Commissioner Byerly requested that the CAPP Board or staff explain percentage funding of programs.

Chair Pinkoson recognized CAPP Program Manager Lee Roberts who presented comments to the Board.

There being no further business the meeting was adjourned at 5:20 P.M.

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J. K. Irby, Clerk to the Board
of County Commissioners

Tuesday, January 25, 2011 – 9:00 A.M. and 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in regular session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J. K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

Invocation (9:00 AM)

1. Invocation by the Reverend Hope Koski
Amount: N/A
Recommended Action: Hear Invocation by the Reverend Hope Koski

Reverend Hope Koski led the Invocation.

Pledge of Allegiance

2. Pledge of Allegiance
Amount: N/A
Recommended Action: Hear Pledge

Chair Pinkoson led the Pledge of Allegiance.

Approval of Agenda

3. Approve the Agenda
Amount: N/A
Recommended Action: A Motion to Approve the Agenda: (a) approve any amendments to the Regular and Consent Agenda; (b) adopt the Regular Agenda; and (c) approve all items on the Consent Agenda.

County Manager Randall Reid presented the following modifications to the agenda:

1. Item 9, Health Care Board: Addition of one late applicant for the position of "Health Care Consumer."

2. Deferral of Item 11, Request for Letters of Interest from Potential Private Sector Interests to Partner with the County to Develop its New Fairgrounds and Redevelop the Existing Fairgrounds Site.

Commissioner DeLaney moved to adopt the agenda as modified. The motion carried 5-0.

(The motion to adopt the agenda adopts the Regular Agenda and approves all items on the Consent Agenda.)

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator.

Communications Coordinator Mark Sexton presented the following announcements:

1. On February 1, 2011, at 6:00 P.M. the Alachua County Board of County Commissioners will hold a community dialogue/town hall meeting in the John R. "Jack" Durrance Auditorium to discuss the possibility of placing a one-cent sales tax for infrastructure on a future ballot initiative. For more information call 374-5204.
2. Some local businesses are still charging 6.75 percent sales tax. Citizens can call the State of Florida Department of Revenue at 1-800-352-9273 for more information.

Community Outreach

Recognitions and Proclamations

6. Proclamation: "Rosa Parks Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring February 4, 2011 as "Rosa Parks Day" in Alachua County, Florida.

Commissioner Long read and presented the Proclamation to Rev. Milford Griner who accepted it with gratitude.

Chair Pinkoson recognized Rev. Milford Griner who presented comments to the Board.

Appointments

7. Appointment to the Board of Adjustment
Amount: N/A
Recommended Action: Appoint one candidate to a citizen-at-large position, term ending October 2014.

Chair Pinkoson recognized Laura Dedenbach who presented comments to the Board.

Clerk Irby called on each Commissioner for their nomination for the Citizen-at-Large position on the Board of Adjustment.

Commissioner Baird nominated Brandon Kutner. Commissioners Byerly, DeLaney, Long and Pinkoson nominated Laura Dedenbach.

Commissioner Byerly moved appointment of Laura Dedenbach to the Citizen-at-Large designee on the Board of Adjustment. The motion carried 5-0.

8. Codes Enforcement Board Appointments
Amount: N/A
Recommended Action: Appoint one citizen to the Sub-Contractor position, to a term ending November 2013; appoint one citizen to the Businessperson position, to a term ending October 2013; appoint one citizen to the Alternate position, to a term ending October 2013.

Chair Pinkoson recognized Terry Martin-Back who presented comments to the Board.

Commissioner Byerly moved appointment of Terry Martin-Back as the Sub-Contractor designee on the Codes Enforcement Board. The motion carried 5-0.

Clerk Irby called on each Commissioner for their nomination for the Businessperson position on the Codes Enforcement Board.

Commissioner Baird nominated Gordon A. Bennett. Commissioners Byerly, DeLaney, Long, and Pinkoson nominated Bobbie J. Smith.

Commissioner Byerly moved appointment of Bobbie J. Smith as the Businessperson designee on the Codes Enforcement Board and Gordon A. Bennett as the Alternate designee on the Codes Enforcement Board. The motion carried 5-0.

9. Health Care Board - Two Appointments and One Confirmation
Amount: N/A
Recommended Action: Appoint one citizen to the Community Advocacy Group position, term ending November 2013, one citizen to the Health Care Consumer position, term ending November 2013, and confirm the nomination of one citizen to the position of Representative - Alachua County Health Unit, term ending December 2012.

Chair Pinkoson recognized Janice Moore who presented comments to the Board.

Commissioner Long moved approval of Diane Dimperio as the Representative of the Alachua County Health Unit to the Health Care Board. The motion carried 5-0.

Clerk Irby called on each Commissioner for their nomination for the Health Care Consumer position on the Health Care Board.

The Board unanimously nominated Janice Moore.

Commissioner DeLaney moved to appoint Janice Moore to the Health Care Consumer position on the Health Care Board with a term ending November 2013. The motion carried 5-0.

Clerk Irby called on each Commissioner for their nomination for the Community Advocacy Group position on the Health Care Board.

The Board unanimously nominated Tom Ward.

Commissioner DeLaney moved to appoint Tom Ward to the Community Advocacy Group position on the Health Care Board. The motion carried 5-0.

Community Planning Group

12. Extension of sunset date for the Recreation and Open Space Advisory Committee
Amount: N/A
Recommended Action: Adopt the Resolution extending the sunset date by seven years for the Recreation and Open Space Advisory Committee.

Recreation and Open Space Advisory Committee Chair Anne Koterba presented the above item.

Commissioner DeLaney moved to adopt Resolution 11-07 extending the sunset date by seven years for the Recreation and Open Space Advisory Committee. The motion carried 5-0.

Tuesday, January 25, 2011 – 9:00 A.M. and 5:00 P.M.

Time Certain Items

Public Comments (9:30 AM)

5. AM Public Comments
Amount: N/A
Recommended Action: Hear Public Comments.

Chair Pinkoson recognized Bob Holman who presented comments to the Board.

Presentations

10. 2011 Alachua County State Legislative Program
Amount: N/A
Recommended Action: Adopt the 2011 Alachua County Legislative Program.

MWW Group Senior Vice President Marion Turner presented the above item.

Chair Pinkoson recognized Penny Wheat and John Shearer who presented comments to the Board.

Commissioner DeLaney stated that she would be willing to discuss the Board's concerns regarding the State Legislative Program with Legislative Affairs Director Rick Mills.

Without objection, the Board agreed that Commissioner DeLaney would discuss the Board's concerns with Mr. Mills and bring back the Legislative Program to the next BOCC meeting.

Governmental Units

County Manager

(The following item was removed from the agenda by motion of the Board.)

~~11. Request for letters of interest from potential private sector interests to partner with the County to develop its new Fairgrounds and redevelop the existing Fairgrounds site~~
~~**Amount:** N/A~~
~~**Recommended Action:** Direct staff to distribute the attached Request for Letters of Interest from the private sector, requesting responses by March 15, 2011.~~

13. Request to advertise an ordinance to the Unified Land Development Code implementing the Multimodal Transportation Mitigation Program
Amount: N/A
Recommended Action: Direct staff to advertise a public hearing to consider Ordinance 11-XX to the Unified Development Code, at a soon to be held meeting of the Board of County Commissioners.

Impact Fee Administrator Jonathan Paul presented the above item.

Chair Pinkoson stated that at the end of discussion on the current item, the Board would recess until 3:00 P.M.

Chair Pinkoson recognized County Manager Randall Reid, County Attorney David Wagner, Alison Cox, Dean Cheshire, Rob Brinkman, Barry Rutenberg, Gerry Dedenbach, Svein Dyrkolbotn, and David Coffey, who presented comments to the Board.

Commissioner DeLaney moved 1. To direct staff to advertise a public hearing to consider Ordinance 11-XX to the Unified Development Code at a soon to be held meeting of the Board of County Commissioners. 2. To direct staff to set up a televised 5:30 P.M. public workshop prior to the public hearing. The motion carried 5-0.

Chair Pinkoson recognized County Manager Randall Reid and Communications Coordinator Mark Sexton who presented comments to the Board.

MEETING RECESSED AT 12:55 P.M.
MEETING RECONVENED AT 3:00 P.M.

Community Services Group

14. Transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, design and permitting of the two facilities associated with a Sustainable Solid Waste Program
Amount: $400,000.00
Recommended Action: Approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program.

Waste Alternatives Manager Sally Palmi presented the above item.

Chair Pinkoson recognized Public Works Director Richard Hedrick, County Attorney David Wagner, and John Locklear from HDR Engineering, who presented comments to the Board.

Commissioner DeLaney moved to approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program.

Chair Pinkoson recognized John Locklear, Public Works Director Richard Hedrick, Solid Waste Engineer Ron Bishop, County Attorney David Wagner, Mark Goldstein, Dwight Adams, Levon Gaston, Rob Brinkman, Penny Wheat, and John Schert, who presented comments to the Board.

Commissioner DeLaney moved the substitute motion to approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program including consideration and evaluation of technologies that can capture and recycle energy and organics from the municipal solid waste stream as received at the County's Material Recovery Facility.

Chair Pinkoson recognized Penny Wheat who presented comments to the Board.

Commissioner DeLaney moved the substitute motion:

1. To approve the Budget Amendment to transfer funds from Solid Waste Reserves for a location feasibility analysis for the organics recycling facility, and design and permitting of the organics recycling facility and the materials recovery facility for the Sustainable Solid Waste Program including consideration and evaluation of technologies that can capture and recycle energy and organics from the municipal solid waste stream as received at the County's Material Recovery Facility.
2. Convene an ad hoc, sunset technical advisory committee to review the organics recycling facility all the way through the process. Responsibilities of this committee would include but not be limited to, the following:
   a. Review ongoing plans and critique
   b. Receive and consider alternative waste disposal options
   c. Communicate with County staff, other governments and private entities regarding the technical issues posed by the proposed facilities
   d. Report conclusions to the Board of County Commissioners.

Chair Pinkoson recognized County Attorney David Wagner, Richard Hedrick, and County Manager Randall Reid, who presented comments to the Board.

The motion carried 5-0.

Evening Community Outreach and Public Hearing (5:00 PM)

Tuesday, January 25, 2011 – 9:00 A.M. and 5:00 P.M.

Proclamations, Recognitions and Presentations

20. Proclamation: "School Crossing Guard Appreciation Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring Friday, February 4th, 2011 as "School Crossing Guard Appreciation Day" in Alachua, County, Florida.

Chair Pinkoson read and presented the Proclamation to Field Service Technician Toni Fulton and Chief Deputy Sheriff David Huckstep, who accepted it with gratitude.

Chair Pinkoson recognized Field Service Technician Toni Fulton and Chief Deputy Sheriff David Huckstep who presented comments to the Board.

Public Comments - then resume Public Hearing (5:30 PM)

21. PM Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Chair Pinkoson recognized Laurie Newsome, Frank Fiordalisi, John Beck, Rob Brinkman, John Collins, Rod Gonzales, Wilbur Holloway, John Martin, Kathy Benton, Jerry Ford, and Keith Dunn, who presented comments to the Board.

15. Presentation: CHOICES Program Evaluation
Amount: N/A
Recommended Action: Hear the Presentation on the CHOICES Program Evaluation by Florida Survey Research Director Dr. Michael Scicchitano.

Community Support Services Director Elmira Warren and Dr. Michael Scicchitano presented the above item.

Quasi-Judicial/Zoning Items

New Business

22. Public Hearing: Shands Healthcare, Inc. Notice of Proposed Change to the SantaFe Village Development of Regional Impact and Substantial Deviation Determination
Amount: N/A
Recommended Action: Make a determination that, per Chapter 380.06(19), F.S., the requested change to the DRI Development Order does not constitute a Substantial Deviation. Based on the analysis of the aggregation criteria set forth in Chapter 380.0651, F.S., do not amend the Development Order to remove the Shands property from the Development of Regional Impact.

Senior Planner Missy Daniels presented the above item.

Commissioner Long moved to determine that the Shands Notice of Proposed Change by Shands Healthcare, Inc. to remove the 20 acre Shands Vista property form the SantaFe Village Development of Regional Impact does not constitute a "substantial deviation" to the SantaFe Village DRI Development Order, with the understanding that Shands Healthcare will then immediately withdraw its request for amendment of the DRI Development Order, and with the understanding that this motion does not in any way indicate that the Board will in the future support amendment of the DRI Development Order to remove the Shands Vista property from the DRI.

Chair Pinkoson recognized Assistant County Attorney David Schwartz and Gerry Dedenbach who presented comments to the Board.

The motion carried 5-0.

16. Interlocal Agreement with City of Gainesville (COG) and Alachua County Housing Authority (ACHA) for Office on Homelessness (OOH)
Amount: $72,000.00
Recommended Action: Approve and execute Amendment One to the Interlocal Agreement among the City Of Gainesville, Alachua County Housing Authority and Alachua County for the Office on Homelessness.

Poverty Reduction Program Director John Skelly presented the above item.

Commissioner Long requested a white paper on funding efforts by the Office on Homelessness.

Commissioner Long moved to approve and execute Amendment One to the Interlocal Agreement among the City Of Gainesville, Alachua County Housing Authority and Alachua County for the Office on Homelessness. The motion carried 4-1 with Commissioner Baird voting nay.

County Manager Reports

17. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

County Manager Randall Reid presented the following items:

1. Rebate Checks from GRU.

2. March 8, 2011 Meeting Cancellation

Commissioner DeLaney moved to cancel the March 8, 2011 Regular Meeting and reschedule for an off-Tuesday if needed. The motion carried 5-0.

3. NW 16th Avenue

Commissioner Byerly moved 1. To transmit a letter to the Mayor of Gainesville requesting comments from the City of Gainesville on Northwest 16th Avenue. 2. To attach to the letter an outline of the design approved tentatively by the Board of County Commissioners. 3. To have a staff member available to answer any questions from the City of Gainesville. 4. To rephrase the draft of the letter to request that the City specifically respond to the size of the planned lanes and the City's institutional vehicles. The motion carried 5-0.

Closing Comments

Commission Comments

19. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly moved to authorize the Chair to transmit a letter to the Sheriff that requests: 1. A staff-only meeting to discuss issues of enforcement of the night-time airboat curfew. 2. The Sheriff's input regarding the idea of a civilianization study only that would assess potential tax savings of transferring duties now performed by sworn personnel to non-sworn personnel.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

The motion carried 4-1, with Commissioner Baird voting nay.

Commissioner Byerly moved to request that Growth Management transportation planning staff present written comments on SW 16th Avenue at the thirty percent design presentation. The motion carried 5-0.

Public Comments - 15 minutes

23. PM Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Ted Kubisek who presented comments to the Board regarding his dog and Alachua County Animal Services.

County Manager Randall Reid stated that he would report to the Board concerning Mr. Kubisek's dog.

Adjourn

There being no further business the meeting was adjourned at 7:10 P.M.

CONSENT/Community Outreach

CONSENT/Governmental Units

County Manager

24. Report of Contracts Signed by the County Manager and County Staff for October and November, 2010
Amount: NA
Recommended Action: Accept the report and include a copy of the agreements in the minutes of the Board of County Commissioners.

Community Planning Group

25. Authorizing advertisement of a Notice of Public Hearing for the Town of Hague street vacation
Amount: N/A
Recommended Action: Adopt the Resolution authorizing the advertisement for Notice of Public Hearing for the Town of Hague street vacation.

26. "STOP" sign in Emerald Woods Subdivision
Amount: $100.00
Recommended Action: Approve the "STOP" Sign in the Emerald Wood subdivision at the intersection of NW 42nd Place at NW 68th Terrace

27. "YIELD" sign on NW 98th Street
Amount: $100.00
Recommended Action: Approve the "YIELD" sign on NW 98th Street at NW 270th Ave

28. Interfund Loan for $15,560 in association with the Water Conservation Cost-Share Agreement Between Alachua County and St. Johns River Water Management District
Amount: $31,120.00
Recommended Action: Approve Water Conservation Cost-Share Agreement with SJRWMD; Adopt the Resolution to increase uananticipated revenue; Approve the Budget Amendment, Interfund Loan for $15,560, and add a temporary .50 FTE to an existing permanent .50 FTE.

Tuesday, January 25, 2011 – 9:00 A.M. and 5:00 P.M.

Community Services Group

29. Creation of additional Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center.
Amount: $15,365.00
Recommended Action: Approve the addition of 0.5 FTE Victim Advocate Counselor position in the Office of Victim Services and Rape Crisis Center

30. Public Safety: Ratification of the documents implementing and ending the declaration of Emergency and Burn ban from December 22, 2010 to January 3, 2011
Amount: N/A
Recommended Action: Ratify the documents implementing and ending the declaration of Emergency and Burn ban from December 22, 2010 to January 3, 2011.

31. Department of Community Affairs (DCA) Signature Authority Forms (6)
Amount: N/A
Recommended Action: Authorize Chair to sign six (6) DCA Signature Authority Forms, certifying that the Finance Director and Clerk of the Court are authorized to sign Request for Funds and to electronically submit Request for Funds to the Florida Department of Community Affairs.

32. Jerry Walters Construction, Inc.: Change Order 1 to Purchase Order 131317
Amount: $8,723.00
Recommended Action: Approve the Finance Report and Change Order 1 to Purchase Order 101317, issued to Jerry Walters Construction, Inc. for property located in Booker, FL.

Tuesday, February 1, 2011 – 6:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney; Commissioners Susan Baird, Mike Byerly, and Rodney J. Long.

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Assistant County Manager Richard Drummond, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 6:00 P.M.

*****

ADOPTION OF THE AGENDA

Commissioner DeLaney moved adoption of the agenda. The motion carried 4-0.

I. Sales Tax: Pavement Management Program
Amount: N/A
Recommended Action: 1) Receive the report; 2) Support the placement of a referendum item on the 2012 election ballot requesting voter approval of a one-cent sales surtax for effective pavement management (Penny for Pavement).

County Engineer Dave Cerlanek presented the above item.

Commissioner Byerly entered at 6:15 P.M.

Chair Pinkoson recognized Office of Management and Budget Director Suzanne Gable and County Attorney David Wagner who presented comments to the Board.

Public Comments

Chair Pinkoson recognized Richard Williams, Jack Hughes, John Reiskind, John Martin, Rod Tuttle, John Collins, Bruce Nelson, Walter Willard, Bill Rosen, Thomas Jordan, Darlene Pifalo, Laurie Newsome, John Sheet, Herbert Cook, Kevin Bailey, James

Island, Walt Boyer, Harry Nichols, Karen Harrington, Jack Donovan, Stafford Jones, Rod Gonzalez, Matthew Hurst, Jeanne Calderwood, Wilber Holloway, Betsy Hurst, Judy Brumfield, and Richard Fletcher who presented comments to the Board.

There being no further business before the Board the meeting was adjourned at 8:04 P.M.

Friday, February 25, 2011 – 9:00 A.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney; Commissioners Susan Baird and Mike Byerly

Clerk of Court J.K. Irby, Sheriff Sadie Darnell, Property Appraiser Ed Crapo, Tax Collector Von Frasier, Supervisor of Elections Pam Carpenter, Chief Judge Martha Ann Lott, and Public Defender Stacy A. Scott.

ABSENT: Commissioner Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, Assistant County Attorney David Schwartz, Assistant County Manager Richard Drummond, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:08 A.M.

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ADOPTION OF THE AGENDA

County Manager Reid advised the Board that staff wish to add an item regarding the Window Replacement Project at the Alachua County Jail.

Commissioner Baird moved adoption of the agenda as amended. The motion carried 4-0.

I. Welcome

Chair Pinkoson thanked all those who attended the meeting to work on the financial concerns of the County.

II. FY12 Budget Development – Calendar Review

Office of Management and Budget Director Suzanne Gable presented the above item.

III. 2011 State Legislative Session – Potential Impacts County

The Supervisor of Elections advised the Board that the new voting machine legislation is still scheduled to take effect in 2016.

Sheriff Darnell stated that the mandatory certification for call dispatchers is required by the State. It is a six week course which the Sheriff's Office is already compliant with. The other thing that is going to affect the Sheriff's Office is the ban on bath salts and the Governor's initiative against pill mills.

IV. FY12 Fiscal Outlook for Alachua County

County Manager Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

V. FY12 Budget Development – Review of Initial Budget Principles

Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner Byerly moved to maintain 5% reserve policy for major operating funds and that items using funding from the Reserve be placed on the Regular Agenda not the Consent Agenda. The motion carried 4-0.

Commissioner Byerly moved to adopt that the County not anticipate strictly adhering to the split but instruct the County Manager to prepare a budget based on the past years budget allocations, reflective of the historic split, and based on existing millage and the simple majority.

Chair Pinkoson recognized Chief Judge Martha Lott, Sheriff Sadie Darnell, Supervisor of Elections Pam Carpenter, Clerk of the Court J.K. Irby, Eileen Roy, Laurie Newsome, Sally Dickinson, Jack Donovan, Rod Gonzalez, and Ed Brown who presented comments to the Board.

The motion failed 2-2 with Commissioners Baird and Pinkoson voting "Nay".

Chair Pinkoson stated that he will work with the County Manager to establish a schedule to change the Informal Meetings to noticed special meetings dedicated to working on the Budget to review each department and Constitutional Officer Budget for the year.

Commissioner DeLaney moved to allocate one time funds towards reserves or one-time expenditures, continue to provide a two year budget, and pursue reserves for replacement in areas that are needed.

Chair Pinkoson recognized Sheriff Sadie Darnell who presented comments to the Board.

The motion carried 4-0.

Commission General and Informal Discussion

Commissioner Byerly presented charts that he felt more accurately demonstrate where Alachua County ranks compared to other Counties in regard to tax rates.

Commissioner Byerly requested the following information regarding the Sheriff's Budget for the upcoming discussion regarding funding:

1. What is the budget is for the radiation unit?

2. Listing of all non law enforcement or incarceration related programs and personnel along with their cost. This would include programs for inmates at the jail, school guard programs, and anything else performed in the Sheriff's budget not related to incarceration and non law enforcement functions.

3. List of all Special teams when created, cost, and how they are funded.

4. Budget for the Billboard Advertising Program.

5. Updated call load data for all of Alachua County law enforcement agencies.

6. Updated staffing data for law enforcement, with the number of sworn sheriff's personnel per capita for each county in the state and the number of sworn law enforcement personnel per capita for each county in the state. The update should include the 5 new officers hired by GPD.

7. At least 5 year crime trends for the unincorporated area and Countywide.

Commissioner Byerly inquired of the Sheriff if she intends to cut the School Crossing Guard program immediately or is it an end of the budget year time frame.

Sheriff Darnell stated that it will depend on the results of the Budget Appeal Process however the plan is to not immediately take action on the matter. She has simply identified the necessary cuts that will be made should the funding appeal process not resolve her budget matters.

Commissioner Byerly stated that he would be interested in running the program if the Sheriff decides to not operate the program.

ADDED ITEM:

Contract between Alachua County and Peter Brown to Perform Phase I and II of the County's Jail Window Project

Chair Pinkoson recognized Facilities Manager Charlie Jackson and Andy Well of Peter Brown Inc., who presented the above item.

Commissioner Baird moved the following:

1. Approve the contract between Alachua County and Peter Brown Construction Co., Inc. in the amount of $543,360.

2. Approve of the revision in the Capital Improvement Program (CIP) authorizing a budget transfer of $85,342 from the SOE Roof Replacement Project to the ACSO Jail Window Replacement Project.

3. Authorize staff to proceed with identifying funds to complete the window replacement project.

4. The County will assume $25,000.00 aggregate builder's risk/installation floater deductable.

The motion carried 4-0 with Commissioner Long absent.

There being no further business before the Board the meeting was adjourned at 1:00 P.M.

March 22, 2011 Regular Board Meeting
Agenda Item #45

Title
Resolution Restructuring Rural Concerns Advisory Committee Membership (Amended)

Amount
N/A

Description
Request Adoption of the Resolution to restructure the membership of the Rural Concerns Advisory Committee to change two positions from 'members from unincorporated towns' to 'members residing in the unincorporated area outside the Urban Cluster.'

Recommendation
Adopt Resolution 11-__ to restructure the membership of the Rural Concerns Advisory Committee.

Alternative(s)
Do not approve the resolution and provide alternative direction.

Requested By
Holly Banner, 374-5249 x 2223

Originating Department
Growth Management

Attachment(s) Description
Resolution 11-__; draft Feb. 15, 2011 Rural Concerns minutes

Documents Requiring Action
Resolution 11-__

Executive Summary
The proposed resolution to restructure the membership of the Rural Concerns Advisory Committee will change the two 'members from unincorporated towns' positions to "members residing in the unincorporated area outside the Urban Cluster." This change will expand the pool of applicants while preserving the rural character of the Committee. The proposed change was reviewed by the Committee at the request of the County Commission, and the Committee recommended that the Board adopt the resolution as drafted. The resolution also includes editorial corrections to terminology in the whereas clauses.

Background
In October of last year the Advisory Board Coordinator submitted an agenda item for appointments to the Rural Concerns Advisory Committee. At the request of then County Commission Chair Chesnut in order to expand the eligible pool of applicants, the appointments were removed from the October 26th agenda and the Advisory Board Coordinator was asked to prepare a revision to Resolution 09-85: the modified resolution deleting the two "members from unincorporated towns" positions and increase the citizen-at-large positions from two members to four members was submitted to the Board on November 23. When the draft resolution was provided to the Rural Concerns Committee for review at their November 16 meeting, the Committee made a motion recommending the resolution be amended to instead change the two 'members from unincorporated towns' positions to 'members from the unincorporated area' rather than increasing the number of 'citizen-at-large' positions. When Chair Scott noted this recommendation as part of his presentation of the Rural Concerns Committee's Annual Report and Work Plan to

the Commission on November 23, the Board suggested changing the two 'unincorporated towns' positions to reference the unincorporated area outside the Urban Cluster rather than the entire unincorporated area to preserve the rural character of the Committee. Chair Pinkoson asked Chair Scott to discuss the suggestion with the Committee at their next meeting. The Board also agreed that since the item had already been discussed, once it had been reviewed by the Rural Concerns Committee it could come back to the Board for approval on the Consent Agenda. At its meeting on February 15 the Committee reviewed the draft resolution provided by the Advisory Board Coordinator incorporating the change suggested by the BOCC replacing the two 'unincorporated towns' positions with two 'members residing in the unincorporated area outside the Urban Cluster.' At that meeting, the Committee approved a motion to recommend that the Board of County Commissioners approve the draft resolution as provided by the Advisory Board Coordinator. The resolution also includes editorial corrections to the 2nd, 3rd and 4th whereas clauses to correct the terminology from 'term end' date to 'sunset' date each place it appears.

Issues
The definition of 'unincorporated town' has been a source of confusion over the years, making it difficult to determine applicants' eligibility for the category. The language 'unincorporated area outside the Urban Cluster' refers to a clearly defined geographic area that will make it much easier to determine an applicant's eligibility and expands the pool of eligible applicants while maintaining the rural nature of the Committee's membership.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: RuralConcernsResolution.pdf
Attachment: RCminutes021511draft.pdf

DRAFT

ALACHUA COUNTY ADVISORY COMMITTEE ON RURAL CONCERNS
MINUTES - February 15, 2011
Alachua County Extension Office

COMMITTEE MEMBERS PRESENT: Christ Etherton, Chris Kelly, Cindy Sanders, Ward Scott, Jerry Wasdin, Russ Weber

COMMITTEE MEMBERS ABSENT: Bill Brown, Jim Emerson, Winston Rushing, T.J. Strickland

STAFF PRESENT:
Ken Zeichner, Liaison, Principal Planner, Growth Management
Holly Banner, Planner, Growth Management
Heather Martin, Senior Environmental Specialist, Environmental Protection
Paul Still, Bradford Soil and Water Conservation District

CITIZENS PRESENT: John Eubanks

Chair Scott called the meeting to order at 4:00.

I. Agenda

Mr. Kelly made a motion to approve the agenda, seconded by Ms. Sanders.
ACTION: Motion passed unanimously.

II. Minutes

Ms. Sanders made a motion to approve the minutes from November 16, seconded by Mr. Kelly.
ACTION: Motion passed unanimously.

III. Chair's Comments

Chair Scott noted he had not heard back from Mr. Miller regarding the concern stated at the previous meeting, so he assumed the issue had been resolved another way.

IV. New Business

a. Presentation on Smartphone Application for Invasive Plants

Ms. Martin introduced Mr. Paul Still from the Bradford Soil and Water Conservation District to discuss work underway through a partnership with other counties and agencies in the area. Mr. Still explained the District's "Pulling Together Initiative" funded through a grant from Florida Fish and Wildlife Conservation Commission. He said the initiative was started in Bradford County to treat property owned by the City of Starke and some adjacent area owned by the St. Johns Water Management District with herbicides to get rid of invasive plants. Mr. Still said they wanted to broaden the program, and had received another grant from the State that would allow the group to treat properties in surrounding counties, primarily for tropical soda apple (TSA). He noted that cogongrass and more recently Japanese climbing fern were becoming problems

for agriculture as well, but that the funding would focus mainly on the TSA for the surrounding jurisdictions.

Mr. Still explained they would be working to partner with County Extension Offices, local utilities, and other local government agencies to provide educational workshops for the public in 13 counties in the area. Once possible sites were identified, the remaining money would then be used to purchase the chemical and sprayers to treat the identified properties.

The Committee asked questions and discussed which herbicides would be used, how many treatments would be needed, and also suggested Mr. Still contact Jay Ferrell, a weed specialist at IFAS who had done research on treatment of Tropical Soda Apple.

Ms. Martin then gave the Committee an overview of the new web application for identifying known locations with invasive species (http://whatsinvasive.com). She explained how the site could be used either on a personal smartphone, or through the internet on a computer. She showed how a point could be placed on a map for a siting, and how pictures can be uploaded for verification. She explained this data would be used to build the list of potential sites for Mr. Still's initiative to then come and treat the invasives. She shared a brochure about the site with the Committee, who suggesting placing it at various locations around the County, including at the various trails on Alachua County Forever properties. Mr. Zeichner also suggested putting brochures at the County Annex Building in the building permit waiting area. Mr. Still noted that the accumulation of data of known treatable sites would assist with future funding to do more treatment.

b. Discussion of Committee Restructuring

Mr. Scott told the Committee he discussed their comments from their November meeting on the proposed resolution restructuring the Committee with the Board of County Commissioners during presentation of the Committee's Annual Report and Work Plan. He said the Board members had suggested referencing the unincorporated area outside the Urban Cluster, rather than the entire unincorporated area to help maintain the rural character of the Committee. He shared with them that the Board asked him to go over the suggestion with the Committee at their next meeting, and then the item could return to the Board on their Consent Agenda for approval. The Committee reviewed the draft resolution provided by the Advisory Board Coordinator and Mr. Kelly made a motion to recommend that the Board approve the changes as stated in the current draft provided by the Advisory Board Coordinator, seconded by Ms. Sanders.

ACTION: Motion passed unanimously.

V. Old Business

a. Discussion of Tour Plans

Mr. Etherton told the Committee that the new leadership at Plum Creek was now in place and that some were anxious to work on the tour and others were still waiting. Mr. Scott asked whether it would help to invite someone from Plum Creek to attend the next meeting to discuss the possibility, and Mr. Etherton said that may be helpful and he would provide Ms. Banner with the necessary contact information.

Ms. Sanders told the Committee the Extension Office had set the date for their tour and workshop in April. She said the tour would visit six sites on April 15 to introduce the County Commissioners and any attending public to some of their local producers, and noted the members of the Committee were invited to attend.

b. Update on Status of Ear-Based Comprehensive Plan Amendments

Mr. Zeichner told the Committee the County received the Objections, Recommendations and Comments Report from the Florida Department of Community Affairs in December, and that they had noted only one objection relating to specification of intensity standards for industrial uses that could be addressed (per DCA) through notation of existing policies on required set asides for open space area without needing to make changes to the proposed policy language.

He also gave an overview of the comments provided by other agencies such as the Department of Environmental Protection, the St. Johns Water Management District, and the Florida Department of Transportation. He noted some modifications would be made to the draft policies to address changes at the state level relating to pending legislation such as SB 550, addressing in part inspection of septic systems, and changes in terminology relating to water supply planning by the water management districts. He also noted that some changes would be made to existing language to clarify the County's role in consumptive use permitting by the water management districts and remove some language preempted by the State.

Mr. Zeichner told the Committee staff had prepared a response to the ORC Report and would be posting it on the Growth Management website within a week or so. He also told them the scheduled date for the adoption hearing with the Board of County Commissioners is scheduled for April 5 in the evening.

Mr. Zeichner also noted the Board would be holding a workshop to discuss the proposed Multimodal Mitigation Program on March 15 at 5:30 PM.

VI. Citizen Comments

Mr. Still noted that Bradford County was concerned about the state's water supply planning process and the impacts any designations would have on

agricultural producers, primarily those who use water for frost protection of crops. He noted their concern over the use of the gauge at Graham, rather than the one at Worthington Springs, which he said was a more appropriate area of the Santa Fe River to measure for minimum flows and levels.

VII. Committee Member Comments

Mr. Kelly introduced John Eubanks who was interested in possibly applying for the Committee. Ms. Banner said she thought he would qualify for the unincorporated category, but that she would check to be sure.

Ms. Banner told the Committee the Board had approved the letters seeking interest in private partnerships to help fund the new fairground. Mr. Kelly said he thought he remembered the Public Works Department had started budgeting in money for maintenance of the current fairgrounds. Mr. Scott said they might want to get an update on the status after the deadline for receipt of the letters of interest.

VIII. Next Meeting

The Committee scheduled their next meeting for Tuesday, March 15, at 4:00 to discuss a possible tour with the Plum Creek representative.

IX. Adjourn

There was no quorum at the end of the meeting so there was no motion to adjourn.

The meeting ended at 5:20 p.m.
Approved: _____, 2011

RESOLUTION 11- 16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING RESOLUTION 09-085; MODIFYING THE MEMBERSHIP AND QUALIFICATIONS OF THE ALACHUA COUNTY ADVISORY COMMITTEE ON RURAL CONCERNS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 8, 2003 the Alachua County Board of County Commissioners ("the Board") adopted resolution 03-34, establishing the Advisory Committee on Rural Concerns ("Advisory Committee"); and

WHEREAS, on September 13, 2005 the Alachua County Board of County Commissioners adopted resolution 05-71, extending the ~~term end~~sunset date of the Advisory Committee from September 30, 2005 to March 31, 2006; and

WHEREAS, on March 14, 2006 the Alachua County Board of County Commissioners adopted resolution 06-20, further amending the establishing resolution, and extending the ~~term end~~sunset date of the Advisory Committee from March 31, 2006 to September 30, 2007; and

WHEREAS, on June 12, 2007 the Alachua County Board of County Commissioners adopted resolution 07-35, extending the ~~term end~~sunset date of the Advisory Committee to September 30, 2009; and

WHEREAS, on August 25, 2009 the Alachua County Board of County Commissioners adopted resolution 09-085, restating and amending the previous resolutions to extend the sunset date of the Advisory Committee to September 30, 2017 and decrease the size of the Advisory Committee by two members; and

WHEREAS, the Board of County Commissioners wishes to modify the membership and qualifications of the Advisory Committee;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Resolution 09-058, Section 2, is hereby amended as follows:

Section 2. The Advisory Committee shall consist of no more than eleven (11) members appointed by the Board plus one alternate member as follows:

Four (4) members actively involved in agriculture and/or silviculture,

~~Two (2) members from the unincorporated towns,~~

Two (2) members residing in the unincorporated area outside the Urban Cluster

One (1) member from the Farm Bureau,

One (1) member from the County Extension Office

One (1) member from the University of Florida Institute of Food and Agricultural Sciences (IFAS),

One (1) member from Preservation of Rural Property Values (PRPV), and

One (1) member plus one alternate member chosen at large.

The initial members of the Advisory Committee shall be the current members as of the adoption of this resolution. Initial terms shall be staggered so that approximately one-third (1/3) of the appointments expire each year. Following the initial appointments, all appointments shall be for three (3) year terms. Vacancies on the Advisory Committee shall be filled by the Board per the rules and procedures for appointments to advisory boards and committees.

Section 2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

(SEAL)

APPROVED AS TO FORM

_____
Dave W. Wagner, County Attorney

March 22, 2011 Regular Board Meeting
Agenda Item #46

Title
Report of Contracts Signed by the County Manager and Staff for January, 2011 (Amended)

Amount
N/A

Description
Request Approval of the Report of Contracts Signed by County Manager for January, 2011

Recommendation
Approve the Report of Contracts Signed by the County Manager and staff for January 2011 and include copies in the minutes of the Board of County Commissioners Board's

Alternative(s)
Do not accept the report and provide direction

Requested By
John Johnson - 338-7392

Originating Department
Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by County Manager and Staff during Janaury, 2011

Documents Requiring Action
Report of Contracts signed by County Manager and Staff - January 2011

Executive Summary
Report of Contracts signed by County Manager and County Staff during January, 2011 as authorized by guidelines adopted by the Board of County Commissioners . Copies of the agreements are to be include in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to include a copy of the contracts in the Boards Agenda. Not doing so would require revision of the Board's Guidelines

Fiscal Recommendation
Funding for or revenues derived from contracts are included in the appropriate annual budget and are detailed on the County Manager summary attached to each agreement

Fiscal Alternative(s)

NA

Funding Sources
various

Account Code(s)
various

Attachment: County Manager Contracts Signed January 2011.pdf

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7530	ALACHUA COUNTY HOUSING AUTHORITY	($49,000.00)	AGREEMENT FOR SERVICES RELATED TO THE NO WRONG DOOR GRANT	1/31/2010	COURT SERVICES	Funded under the No Wrong g Door Grant
NA	OLENO STATE PARK	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	12/22/2010	COURT SERVICES	
NA	WINDSOR VOLUNTEER FIRE DEPARTMENT	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	1/3/2011	COURT SERVICES	
6763	LOWES CLEANING SERVICES, INC	$31,742.64	FIFTH AMENDMENT FOR JANITORIAL SERVICES	1/4/2011	ADMINISTRATIVE SERVICES/FACILITIES	Adds new Guardian ad Litem Offices at (14 South Main Street)
7481	FLORIDA CERTIFIED ORGANIC GROWERS AND CONSUMERS	($20,701.00)	FUNDING AGREEMENT FOR THE GIFT GARDENS PROGRAM	1/4/2011	COMMUNITY SUPPORT SERVICES/CAPP	Funded through the CAPP* Program
7483	FLORIDA CERTIFIED ORGANIC GROWERS AND CONSUMERS	($48,600.00)	FUNDING FOR THE FARMER'S MARKET BET PROGRAM	1/4/2011	COMMUNITY SUPPORT SERVICES/CAPP	Funded through the CAPP* Program
7484	PLANNED PARENTHOOD OF NORTH FLORIDA	($31,501.00)	FUNDING FOR TEEN CLINIC PROGRAM	1/4/2011	COMMUNITY SUPPORT SERVICES/CAPP	Funded through the CAPP* Program
7510	FLORIDA NATURAL AREAS INVENTORY	$0.00	MEMORANDUM OF UNDERSTANDING REGARDING EXCHANGE OF ELEMENT OCCURRENCE GIS DATA	1/4/2011	ENVIRONMENTAL PROTECTION	
7485	FLORIDA FOOD SERVICES, INC	$2,400.00	AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS - JAN 13-16 2011	1/4/2011	PUBLIC WORKS/PARKS	For Food Show Exposition
7487	GAINESVILLE ROLLER REBELS, INC	$1,550.00	AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS - FEB 12-13, 2011	1/4/2011	PUBLIC WORKS/PARKS	For practice sessions
7488	GAINESVILLE ROLLER REBELS, INC	$8,040.00	AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS - JAN 1, 2011 - DEC 31, 2011	1/4/2011	PUBLIC WORKS/PARKS	For practice sessions
7428	CASSEAUX, HEWLETT AND WALPOLE, INC	($28,660.00)	AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES	1/4/2011	PUBLIC WORKS/REAL ESTATE	
6978	WOOD RESOURCE RECOVERY	RATE BASED	1ST AMENDMENT TO AGREEMENT FOR PROCESSING AND SCREENING OF VEGETATIVE WOOD WASTE	1/4/2011	PUBLIC WORKS/SOLID WASTE	Contract cannot exceed $50,000 in a fiscal year without Board approval.
7503	CITY OF GAINESVILLE	$0.00	AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS - Jan 3-7 and Feb 14-18	1/10/2011	PUBLIC WORKS/PARKS	For candidate Training
NA	BETHEL TEMPLE PH CHURCH	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	1/11/2011	COURT SERVICES	

*Community Agency Partnership Agency

**Community Development Block Grant Neighborhood Stabilization Program

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7509	UNITED STATES ENVIRONMENTAL PROTECTION AGENCY	$30,210.00	COOPERATIVE GRANT AGREEMENT FOR ENVIRONMENTAL POLICY AND INNOVATION FOR THE CAPACITY BUILDING FOR RESILIENT BIODIESEL PRODUCTION FROM WASTE VEGETABLE OIL	1/11/2011	ENVIRONMENTAL PROTECTION	County match $28,173 (in kind)
7347	CROSSFIRE CONSTRUCTION , INC	($4,000.00)	1ST AMEND TO REFURBISH PROPERTY LOCATED AT 2923 NE 11TH STREET	1/12/2011	GROWTH MANAGEMENT/HOUSING	Funded by the CDBG NSP** grant
7375	FLA HOMES, INC	($2,391.00)	1ST AMEND TO REFURBISH PROPERTY LOCATED AT 601 NE 10TH STREET	1/12/2011	GROWTH MANAGEMENT/HOUSING	Funded by the CDBG NSP** grant
7503	THREE RIVERS LEGAL SERVICES	($42,300.00)	AGREEMENT FOR FUNDING FOR THE HOUSING AND SSI/SSD LEGAL ASSISTANCE PROGRAM	1/14/2011	COMMUNITY SUPPORT SERVICES/CAPP	Funded through the CAPP* Program
NA	BOYS AND GIRLS CLUB OF ALACHUA COUNTY, EASTWOOD MEADOWS COMPLEX	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	1/20/2011	COURT SERVICES	
NA	BOYS AND GIRLS CLUB OF ALACHUA COUNTY, SE ROTARY UNIT	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	1/20/2011	COURT SERVICES	
7506	LIBERTY TIRE RECYCLING, INC	($45,000.00)	AGREEMENT FOR REMOVAL AND RECYCLING OF WASTE TIRES	1/20/2011	PUBLIC WORKS/TRANSFER STATION	Rate based agreement - amount is estimated
7507	SP RECYCLING CORPORATION	($45,000.00)	AGREEMENT FOR TRANSPORT OF RECYCLABLES FROM THE RURAL COLLECTION CENTERS	1/20/2011	PUBLIC WORKS/WASTE COLLECTION	Rate based agreement - amount is estimated
NA	THE ROCK OF GAINESVILLE	$0.00	MEMORANDUM OF UNDERSTANDING FOR THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	1/24/2011	COURT SERVICES	
7376	RICHARD O TILLIS CONTRACTING INC	($1,550.00)	1ST AMEND TO REFURBISH PROPERTY LOCATED AT 7402 NW 121ST LANE, ALACHUA	1/27/2011	GROWTH MANAGEMENT/HOUSING	Funded by the CDBG NSP** grant
7531	FRANK P. SAUER	RATE BASED	AGREEMENT FOR REAL ESTE CLOSING LEGAL SERVICES	1/28/2011	COUNTY ATTORNEY'S OFFICE	Used County-wide.

*Community Agency Partnership Agency

**Community Development Block Grant Neighborhood Stabilization Program

#7530

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 7, 2011

MEMORANDUM

To: Tom Tonkavich
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 31, 2011 & Received in Contracts February 3, 2011**

Attached please find one original of the document referenced below which was signed by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet for your files.

ALACHUA COUNTY HOUSING AUTHORITY

Agreement for Contractual Services to provide housing and related assistance to eligible clients of Court Services (No Wrong Door Grant #2009-D1-BX-0288)
Term: February 1, 2011 – September 30, 2013
Amount: $ 49,000.00 Annual Not to Exceed
Account: 100-3690-569.44-10 & 040-3600-622.44-10

Please forward the document to the vendor and keep a copy for your file. Enclosed is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Contractual Services Agreement with the Alachua County Housing Authority (ACHA) to provide housing for Court Services clients in the No Wrong Door grant program.		
DEPARTMENT: Court Services	**RETURN TO** Tom Tonkavich	**CONTACT:** Tom Tonkavich **PHONE** 491-4650	
DOCUMENT(S) REQUIRING ACTION:	Agreement for Contractual Services with the Alachua County Housing Authority (ACHA)	**AMOUNT:** $49,000 annually	

EXECUTIVE SUMMARY: Alachua County has been awarded two (2) federal Bureau of Justice Assistance grants to provide housing and other direct services for people under the supervision of Court Services who have a substance abuse and/or mental illness diagnosis. These services help people improve their lives, reduce new law violations, and improve compliance with Court Services supervision. The No Wrong Door grant provides funding for housing up to $45,000 per year for three (3) years and the Diversion Resource Coordinator grant provides up to $12,000 total over two (2) years. Combined these two (2) grants provide all needed funding for the proposed ACHA contract. The contract with the ACHA provides reimbursement not to exceed $1,250 per month, per unit on average for rent and other related expenses for three (3) longer term transitional housing units. It also includes reimbursement for use of a temporary rooming house or hotel room at a maximum of $50 per night. The contract includes a provision to reimburse ACHA for damages up to an aggregate maximum of $5,000 annually for all units combined, less any amounts collected from the participant.

BACKGROUND: Many people under the supervision of Court Services suffer from a substance abuse and/or mental illness. Some of these individuals are also homeless, destitute, and lack family or other social supports. These issues can prevent a person from successfully completing their term of supervision. In response to these issues, Court Services applied for and was awarded funding from the federal Bureau of Justice Assistance (BJA) for two grants entitled Diversion Resource Coordinator (DRC) and No Wrong Door (NWD). The DRC grant totals $178,870 including $12,000 for housing over a two (2) year period. The NWD grant totals $550,000 including $135,000 for housing over a three (3) year period. The NWD grant also provides funding for a Program Specialist who determines eligibility for services under both grants and works in close partnership with ACHA staff to assure people are appropriately placed and abide by all program rules. These grants also provide funding for expedited psychiatric evaluations, purchase of medications, and transportation. The project expects to serve 25 to 30 people annually.

ISSUES: None

ACTION

Recommendation: Following a favorable review, we recommend the County Manager sign the Agreement for Contractual Services with the Alachua County Housing Authority

BUDGETARY IMPACT

Recommendation: None

Funding Sources: Bureau of Justice Assistance grant funding

Associated Costs None

Account Code: 040-3600-622-44-10, 100-3690-569-44-10

ATTACHMENTS: Agreement for Contractual Services

SUGGESTED REFERENCE MATERIAL: Bureau of Justice Assistance grant applications

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
			RL	RHF	1/31/11

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 1st day of Feb., 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Alachua County Housing Authority, doing business at 703 NE 1st Street, Gainesville, Alachua County, Florida, 32601 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide housing for eligible clients of the Department of Court Services and related assistance including utilities, suitable furnishings, inspection and supportive services to assure client success and transition to longer term permanent housing; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective when executed by both parties continuing through September 30, 2013, unless earlier terminated as provided herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County As provided in Attachment "A"

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
   3.1. The Contractor is a professional qualified to perform the services described.
   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   4.1. The Contractor shall be paid a total sum not to exceed $49,000.00 annually, nor more than $147,000 over the entire contract term. Contractor will be reimbursed for

expenses, subject to the annual limit, incurred only as follows:

a. Rental Properties: Reimbursement not to exceed and average of $1,250 per month for each rental unit. Reimbursement shall be made for monthly lease cost, and such items as security deposit, utilities (electric, water, gas, sewer), pest control trash removal,re-decorating fees, renter's insurance, and costs of evictions, . The total amount reimbursed shall be net of all refunds, discounts and rebates.

b. Temporary rooming house or hotel room: Maximum of $50 per night for a one bedroom, one bathroom, all inclusive of all utilities (electric, water, gas, pest control, trash removal, parking).

c. In the event that client damages a dwelling unit in excess of the security deposit, and Contractor is liable for the damage, County will reimburse Contractor an amount not to exceed $5000 annually, in the aggregate, for all units.

As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and [the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Director
Alachua County Department of Court Services
14 NE 1st Street
Gainesville, FL 32601

4.2. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Contractor Gail Monahan, Executive Director
Alachua County Housing Authority

703 NE 1st Street
Gainesville, FL 32601

4.4 No Additional reimbursable expenses will be paid under this Agreement.

4.5 Regardless of anything contained herein, the County shall not be liable to reimburse for anything prohibited by the No Wrong Door Grant.

5. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

See attachment A.

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Billy Williams	*Section 8 Housing Counselor*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The Executive Director may authorize changes to this list, acceptable to the County in writing.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Director
Alachua County Department of Court Services
14 NE 1st Street
Gainesville, FL,32601

Contractor:

Gail Monahan, Executive Director
Alachua County Housing Authority
703 NE 1st Street
Gainesville, FL 32601

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8. Default and Termination.

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Director of Court Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. In the event of such termination for convenience, Contractor is entitled to continued reimbursement for all ongoing leases, not to exceed 12 months, but Contractor shall not renew those leases. Contractor shall be entitled to continue existing temporary housing for 7 days. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance

or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B"

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly

relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any

financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

Date: 1/31/11

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST
By: _____
Print: Rhonda Stroman
Title: Director of Special Projects ACHA

Alachua County Housing Authority

By: _____
Print: Gail Monahan
Title: Executive Director

Alachua County Housing Authority
703 N.E. 1st Street
Gainesville, FL 32601

ATTACHMENT A: SCOPE OF SERVICES

Alachua County Department of Court Services will:

1. Identify and screen individuals, assess needs, and determine individual client eligibility for housing services under this contract.
2. Obtain releases of information to communicate with ACHA and others as appropriate.
3. Review and obtain client agreement with program rules to assure they understand the terms of the rental housing being provided, rules to follow including reasons for termination of housing supports.
4. Staff case with ACHA before making a final determination on acceptance and case plan.
5. Escort client with other assistance to ACHA and assist with required paperwork.
6. Escort client with other assistance to housing site, review condition, complete inventory, and review rules
7. Make payment to ACHA upon receipt of a monthly invoice.
8. Initiate contact and reporting process for clients other Court Services supervising agent(s)
9. Provide any available furnishings to ACHA for the property.

Alachua County Housing Authority will:

1. Work to identify and contract with individual landlord(s) to obtain rental properties at mutually agreed upon locations, including:
   a. Two (2) - three bedrooms, one bathroom unit
   b. One (1), - two bedrooms, one bathroom unit
   c. One (1), one bedroom, one bathroom unit in a rooming house or hotel for temporary emergency housing
2. ACHA is to assume all responsibility for acquiring utilities in the name of ACHA and shall be responsible for payment of same.
3. Routinely inspect the properties during the period of this contact to assure appropriateness, safety, and suitability for occupancy by referred clients. ACHA will work with the landlords to assure prompt correction of any deficiencies.
4. Submit a monthly invoice to Court Services for the rental properties.
5. ACHA shall provide all household furnishings necessary to make the household a home for recovery.
6. Provide supportive services including but not limited to access to Florida Works, bus passes, food stamp application assistance, and clothing vouchers.
7. Identify and apply for long term housing supports.
8. Not withhold or terminate housing services for any client unless mutually agreed upon by Court Services, such agreement shall not be unreasonably withheld. .
9. Provide all rental housing inclusive of utilities including electric, gas, & trash removal.
10. ACHA will work with the landlords to assure pest control, parking, and routine maintenance are provided in accordance with the lease agreement.
11. Contract separately with clients for reimbursement of any damages beyond normal

wear and tear.

12. If client is terminated from No Wrong Door program by Court Services, then ACHA shall evict client and make arrangements for removal of client's personal items from property in accordance with law.

Alachua County Court Services and Housing Authority Joint Responsibilities:

1. Conduct scheduled and random room and housing unit inspections, one business day after placement; at least once each week; and upon notification of any rule violation.
2. Assist clients in learning activities of daily living skills
3. Conduct periodic "house meetings" to help clients live and recover together
4. Work to resolve housing and roommate issues and client grievances

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A": "ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: and Mailing Address	**Alachua County Board of County Commissioners c/o Ebix P.O. Box 257 Portland, MI 48875**

#7531

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 8, 2011

MEMORANDUM

To: Dave Wagner
County Attorney

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
January 28, 2011 & Received in Contracts February 7, 2011

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above.

SAIER. FRANK P.
Professional Legal Services regarding land acquisitions and real estate transactions
Term: February 1, 2011 – September 30, 2012
Amount: Rate Based Account:

Please forward this document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: Dave Wagner/Eileen Hodges
Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

PROFESSIONAL SERVICES AGREEMENT FOR ATTORNEY

This agreement is entered into this 28th day of January, 2011, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as County" and Mr. Frank P. Saier, hereinafter referred to as Attorney".

WITNESSETH

Whereas, the County desires to employ an attorney to provide closing services for land acquisitions and to provide legal advice on all real estate transactions; and

Whereas, Attorney is qualified to provide these services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term. This agreement is effective for one year beginning the 1st day of February 2011, and continuing through the 30th day of September, 2012, until terminated pursuant to paragraph 7, herein.

2. Representations and Warranties. By executing this Contract, Attorney makes the following express representations and warranties to the County:

a. Attorney is professionally qualified to act as the attorney for the County, is licensed to practice law and is a ten year member in good standing with the Florida Bar.

b. Attorney shall maintain all necessary licenses, permits or other authorizations necessary until Attorney's duties hereunder have been frilly satisfied;

3. Duties of Attorney. Attorney shall have and perform the following duties, obligations, and responsibilities to the County:

a. Perform standard closing services for the County such as:

i. providing closing services for land acquisitions made by Alachua County.

ii. preparing documents and providing legal advice to the County on all real estate transactions, which may include, but are not limited to:

(1) preparing the closing documents (including deeds and conservation easements),

(2) preparing and reviewing related documents throughout the negotiation process (including deeds and conservation easements)

(3) verifying that the title is clear from any liens or encumbrances,

(4) ordering lien payoffs,

(5) attending the closings,

(6) reviewing closing documents,

(7) acting as an escrow agent,

(8) recording the documents, and

(9) providing legal advice to the County regarding such acquisitions.

b. Perform additional and exceptional legal consulting services. Specific services must be requested in writing by County.

c. Adhere to the Rules of Professional Conduct and the Rules Regulating the Florida Bar.

4. Duties of the County. For its assumption and performance of the duties, obligations and responsibilities set forth herein, Attorney shall be paid by the County as follows:

a. Attorney shall be paid for those services required by this Contract allocated in the following manner:

i. for standard closing services:

(1) title insurance shall be issued at the "promulgated rate," which is the lowest rate permitted by the Insurance Commission.

(2) title search fee billed at $75.00

(3) exam fee billed at $75.00

ii. for additional and exceptional legal consulting services:

(1) $125.00/hour for additional services only after written authorization from the County.

b. Reimbursable expenses will be paid by the County to Attorney for the following costs outlined below if approved in advance in writing. Attorney will invoice for reimbursable costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation.

i. Travel expenses shall be paid in accordance with Section 112.61, Florida Statutes, and County policies and procedures.

ii. Other expenses will be reimbursed as follows:

(1) photocopies-$0.15 per copy or actual cost if out sourced;

(2) postage-actual cost;

(3) long distance telephone-actual cost;

(4) fax-actual long distance telephone cost only.

iii. If authorized in writing in advance by the County's representative, the cost of other expenditures made in the interest of the work effort.

c. If Attorneys duties, obligations and responsibilities are materially changed through no fault of Attorney after execution of this Contract, additional compensation shall be paid as outlined herein.

d. As a condition precedent for any payment, Attorney shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and costs due. Attorney's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. Attorney's invoice shall be accompanied by such documentation or data in support of costs for which payment is sought as the County may require. Each invoice shall bear the signature of Attorney, which signature shall constitute Attorney's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the costs included in the invoice have been reasonably incurred in accordance with this agreement, that all obligations of Attorney covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Attorney that payment of any portion thereof should be withheld. Submission of Attorney's invoice for final payment shall further constitute Attorney's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of Attorney to others, including its consultants, incurred in connection with the Project, will be paid in full. Attorney shall submit invoices to the County at the following address:

Ramesh Buch
Land Conservation Manager
201 SE 2nd Avenue, #201
Gainesville, Florida 32602

In the event that the County becomes credibly informed that any representations of Attorney relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to Attorney until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

e. The County shall make payment to Attorney, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Frank D. Saier
Scruggs & Carmichael
4041 NW 37th Place, Suite B
Gainesville, Florida 32606-6174

5. Nonexclusive. This is a non-exclusive agreement with Attorney. County reserves the right to enter into contracts with other attorneys for the provision of the same services.

6. Notice of Termination or Default. Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Law Office's and County representative are:

County: Robert Livingston, Assistant County Attorney
Alachua County Attorney
P O Box 2877
Gainesville, Florida 32602

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

7. Termination.

a. The County may terminate the agreement without cause. The County's County Manager is authorized to provide written notice of termination on behalf of the County.

b. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to Attorney. The County will be the final authority as to the availability of funds. The County will pay Attorney for all work completed prior to any notice of termination.

8. Indemnification.

a. The Attorney shall indemnify and save harmless and defend the County, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortuous act, whether intentional or negligent, of the Attorney, his or her officers, agents, subcontractors, or employees, or any like person or entity in the performance of services under this Agreement.

b. The Attorney shall require all subcontractors to enter into an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors fully indemnities the County in accordance with this Agreement.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Attorneys insurance coverage. This indemnification provision shall survive the termination of this Agreement.

9. Insurance.

a. The Attorney shall provide, pay for, and maintain in force at all times during the term of this Agreement Professional Liability Insurance (errors and omissions).

b. Such policy or polices shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this section shall provide coverage for any and all claims based on the actions of the Attorney in performing his or her services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least Five Hundred Thousand Dollars ($500,000.00).

c. Prior to the commencement of work hereunder, the Attorney shall furnish to the County a certificate or written statement of the required insurance.

d. The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting the Attorneys liability under the provisions of the indemnification clause.

10. Project Records. Attorney will retain all records relating to this agreement for three years after the completion of all work is performed. Attorney will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, Attorney will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

11. Permits. Attorney will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations. Attorney will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Attorney is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Attorney is not familiar with state and local laws, ordinances, code rules and regulations, Attorney remains liable for any violation and all subsequent damages or fines.

13. Assignment of Interest. Neither party will assign nor transfer any interest in this agreement without prior written consent of the other party.

14. Successors and Assigns. The County and Law Office each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

15. Independent Contractor. In the performance of this agreement, Attorney is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Attorney is solely responsible for the means, method, technique, sequence, and procedure utilized by Attorney in the full performance of the agreement.

16. Collusion. By signing this agreement, Attorney declares that this agreement is made without any previous understanding, agreement, or connections with any persons, Law Offices or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest. Attorney warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Attorney shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Prohibition Against Contingent Fees. Attorney warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. Severability. If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

21. Non Waiver. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

22. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

COUNTY:

ALACHUA COUNTY

Randall Reid, County Manager

APPROVED AS TO FORM

ATTORNEY:

Frank P. Saier 1-25-11

Frank P. Saier

#7510

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 24, 2011

MEMORANDUM

To: Kelly McPherson
Environmental Protection

From: John Johnson, Grants & Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager. Also attached is a copy of the Green Sheet.

FLORIDA NATURAL AREAS INVENTORY
****MOA regarding Exchange of Element Occurrence GIS Data**

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Renew Florida Natural Area Inventory, Memorandum of Agreement Regarding Exchange of Element Occurrence GIS Data

DEPARTMENT:	**RETURN TO**	**CONTACT:** Kelly McPherson
EPD	Kelly McPherson	**PHONE** 264-6848

DOCUMENT(S) REQUIRING ACTION:	Florida Natural Area Inventory, Memorandum of Agreement Regarding Exchange of Element Occurrence GIS Data	**AMOUNT:** $200 savings annually

EXECUTIVE SUMMARY: This item requests the County Manager to renew an agreement with the Florida Natural Areas Inventory that would allow ACEPD to receive Element Occurrence GIS Data used in evaluation of properties for acquisition and development review.

BACKGROUND: The Florida Natural Areas Inventory (FNAI) maintains and provides a digital coverage of the Florida Element Occurrence Data, which depicts rare species and natural community localities throughout the State. The Environmental Protection Department utilizes these data in the process of development review and for the purpose of evaluating properties for acquisition through the Wild Spaces Public Places program. Staff is currently using data from 2009.

The execution of the attached Memorandum of Agreement Regarding Exchange of Element Occurrence GIS Data will allow Alachua County EPD to receive updated Element Occurrence Data with no monetary charge, in exchange for providing data back to FNAI in the form of new observations of rare species or updates of current observations.

ISSUES: If EPD fails to provide information to FNAI on 25 element occurrences, Alachua County may be subject to the $200 data usage fee.

ACTION

Recommendation: Approve and sign the Florida Natural Area Inventory, Memorandum of Agreement Regarding Exchange of Element Occurrence GIS Data

BUDGETARY IMPACT

Recommendation: Approval of this agreement will save the County approximately $200 per year.

Funding Sources:

Associated Costs

Account Code:

ATTACHMENTS: Florida Natural Area Inventory, Memorandum of Agreement Regarding Exchange of Element Occurrence GIS Data

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/4/10

FLORIDA NATURAL AREAS INVENTORY

Memorandum of Agreement
Regarding
Exchange of Element Occurrence GIS Data
Form revised 15 December 2010

This Agreement is between the Florida Natural Areas Inventory (FNAI), and

Alachua County Environmental Protection Department (Client).

Each party agrees to the Terms listed below.

A. FNAI will meet the following Terms:

1. FNAI will provide, at no charge to the Client, an electronic copy of portions of the Florida Element Occurrence (FLEO) Geographic Information Systems (GIS) database to the Client. The portions of FLEO provided are defined as follows:

   a. Data for the following Counties:

   Alachua;

   and/or,

   b. Data for the following Species:

   _____.

   c. Total number of Element Occurrences provided: **659**.

B. The Client will meet the following Terms:

1. Client will not sublicense, sell, rent, lease, loan, transfer, assign, or provide access to electronic versions of the FNAI FLEO data received per this Agreement, in whole or in part, to any third party.
2. Client will cite FNAI as the source of the FLEO data in all products, publications, or presentations containing representations of all or portions of the data. Client will include the data version date in any citation.
3. Client will provide information to FNAI sufficient to substantially update a number of element occurrences equal to the lesser of:

   a. Twenty-five percent (25%) of the number of occurrences included in the FLEO data provided to the Client per Term A-1 of this Agreement, or

   b. Twenty-five (25) element occurrences.

   c. That number, for this Agreement, is: **25** element occurrences.

4. Information provided by the Client will count toward Term B-3 if it pertains to an element (species or natural community) tracked by FNAI, as listed in the Tracking List maintained on FNAI's website, and meets any of the following criteria:
    a. A new element occurrence for the FNAI FLEO database, including information sufficient to complete an Element Occurrence Record;
    b. An updated observation of an existing Element Occurrence, with information sufficient to update the "EO Data", "General Description", "EO Rank", and "Last Observation Date" fields of the FLEO database;
    c. An EO Rank indication of "Failed to Find" for an occurrence will count if all of the following conditions are met:
        i. A reasonable survey effort is made using standard survey methods appropriate for the species, such as surveying during appropriate seasons, trapping, etc.;
        ii. GPS coordinates are provided indicating the surveyor was within reasonable distance of the occurrence location; and
        iii. A description of the current condition of the location is provided sufficient to update the "EO Data" and "Description" fields of the FLEO database.

TIMELINE FOR FULFILLMENT OF TERMS

FNAI agrees to provide the FLEO data to the Client within five (5) business days of the date this Agreement is signed by both parties.

The Client agrees to meet the requirements of Terms B-3 and B-4 by this Exchange Fulfillment Date:

December 31, 2011.

If the requirements are not met by this date, FNAI reserves the right to charge the Client the standard fee in effect on the Exchange Fulfillment Date, for the FLEO data provided.

After the Exchange Fulfillment Date, the Client will no longer make use of the FNAI FLEO data for any purpose other than internal archival reference.

SIGNATURES

	FNAI:	Client:
Signed:		
		RANDALL H. REID, COUNTY MANAGER
Name:	JONATHAN OETTING	
Title:	CONSERVATION PLANNER	
Date:	12/21/2011	APPROVED AS TO FORM
		ALACHUA COUNTY ATTORNEY

Additional Guidelines

For Selecting Data for Submission to FNAI

Beyond the terms outlined in section B-4 of the above agreement, FNAI recommends the following guidelines for determining what data would be suitable for submission to FNAI for inclusion in the FNAI Element Occurrence database:

- **Rarity** – Each species and natural community tracked by FNAI is assigned global and state rarity ranks. The rarest and/or most threatened elements from a global perspective are ranked G1, while the most common and secure species are ranked G5 (the rarest elements within Florida are ranked S1; for example an element can be ranked G5/S1). FNAI recommends data collection be prioritized by G Rank and focused on elements ranked G1-G3. Ranks for all tracked elements are listed in the Tracking List available on the FNAI website.
- **Viability** – In general, element occurrences document ongoing populations of a species found in viable habitat that supports the species (or, for natural communities, relatively high quality, undisturbed examples of the community). In most cases, casual observations are not sufficient to designate an element occurrence. For bird species for example, established rookeries or long-term foraging sites are suitable EOs, while observing a single bird flying overhead may not be. For the rarest (G1/S1) species however, any observation may be sufficient. FNAI scientific staff can provide additional guidance for particular species.

In addition, the attached FNAI Field Form provides detailed guidelines on the types of information required and recommended for documenting an element occurrence.

#7507

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 24, 2011

MEMORANDUM

To: Ed Lontz, Waste Management Office
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 20, 2011 & Received in Contracts January 24, 2011**

Enclosed please find one original of the document which is referenced below that was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

SP RECYCLING CORPORATION

Agreement to provide Transportation of Recyclables from the Rural Collection Centers
Term: October 1, 2010 – September 30, 2012
(Option to renew for 2 additional 2-year periods)
Amount: $45,000.00 Est. Account: 403-7610-534.43-99
BID # 11-47

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

Cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement between Alachua County and S.P. Recycling Corporation for the transportation of recyclable materials at the Rural Collection Centers

DEPARTMENT:	RETURN TO	CONTACT: Ed Lontz
Public Works	Waste Management Office	PHONE #: 334 - 0172

DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and S.P. Recycling Corporation for transportation of recyclable materials at the Rural Collection Centers	AMOUNT: Est. $45,000.00

EXECUTIVE SUMMARY: The County operates five rural collection centers for drop off of solid waste, recyclables and household hazardous waste. The Rural Collection Center recycling program requires weekly collection and transportation of recyclable materials from the collection centers to the processing facility at the Alachua County Leveda Brown Environmental Park.

A budget has been established for Fiscal Year 2010-2012 for the transportation of recyclable materials agreement. The current Agreement for collection and transportation of recyclables expired on September 30, 2010.

BACKGROUND: Since 1984 the County has operated five rural collection centers for drop off of solid waste, recyclables, and household hazardous waste. The collection center recycling program has used contractors for collection and transportation of recyclable materials through rate based services on demand. This department reviewed the bids and references of the contractors. The contractor with the lowest approved bid was S.P Recycling Corporation

ISSUES: Collection and transportation services provided by a contractor are needed for continued operation of the Rural Collection Centers recycling program. This is the agreement with S.P. Recycling for those services.

ACTION

Recommendation: Staff recommends that the Manager approve and execute the Agreement between Alachua County and S.P. Recycling Corporation

BUDGETARY IMPACT

Recommendation:	That S. P. Recycling Corporation be compensated for transportation services provided to the collection centers.
Funding Sources:	Rural Collection Center budget
Associated Costs:	None anticipated
Account Code:	403-7610-534.43-99

ATTACHMENTS:	Agreement between Alachua County and S.P. Recycling Corporation for transportation of recyclable materials at the Rural Collection Centers.
SUGGESTED REFERENCE MATERIAL:	Bid for transportation of recyclable materials services submitted by S.P. Recycling Corporation.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
1-11-11			RL	RHR	1/20/11

AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this 20th day of Jan., 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and SP Recycling Corporation doing business at 5121 NE 63rd Avenue, Gainesville, FL 32609 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide transportation of recyclable materials; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for two year(s) beginning October 1, 2010 and continuing through September 30, 2012 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods and the same terms and conditions outlined herein.

2. **Duties of the Contractor**. The Contractor shall have and perform the duties, obligations, and responsibilities to the County as specified in the Specifications for transportation of recyclable materials for Alachua County (Attachment A).

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

   3.1. The Contractor is a professional qualified to perform the services described.

   3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

   3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

Transportation Charges Per Commodity	Complete Route Five (5) Collection Centers	Partial Route Four (4) Collection Centers	Partial Route Four (3) Collection Centers	Partial Route Four (2) Collection Centers
Cardboard	350.00	325.00	225.00	175.00
Magazines/Mixed Paper	200.00	175.00	145.00	125.00
Newspaper	No Charge	No Charge	No Charge	No Charge
Grand Total	**550.00**	**500.00**	**370.00**	**300.00**

4.1. The Contractor shall be paid $35.00 for transportation of each County owned containers (dumpsters) from one location in the County to another as directed by the County.

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Transfer Station
ATTN: Collection Centers Operations Supervisor
Post Office Box 1188
Gainesville, FL 32602

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

SP Recycling
5121 NE 63rd Avenue
Gainesville, FL 32609

4.4. No additional reimbursable expenses will be paid under this agreement.

5. **Duties of the County**. The County shall have and perform the duties, obligations, and responsibilities to the Contractor as specified in the Specifications for transportation of recyclable materials for Alachua County (Attachment A).

6. **Personnel**.

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Charles Hobson	Division Manager

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names.

7. **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County: Assistant Public Works Director/Waste Management
Alachua County Waste Management Division
PO Box 1188
Gainesville, FL, 32602

Professional: Charles Hobson
5121 NE 63rd Avenue
Gainesville, FL 32609

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Buddy" Irby Clerk of the Court Post Office Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting	and	Office of Management and Budget Attn: Contracts/Grants 105 SE 1st Avenue, Suite 6 Gainesville, Florida 32601

8. **Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Assistant Public Works Director/Waste Management is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2. The County may also terminate the Contract without cause by providing 30 days written notice to the Contractor. The Assistant Public Works Director/Waste Management is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

8.4 The Contractor may also terminate the Contract without cause by providing 30 days written notice to the County. If for any reason the Contractor's operating permit(s) is suspended or not renewed, the Contractor may terminate the Contract with no less than twenty-four hours notice in writing to the County.

9. **Project Records.**

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement

project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for the execution of its work. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

12. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest**. The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)
By: _____
Print: Michelle Thornhill
Title: Vice President - SPRC

SP RECYCLING CORPORATION

By: _____
Print: CHARLES E. HOBSON JR
Title: DIVISION MANAGER

ATTACHMENT A:

SPECIFICATIONS FOR TRANSPORTATION OF RECYCLABLE MATERIALS FROM THE RURAL COLLECTION CENTERS FOR ALACHUA COUNTY

1.0 SCOPE OF WORK

1.1 The purpose and scope of these specifications are to establish the requirements to provide for collection and transport of recycled commodities to the Alachua County Leveda Brown Environmental Park recycling facility located at 5120 NE 63rd Avenue. Containers shall be located at the five Rural Collection Centers:

1.1.1 Alachua/High Springs, 16929 NW US Hwy 441
1.1.2 Fairbanks, 9920 NE Waldo Rd.
1.1.3 Archer, 19401 SW Archer Rd.
1.1.4 Phifer, 11700 SE Hawthorne Rd.
1.1.5 North Central, 10714 N State Rd. 121

1.2 Alachua County shall provide containers for the separated collection of corrugated cardboard, magazines, mixed paper and newspaper.

1.3 The contractor is responsible for picking up all spilled material when emptying containers. Containers are normally serviced on a frequency of once each week per commodity. On the County's request, frequency may change from time to time.

1.4 It is the responsibility of the Contractor to become familiar with and determine for him/herself the nature and condition affecting the collection of recyclable materials, as well as the location for collections designated by the County.

1.5 The Contractor shall provide, at his/her own expense, all labor, insurance (where applicable), supervision, machinery and equipment, plant buildings, trucks and other tools, equipment, accessories and things necessary to maintain the standards of collection and disposal set forth herein.

1.6 The contractor shall provide transportation services for county owned containers (dumpsters) to various locations throughout the County on an as needed basis

1.7 The round trip mileage to the Transfer Station from each of the Collection Center Locations is as follows:

1.7.1	Archer:	42 miles
1.7.2	High Springs:	46 miles
1.7.3	Fairbanks:	7 miles
1.7.4	North Central:	18 miles
1.7.5	Phifer:	24 miles

1.8 Quantities listed herein are only estimated and the County reserves the option to increase and/or decrease quantities, delete or add items as required. If adding items, the County will reserve the option to accept a price mutually agreed upon or obtain said items via County's regular procurement Procedures.

2.0 ANNUAL PRICE ADJUSTMENT

2.1 Any price adjustments requested by either party (whether an increase or decrease) will not exceed an amount equal to the change in the Consumer Price Index for the preceding twelve (12) months as calculated and published by the United States Department of Labor.

3.0 COUNTY RESPONSIBILITY AND RIGHTS

3.1 The County agrees to make available all recyclable commodities for pick up and transportation by the Contractor at specified locations during normal working hours (7:30 AM to 5:30 PM on Monday, Tuesday, Friday and Saturday).

3.2 The County reserves the right to change the time, frequency and location of all collections upon giving the Contractor forty eight (48) hours written notice.

4.0 CONTRACTOR'S RESPONSIBILITY AND DUTIES

4.1 The Contractor shall provide collection service at any County location either designated in the Contract or added by a subsequent addendum to the Contract.

4.2 The Contractor shall comply with all schedules established by the County for collection location, time and frequency. Collection of commodities is required within 24 hours of notification to vendor by County staff.

4.3 All recyclables collected by the Contractor shall be weighed expeditiously and receipts shall be provided to the County's representative on a monthly basis.

4.3.1 The Contractor shall forward a full listing of all amounts received during the previous month to the County Representative for review and verification, and provide all appropriate receipts within ten (10) days from the end of the previous month.

4.4 The Contractor shall supply, at his/her own cost and expense, all necessary material collection equipment required for this recycling program. Condition of the equipment shall be acceptable to the County based on normal safety and industry practices

4.5 The Contractor shall be solely responsible and answerable for any and all loss, damage or injury, together with costs and expenses identical thereto, including attorney's fees, arising out of or due to the negligence of the Contractor, his agents or employees, in the operation of the recycling program established by the County.

4.6 The waste paper collected by the Contractor for recycling may contain sensitive and confidential information. Public disclosure of such information could produce embarrassment and potential liability for the County. The Contractor agrees to indemnify and hold the County harmless from and against all claims, damages, losses and expenses, including attorney's fees, in consideration of receiving the right to collect and recycle said waste paper, in the event a successful claim is made against the County which is for breaching or leaking the confidence contained in said waste paper or caused in whole or in part by a negligent act of omission or commission by the Contractor or anyone employed by the Contractor.

4.7 For the purpose of releasing or making available any or all of the County's paper products to third parties under involuntary judicial or administrative order of any court agency of competent jurisdiction, the County shall retain title to the paper products up to and until baling or shredding of the paper products.

4.8 The Contractor shall be responsible for all repairs and replacement of containers should containers be damaged during emptying and transport.

ATTACHMENT B: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTRACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#7376

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 1, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 27, 2011 & Received by Contracts January 31, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

TILLIS CONTRACTING, INC. , RICHARD O.
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 7402 NW 121st Lane, Alachua, FL
Term: Notice to Proceed Date – 55 calendar days
Amount: $ 1,550.00 Increase Account: 203-6551-554.49-99
$ 22,840.00 Total

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Abuahmad Karim
Growth Mgt.	Abuahmad Karim, Assistant Housing Programs Manager	**PHONE**	352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment #1 for the NSP Home at 7402 NW121st Lane, Alachua, FL	**AMOUNT: $1,550.00**	

EXECUTIVE SUMMARY: Attached is the Notice to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendment is an amendment to the Construction Agreement between Alachua County and the Contractor Richard O. Tillis Contracting, Inc, who is selected to make home repairs to the foreclosed home purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the home. NSP funding is available for the NTP Amendment through the Neighborhood Stabilization Program. As the new Work Order price with amendment is below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendment for the construction agreement for the home at 7402 NW121st Lane, Alachua, FL

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work order was written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.
Attached please find the Notice to Proceed Amendment for the NSP home located at 7402 NW121st Lane, Alachua, FL
Existing Garage door of this home, is found to be inoperable, and needs to be removed and be replaced with a new unit per Exhibit B -Work Order Description of the NTP for proper and safe operation of the Garage door.

ISSUES: Timely approval of the amendment is needed to make necessary repairs and to enable the home to be available for rental or for resale to income eligible households.

ACTION

Recommendation: County Manager — **County Manager approves and signs the NTP Amendment for construction agreement for the home at 7402 NW121st Lane, Alachua, FL**

BUDGETARY IMPACT

Recommendation:	This recommendation has no adverse impact on County.
Funding Sources:	**Neighborhood Stabilization Program**
Associated Costs	**$1,550.00**
Account Code:	203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Home.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/27/11

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor Richard O. Tillis Contracting, Inc.

Encumbrance # 101487

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 7402 NW 121st Lane, Alachua, Florida

Work Order Description: Remove existing garage door and drive control and replace with new unit. Existing unit inoperable

Deliverable(s):

Original Work Order Price	$21,290.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$1,550.00
New Work Order Price with Amendment	$22,840.00

Original Completion Date	12/05/2010
New Completion Date	01/05/2011

Approval as to form

Alachua County — RANDALL H. REID, COUNTY MANAGER — Signature — Date

Contractor — Richard O Tillis — Signature — 12-31-10 — Date

Program Consultant — Signature — 1/4/11 — Date

Attorney — Signature — Date

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

RECD GROWTH MGT.
ALACHUA COUNTY.
2011 JAN 12 AM 11

Richard O. Tillis Contracting, Inc.
190 W. Main Street Lake Butler, Florida 32054

January 12, 2011

INVOICE NO. 103

ATTN: Abu Karim
Office of Management & Budget
P. O. Box 2877
Gainesville, Fl. 32602-2877

Ref: Job #101487
7402 NW 121st Lane
Alachua, Fl. 32616

Invoice for Change Order No.1:

Remove existing inoperable garage door. Replace with new raised panel door and new drive mechanism.

Material & Labor:	$1,410.00
10% Profit & Overhead:	140.00
Amount due this invoice:	**$1,550.00**

Please make check out to ROTCI, 190 W. Main Street, Lake Butler, Fl. 32054

Thank you for your business and the opportunity to offer our services.

Richard O. Tillis

Commercial & Residential Construction Project Management

#7506

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 24, 2011

MEMORANDUM

To: Ed Lontz, Waste Management Office
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
January 20, 2011 & Received in Contracts January 24, 2011

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

LIBERTY TIRE RECYCLING, LLC
Agreement for the Removal and Recycling of Waste Tires
Term: October 1, 2010 - September 30, 2012
(Option to renew for 2 additional 2-year periods)
Amount: $45,000.00 Est.– Rate Based **Account: 400-7630-534.46-30**
BID #11-72

Please forward the document to the vendor and keep a copy for your file. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Agreement for Removal and Processing of Waste Tires between Alachua County and Liberty Tire Recycling LLC

DEPARTMENT:	RETURN TO	CONTACT: Ed Lontz
Public Works	Waste Management	PHONE #: (352) 334 - 0172

DOCUMENT(S) REQUIRING ACTION:	Agreement for Removal and Processing of Waste Tires between Alachua County and Liberty Tire Recycling LLC	AMOUNT: $45,000.00

EXECUTIVE SUMMARY: The Leveda Brown Environmental Park (LBEP) is the County FDEP permitted waste tire collection site. LBEP accepts waste tires from residents and businesses of Alachua County. It is the desire of Alachua County to recycle the waste tires. The Waste Tire Rule 62-711.550 permits no more than 1500 tires on site at any given time and also requires the County to have an agreement in place to ensure the removal of tires.

BACKGROUND: The Leveda Brown Environmental Park (LBEP) is the County FDEP permitted waste tire Collection site. LBEP accepts waste tires from residents and businesses of Alachua County. It is in the best interest of Alachua County to ensure there is an available disposal location for waste tires thereby limiting the amount of waste tires disposed of illegally on the roadside and in wooded areas. The Waste Tire Rule 62-711.550 permits no more than 1500 tires on site at any given time and also requires the County to have an agreement in place to ensure the removal of tires.

ISSUES: It is required per our Waste Tire Permit to have an agreement in place for the removal of waste tires.

ACTION

Recommendation: Approve the Agreement for the removal and processing of waste tires.

BUDGETARY IMPACT

Recommendation: That Liberty Tire Recycling be compensated for the removal and processing of waste tires.

Funding Sources: Solid Waste Enterprise Fund

Associated Costs None

Account Code: 400-7630-534-46-30

Attachments: Agreement terms and conditions

Suggested Reference Material: 1/4/11

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
1-11-11					1/20/11

AGREEMENT FOR REMOVAL AND PROCESIING OF WASTE TIRES

This Agreement is entered into this 20th day of Jan., 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Liberty Tire Recycling, LLC, doing business at 270 Barnes Blvd, Rockledge Fl. 32955 hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide removal and processing of waste tires; and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for Two (2) year(s) beginning October 1 2010 and continuing through September 30, 2012, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional one (1) year periods at the same terms and conditions outlined herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

   2.1 Contractor will provide all equipment, vehicles, personnel, power sources, maintenance and any other required logistic support to accomplish the removal of waste tires at an agreed upon schedule, or to maintain less than 1200 tires on site.

   2.1.1 At the discretion of the County, the Contractor will be responsible for paying a non-performance penalty of $25.00/day for each business day after a 7 days grace period in which the agreed-upon pickup date the County is forced to wait for service. The payment of the non-performance penalty is not in lieu of any right by the County to assert default as provided herein.

   2.2 The Contractor will invoice the County monthly for completion of work performed.

   2.3 The Contractor shall provide the County with the disposition of all waste tires removed from the Environmental Park or any other Alachua County Solid Waste Management

Facility as deemed appropriate by the Alachua County Division of Waste Management. This information shall be provided with each invoice.

2.4 As an option the Contractor may provide County with an 80-100 cubic yard open-top contractor-owned trailer suitable for collection and storage of tires at the Environmental Park. The Contractor will deliver an empty trailer and collect the full trailer.

2.5 The Contractor shall remove all waste tires accumulated in the course of twice-annual tire collection events sponsored by the County, requiring an additional 4-6 tire loads per event. County will provide 2 weeks' advanced written notice of event dates.

2.6 Contractor's Responsibility and Duties for Accepting and Recycling of Waste Tires

2.6.1 Contractor shall accept and recycle waste tires, to include; passenger car and pickup tires with or without rims, commercial truck tires, tractor tires, and off-road heavy equipment tires delivered by Alachua County in accordance with the Florida Department of Regulation Waste Tire Rule 62-711.

2.6.2 The Contractor will invoice the County monthly for completion of work performed.

2.6.3 Title shall pass to Contractor upon pick-up.

3 **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

3.1 The Contractor is a professional qualified to perform the services described.

3.2 The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.

3.3 The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4 **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1 The Contractor shall be paid in the following manner:

4.1.1 $114 per ton for passenger car and pickup tires, with or without rims, commercial truck tires without rims, picked up by Contractor

4.1.2 $250 per ton for tractor tires and off-road heavy equipment tires, picked up by Contractor

4.1.3 $85 per ton for passenger car and pickup tires, with or without rims, commercial truck tires without rims, delivered by County

4.1.4 $221 per ton for tractor tires and off-road heavy equipment tires, delivered by County

4.2 As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to an fee and[the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Leveda Brown Environmental Park
5115 NE 63rd Ave
Gainesville, FL 32609
ATTN: Transfer Manager

4.3 Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Liberty Tire Recycling, LLC
270 Barnes Blvd.
Rockledge Fl. 32955

5 **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor

5.1 The County agrees to provide the Contractor access to waste tire storage areas in the Environmental Park or any other Alachua County Solid Waste Management Facility as deemed appropriate by the Alachua County Division of Waste Management, and maintain roads such that access to the storage site is safe and efficient.

5.2 The County has the right to inspect the bidder's facility at any time during normal working hours.

5.3 County reserves the right to engage alternate vendors for similar work as needed on an emergency basis. Designation of an emergency situation shall be determined by the County.

5.4 County staff will load the Contractor's trailer at County designated sites.

6 **Personnel**.

6.1 The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

7 **Notice**. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and County representative are:

County:

Assistant Public Works Director, Waste Management
Alachua County Public Works
PO Box 1188
Gainesville, FL, 32602-1188

Professional:

Liberty Tire Recycling, LLC
270 Barnes Blvd
Rockledge Fl. 32955
ATTN: Mary Merrit

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

and

Office of Management and Budget
Attn: Contracts/Grants
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601

8 **Default and Termination.**

8.1 The failure of the Contractor to comply with any provision of this Contract will place

the Contractor in default. Prior to terminating the Contract, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Assistant Director of Public Works, Waste Management is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Director of Public Works is authorized to provide final termination notice on behalf of the County to the Contractor.

8.2 The County may also terminate the Contract without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3 If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. <u>Project Records.</u>

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment A

11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **Indemnification**.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes

of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest**. The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. **Successors and Assigns**. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

17. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

18. **Conflict of Interest**. The Contractor warrants it, nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

19. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

23. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

24. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

26. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

27. **Counterparts**:. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument

28. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

PROFESSIONAL

. ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

By: Phil Tuohy
Print: Phil Tuohy
Title: Fla. Region Mgr.

ATTACHMENT A: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.

A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#7503

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 10, 2011 & Received in Contracts January 18, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GAINESVILLE, CITY OF
License Agreement for use of Alachua County Fairgrounds
Term: January 3-7, 2011 & February 14 - 18, 2011
Amount: $ 000.00 Facility Fee
$ 000.00 Refundable Deposit
Account: ~~128-4505-362.20-00 License Fee~~
~~128-0000-220.80-00 Deposit~~

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for City of Gainesville use of the Alachua County Fairgrounds.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
Public Works	Robert Avery	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $0.00**

EXECUTIVE SUMMARY: The City of Gainesville Fire is requesting use of the exhibition building for candidate training to be held on January 3 to January 7, 2011 and February 14 to February 18, 2011.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve the City of Gainesville Rescue use of the Alachua County Exhibition Building and Parking lot for training at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for City of Gainesville for use of the Alachua County Fairgrounds.

Funding Sources: **None.**

Associated Costs None.

Account Code:

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
11/6/11				1/10/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 3RD day of January, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and City of Gainesville ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 200 E. University Ave., Gainesville, Fl and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 0.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Liability. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

10. Term. The term of this License Agreement is limited to the dates in the approved application.

11. Permits. The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

13. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

14. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of

this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

15. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

16. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

17. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

18. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:

_____

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Russ Blackburn

Title: City Manager

NOTARY

Dated this 4th day of January 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th day of January 2011, by Russ Blackburn, who is personally known to me/ produced _____ as identification.

_____
Notary Public, State of Florida at Large
My Commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly A. Sweigard
Commission # DD817770
Expires: AUG. 26, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

APPROVED AS TO FORM AND LEGALITY
By: _____ 1/4/2011
Stephanie M. Marchman, Asst. City Atty. I
City of Gainesville, Florida

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT City of Gainesville Fire **DATE** 1/3/11

ORGANIZATION/COMPANY (GOVERNMENT) ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 200 E. University Ave. **CITY** Gainesville

STATE Florida **ZIP** 32601 **TELEPHONE** (352) 334-5000

EVENT DETAILS

Event Dates 1/3-1/7 & 2/14-2/18 Event Type New Hire Testing

Please provide contact information for event details:
Name: Mike Randolph
Phone Number: 352 318-5984

Are you a non-profit? Yes _____ No _____ (GOVERNMENT)

Event Description (sufficient to determine the potential impact to the facility and security needs):
CPAT Test, Candidate Physical Ability Test for New Hire Applicants for City of Gainesville Fire Rescue. See Agreement between Alachua County and City dated

FACILITIES REQUESTED

_✓_ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes_____	No ✓
Will the activity be open to the public?	Yes_____	No ✓
Will admission be charged?	Yes_____	No ✓

Will there be special equipment Yes
or use of any hazardous materials? No Yes ✓ No_____

The number of participants that will attend 400
The number of staff members that will be on hand 20

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet	$ 850.00 per day
Ample parking included.	$1,550.00 week-end
GROUNDS AND POLE BARN	$700.00 per day
Ample parking included.	$1,000.00 week-end
BUILDING, POLE BARN & GROUND	$1,550.00 per day
Ample parking included.	$2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee _____$0.00_____

Miscellaneous _____$0.00_____ DamageDeposit ____$0.00_____

Total Rental _____$0.00_____

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements and the completed application.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $0.00 clean-up, damage, key and utility deposit and all necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

2. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

3. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

4 Discharge of firearms and cutting of trees is strictly prohibited.

5. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

6. Facility Contracts are non-transferable.

7. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

8. N.S.F. or returned checks will be charged $40.00 per check.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or

local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and

free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
  - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

  - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

  - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public.

- A County Rescue Unit may be available with proper notice. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

#7347

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 12, 2011 & Received in Contracts on January 13, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

CROSSFIRE CONSTRUCTION, INC.
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 2923 NE 11th Terrace, Gainesville, FL.
Term: Notice to Proceed Date – 100 calendar days
Amount: $ 4,000.00 Increase Account: 203-6551-554.49-99
$ 42,900.00 Total

Please forward this document to the vendor and keep a copy for your file. Your encumbrance number is enclosed. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Abuahmad Karim
Growth Mgt.	Abuahmad Karim, Assistant Housing Programs Manager	**PHONE**	352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment for the NSP Homes at 601 NE 10th St., 216 NE 44 the St., and 2923 NE 11th Terrace, Gainesville, FL	**AMOUNT: $$8,399.00**	

EXECUTIVE SUMMARY: Attached are three Notices to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendments are amendments to the Construction Agreements between Alachua County and Contractors who were selected to make home repairs to the foreclosed homes purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the homes. NSP funding is available for these NTP Amendments through the Neighborhood Stabilization Program. As each individual new Work Order price with amendments are below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendments for construction agreements for the above mentioned homes.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work orders were written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.

Attached please find the Notice to Proceed Amendment for the NSP homes located as mentioned above:

For the 601 NE 10th Street home: Door lock, Evaporator fan motor, Electrical covers and boxes, 3 and 4-wire Range cable, Framing of kitchen ceiling are required to be removed and replaced; for the 216 NE 44th St. home, Bathroom floor, water lines in laundry, kitchen and bath rooms, installing and painting vinyl siding are required. For the 2923 NE 11th Terrace home, removal of kitchen walls, adding Breakfast bar, removing window and sliding door and add upper cabinets and base, replacing Patio doors with a light steel door, framing in Patio door are all required as recorded in the Exhibit B -Work Order Description of the individual NTPs.

ISSUES: Timely approval of these amendments is necessary to enable homes to be available for rental or for resale to income eligible households.

ACTION

Recommendation: County Manager

County Manager approves and signs NTP Amendment for construction agreements for the homes at 601 NE 10th St., 216 NE 44th St., and 2923 NE 11th Terrace, Gainesville Florida.

BUDGETARY IMPACT

Recommendation: This recommendation has no adverse impact on County.

Funding Sources: **Neighborhood Stabilization Program**

Associated Costs **$8,399.00**

Account Code: 203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Homes.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/12/11

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # ONE

NTP/Project 10DB-4X-03-11-01-F01

Contractor CROSSFIRE CONSTRUCTION INC.

Encumbrance # ALACHUA COUNTY

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # ONE 2923 NE 11TH TERRANCE GAINSVILLE FL 32609

Work Order Description: REMOVAL OF BOTH KITCHEN WALLS SO AS TO OPEN UP TO GIVE MORE CABINET CABINET SPACE IN KITCHEN ,ADD 4FT BREAFAST BAR BETWEEN KITCHIN & LIVING ROOM, REMOVE WINDOW & SLIDING DOOR ON REAR OF HOUSE WALL ADD 8 FT OF UPPER CABINETS & A 15" & 12" BASE WITH STOVE IN BETWEEN THEM & FRIDGE ON THE OTHER SIDE, REPLACE PATIO DOORS WITH A 3 FT NINE LITE STEEL DOOR. FRAME IN PATIO DOOR WHOLE & WINDOW WHOLE

Deliverable(s): WITH 2X8 FRAMING WITH HARDI T1-11 SIDING OUTSIDE & 1/2" SHEET ROK INSIDE.

Original Work Order Price: $38,900

Total of Prior Approved Changes $0.00

Amount of this Change in Work Order Add (Deduct) $4,000.00

New Work Order Price with Amendment: $42,900

REC'D GROWTH MGT.
ALACHUA COUNTY, FL
2010 DEC -3 AM 4:5

Original Completion Date 12/12/2010

New Completion Date 01/12/2011

Approval as to form

Alachua County — RANDALL H. REID, COUNTY MANAGER — Signature — Date 1/12/11

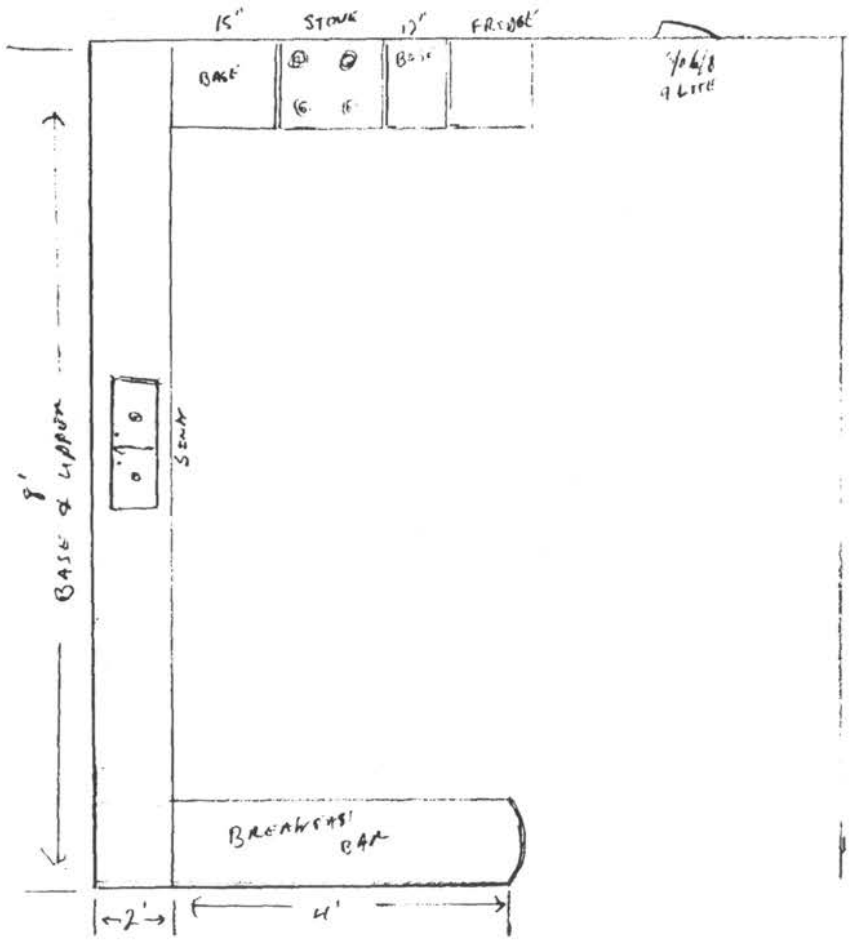
Contractor — Signature — Date 12-1-10

Program Consultant — Signature — Date 12/3/10

Attorney — Signature — Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

CROSSFIRE COFFEE
2923 NE 11th Terr.
Gainesville



#7488

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 10, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GAINESVILLE ROLLER REBELS
License Agreement for use of Alachua County Fairgrounds
Term: January 1, 2011 – December 31, 2011
Amount: $8,040.00 Facility Fee
$ 000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
~~**128-0000-220.80-00 Deposit**~~

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**License Agreement for Gainesville Roller Rebels Use of Alachua County Fairgrounds**

DEPARTMENT:	RETURN TO	CONTACT: Markisha Boykin
PW	Rob Avery	PHONE (352) 264-6916

DOCUMENT(S) REQUIRING ACTION:	**License Agreement for Use of Alachua County Fairgrounds**	**AMOUNT: $9040 (Total)** $1,000 Deposit; $670.00 per month

EXECUTIVE SUMMARY: The Gainesville Roller Rebels, a non-profit organization, is requesting use of the Exhibition Building and parking lot for their weekly practices, clinics and skill trainings at the Alachua County Fairgrounds. The weekly practices, clinics and skill trainings will consist of Mondays, Tuesdays, Thursdays; 6:30 p.m. to 10:00 p.m., Saturday 10:00 a.m. to 12:00 p.m. and Sunday 2:00 p.m. to 5:00 p.m.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

The Gainesville Roller Rebels is a local roller derby team and is a member team of USA Roller Sports/Derby. The team is requesting use of the Fairgrounds exhibition building for weekly practices, clinics and skill trainings.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

Recommendation: **Approve Gainesville Roller Rebel's use of the Alachua County Fairgrounds Exhibit Building for weekly practices, clinics and skill trainings; Execution of License Agreement by County Manager.**

BUDGETARY IMPACT

Recommendation:	Approve License Agreement for Gainesville Roller Rebel's Use of Alachua County Fairgrounds
Funding Sources:	**Fairgrounds Management Fund 128**
Associated Costs	None.
Account Code:	128-4505-362-20.00 License Fee 128-0000-220-80.00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds

County Manager Item Summary – Revised 9-1-2004

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/21/10				RHR	1/4/10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 8th day of December, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Gainesville Roller Rebels, Inc. ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at P.O. Box 479, Gainesville, FL 32602; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of **$8,040.00** for January 2011 through December 2011 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: Gainesville Roller Rebels, Inc.
c/o Miriam Hill
P.O. Box 479
Gainesville, FL 32602

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

WITNESS:

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE: Gainesville Roller Rebels, Inc.

By: _____

Print: Miriam Hill

Title: President

NOTARY

Dated this 8th day of December, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th day of December, 2010, by Miriam Hill, who is personally known to me/ produced driver license as identification.

_____
Notary Public, State of Florida at Large
My Commission expires: April 15 2014

TRACI MARTIN DURDEN
Commission # DD 949865
Expires April 15, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Miriam Hill **DATE** _____

ORGANIZATION/COMPANY Gainesville Roller Rebels, Inc. **PROFIT/NON-PROFIT** (Circle one)

ADDRESS P.O. Box 479 **CITY** Gainesville

STATE FL **ZIP** 32602 **TELEPHONE** (352) 262-4509
Cell Phone (352) 262-4509

EVENT DETAILS

Event Dates January 2011-December 2011; Monday, Tuesday, Thursday; 6:30 PM-10:00 PM
Saturday 10:00 AM-12:00 PM, Sunday 2:00 PM-5:00 PM
Event Type Practice, Clinic, and Skill Training

Please provide contact information for event details:
Name: Miriam Hill
Phone Number: (352) 262-4509 Cell Phone (352) 262-4509
E-mail: hillm@ufl.edu
Website: http://gainesvillerollerrebels.com

Are you a non-profit? Yes X No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):
These will be roller derby practices in which skaters play on a track laid out insidethe exhibition hall.

FACILITIES REQUESTED
X EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes ____	No X
Will the activity be open to the public?	Yes X	No ____
Will admission be charged?	Yes X	No ____
Will there be special equipment or use of any hazardous materials?	Yes X	No ____

The number of participants that will attend 600
The number of staff members that will be on hand 20-50

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$ 850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$ 700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$ 90.00
DAMAGE DEPOSIT	$1,000.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

Chk # 0276 $ 670.00
DRyon 12-8-2010

RENTAL AMOUNT

Facility Fee:	$670.00 per month x 12 months = $8,040.00
Miscellaneous:	Bouts held will be $850.00 per day and will need to follow the standard application process. Events paying full price will supersede the Roller Rebel's practice schedule.
Damage Deposit:	$1,000.00 (already paid in 2009)
Total Rental:	**$8,040.00**

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

   a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
   b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.

- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.

- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.

- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.

- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.

- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.

- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and

Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III **All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Signature of Licensee

#7487

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 10, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GAINESVILLE ROLLER REBELS
License Agreement for use of Alachua County Fairgrounds
Term: February 12, 2011 – February 13, 2011
Amount: $1,550.00 Facility Fee
$ 000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
~~**128-0000-220.80-00 Deposit**~~

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**License Agreement for Gainesville Roller Rebels Use of Alachua County Fairgrounds**

DEPARTMENT:	RETURN TO	CONTACT: Markisha Boykin
PW	Rob Avery	PHONE (352) 264-6916

DOCUMENT(S) REQUIRING ACTION:	AMOUNT: $1550
License Agreement for Use of Alachua County Fairgrounds	

EXECUTIVE SUMMARY: The Gainesville Roller Rebels, a non-profit organization, is requesting use of the Exhibition Building and parking lot for their practices, clinics and skill trainings at the Alachua County Fairgrounds. The practices, clinics and skill trainings will consist of February 12-13, 2011.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

The Gainesville Roller Rebels is a local roller derby team and is a member team of USA Roller Sports/Derby. The team is requesting use of the Fairgrounds exhibition building for practices, clinics and skill trainings on February 12-13, 2011.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

Recommendation: **Approve Gainesville Roller Rebel's use of the Alachua County Fairgrounds Exhibit Building for weekly practices, clinics and skill trainings; Execution of License Agreement by County Manager.**

BUDGETARY IMPACT

Recommendation:	Approve License Agreement for Gainesville Roller Rebel's Use of Alachua County Fairgrounds
Funding Sources:	**Fairgrounds Management Fund 128**
Associated Costs	None.
Account Code:	128-4505-362-20.00 License Fee
	128-0000-220-80.00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 12/21/10					1/4/10

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 8th day of December, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Gainesville Roller Rebels ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at PO Box 479, Gainesville, FL 32602; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 1,550.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:

_____

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Miriam Hill

Title: President, Gainesville Roller Rebels

NOTARY

Dated this 8th day of December, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th day of December 2010, by Miriam Hill, who is personally known to me/ produced driver license as identification.

_____
Notary Public, State of Florida at Large
My Commission expires: April 15, 2014

TRACI MARTIN DURDEN
Commission # DD 949865
Expires April 15, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Miriam Hill **DATE** 12/7/2010

ORGANIZATION/COMPANY Gainesville Roller Rebels ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS PO Box 479 **CITY** Gainesville

STATE FL **ZIP** 32602 **TELEPHONE** (352) 262-4509

EVENT DETAILS

Event Dates February 12-13, 2011 Event Type Practice, Clinic and Skill Training

Please provide contact information for event details:
Name: Miriam Hill
Phone Number: (352) 262-4509

Are you a non-profit? Yes X No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):
Three (3) coaches from Gotham Girls Roller Derby (NYC) will come to Gainesville to run two six (6) hour practices to train current eligible veteran skaters of the Gainesville Roller Rebels. This boot camp will take course over two days, Saturday, February12 and Sunday, February 13. The event will not be open to the public and no entrance fees will be charged, as the league will cover the costs of the boot camp.

FACILITIES REQUESTED
X EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes_____	No X
Will the activity be open to the public?	Yes_____	No X
Will admission be charged?	Yes_____	No X
Will there be special equipment or use of any hazardous materials?	Yes_____	No X

The number of participants that will attend 45
The number of staff members that will be on hand 42

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

Two days Feb 12 & 13, 2011
Deposit paid Dec 8, 2010
CK # 0275 amt $775.00
Dfigon

RENTAL AMOUNT

Facility Fee $1,550.00

Miscellaneous _____ Damage Deposit _____

Total Rental $1,550.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

   a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
   b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III **All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Signature of Licensee

#7485

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 10, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDA FOOD SERVICE INC.
License Agreement for use of Alachua County Fairgrounds
Term: January 13, 2011 – January 16, 2011
Amount: $2,400.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: *www.alachuacounty.us*

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Florida Food Service, Inc. use of Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
PW	Robert Avery	**PHONE** 352-264-6916
DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $3400.00 - Total** $1000.00 – Deposit $2400.00 - Fee

EXECUTIVE SUMMARY: Florida Food Service, Inc. in is a for profit organization requesting use of the exhibition building and parking lot for a Food Show Exhibition to be held on January 13-16, 2011 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Florida Food Service, Inc. use of the Alachua County Fairgrounds exhibition building and parking lot for a Food Show Exhibition to be held on January 13-16, 2011 at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Florida Food Service, Inc. for use of the Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

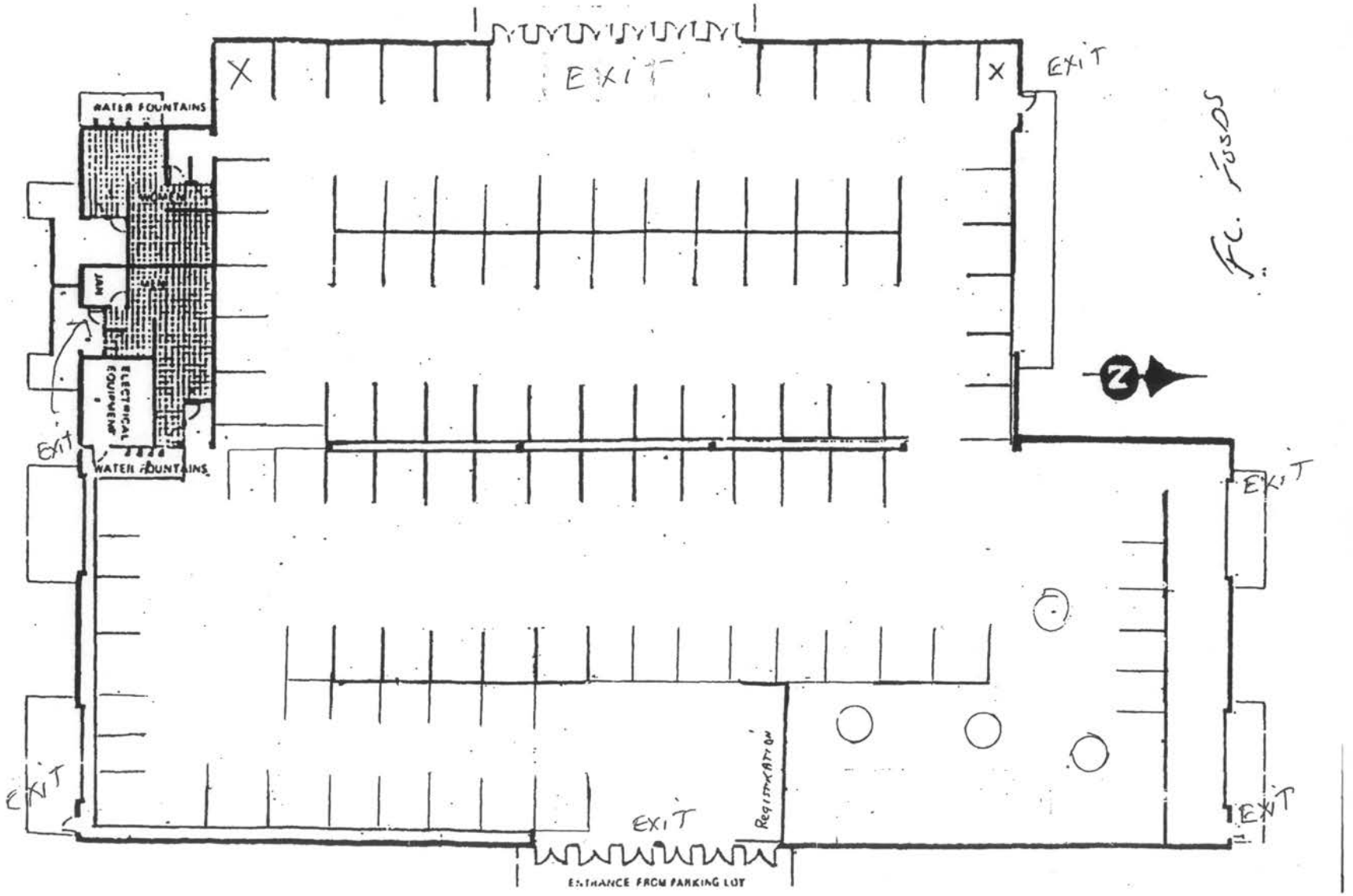
Account Code: 128-4505-362-20-00 Leasing Fee

128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/21/10					1/4/10


EXIT
EXIT
WATER FOUNTAINS
JAN
ELECTRICAL EQUIPMENT
EXIT
WATER FOUNTAINS
EXIT
EXIT
EXIT
EXIT
REGISTRATION
ENTRANCE FROM PARKING LOT

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 20 day of April, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Florida Food Service Inc ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 5201 NE 40th Terrace, Gainesville, FL; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 2,400.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

WITNESS:

By _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Joel S. Islam

Title: President

NOTARY

Dated this 20th day of APRIL, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th day of APRIL, 2010, by Joel S. Islam, who is personally known to me/ produced _____ as identification.

_____
Notary Public, State of Florida at Large
My Commission expires: 7-19-2011

ROSA L WOODWARD
Notary Public - State of Florida
My Commission Expires Jul 19, 2011
Commission # DD 887063
Bonded Through National Notary Assn.

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Florida Food Service Inc. **DATE** 4/20/10

ORGANIZATION/COMPANY _____ ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 5201 NE 40th Terrace **CITY** Gainesville

STATE FL **ZIP** 32609 **TELEPHONE** (352) 372-3514

EVENT DETAILS

Event Dates 1/13/2011 - 1/16/2011 Event Type Food Show

Please provide contact information for event details:
Name: Donna Williams
Phone Number: 352-692-5066

Are you a non-profit? Yes _____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):
Food Show Exhibition

FACILITIES REQUESTED

✓ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes_____	No ✓	
Will the activity be open to the public?	Yes_____	No ✓	Invitation Only
Will admission be charged?	Yes_____	No ✓	

Will there be special equipment or use of any hazardous materials? Yes_____ No ✓

The number of participants that will attend 130
The number of staff members that will be on hand 50

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$ 850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$ 700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee _____

Miscellaneous _____ Damage Deposit _____

Total Rental 2,400.

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

Client#: 20947 2FLORFOO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida Inc 4880 Newberry Road, Ste. 100 Gainesville, FL 32635-7400 352 378-2511	CONTACT NAME: PHONE (A/C, No, Ext): 352 378-2511 FAX (A/C, No): 352-378-9801 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Florida Food Service, Inc. P.O. Box 5247 Gainesville, FL 32627	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Co. — 24112 INSURER B : Bridgefield Employers Ins Co — 10701 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		CMM1672626	06/30/2010	06/30/2011	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$150,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			CMM1672626	06/30/2010	06/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
A	[ ] UMBRELLA LIAB [X] OCCUR			CMM1672626	06/30/2010	06/30/2011	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DEDUCTIBLE							$
	[X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	83030684	12/31/2010	12/31/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability Additional Insured form #CG2015A (07-04), General Liability Primary and Non-contributory form #CG7079 (05-04) and Workers Compensation Waiver of Subrogation form #WC97-056 (03-08) and form (See Attached Descriptions)

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erin C Parker

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MSMIT

DESCRIPTIONS (Continued from Page 1)

#WC000313 (04-84) are attached.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
BLANKET VENDOR	FOOD
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

   h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE CONDITION AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization:
ALACHUA CTY BRD OF CTY COMMIS
SIONERS C/O RISK MANAGEMENT
PO BOX 1467
GAINESVILLE FL 326020000

Project:
ALL PROJECTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition **4.** of Section **IV** - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and noncontributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"

(2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A**.

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Bridgefield Employers Insurance Company™
Member of Liberty Mutual Group

P.O. Box 988
Lakeland, FL 33802-0988

1-800-282-7648
(863) 665-6060
Fax (863) 666-1958

CERTIFICATE OF INSURANCE

RE : 0830-30684

ISSUED TO : Alachua County Board of County Commissioners c/o Risk Management
PO Box 1467
Gainesville, FL 32602

Producer : Eric C. Parker
Company : Willis of Florida, Inc.
Address : 4880 W NEWBERRY RD STE 100
GAINESVILLE, FL 32607-5214
Phone : (352) 378-2511

This is to certify that Florida Food Service, Inc., P.O. Box 5247 Gainesville, FL 32627, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Employers Insurance Company.

POLICY NUMBER:	0830-30684	Statutory Limits – State of Florida	
		Employers Liability	
EFFECTIVE DATE:	December 31, 2010	500,000	(Each Accident)
		500,000	(Disease–Each Employee)
EXPIRATION DATE:	December 31, 2011	500,000	(Disease–Policy Limit)

"Subrogation against Alachua County Board of County Commissioners c/o Risk Management shall be waived as respects Workers' Compensation and Employers' Liability Insurance."

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

Date: December 09, 2010

Authorized Signature

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Alachua County Board of County Commissioners c/o Risk Management
PO Box 1467
Gainesville, FL 32602

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: December 09, 2010

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: December 31, 2010

Policy Number: 0830-30684

Countersigned by:

Insured: Florida Food Service, Inc.

WC 00 03 13 (Ed. 4-84)

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission. Copyright 1983 NCCI

#7502

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 14, 2011 & Received in Contracts January 18, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

THREE RIVERS LEGAL SERVICES, INC.
Agreement to contribute to the Housing & SSI/SSD Legal Assistance program
Term: October 1, 2010 – September 30, 2011
Amount: $42,300.00 Not to Exceed **Account: 001-2903-569.82-26**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

Cc: F&A
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**FY2010/11Agreement Between Alachua County and Three Rivers Legal Services, Inc.**

DEPARTMENT	RETURN TO	CONTACT: LEE D. ROBERTS
COMMUNITY SUPPORT SERVICES	LEE D. ROBERTS	264-6707

DOCUMENT(S) REQUIRING ACTION:	**FY2010/11Agreement between Alachua County and Three Rivers Legal Services, Inc. (2 copies)**	AMOUNT: **$42,300.00**

EXECUTIVE SUMMARY: **This is an Agreement between Alachua County and Three Rivers Legal Services, Inc. for FY2010/11.**

BACKGROUND: **Three Rivers Legal Services, Inc. provides housing and supportive living services to homeless and low-income Alachua County residents through its Housing Clinic and SSI/SSD Legal Assistance program. The Housing Clinic portion of the program assists low-income residents with legal issues pertaining to housing evictions and foreclosures. The SSI/SSD portion of the program assists homeless and disabled persons with securing entitled SSI/SSD benefits, in order to improve self-sufficiency levels on a long-term basis. Assistance is provided in the form of negotiation with landlords and mortgage companies, completing applications and federal forms, making calls to adverse parties and federal agencies, providing court pleadings, training and other materials for self-representation, training to other agencies and, in more complex cases, representation at administrative hearings and court proceedings.**

ISSUES: **Funding for this was approved as part of the FY10/11 Budget by the Board. If funding is withdrawn, the above services will not be provided.**

ACTION

Recommendation: **Approve and Execute the FY10/11Agreement between Alachua County and Three Rivers Legal Services, Inc.**

BUDGETARY IMPACT

Recommendation:	**Approve the expenditure, as it was approved as part of the FY10/11 budget by the Board.**
Funding Sources:	**General Fund**
Associated Costs	**None**
Account Code:	**001-2903-569.82-26**

Attachments:	**FY10/11Agreement between Alachua County and Three Rivers Legal Services, Inc. (2 copies)**
Suggested Reference Material:	**No reference materials are suggested.**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/21/10					1/14/11

4 BCC

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND THREE RIVERS LEGAL SERVICES, INC.

THIS AGREEMENT, made and entered into this 14th day of Jan., A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and **Three Rivers Legal Services, Inc.**, a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, THREE RIVERS LEGAL SERVICES, INC. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Housing & SSI/SSD Legal Assistance**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Housing & SSI/SSD Legal Assistance** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Forty-Two Thousand, Three Hundred Dollars ($42,300.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, an Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose.. The Agency shall submit invoices to the County at the following address.

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Three Rivers Legal Services, Inc.
901 NW 8th Avenue, Suite D-5
Gainesville, Florida 32601

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the

allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall

be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

Agency:
Allison Thompson, Executive Director
Three Rivers Legal Services, Inc.
901 NW 8th Avenue, Suite D-5
Gainesville, Florida 32601

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and

procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. <u>Indemnification:</u>

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance,

administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written

request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not

limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission" or County-approved logo, is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS:

By: Gail M. Harris

Print: Gail M. Harris

Title: Administrative Asst.

AGENCY REPRESENTATIVE:

By: Allison Thompson

Print: Allison Thompson

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports Schedule
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model
4. Attachment D – Program Performance Outcome Report
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports Schedule

Due Date:	Report Type:	Reporting Period:
January 15	☐ Agency Financial Statement ☐ Program Logic Model ☐ Performance Outcome Report ☐ Program Statistics Table	Oct 1 – Dec 31
April 15	☐ Agency Financial Statement ☐ Program Logic Model ☐ Performance Outcome Report ☐ Program Statistics Table	Jan 1- March 30
July 15	☐ Agency Financial Statement ☐ Program Logic Model ☐ Performance Outcome Report ☐ Program Statistics Table	April 1 – June 30
October 15	☐ Agency Financial Statement ☐ Program Logic Model ☐ Performance Outcome Report ☐ Program Statistics Table	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Outside Agency Scope of Program Services

(Each program must have its own Scope of Services.)

Agency: **Three Rivers Legal Services, Inc.**

Program Name: **Housing and SSI/SSD Legal Assistance**

Total Amount of Award: **$42,300**

A. Description of Program: This program provides services to low income renters and homeowners to avoid evictions and foreclosures and assistance to homeless and disabled individuals applying for social security and/or supplemental security income benefits through application assistance, reconsideration requests, and administrative hearings. Services can include writing letters, completing applications and federal forms, making calls to adverse parties and federal agencies, providing court pleadings and other materials for self representation. If it is determined that the case is complex, court or administrative agency representation will be provided by a lawyer or paralegal. Services are provided through evening legal clinics utilizing staff and volunteer law students and through assistance to emergency, walk-in applicants, and homeless individuals, referred from local agencies or met with at local shelters or other areas of congregation.

B. Program Goals: List

1. The program will assist 135 Alachua County Residents in housing cases arising from the clinics and emergency walk-in intakes. Assistance may include advice and brief service, provision of forms and documentation for pro se representation; negotiation and settlement with advice parties, and/or court representation by a program staff attorney.

2. The program will assist 30 homeless individuals with applications for social security or SSI disability benefits including requests for redetermination and representation at administrative hearings and appeals of decision where appropriate.

C. How will Alachua County funds be expended? List. (Give percentages only in the case of staff, space, resources, etc. that are not devoted to or utilized 100% by the Alachua County program. Be prepared to justify percentages given.)

- **Wages and Salaries for specific time spent on program based on staff timekeeping**
- **Pro rata share of payroll taxes based on staff timekeeping**
- **Pro rata share of fringe benefits including health, life and disability insurance; workers comp insurance; contributions to retirement plans; and housing subsidy to AmeriCorps Legal Fellows**
- **Office supplies**
- **Litigation expenses on behalf of eligible clients**
- **Local travel**
- **Training for advocates specific to landlord/tenant law and social security/SSI disability claims**
- **Volunteer expenses (refreshments provided during housing clinics)**

ATTACHMENT C

FY2010/11 OUTSIDE AGENCY PROGRAM LOGIC MODEL – PART I

Agency: Three Rivers Legal Services, Inc.	Program: Housing and SSI/SSD Legal Assistance

Name & Title of Agency Authorized Representative Completing Report:	Phone & E-Mail of Agency Authorized Representative Completing Report:
Allison Thompson, Executive Director	352-372-0519 allison.thompson@trls.org

Reporting Period: ☒ **Contract**

- ☐ 1ST Q - Oct 1 – Dec 31, 2010 (Due: January 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 2ND Q - Jan 01-March 31, 2011 (Due: April 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 3RD Q - April 1-June 30, 2011 (Due: July 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 4TH Q - July 1- Sept 30, 2011 (Due: Oct 15, along with Part II, Participant Table, Agency Financial Statement & EOY Report)
- ☐ Revision

Program Description: This program provides services to low income renters and homeowners to avoid evictions and foreclosures and assistance to homeless and disabled individuals applying for social security and/or supplemental security income benefits through application assistance, reconsideration requests, and administrative hearings. Services can include writing letters, completing applications and federal forms, making calls to adverse parties and federal agencies, providing court pleadings and other materials for self representation. If it is determined that the case is complex, court or administrative agency representation will be provided by a lawyer or paralegal. Services are provided through evening legal clinics utilizing staff and volunteer law students and through assistance to emergency, walk-in applicants, and homeless individuals, referred from local agencies or met with at local shelters or other areas of congregation.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
Coordinator/Case Manager Staff Attorney Paralegal Law student volunteers Office Space Office Equipment Office Supplies Law Library Online legal research tools Case Management System	Self-help legal clinics Client interviews Legal research Collection of medical, employment, and education histories Preparation of benefit applications, requests for redetermination, and requests for hearings Provision of pro se self-help materials Negotiation on behalf of clients Representation of clients in administrative and court hearings	Legal Advise Letters Settlement agreements Court pleadings Final judgments Applications for benefits Requests for reconsideration Requests for hearings Determinations of benefits	1. Limited legal assistance including advice, brief service and pro se assistance 2. Preparation of applications and requests for redetermination for applications for social security and/or SSI disability benefits 3. Extended legal assistance including negotiated settlements and representation in a court and administrative agency hearings

ATTACHMENT C - Continued

FY2010/11 OUTSIDE AGENCY PROGRAM LOGIC MODEL – PART II

Agency: Three Rivers Legal Services, Inc.	**Program: Housing and SSI/SSD Legal Assistance**

Reporting Period: ☒ **Contract**

☐ 1ST Q: Oct 1 – Dec 31, 2010 (Due: January 15, along with Part I, Participant Table & Agency Financial Statement)
☐ 2ND Q: Jan 01-March 31, 2011 (Due: April 15, along with Part I, Participant Table & Agency Financial Statement)
☐ 3RD Q: April 1-June 30, 2011 (Due: July 15, along with Part I, Participant Table & Agency Financial Statement)
☐ 4TH Q - July 1- Sept 30, 2011 (Due: Oct 15, along with Part II, Participant Table, Agency Financial Statement & EOY Report)
☐ Revision

OUTCOMES	**INDICATORS**	**MEASUREMENT TOOLS**	**SAMPLING STRATEGY OR SAMPLE SIZE**	**FREQUENCY AND SCHEDULE OF DATA COLLECTION**
Limited legal assistance including advice, brief service and pro se assistance	Documentation of advice or brief service provided	Case management system record	All Cases	At case closing
Preparation of applications and requests for redetermination for applications for social security and/or SSI disability benefits	Completion of application and/or requests for reconsideration for SSD or SSI benefits on behalf of client	Acknowledgement of receipt of application from SSA	All cases involving applications for social security or SSI benefits on behalf of homeless clients	**At the time of filing**
Extended legal assistance including negotiated settlements and representation in a court and administrative agency hearings	Results of extended representation	Case management system record	**All Cases**	**At case closing**

ATTACHMENT D

PROGRAM PERFORMANCE OUTCOME REPORT

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Agency:	Program:

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Families/Households					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

** This table is also to be completed and submitted as part of the End-of-Year Report.

ATTACHMENT F - **Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice.					
			TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:		

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of Alachua County's contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 Alachua County -funded program begin, in its entirety?

7. **End Date:** Did the 10/11 Alachua County -funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions Alachua County-funded (in part or in whole) program staff, and what was the percentage of the increase?

Position	County-Funded Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless Alachua County funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Alachua County funding did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that some categories may request 2 numbers

LEGAL ASSISTANCE		OTHER ASSISTANCE PROVIDED BY PROGRAM:	
	Housing Program:		
	# unduplicated households served		
	Total # case actions		
	# negotiated settlements		
	# court/administrative hearing representations		
	# self-help housing clinics held		
	# persons attending self-help housing clinics		
	# households preserved as result of program intervention		
	Other:		
	SSI/SSD Program:		
	# Clients served		
	# SSI/SSD applications filed		
	Total # SSI/SSD case actions		
	# SSI/SSD requests approved		
	Total $ Monthly payments approved		
	# Homeless served		
	Other:		

#7375

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 12, 2011 & Received by Contracts January 13, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

FLA. HOMES, INC.
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 601 NE 10th Street
Term: Notice to Proceed Date – 55 calendar days
Amount: $ 2,391.00 Increase **Account: 203-6551-554.49-99**
$21,746.00 Total

Please forward this document to the vendor and keep a copy for your file. Also enclosed is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: *www.co.alachua.fl.us*

An Equal Opportunity Employer M.F.V.D.

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2010 DEC 10 AM 12:2

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2010 DEC 13 PM 9:0

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor Fla. Homes, Inc. R/C

Encumbrance # 101488

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 601 NE 10th Street, Gainesville, FL 32601

Work Order Description: Replace lock sets on entry doors, replace bi-fold door in bedroom, replace evaporator fan motor on refrigerator install missing box covers and connectors on open electrical boxes in attic, replace deteriorated and spliced 3 wire range cable with new 4 wire range cable from panel box to outlet, install missing outlet covers as necessary, frame kitchen ceiling grid to prevent light diffusers from falling

Deliverable(s): locksets, bi-fold door, evaporator fan motor, electrical box covers and connectors, 40' #6 ground romex, 4 wire 50 amp pigtail, 4 wire 50 amp range receptacle, plate, back box, outlet covers, wood trim, paint

Original Work Order Price:	$19,355.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$2,391.00
New Work Order Price with Amendment:	$21,746.00

Original Completion Date	11/21/2010
New Completion Date	11/21/2010

Approval as to form Alachua County	RANDAL H. REID, COUNTY MANAGER Signature	1/12/11 Date
Contractor	Signature	11-04-10 Date
Program Consultant	Signature	11/4/10 Date
Attorney	Signature	Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

INVOICE

Fla. Homes, Inc.
13919 NW 145th Avenue
Alachua, FL 32615
386-418-4663

Date: November 3, 2010

Bill to: Alachua County Department of Growth Management
CDBG Neighborhood Stabilization Program
111 SW 1st Street
Gainesville, FL 32601

Re: 601 NE 10th Street, Gainesville, FL

Description	Amount
Replace evaporator fan motor on refrigerator	$ 370.00
Install missing box covers and connectors on open electrical boxes in attic. Replace deteriorated and spliced 3 wire range cable with new 4 wire range cable from panel box to outlet. Install missing outlet covers as necessary.	$1,168.00
Replace locksets and deadbolts on entry doors, with locks keyed alike.	$ 225.00
Replace bi-fold door in bedroom.	$ 100.00
Frame kitchen ceiling grid to prevent light diffusers from falling.	$ 528.00
Total Amount Due	$2,391.00

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM
CONTRACT FOR REHABILITATION WORK

CHANGE ORDER One (1)

Owner **ALACHUA COUNTY**
Contractor **Fla. Homes, Inc. R/C**
Josbiste Address **601 NE 10th Street, Gainesville, FL 32601**

The Contract for Rehabilitation Work entered into on October 5, 2010 by and between and the above Owner and Contractor and approved by the local government, is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

Item #	Spec #	Description of Work	Location	Price
003	Electrical & Appliances	Refrigerator not cooling, replace Evaporator fan motor	Kitchen	$ 370.00
003	Electrical	Install missing box covers and connectors on open electrical boxes in attic. Replace deteriorated and spliced 3 wire range cable with new 4 wire range cable from panel box to outlet. Install missing outlet covers as needed	Various	$1,168.00
005	Doors	Replace locksets and deadbolts on entry doors with locks keyed alike Replace bi-fold door in bedroom	Various	$ 225.00 $ 100.00
009	Miscellaneous	Frame kitchen ceiling grid to prevent light diffusers from falling	Interior	$ 528.00
This is a request for estimate on additional work.				$2,391.00

This Change Order hereby becomes an integral part of the Contract, pursuant to Section 1.7 of the Contract. The Contract amount is hereby amended by $ 2,391.00 for a new total of $21,746.00

This additional cost will be covered by $ _____ in private funds and $ 2,391.00 in NSP funds.
The work completion deadline : _X__ is not extended; ____ is extended to _____.

_X___ Occupancy of the structure will be as originally contracted;
____ The structure will be vacant for an additional _____ days.

Contractor Signature	11/03/10 Date	Owner Signature	Date
Housing Rehab. Spec.	Date	Local Government Representative	Date

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment	
DEPARTMENT:	RETURN TO	CONTACT: Abuahmad Karim
Growth Mgt.	Abuahmad Karim, Assistant Housing Programs Manager	PHONE 352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment for the NSP Homes at 601 NE 10th St., 216 NE 44 the St., and 2923 NE 11th Terrace, Gainesville, FL	AMOUNT: $$8,399.00

EXECUTIVE SUMMARY: Attached are three Notices to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendments are amendments to the Construction Agreements between Alachua County and Contractors who were selected to make home repairs to the foreclosed homes purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the homes. NSP funding is available for these NTP Amendments through the Neighborhood Stabilization Program. As each individual new Work Order price with amendments are below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendments for construction agreements for the above mentioned homes.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work orders were written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.

Attached please find the Notice to Proceed Amendment for the NSP homes located as mentioned above:

For the 601 NE 10th Street home: Door lock, Evaporator fan motor, Electrical covers and boxes, 3 and 4-wire Range cable, Framing of kitchen ceiling are required to be removed and replaced; for the 216 NE 44th St. home, Bathroom floor, water lines [illegible] laundry, kitchen and bath rooms, installing and painting vinyl siding are required. For the 2923 NE 11th Terrace home, [illegible]moval of kitchen walls, adding Breakfast bar, removing window and sliding door and add upper cabinets and base, replacing Patio doors with a light steel door, framing in Patio door are all required as recorded in the Exhibit B -Work Order Description of the individual NTPs.

ISSUES: Timely approval of these amendments is necessary to enable homes to be available for rental or for resale to income eligible households.

ACTION

Recommendation: County Manager

County Manager approves and signs NTP Amendment for construction agreements for the homes at 601 NE 10th St., 216 NE 44th St., and 2923 NE 11th Terrace, Gainesville Florida.

BUDGETARY IMPACT

Recommendation: This recommendation has no adverse impact on County.

Funding Sources: **Neighborhood Stabilization Program**

Associated Costs **$8,399.00**

Account Code: 203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Homes.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/12/11

#7346

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 12, 2011 & Received by Contracts on January 13, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

ROCK SOLID BUILDERS, LLC
Second Amendment to the CDBG Neighborhood Stabilization Program
Property location: 216 NE 44th Street, Gainesville, FL.
Term: Notice to Proceed Date – 70 calendar days
New Completion Date: 2/11/2011
Amount: $ 6,300.00 Increase **Account: 203-6551-554.49-99**
$ 46,588.00 Total

Please forward this document to the vendor and keep a copy for your file. Enclosed is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
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E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 101438

ORDER DATE	8/10/2010
REQ. NUMBER	0000055187
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	20365515544999
VENDOR NO.	1003462

CHANGE NO.: 2
DATE: 1/18/2011

VENDOR
VENDOR I.D. #

ROCK SOLID BUILDERS LLC
240 NW 44TH STREET
GAINESVILLE FL 32607

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
3			THIS CHANGE ORDER IS TO REMOVE DISPOSE OF AND REPLACE THE EXISING HEATING AND AIR CONDITIONING SYSTEM WITH A NEW 15 SEER-3 TON SPLIT SYSTEM * ORIGINAL PO# 101438 * ADDRESS OF PROPERTY: 216 NE 44TH STREET, GAINESVILLE, FL * AMOUNT OF THIS CHANGE ORDER: $6,300.00 * COUNTY CONTACT: STEVEN LACHNICHT, DIRECTOR (352) 374-5249	6300.00	NA	1.0000	6300.00
						TOTAL	46588.00

REMARKS:

***
THIS IS A CONTRACT.
SECOND AMENDMENT WAS APPROVED
BY THE COUNTY MANAGER 1/12/2011.

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

1/18/2011
DATE APPROVED

AUTHORIZED SIGNATURE

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2010 DEC 20 PM 10: 3

AMENDMENT # 2

NTP/Project 10DB-4X-03-11-01-F01

Contractor ROCK SOLID BUILDERS, LLC.

Encumbrance # 101438

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 216 NE 44th St. Gainesville, Fl.

Work Order Description: Remove, dispose of and replace the existing heating and air conditioning system with a new 15 Seer-3 ton split system.

Deliverable(s): 15 Seer - 3 Ton split system heat pump with 10-kw back up strip heaters. To include connecting to the existing duct work, all piping, electrical and all other items necessary to complete the system install.

Original Work Order Price:	$38,280.00
Total of Prior Approved Changes	$2,008.00
Amount of this Change in Work Order Add (Deduct)	$8,300.00
New Work Order Price with Amendment:	$48,588.00

Original Completion Date	01/21/11	
New Completion Date	02/11/11	
Approval as to form Alachua County	Signature	Date 1/12/11
Contractor	Signature	Date 12-20-10
Attorney	Signature	Date
Consultant	Signature	Date 12/20/10

Heating, Air Conditioning, Refrigeration, Inc.

4751 N.E. 155th Avenue, Williston, FL 32696 · Ph-352-528-2511 · Fax-352-528-2505
www.allriteheatcool.com • info@allriteheatcool.com

License # CMC1249660	PROPOSAL / CONTRACT	
Submitted To; Todd/Stephanie @ Rock Solid Builders, Inc.	*Phone*; 352-271-6262 MB; 352-219-2580 *Fax*; 352-271-3195 MB; 352-665-0402	*Date*; 12-13-2010
Address; 240 NW 44th Street	*Job*; NHDC	
City, State, Zip; Gainesville, FL. 32607	*Location*; 216 NE 44th Street Gainesville, FL	

All-Rite Heating & Air Conditioning, Inc hereby submits specifications and estimate for;

Install new electric heating and air conditioning system with service to all habitable rooms.
Connect to existing ductwork, all piping, electrical and other items necessary for a complete system.
Demoing existing heating and air conditioning system and disposing of it as per E.P.A. guidelines.
Welding, solder materials, hangers, anchors, mastic sealant, silicone, foam sealant to complete the project installation.

Nutone, Broan, Armstrong, Goodman, Payne. Or Equivalent.

15 - Seer – 3 - Ton split system heat pump with 10-kw back up strip heaters above specifications.
Equipment, materials, labor, tax, permits. Included. Total; $ 5,250.00

13 - Seer – 3 - Ton split system heat pump with 10-kw back up strip heaters above specifications.
Equipment, materials, labor, tax, permits. Included. Total; $ 4,750.00

Electrical not included.

Warranty: Nordyne Mfg.
13 – 16 - Seer equipment; 10 - year compressor, 10-year parts, 10 – pledge warrant replacing entire outdoor unit if compressor fails in the first ten years.
(All equipment has available a 10 year, Labor, equipment only warranty for an additional cost $ 1400.00).

Exclusions; Drywall, carpentry, Electrical, Plumbing, Permanent and/or bonded roof seals & repairs, unless otherwise noted.

Conditions: All materials are guaranteed per manufacturer warranty. All work will be completed in a workmanship like manner in accordance with industry standards. Any alterations from the specifications as noted in the accepted proposal are invalid without approved change order. All change orders must outline any changes in the scope of work and changes in price, either as an increase or as a no change to the original contract price. Owner to carry fire, tornado, and any other necessary hazard insurance. All employees of All Rite Heating & Air Conditioning, Inc. are fully insured with Insurance.

Payment Terms. The County shall make payment to the Contractor, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statute.

te payment
: removal
Any
:t due.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All Rite Heating & Air Conditioning, Inc may withdraw this proposal if not accepted within 30 days.

Authorized Signature: _____ ALACHUA COUNTY ATTORNEY

Customer's Signature: _____ **Date:** _____

Please return a copy upon acceptance.

CGC1509604
240 N.W. 44th Street
Gainesville, Florida 32607
(352) 271-6262

REC'D GROWTH MGT
ALACHUA COUNTY
2011 JAN -4 AM 3:0

COST ANALASIES #2

216 NE 44TH STREET
GAINESVILLE, FLORIDA

December 20, 2010

SUBCONTRACTORS	
All-Rite Heating and Air	$5,250.00
Total:	$5,250.00
Contractors Profit and Overhead @ 10%	$525.00
Contractors additional Items as noted:	
Removal and disposal of existing propane tank	$184.00
Additional drywall repairs	$183.00
Additional Paint	$158.00
Total:	$525.00
Total of Subcontractor and Contractor Additional Items	$6,300.00

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment	
DEPARTMENT: Growth Mgt.	**RETURN TO** Abuahmad Karim, Assistant Housing Programs Manager	**CONTACT:** Abuahmad Karim **PHONE** 352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment for the NSP Home at 216 NE 44th St, Gainesville, FL	**AMOUNT: $6,300.00**

EXECUTIVE SUMMARY: Attached is the Notice to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendment is an amendment to the Construction Agreement between Alachua County and the Contractor Rock Solid Builders, LLC, who is selected to make home repairs to the foreclosed home purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the home. NSP funding is available for the NTP Amendments through the Neighborhood Stabilization Program. As the new Work Order price with amendment is below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendment for the construction agreement for the home at 216 NE 44th St, Gainesville, FL.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work order was written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.

Attached please find the Notice to Proceed Amendment for the NSP home located at 216 NE 44 th St, Gainesville.

For this home, existing heating and air-conditioning system is found to be ineffective and inefficient. Removing and replacing the old system with a new 15 Seer 3-Ton Split system per Exhibit B -Work Order Description of the NTP is needed for this home to make the system cost effective.

ISSUES: Timely approval of the amendment is needed to make necessary repairs and to enable the home to be available for rental or for resale to income eligible households.

ACTION

Recommendation: County Manager

County Manager approves and signs the NTP Amendment for construction agreement for the home at 216 NE 44th St., Gainesville Florida.

BUDGETARY IMPACT

Recommendation:	This recommendation has no adverse impact on County.
Funding Sources:	**Neighborhood Stabilization Program**
Associated Costs	**$6,300.00**
Account Code:	203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Home.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/12/11

#7346

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 12, 2011 & Received by Contracts on January 13, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

ROCK SOLID BUILDERS, LLC
First Amendment to the CDBG Neighborhood Stabilization Program
Property location: 216 NE 44th Street, Gainesville, FL.
Term: Notice to Proceed Date – 70 calendar days
New Completion Date: 1/21/2011
Amount: $ 2,008.00 Increase **Account: 203-6551-554.49-99**
$ 40,288.00 Total

Please forward this document to the vendor and keep a copy for your file. Enclosed is your encumbrance number. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 101438

ORDER DATE	8/10/2010
REQ. NUMBER	0000055187
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	2036551554499 9
VENDOR NO.	1003462

CHANGE NO.: 1
DATE: 1/18/2011

VENDOR
VENDOR I.D. #

ROCK SOLID BUILDERS LLC
240 NW 44TH STREET
GAINESVILLE FL 32607

SHIP TO

ALACHUA COUNTY
PLANNING AND DEVELOPMENT
ANNEX BUILDING 3RD FLOOR
10 SOUTH WEST 2ND AVENUE
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
2			WORK ORDER DESCRIPTION: REMOVED AND REPLACED BATHROOM FLOOR (ROTTEN), INSTALLED NEW WATER LINES AND DRAINS FOR THE LAUNDRY ROOM, KITCHEN AND BATHROOM, FIXED 3" STACK OUT IN BATHROOM, INSTALL NEW TOILET FLANGE, SCRAPE LOOSE PAINT ON CARPORT CEILING AND PAINT WHITE, INSTALL NEW VINYL SIDING OVER HOLES IN EXISTING SIDING AND PAINT NEW VINYL SIDING ONLY TO MATCH EXISTING EXTERIOR SIDING COLOR. * ORIGINAL PO# 101438 * AMOUNT OF THIS CHANGE ORDER: $2,008.00 * PROPERTY ADDRESS: 216 NE 44TH STREET, GAINESVILLE, FL * COUNTY CONTACT:	2008.00	NA	1.0000	2008.00

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

1/18/2011
DATE APPROVED

AUTHORIZED SIGNATURE

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 101438

ORDER DATE	8/10/2010
REQ. NUMBER	0000055187
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	20365515544999
VENDOR NO.	1003462

CHANGE NO.: 1
DATE: 1/18/2011

VENDOR
VENDOR I.D. #
ROCK SOLID BUILDERS LLC

SHIP TO
ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			**********				
			* *				
			* CHANGE ORDER *				
			* *				
			**********				
2			WORK ORDER DESCRIPTION: REMOVED AND STEVEN LACHNICHT, DIRECTOR (352) 374-5249				
						TOTAL	40288.00
			REMARKS:				
			*** THIS IS A CONTRACT. FIRST AMENDMENT WAS APPROVED BY THE COUNTY MANAGER 1/12/2011.				

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

1/18/2011
DATE APPROVED

AUTHORIZED SIGNATURE

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 1

NTP/Project 10DB-4X-03-11-01-F01

Contractor ROCK SOLID BUILDERS, LLC.

Encumbrance # 101438

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 216 NE 44TH STREET GAINESVILLE, FLORIDA

Work Order Description: Removed and replaced bathroom floor (rotten), installed new water lines and drains for the laundry room, kitchen and bathroom, fixed 3" stack out in bathroom, install new toilet flange, scrape loose paint on carport ceiling and paint white, install new vinyl siding over holes in existing siding and paint new vinyl siding only to match existing exterior siding color.

Deliverable(s): Plywood, PVC pipe, toilet flange, 3" stack out, vinyl siding, paint and all necessary nuts, bolts and screws to repair the items mentioned above.

REC'D GROWTH MGMT
ALACHUA COUNTY, FL
2010 DEC -3 AM 4:5

Original Work Order Price:	$38,280.00
Total of Prior Approved Changes	$0.00
Amount of this Change in Work Order Add (Deduct)	$2,008.00
New Work Order Price with Amendment:	$40,288.00

Original Completion Date 12/13/2010

New Completion Date ~~12/13/2010~~ 1/21/11

Approval as to form

Alachua County — RANDALL H. REID, COUNTY MANAGER — Signature — Date 1/12/11

Contractor — Signature — Date 12/03/10

Attorney — Signature — Date 12/3/10

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

PRODUCT 211

JOB INVOICE

AMERICAN PLUMBING SERVICES, INC.
7135 W. Gulf To Lake Hwy.
CRYSTAL RIVER, FLORIDA 34429
(352) 795-4177
(352) 564-1111

CUSTOMER'S ORDER NO.: | DATE ORDERED: 11/13/10
ORDER TAKEN BY: | DATE PROMISED: ☐ A.M. ☐ P.M.

BILL TO: Rock Solid Builders | PHONE: 271-6262
ADDRESS: | MECHANIC:
CITY: | HELPER:

JOB NAME AND LOCATION: 216 NE 44th St | ☐ DAY WORK ☐ CONTRACT ☐ EXTRA
DESCRIPTION OF WORK:

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
-	Original Price (Fixtures by others)		$875.00
-	Repipe w/H in wall		
-	Repipe w/m in wall waterlines and new drain under house		$325.00
-	Run ice line to fridge		$95.00
-	Replumb waterlines on lavatory and toilet		$125.00
-	Install new flange		$35.00
-	Fix broken 3" stack and run new drain for K/S & bath. Extend through roof		$250.00

change order #725

HOURS	LABOR	AMOUNT
	MECHANICS @	
	HELPERS @	
	TOTAL LABOR	

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
TOTAL	$1695.00

I hereby acknowledge the satisfactory completion of the above described work.
SIGNATURE: DATE COMPLETED:

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment	
DEPARTMENT: Growth Mgt.	**RETURN TO** Abuahmad Karim, Assistant Housing Programs Manager	**CONTACT:** Abuahmad Karim **PHONE** 352-337-6284
DOCUMENT(S) REQUIRING ACTION:	Attached Notice to Proceed Amendment for the NSP Homes at 601 NE 10th St., 216 NE 44 the St., and 2923 NE 11th Terrace, Gainesville, FL	**AMOUNT: $$8,399.00**

EXECUTIVE SUMMARY: Attached are three Notices to Proceed (NTP) Amendment to be signed by the County Manager. The NTP Amendments are amendments to the Construction Agreements between Alachua County and Contractors who were selected to make home repairs to the foreclosed homes purchased by Alachua County, through the Neighborhood Stabilization Program. The changes to the scope of work are necessary to complete the needed repairs on the homes. NSP funding is available for these NTP Amendments through the Neighborhood Stabilization Program. As each individual new Work Order price with amendments are below the $50,000.00 threshold, the County Manager is requested to approve and sign the NTP Amendments for construction agreements for the above mentioned homes.

BACKGROUND: NSP homes were inspected and bid out in a relatively short period of time to ensure Alachua County obligated the NSP rehab funds by HUD's deadline, September 3rd, 2010. Neither the power nor the water was on at the time of inspection as the homes were foreclosed and not in the County's possession at the time the work orders were written. As a result, staff anticipates that each of the 20 NSP homes will have at least one change order. As a result, changes in the scope of work are needed.

Attached please find the Notice to Proceed Amendment for the NSP homes located as mentioned above:

For the 601 NE 10th Street home: Door lock, Evaporator fan motor, Electrical covers and boxes, 3 and 4-wire Range cable, Framing of kitchen ceiling are required to be removed and replaced; for the 216 NE 44th St. home, Bathroom floor, water lines in laundry, kitchen and bath rooms, installing and painting vinyl siding are required. For the 2923 NE 11th Terrace home, removal of kitchen walls, adding Breakfast bar, removing window and sliding door and add upper cabinets and base, replacing Patio doors with a light steel door, framing in Patio door are all required as recorded in the Exhibit B -Work Order Description of the individual NTPs.

ISSUES: Timely approval of these amendments is necessary to enable homes to be available for rental or for resale to income eligible households.

ACTION

Recommendation: County Manager

County Manager approves and signs NTP Amendment for construction agreements for the homes at 601 NE 10th St., 216 NE 44th St., and 2923 NE 11th Terrace, Gainesville Florida.

BUDGETARY IMPACT

Recommendation:	This recommendation has no adverse impact on County.
Funding Sources:	**Neighborhood Stabilization Program**
Associated Costs	**$8,399.00**
Account Code:	203-6551-554.49-99.

ATTACHMENT: Notice to Proceed Amendment for the NSP Homes.

Suggested Reference Material:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/12/11

#7504

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 18, 2011

M E M O R A N D U M

To: Cheryl Anderson-Ellis
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on January 14, 2011 & Received in Contracts January 18, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of your Green Sheet.

GAINESVILLE EMERGENCY MEDICAL ASSOCIATES, P.A. (GEMA)
Agreement for Assistance Medical Director/Medical Quality Assurance Services
Term: December 1, 2010 until terminated
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your file.
Thank you for your assistance.

Enclosure

cc: File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
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AGREEMENT BETWEEN
ALACHUA COUNTY AND GAINESVILLE EMERGENCY MEDICAL ASSOCIATES, P.A.
FOR ASSISTANT MEDICAL DIRECTOR/MEDICAL QUALITY ASSURANCE SERVICES

THIS AGREEMENT made and entered by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Gainesville Emergency Medical Associates, P.A., hereinafter referred to as "GEMA":

WITNESSETH:

WHEREAS, County operates the county-wide emergency medical services system that provides advanced life support services known hereafter as the "System"; and

WHEREAS, County coordinates all ground pre-hospital emergency medical services in Alachua County, Florida; and

WHEREAS, the parties hereto desire to coordinate the emergency medical services provided by Alachua County Department of Public Safety and any certified agency approved as set forth herein, by contracting for Assistant Medical Director and Medical Quality Assurance services; and

WHEREAS, GEMA desires to arrange for an appropriately qualified and experienced physician who is a Florida licensed and Board Certified physician to provide services as the County's Assistant Medical Director which will benefit GEMA by providing critical input to pre-hospital emergency medical care to facilitate improvement of the quality and continuum of patient care; and

WHEREAS, County desires to utilize the talents and background of the physician provided by GEMA to assist the System Medical Director in supervising the pre-hospital emergency care provided to the citizens of Alachua County, Florida;

NOW, THEREFORE, the parties hereto agree as follows:

1, GEMA shall assign a physician having substantial expertise and experience in the field of emergency medicine and demonstrated experience in pre-hospital care who holds an ACLS certificate of completion to assume the designated role of System Assistant Medical Director hereunder. The assigned physician shall provide System Medical Quality Assurance as required by Chapter 401, Florida Statutes and Chapter 64E-2, Florida Administrative Code, to Alachua County Department of Public Safety (DPS) and any certified agency approved by the County and the System Medical Director to provide emergency medical services.

2. The parties agree that GEMA shall assign an experienced physician to provide

services hereunder as the System Assistant System Medical Director. The County and GEMA agree to consult for the purposes of identifying a qualified physician acceptable to County to serve in the identified capacity. GEMA warrants that no other physician shall be assigned to this position or capacity without the County's prior express written consent. Examples duties of the Assistant Medical Director are:

a. Coordinate with and assist the System Medical Director and County with approved educational programs to make provisions for EMTs and paramedics to receive the appropriate training and experience as required, including assistance in the emergency medical services educational program by providing qualified instructors and arranging for appropriate clinical training to maintain the medical competency of the paramedics and EMTs.

b. Assist the System Medical Director with development and ongoing review of a patient care quality assurance and quality improvement program by prompt review of run reports and direct observation of personnel. All agencies providing emergency medical services shall be responsible for providing the County and System Medical Director with a monthly quality assurance report.

c. Act as the System Medical Director in the absence of the System Medical Director.

d. Assist with developing and implementing a System Standard of Care which includes the following:

(1) "Input standards" which include, but are not limited to, personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements that the System must fulfill before receipt of a request for service;

(2) "Performance standards" which include, but are not limited to, priority dispatching protocols and pre-arrival instructions, medical protocols, response time standards, protocols governing authority for on-scene control of patient care, and other performance specifications describing how the System should behave upon receipt of a request for service; and

(3) "Outcome standards" which include, but are not limited to, target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria. Outcome standards are results the System intends to achieve by meeting its input and performance standards.

e. Assist in identifying the training and experience necessary for paramedics

to acquire desired skills and knowledge and the specific medical skills and knowledge which paramedics must possess to achieve the desired level and standard of care.

f. Coordinate with approved educational programs to make provisions for EMTs and paramedics to receive the appropriate training and experience as required, including assistance in the emergency medical services educational programs by providing qualified instructors and arranging for appropriate clinical training to maintain the medical competency of the paramedics and EMTs.

3. This Agreement shall commence on December 1, 2010 (the "**Effective Date**"), This Agreement shall remain in full force and effect unless amended or terminated by the parties as provided in Section 3.

a. The County and GEMA agree that the terms of this Agreement may be revised at any time by formal written amendment to this Agreement executed by all parties hereto. This Agreement may be terminated as follows:

b. In the event County is no longer licensed by the State of Florida as a provider of advanced life support services, this Agreement shall terminate immediately and be of no further force and effect.

c. With or without cause by either party upon thirty (30) days prior written notice to the other party.

d. Either County or GEMA shall have the right to immediately terminate this Agreement for failure of the other party to comply with the public records law of the State of Florida as set forth in Chapter 119, Florida Statutes.

4. The name and address of the representative of GEMA for this Agreement is Gary Gillette,M.D. _____. The name and address of the representative of County is Director of Public Safety, P.O. Box 548, Gainesville, Florida, 32602. In the event that representatives change due to a change in personnel after execution of this Agreement, notice of the name and address of the new representative shall be furnished in writing to the other parties and a copy of said notification attached to the originals of this Agreement.

4110-D NW 37th Place, Gainesville, FL 32606

5. All parties expressly intend that with regard to the provisions of this Agreement said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. Personnel of GEMA rendering services

pursuant to this Agreement shall be employees/agents of GEMA. GEMA agrees to be fully responsible for its acts of negligence or omissions or intentional tortuous acts which result in claims or suits against County, and agrees to be liable for any damages resulting from said acts or omissions. The County shall be solely responsible for the negligent or wrongful acts of its employees. Nothing contained herein shall constitute a waiver by County of its sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes.

6. The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Agreement. Before any release or disclosure of medical records occurs, consent and authorization to release shall be obtained from the legal representative of the patient, in accordance with applicable state and federal laws pertaining to the confidentiality of medical records. Any and all disclosure of patient information must be made in accordance with Sections 394.4615 and 395.3025, Florida Statutes, and in accordance with any other applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties acknowledge that, as a result of providing professional services pursuant to this Agreement, each party will have access to, and/or obtain, confidential and protected health information (PHI) in written and/or electronic format, including but not limited to medical records of patients. During the term of this Agreement, except as otherwise required by state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.

7. This Agreement shall be governed by, enforced, and interpreted in accordance with the laws of the State of Florida. Venue shall lie in Alachua County.

8. Failure of either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

9. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

10. This Agreement is personal to each of the parties, and neither party may assign or delegate any rights or obligations under this Agreement to another entity, without first obtaining the written consent of the other party. Any purported assignment or delegation shall be a default and shall be void.

11. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement

or any term, covenant or condition hereof; as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

12. This Agreement does not create any relationship with, or any rights in favor of any third party.

13, GEMA shall provide insurance in the amounts required in Attachment A.

14. The terms and conditions set forth in this Agreement constitute all of the terms and conditions to which the parties have agreed, and no other terms or conditions in the future shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this Agreement as an amendment.

Attachment A: Insurance

INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C *Workers' Compensation and Employers' Liability Coverages*

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

BOARD OF COUNTY COMMISSIONERS,
ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

_____
Witness to Mr. Reid

Date: 1/14/11

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

GAINESVILLE EMERGENCY MEDICAL ASSOCIATES, P.A.

By: _____

Witness: Tiffany Acevedo

Date: 12/10/10

Date: 12/10/10

Mark S. Thomas, Counsel, for Gary Gillette, M.D., President

Attest (by Corporate Officer)

By: _____

COUNTY MANAGER ITEM SUMMARY			
ITEM DESCRIPTION: Agreement with the Gainesville Emergency Medical Associates, P.A. for Assistant Medical Director/Medical Quality Assurance Services			
DEPARTMENT: Public Safety	**RETURN TO** Cheryl Anderson-Ellis	**CONTACT:** Mitch Harrell	
		PHONE #: 384-3134	
DOCUMENT(S) REQUIRING ACTION:	Agreement with the Gainesville Emergency Medical Associates, P.A. (2 originals)	**AMOUNT:** $0	

EXECUTIVE SUMMARY:
Alachua County Department of Public Safety has had a contract with the University of Florida, College of Medicine, Department of Emergency Medicine since 1994. The agreement with Gainesville Emergency Medical Associates, P.A. (GEMA) for an Assistant Medical Director will benefit GEMA and the County by providing additional critical input to pre-hospital emergency medical care. The physician provided by GEMA will assist the System Medical Director in supervising the pre-hospital emergency care provided to the citizens of Alachua County. These services are being provided at no cost to the County.

BACKGROUND:
Chapter 401, Florida Statutes and Florida Administrative Code 64J-2 requires that an EMS provider contract for Medical Director services in order to respond, treat, and transport patients. Alachua County Department of Public Safety (DPS) has contracted with the University of Florida, College of Medicine, Department of Emergency Medicine for Medical Director services since 1994. The contract is specific as to the qualifications of the System Medical Director and his/her duties and responsibilities.

An agreement with the Gainesville Emergency Medical Associates, P.A. (GEMA) will enhance the coordination of emergency medical services provided by DPS. GEMA will provide critical input into pre-hospital emergency medical care to improve the quality and continuum of patient care. GEMA will also assist the System Medical Director in supervising the pre-hospital emergency care provided to the citizens of Alachua County. GEMA will provide these services at no charge to the County.

ISSUES:
In order to comply with Florida Law, Alachua County Department of Public Safety must have an agreement with a Florida licensed physician for medical director services. The Agreement with GEMA for Assistant Medical Director services will provide additional coordination and oversight of the pre-hospital care.

ACTION

Recommendation: Approve the Agreement with the Gainesville Emergency Medical Associates, P.A. (2 originals)

BUDGETARY IMPACT

Recommendation:	$0
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

ATTACHMENTS: Interlocal Agreement with the Gainesville Emergency Medical Associates, P.A. (2 Originals)

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				1/14/11

#7483

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 6, 2011

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDA ORGANIC GROWERS AND CONSUMERS, INC.
Agreement to provide poverty reduction services to county residents through its Farmer's Market EBT Program
Term: October 1, 2010 – September 30, 2011
Amount: $48,600.00 Not to Exceed **Account: 001-2903-569.82-36**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**FY2010/11Agreement Between Alachua County and Florida Organic Growers and Consumers, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. (2 copies)**	AMOUNT: **$48,600.00**	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. for FY10-11.

BACKGROUND: Florida Organic Growers and Consumers, Inc. is a non-profit organization that seeks to advance organic agriculture and healthy and just food systems. The Farmer's Market EBT program will equip two Alachua County Farmer's Markets with financial transaction card terminals so that credit, debit and SNAP food stamp EBT cards can be accepted. Through this, it is hoped that SNAP recipients will begin to eat more fresh fruits and vegetables. SNAP recipients will receive a one-to-one match for every dollar spent on food. Additional goals are to promote local markets and to benefit the vendors through an anticipated increase in sales and not having to pay terminal access or transaction fees The outreach component of the program will promote local markets, seek to increase SNAP enrollment, and educate consumers about food, health and nutrition.

ISSUES: Funding for this was approved as part of the FY10-11budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. and authorize the Chair to sign.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10-11 budget by the Board.
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-36

Attachments:	FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RHL	1/4/10

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND FLORIDA ORGANIC GROWERS AND CONSUMERS, INC.

THIS AGREEMENT, made and entered into this 4th day of Jan., A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and **Florida Organic Growers and Consumers, Inc.**, a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Florida Organic Growers and Consumers, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Farmer's Market EBT**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Farmer's Market EBT** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Forty-Eight Thousand, Six Hundred Dollars ($48,600.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, an Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose.. The Agency shall submit invoices to the County at the following address.

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Florida Certified Organic Growers and Consumers, Inc.
PO Box 12311
Gainesville, FL 32604

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the

allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall

be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

Agency:
Marty Mesh, Executive Director
Florida Certified Organic Growers and Consumers, Inc.
PO Box 12311
Gainesville, FL 32604

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency

nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity

hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally,

the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon

completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission" or County-approved logo, is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS:

By: Leah Cohen

Print: Leah Cohen

Title: Social Justice Coordinator

AGENCY REPRESENTATIVE:

By: Marty Mesh

Print: Marty Mesh

Title: Executive Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports Schedule
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model
4. Attachment D – Program Performance Outcome Report
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports Schedule

Due Date:	Report Type:	Reporting Period:
January 15	☐Agency Financial Statement ☐Program Logic Model ☐Performance Outcome Report ☐Program Statistics Table	Oct 1 – Dec 31
April 15	☐Agency Financial Statement ☐Program Logic Model ☐Performance Outcome Report ☐Program Statistics Table	Jan 1- March 30
July 15	☐Agency Financial Statement ☐Program Logic Model ☐Performance Outcome Report ☐Program Statistics Table	April 1 – June 30
October 15	☐Agency Financial Statement ☐Program Logic Model ☐Performance Outcome Report ☐Program Statistics Table	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Community Partnerships Division Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Outside Agency Scope of Program Services

(Each program must have its own Scope of Services.)

Agency: Florida Organic Growers

Program Name: EBT Booth at Alachua County Famer's Markets

Total Award Amount: $ 48,600

A. Program Summary:

Two farmers markets will be equipped with EBT technology allowing the use of SNAP (formerly food stamps) benefits, and will be promoted in an outreach campaign with two other local food markets that accept EBT (High Springs Farmers Market and Citizen's Co-op). This will provide a three-fold benefit for the county: improved healthy food access for low income residents; increased food education; and a net benefit for the local economy due to increased acquisition and spending of federal dollars in the community. The outreach campaign will promote local markets, increase SNAP enrollment and educate consumers about local food, health and nutrition.

B. How will Alachua County funds be expended? List. (Give percentages only in the case of staff, space, resources, etc. that are not devoted to or utilized 100% by the Alachua County program. Be prepared to justify percentages

- Staff time for a P/T Project Coordinator; P/T Bookkeeper; and P/T Director Education and Outreach.
- Basic market supplies including EBT equipment, tent, table, display materials, and wooden tokens.
- Merchandise and printed materials for education and outreach.
- Incentive coupon program.
- EBT monthly access fees and transfer charges.
- Maintenance and upkeep of above listed materials

ATTACHMENT C

FY2010/11 OUTSIDE AGENCY PROGRAM LOGIC MODEL – PART I

(Each program must have a separate Part I & Part II)

Agency: Florida Organic Growers	**Program: EBT Booth at Alachua County Farmer's Markets**

Name & Title of Agency Authorized Representative Completing Report: Travis Mitchell, Community Food Project Coordinator	**Phone & E-Mail of Agency Authorized Representative Completing Report: 352-377-6355, Travis@foginfo.org**

Reporting Period: ☒ **Contract**

- ☐ 1ST Q - Oct 1 – Dec 31, 2010 (Due: January 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 2ND Q - Jan 01-March 31, 2011 (Due: April 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 3RD Q - April 1-June 30, 2011 (Due: July 15, along with Part II, Participant Table & Agency Financial Statement)
- ☐ 4TH Q - July 1- Sept 30, 2011 (Due: Oct 15, along with Part II, Participant Table, Agency Financial Statement & EOY Report)
- ☐ Revision

Program Description: Two farmers markets will be equipped with EBT technology allowing the use of SNAP (formerly food stamps) benefits, and will be promoted in an outreach campaign. This will provide a three-fold benefit for the county: improved healthy food access for low income residents; increased food education; and a net benefit for the local economy due to increased acquisition and spending of federal dollars in the community. The outreach campaign will promote local markets, increase SNAP enrollment and educate consumers about local food, health and nutrition.

INPUTS	**ACTIVITIES**	**OUTPUTS**	**OUTCOMES**
1. P/T Project Coordinator; P/T Bookkeeper; P/T Director Education and Outreach 2. Basic market supplies including EBT equipment, tent, table, display materials, wooden tokens 3. Volunteers 4. Printed materials for booth, flyers, posters, banners, ads for education and outreach campaign and Double Value Coupons.	1. Set-up booth at each market including: running transactions, administering tokens and coupons, tallying sales, answering questions, signing up SNAP recipients, providing educational materials, demonstrations etc. 2. Maintain financial records, process farmer reimbursements on a regular basis. 3. Working closely with partners to reach target audiences, develop promotional materials and acquire materials for booth and outreach. 4. Develop and prepare promotional materials for public displays; coupons and tokens. 5. Attend community events and programs to increase participation.	1. 2 market days per week will have EBT capabilities. 2. Education and Outreach campaign runs continuously for one year. 3. One live cooking or other food preparation demonstration per month at two new EBT markets. 4. Markets will be site locations for ACCESS, providing information on the SNAP and other assistance programs. The Union Street Market Booth will be equipped with a computer and help with applying for assistance on-line.	1. 3% increase in total market food sales. 2. 600 SNAP transactions at the farmer's markets 3. 95% of SNAP recipients participating in Farmers Market EBT program report increased consumption of fresh and locally produced goods; knowledge of local food options increases. 4. $8,000 of SNAP benefits spent at both markets combined.

ATTACHMENT C - Continued

FY2010/11 OUTSIDE AGENCY PROGRAM LOGIC MODEL – PART II

Agency: Florida Organic Growers	Program: : EBT Booth Alachua County Farmer's Markets

Reporting Period: ☒ **Contract**

- ☐ 1ST Q: Oct 1 – Dec 31, 2010 (Due: January 15, along with Part I, Participant Table & Agency Financial Statement)
- ☐ 2ND Q: Jan 01-March 31, 2011 (Due: April 15, along with Part I, Participant Table & Agency Financial Statement)
- ☐ 3RD Q: April 1-June 30, 2011 (Due: July 15, along with Part I, Participant Table & Agency Financial Statement)
- ☐ 4TH Q - July 1- Sept 30, 2011 (Due: Oct 15, along with Part II, Participant Table, Agency Financial Statement & EOY Report)
- ☐ Revision

OUTCOMES	INDICATORS	MEASUREMENT TOOLS	SAMPLING STRATEGY OR SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. 3% increase in total market food sales	Rise in sales	Sales records	The sales records of vendors at each market will be compared before and after the initiation of the EBT booth. The aim is to have three vendors from each market representing the diversity of the market but this is contingent on vendor participation.	Sales records will be compared after the initiation of the EBT booth to sales records from the same time in past years. In example April 2011 records compared to April 2010 and 2009.
2. 600 SNAP transactions at the Farmers Markets	Amount of SNAP transactions	Ongoing monitoring of SNAP transactions	Monitor all SNAP transactions	Transactions monitored throughout entire FY to record trends
3. 95% of SNAP recipients participating in Farmers Market EBT program report increased consumption of fresh and locally produced goods; knowledge of local food options increases.	Surveys show increase in reported consumption and knowledge	Surveys at markets	Random samples of SNAP recipients pre-participation in Farmers Market EBT and random sample of EBT users at market.	Surveys are administered throughout FY
4. $8,000 in SNAP benefits spent not including double value coupons	Amount of SNAP benefits spent	Ongoing monitoring of SNAP transactions	Monitor all SNAP Transactions	Transactions monitored throughout entire FY to record trends

ATTACHMENT D

PROGRAM PERFORMANCE OUTCOME REPORT

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:

- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Agency:	Program:

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS	Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX **TOTAL**				
Male				
Female				
Unknown				
Families/Households				
AGE **TOTAL**				
0 to 4 years				
5 to 9 years				
10 to 14 years				
15 to 19 years				
20 to 34 years				
35 to 54 years				
55 to 64 years				
65 and over				
Age Unknown				
ETHNICITY **TOTAL**				
White				
Black				
Hispanic/Latino				
Asian				
American Indian				
Other				
HOUSEHOLD INCOME **TOTAL**				
Below $10,000				
$10,000 to $14,999				
$15,000 to $19,999				
$20,000 to $29,999				
$30,000 and above				
Income Unknown				

* **DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

** This table is also to be completed and submitted as part of the End-of-Year Report.

ATTACHMENT F - **Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

- ☐ **Board of Directors**
- ☐ **Staff**
- ☐ **Staff E-mail Address**
- ☐ **Agency E-mail Address**
- ☐ **Agency Postal Mailing Address**
- ☐ **Agency Street Address**
- ☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of Alachua County's contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 Alachua County -funded program begin, in its entirety?

7. **End Date:** Did the 10/11 Alachua County -funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions Alachua County-funded (in part or in whole) program staff, and what was the percentage of the increase?

Position	County-Funded Program Staff?	% Increase

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless Alachua County funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Alachua County funding did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

	EBT PROGRAM
	Food Sales:
	% increase in food sales Downtown Farmer's Mkt
	% increase in food sales Hwy 441 Farmer's Mkt
	Non-Food Sales:
	% increase non-food sales Downtown Farmer's Mkt
	% increase non-food sales Hwy 441 Farmer's Mkt
	SNAP Expenditures:
	Amt of SNAP benefits spent Downtown FMkt
	Amt of SNAP benefits spent Hwy 441 FMkt
	Non-SNAP Expenditures:
	Amt of non-SNAP spent Downtown FMkt
	Amt of non-SNAP spent Hwy 441 FMkt
	Access Fees:
	Total Amt Access Fees paid by program
	Transaction (Non-Access) Fees Paid by Program:
	Total Amt transaction fees EBT cards
	Total Amt transaction fees non-EBT cards
	Total Amt transaction fees that went to farmers selling produce
	Total Amt transaction fees that went to non-produce vendors
	EBT Transactions:
	Total # EBT Transactions/Downtown FMkt
	Total # EBT Transctions/Hwy 441 FMkt
	Other:

#7484

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 6, 2011

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

PLANNED PARENTHOOD OF NORTH FLORIDA, INC.
Agreement to provide poverty reduction services to county residents through its Teen Clinic Program
Term: October 1, 2010 – September 30, 2011
Amount: $31,501.00 Not to Exceed **Account: 001-2903-569.82-59**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**FY2010/11Agreement Between Alachua County and Planned Parenthood of North Florida, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE ROBERTS	CONTACT: LEE ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY10/11 Agreement between Alachua County and Planned Parenthood of North Florida , Inc. (2 copies)**	AMOUNT: **$31,501.00**	

EXECUTIVE SUMMARY: This is an Agreement between Alachua County and Planned Parenthood of North Florida, Inc. for FY10/11.

BACKGROUND: Planned Parenthood of North Florida, Inc. provides health care poverty reduction services for underinsured Alachua County adolescents through its Teen Clinic program. The no-cost clinic incorporates medical services for reproductive health care and sexual health information and education to promote healthier living and responsible decision-making.

ISSUES: Funding for this was approved as part of the FY10/11 budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.

ACTION

Recommendation: Approve and Execute the FY10/11 Agreement between Alachua County and Planned Parenthood of North Florida, Inc.

BUDGETARY IMPACT

Recommendation:	Approve the expenditure, as it was approved as part of the FY10/11 budget by the Board
Funding Sources:	General Fund
Associated Costs	None
Account Code:	001-2903-569.82-59

Attachments:	FY10/11 Agreement between Alachua County and Planned Parenthood of North Florida , Inc. (2 copies)
Suggested Reference Material:	No reference materials are suggested

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/4/10

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND PLANNED PARENTHOOD OF NORTH FLORIDA, INC.

THIS AGREEMENT, made and entered into this 4th day of Jan., A.D., 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Planned Parenthood of North Florida, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Planned Parenthood of North Florida, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **Teen Clinic**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **Teen Clinic** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. **Term:**

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Thirty-One Thousand Five Hundred and One Dollars ($31,501.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Planned Parenthood of North Florida, Inc.
3850 Beach Blvd.
Jacksonville, FL 32207

Section 4. <u>Audit, Records, and Reporting:</u>

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Staci Fox, President & CEO
Planned Parenthood of North Florida, Inc.
3850 Beach Blvd.
Jacksonville, FL 32207

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. <u>Laws & Regulations:</u>

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: _____

Print: Jane E.R Nesbit

Title: Chair

By: _____

Print: STACI FOX

Title: CEO

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: Planned Parenthood of North Florida

Program: Teen Clinic

Amount of Award: $ 31,501

B. Brief Program Description:

Teen Clinic is a service designed to address the needs of underinsured adolescent boys and girls in Alachua County. It incorporates reproductive healthcare and sexual health information via a no-cost clinic for 200 Alachua County teens. The components of the project recognize the need to empower teens with the ability to responsibly control their reproductive lives. Ultimately, the goal is to provide medical services and education to teens in a way that promotes healthier lives, identifies choices and offers an escape from poverty.

200 female and male teen in Alachua will receive free reproductive health services including contraceptives, cancer screening, and testing/treatment for sexually transmitted infections. The Teen Clinic Coordinator will provide individualized educational sessions that address issues such as self esteem, health relationships and risk reduction. Teens will be seen in the PPNF clinic located at 914 NW 13th Street. Case management services can be provided off site as needed.

B. How will CAPP funds be expended?

- Internship stipend
- Clinical services for teens

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Planned Parenthood of North Florida	**Program: Teen Clinic**

Name, Title & E-Mail of Person Completing Report:

Kristen Waylen, Director of Education

Reporting Period:

- **X** Contract
- ☐ Revision
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: Teen Clinic is a service designed to address the needs of underinsured adolescent boys and girls in Alachua County. It incorporates reproductive healthcare and sexual health information via a no-cost clinic for 200 Alachua County teens. The components of the project recognize the need to empower teens with the ability to responsibly control their reproductive lives. Ultimately, the goal is to provide medical services and education to teens in a way that promotes healthier lives, identifies choices and offers an escape from poverty. Female and male teens in Alachua will receive free reproductive health services including contraceptives, cancer screening, and testing/treatment for sexually transmitted infections. The Teen Clinic Coordinator will provide individualized educational sessions that address issues such as self esteem, health relationships and risk reduction. Teens will be seen in the PPNF clinic located at 914 NW 13th Street. Case management services can be provided off site as needed.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• Administrative Staff • Clinical Staff • Clinical Space • Computers • Office Supplies & Equipment • Community partners, schools, and youth serving agencies • Intern to coordinate program	• Assessment of risky behavior • Social and clinical case management • Contact documentation • Creation of action plan • Monthly monitoring for compliance by supervisor on follow up and action plan • Informational counseling on birth control methods and sexually transmitted infection prevention • Information & referral for other social or clinical needs outside of PPNF	Teen Clinic • 175 Female clients • 25 male clients • Monthly follow up with each clinical client For female clients: • 1 annual exam to include a pap and STI screening; 1 medical visit and necessary medication; 1 year supply of contraceptives and emergency contraception For male clients: • 1 medical visit to include STI screening and treatment	1. Increased knowledge of sexual health practices and risk-reduction practices 2. Reduction of self reported risky behavior 3. Increased skills in health management

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Planned Parenthood of North Florida	**Program: Teen Clinic**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. Increased knowledge of sexual health practices and risk-reduction practices	Increased knowledge about birth control and sexually transmitted infections	Knowledge questionnaire	Census	Monthly
2. Reduction of self reported risky behavior	Self-report of sexual behavior and contraceptive use	Sexual risk behavior scale and birth control use scale	Census	Monthly
3. Increased skills in health management	Completion of medical history	Clinical chart medical history form	Census	Monthly

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS		Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX	**TOTAL**				
Male					
Female					
Unknown					
Family					
AGE	**TOTAL**				
0 to 4 years					
5 to 9 years					
10 to 14 years					
15 to 19 years					
20 to 34 years					
35 to 54 years					
55 to 64 years					
65 and over					
Age Unknown					
ETHNICITY	**TOTAL**				
White					
Black					
Hispanic/Latino					
Asian					
American Indian					
Other					
HOUSEHOLD INCOME	**TOTAL**				
Below $10,000					
$10,000 to $14,999					
$15,000 to $19,999					
$20,000 to $29,999					
$30,000 and above					
Income Unknown					

*** DEFINITION OF <u>UNDUPLICATED</u>:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ EFT

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	**Program:**

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (Per events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7481

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 6, 2011

MEMORANDUM

To: Lee Roberts
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDA CERTIFIED ORGANIC GROWERS AND CONSUMERS, INC.
Agreement to provide poverty reduction services to county residents through its GIFT Gardens Program
Term: October 1, 2010 – September 30, 2011
Amount: $20,701.00 Not to Exceed **Account: 001-2903-569.82-36**

Please forward the document to the vendor and keep a copy for your file. Your encumbrance number is attached.

Thank you for your assistance.

Enclosure

Cc: F&A
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: *www.co.alachua.fl.us*

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	**FY2010/11Agreement Between Alachua County and Florida Organic Growers and Consumers, Inc.**		
DEPARTMENT COMMUNITY SUPPORT SERVICES	RETURN TO LEE D. ROBERTS	CONTACT: LEE D. ROBERTS 264-6707	
DOCUMENT(S) REQUIRING ACTION:	**FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. (2 copies)**	AMOUNT: **$20,701.00**	

EXECUTIVE SUMMARY: **This is an Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. for FY10-11.**

BACKGROUND: **Florida Organic Growers and Consumers, Inc. provides poverty reduction services to Alachua County residents through its GIFT (Gainesville Initiative for Tasty Gardens) Gardens program. The program will establish an urban garden network through community partnerships. The agency will develop and distribute gardening newsletter, provide access to informative workshops, provide new gardens and physical resources such as soil and tools for garden development and maintenance.**

ISSUES: **Funding for this was approved as part of the FY10-11budget by the Board. If funding is withdrawn, the above poverty reduction services will not be provided.**

ACTION

Recommendation: **Approve and Execute the FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. and authorize the Chair to sign.**

BUDGETARY IMPACT

Recommendation:	**Approve the expenditure, as it was approved as part of the FY10-11budget by the Board.**
Funding Sources:	**General Fund**
Associated Costs	**None**
Account Code:	**001-2903-569.82-36**

Attachments:	**FY2010/11Agreement between Alachua County and Florida Organic Growers and Consumers, Inc. (2 copies)**
Suggested Reference Material:	**No reference materials are suggested.**

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					4/4/10

FY2010/11 AGREEMENT BETWEEN ALACHUA COUNTY AND FLORIDA CERTIFIED ORGANIC GROWERS AND CONSUMERS, INC.

THIS AGREEMENT, made and entered into this 4th day of Jan., A.D., 20 11 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and Florida Certified Organic Growers and Consumers, Inc., a non-profit corporation organized under the laws of the State of Florida hereinafter called "Agency".

W I T N E S S E T H:

WHEREAS, Florida Certified Organic Growers and Consumers, Inc. provides poverty reduction programs and services to citizens residing in Alachua County, Florida; and,

WHEREAS, the County has deemed that the program, **GIFT (Gainesville Initiative for Tasty) Gardens**, and its services are beneficial to Alachua County residents; and

WHEREAS, the County is desirous of contributing to the **GIFT (Gainesville Initiative for Tasty) Gardens** program and its services provided by the Agency;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term:

A. This agreement shall commence on October 1, 2010, and continue through and including September 30, 2011, unless earlier terminated, as provided herein.

B. The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. **Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in Attachment "B" attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in Attachment "B".

Section 3. **Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed ***Twenty Thousand Seven Hundred and One Dollars ($20,701.00)*** as specified below.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, a CAPP Invoice (Attachment F) to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full and that the services provided serve a public purpose. The Agency shall submit invoices to the County at the following address.

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act) and the Alachua County Prompt Payment Procedure. (Available at http://purchasing.alachua.fl.us/)

F. No invoice will be paid if received after December 15, 2011. Invoice payments shall be sent to:

Florida Certified Organic Growers and Consumers, Inc.
PO Box 12311
Gainesville, FL 32604

Section 4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial records and reports relating to utilization of the funds

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached Attachment "A" are mandatory. The Agency shall submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

Section 5. Default and Termination:

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to submit a plan for curing the default. The Division of Community Partnerships Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Director of Community Support Services is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may terminate the agreement without cause by first providing at least twenty-four hours written notice to the Agency prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work completed prior to any notice of termination.

Section 6. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. the Agency failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this contract.

Section 7. Modifications:

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

Section 8. Notices:

A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The County's representative and the Agency's representative are:

Alachua County:
Director
Dept. of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

AGENCY:
Marty Mesh, Executive Director
Florida Certified Organic Growers and Consumers, Inc.
PO Box 12311
Gainesville, FL 32604

A copy of any notice shall also be sent to:

Alachua County:
J. K. Irby
Clerk of the Circuit Court
Alachua County Courthouse
Post Office Box 600
Gainesville, Florida 32602-0600

Alachua County:
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contract

Section 9. Assignment of Interest:

A. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 10. Independent Contractor:

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

D. Florida law requires all employers with 4 or more employees to purchase worker's compensation insurance. Officers are considered employees unless they specifically exempt themselves in writing and file with the Florida Dept. of Insurance. A copy of such filing shall be included with this Agreement.

Section 11. Indemnification:

A. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or

liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. Laws & Regulations:

A. The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability:

A. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement:

A. This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion:

A. By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest:

A. The Agency warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries:

A. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue:

A. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction:

A. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records:

A. For a period of six (6) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Agency shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Agency's possession relating to the contract. Additionally, the Agency shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

B. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this agreement or license, Agency may claim that some or all of Agency's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Agency shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best

efforts to maintain the confidentiality of the information properly identified by the Agency as "Confidential Information" or "CI".

D. The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

Section 22. Communications:

A. The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the Division of Community Partnerships Manager or other representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. The Agency agrees to notify the Division of Community Partnerships Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Division of Community Partnerships Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

Section 23. Award Acknowledgement of Support:

A. The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Agency Partnership Program" or County-approved logo, is to

be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

Section 24. Counterparts:

A. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 25. Attachments:

A. All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Chair, Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY:

WITNESS:

By: Leah Cohen

Print: Leah Cohen

Title: Social Justice Coordinator

By: Marty Mark

Print: Marty Mark

Title: Exec. Director

8 ATTACHMENTS:

1. Attachment A – Mandatory Reports
2. Attachment B – Scope of Services
3. Attachment C – Program Logic Model & Evaluation Plan (Schedules K-1 & K-2)
4. Attachment D – Performance Outcome Report (Schedule L)
5. Attachment E - Program Statistics
6. Attachment F – Invoice Form
7. Attachment G – Change Notification Form
8. Attachment H – End-of-Year Report

ATTACHMENT A

Mandatory Reports

Alachua County Community Agency Partnership Program

Due Date	Report Type	Reporting Period
January 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Oct 1 – Dec 31
April 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	Jan 1- March 30
July 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table	April 1 – June 30
October 15	Agency Financial Statement Schedules K-1 & K-2 Schedule L Program Statistics Table End of Year Report	July 1 – Sept 30 July 1 – Sept. 30 Grant period Grant period Grant period

Submit these reports to the County at the following address:

Division of Community Partnerships Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641

ATTACHMENT B

FY2010/11 Scope of Program Services

Alachua County Community Agency Partnership Program

Agency: **Florida Certified Organic Growers and Consumers, Inc.**

Program: **Gainesville Initiative for Tasty Gardens (GIFT)**

Amount of Award: $ 20,701.00

A. Brief Program Description:

In its third year of operation, GIFT Gardens will alter its focus somewhat based on feedback of GIFT Garden recipients and research into what other communities with similar programs have done to accommodate the needs of increased demand for urban gardening resources.

GIFT Garden staff will focus on accommodating our existing gardens which currently exceed 209, and support new gardeners by establishing an urban garden network. Through various community partnerships, FOG will develop and distribute garden newsletters, provide access to numerous informative workshops as well as physical resources such as soil and tools. Existing GIFT gardeners receive free workshop admission and resources, while community members will pay a nominal fee to attend workshops and receive supplies.

GIFT Gardens will continue to provide new gardens for applicants, but on a much reduced scale as compared to last year. A total of eight gardens will be provided to various organizations and select residential gardens that qualify.

Garden harvests will be measured for at least 10 recipients to help quantify the amount of food produced from an average raised bed garden. Follow-up surveys will continue to be administered and workshop effectiveness will be assessed through surveys.

B. How will CAPP funds be expended?

- **Materials and Supplies**
  Soil, lumber, plants, miscellaneous garden supplies
- **Printing**
  Workshop materials, brochures for workshops and outreach
- **Program Personnel Salary & Benefits**
- **Vehicle and Equipment Maintenance** essential for program operation

ATTACHMENT C

FY 2010/11 SCHEDULE K-1: PROGRAM LOGIC MODEL

Alachua County Community Agency Partnership Program

Agency: Florida Certified Organic Growers and Consumers, Inc. (FOG)	**Program: Gainesville Initiative for Tasty Gardens (GIFT)**

Name, Title & E-Mail of Person Completing Report:

Melissa DeSa, Project Coordinator; fog@foginfo.org

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-2, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-2, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-2, L & Agency Financial Statement)

Program Description: FOG will establish an urban garden network that will assist existing GIFT Garden recipients helping them continue to grow successful gardens. FOG will also build a limited number of new GIFT Garden beds for low income applicants, focusing more on larger community/organization gardens. The urban garden network will also provide resource assistance to gardeners, by providing free gardening workshops, email updates, a gardening newsletter filled with up to date community events and opportunities, and access to physical resources such as soil and plants. The network will be a collaboration of organizations and agencies that will better serve gardeners by connecting them with the numerous opportunities available to help cultivate successful gardens, and teach people not only how to grow their own food but also prepare and enjoy local harvests.

INPUTS	ACTIVITIES	OUTPUTS	OUTCOMES
• Staff • Volunteers • Storage Facility • Lumber • Soil • Vegetable Starts • Seeds • Misc supplies (screws, tools, twine, seed envelopes, plant labels) • Printed materials (brochures, postcards, educational handouts	• Accept new GIFT Garden applications from organizations • Develop, coordinate, deliver educational workshops, including soliciting give-aways • Develop neighborhood garden clusters and various networks (school, church, neighborhood). • Evaluate workshop effectiveness • Measure garden harvests • Coordinate volunteers and others providing in-kind services or resources • Build and assist new gardens • Provide assistance to existing gardeners • Work with volunteer organizations to maintain, harvest and deliver food from community gardens • Work with partners to ensure charitable organizations can properly prepare/store	• Provide up to 8 new gardens at community centers and residential locations • Provide 2-5workshops • Measure garden harvests from 10 gardens • Recruit 10 volunteer organizations to assist with maintenance of edible parks.	1. GIFT Garden recipients save $50 or more on monthly grocery bills, becoming more food secure by providing for some of their own needs. 2. 85% of network participants report increased gardening knowledge and access to fresh vegetables. 3. Food pantries and other charitable organizations that receive community harvests report increased use of fresh fruits and vegetables in their kitchens/storefronts.

etc.)	fresh produce		

ATTACHMENT C - Continued

FY2010/11 SCHEDULE K-2: PROGRAM EVALUATION PLAN

Alachua County Community Agency Partnership Program

Agency: Florida Certified Organic Growers and Consumers, Inc. (FOG)	**Program: Gainesville Initiative for Tasty Gardens (GIFT)**

Reporting Period:

X Contract
☐ Revision
☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1, L & Agency Financial Statement)
☐ Jan 01-March 31, 20____ (Due: April 15, along with Schedules K-1, L & Agency Financial Statement)
☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1, L & Agency Financial Statement)

OUTCOMES	INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY AND SAMPLE SIZE	FREQUENCY AND SCHEDULE OF DATA COLLECTION
1. GIFT Garden recipients save $50 or more on monthly grocery bills, becoming more food secure by providing for some of their own needs.	Surveys indicate recipients are saving money. Harvest data recorded from a sample of gardens reflects actual savings as estimated by quantities of food harvested.	Follow-up surveys are used for all GIFT Garden recipients. Harvest data records every harvest amount and compares to average grocery store prices.	GIFT Garden recipients are required to complete a follow-up survey. 10 participants are asked to participate for at least one growing season.	After a growing season (fall or spring) GIFT Garden recipients are asked to complete a survey. The process is ongoing and includes participants from previous fiscal years. Every harvest from the garden is recorded for at least one growing season for at least 10 participants.
2. 85% of network participants report increased gardening knowledge and access to fresh vegetables.	Surveys of participants indicate they are learning more about growing food, find the workshops helpful and are consuming more vegetables.	Surveys administered to participants assess usefulness, knowledge gained and consumption of vegetables.	Participants asked to complete questionnaire on site at workshops to assess knowledge gained, and later on to assess vegetable consumption.	Ongoing throughout fiscal year.
4. Food pantries and other charitable organizations that receive of community	Interviews with organizations indicate that more fresh produce is being	Interviews with recipient organizations and volunteers.	Informal interviews with recipient organizations and meal participants.	Ongoing throughout fiscal year.

harvests report increased use of fresh fruits and vegetables in their kitchens/storefronts.	donated.	Food delivered will be quantified each time to estimate pounds/bushels/ meals (whatever is appropriate).	Volunteers that harvest and deliver food will quantify food amounts delivered.	

ATTACHMENT D

SCHEDULE L

PROGRAM PERFORMANCE OUTCOME REPORT

Alachua County Community Agency Partnership Program

(Complete a separate Schedule L for each program)

Agency:	Program:

Name, Title & Phone of Person Completing Report: _____

Reporting Period:
- ☐ Oct 1 – Dec 31, 20____ (Due: January 15, along with Schedules K-1 & L)
- ☐ Jan 01-March 30, 20____ (Due: April 15, along with Schedules K-1 & L)
- ☐ April 1-June 30, 20____ (Due: July 15, along with Schedules K-1 & L)
- ☐ **GRANT PERIOD** Oct 1, 20_____ - Sept. 30, 20_____ (Due: October 15, along with Schedules K-2, Program Statistics Table & End-of-Year Report)

1. How many unduplicated persons did the program serve during the above checked reporting period? _____

2. Complete the table below:
   - Column 1: List each Outcome.
   - Column 2: How many unduplicated program participants were measured for the Outcome?
   - Column 3: What tools were used to measure the Outcome?
   - Column 4: List the dates the measurements were taken/administered.
   - Column 5: How many program participants achieved the Outcome?
   - Column 6: Divide Column 5 by Column 2 to get the Outcome %.

OUTCOMES	#Measured	Measurement Tool(s)	Dates Measured	# Achieved	Outcome %
1.					
2.					
3.					

3. Explanation of Results - Explain what factors you believe impacted the results of each of the program's outcomes. Describe both successes and challenges for each outcome. Explain any adjustments made or planned for the program.

a) Outcome # 1
Successes:
Challenges:
Adjustments:

b) Outcome # 2
Successes:
Challenges:
Adjustments:

c) Outcome # 3
Successes:
Challenges:
Adjustments:

ATTACHMENT E

PROGRAM STATISTICS

Alachua County Community Agency Partnership Program

Agency:	**Program:**

TOTAL NUMBER OF *UNDUPLICATED ALACHUA COUNTY CLIENTS/PARTICIPANTS	Oct 1 – Dec 31	Jan 1 – March 30	April 1 – June 30	Yearly Oct 1 – Sept. 30
SEX **TOTAL**				
Male				
Female				
Unknown				
Family				
AGE **TOTAL**				
0 to 4 years				
5 to 9 years				
10 to 14 years				
15 to 19 years				
20 to 34 years				
35 to 54 years				
55 to 64 years				
65 and over				
Age Unknown				
ETHNICITY **TOTAL**				
White				
Black				
Hispanic/Latino				
Asian				
American Indian				
Other				
HOUSEHOLD INCOME **TOTAL**				
Below $10,000				
$10,000 to $14,999				
$15,000 to $19,999				
$20,000 to $29,999				
$30,000 and above				
Income Unknown				

* **DEFINITION OF UNDUPLICATED:** An unduplicated client is an individual who is counted one time during the contract year, even though that individual may receive multiple services or one service multiple times.

ATTACHMENT F - **Community Agency Partnership Program (CAPP) Invoice**

** If agency uses its own invoice numbering system

Current Date and **Invoice Number	
Invoice Time Period:	
Total Amount of Reimbursement Requested:	
Agency Name:	Program(s) Included on Invoice:
Original Amount of Award:	
Percentage of Award Requested to Date:	
Name & Title of Person Preparing Invoice:	
E-mail Address of Person Preparing Invoice:	
Phone Number of Person Preparing Invoice:	

Goods/Services	Vendor/Provider	Job Title	$ Total Receipt	%	$ Amount to Pay
Remember to attach adding machine tape. Do not use staples on the invoice. **TOTAL AMOUNT OF REIMBURSEMENT REQUESTED:**					

PAYMENT:

____ **EFT**

AGENCY MAILING ADDRESS:

Which invoices have been turned in prior to this invoice?

☐ **Oct** ☐ **Nov** ☐ **Dec** ☐ **Jan** ☐ **Feb** ☐ **Mar**

☐ **Apr** ☐ **May** ☐ **Jun** ☐ **Jul** ☐ **Aug** ☐ **Sep**

Which Agency Financial Statements have been submitted to the contract manager?

☐ **1st Q** ☐ **2nd Q** ☐ **3rd Q** ☐ **4th Q**

Per the Agreement with Alachua County, I hereby declare that the goods/services indicated in the invoice have reached the level stated, have been properly and timely performed, are allowable based on the agency's Scope of Services, have served a public purpose, that the expenses included in the invoice have been reasonably incurred in accordance with the CAPP Agreement, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT G

UPDATE/CHANGE NOTIFICATION FORM

Community Agency Partnership Program

DATE:

AGENCY:

CATEGORY OF UPDATE/CHANGE:

☐ **Board of Directors**

☐ **Staff**

☐ **Staff E-mail Address**

☐ **Agency E-mail Address**

☐ **Agency Postal Mailing Address**

☐ **Agency Street Address**

☐ **Other**

CHANGE TO REPORT:

DATE CHANGE EFFECTIVE:

_____ _____

Signature & Title of Authorized Agency Representative **Date**

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 1 of 3

*Include Schedule K's, Schedule L, Program Statistics Table & 4th Quarter Agency Financial Statement with this report.

SECTION I. QUESTIONS

Agency:	Program:

1. **Brief Description of Program**:

2. **Amount of CAPP Award**:

3. **Matching or Leveraging of Funds or Resources:** Did the CAPP award for this program assist the agency in acquiring matching funds or a leveraging of funds or resources?
   ☐No ☐Matching Funds ☐Leveraging of Funds ☐Leveraging of Resources

4. **Dollar Amount of Matched or Leveraged Funds**: In terms of matched or leveraged funds (cash) what dollar amount did the CAPP program award assist in bringing into Alachua County?

5. **Dollar Amount of Leveraged Resources**: What is the approximate dollar amount of resources that were leveraged as a result of the CAPP contribution to this program?

6. **Start Date:** On what 2010/11 date did the 2010/11 CAPP-funded program begin, in its entirety?

7. **End Date:** Did the 10/11 CAPP-funded program end prior to September 30, 2011? ☐Yes ☐No

   If yes, when did the program end for the 10/11 funding year? Please state the reason(s) the program ended prior to September 30, 2011.

8. **Months:** Which months was the program conducted? ☐Oct ☐Nov ☐Dec ☐Jan ☐Feb ☐March ☐April ☐May ☐June ☐July ☐Aug ☐Sept

9. **Days of Week**: What days of the week was the program conducted?

10. **Program Frequency:** How often was the program conducted? (Daily, weekly, twice a week, bi-weekly, etc.)

11. **Program Hours:** What were the hours of the program?

Program Outcomes:

12. Which of the program's Outcomes were exceeded?

13. Which of the program's Outcomes were fully achieved?

14. Which of the program's Outcomes were partially achieved?

15. **Agency Salary Increases:**

Which Alachua County-based staff positions received an increase in pay, were the positions CAPP program staff , and what was the percentage of the increase?

Position	CAPP Program Staff?	% Increase

ATTACHMENT II

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 2 of 3 - **Match/Leverage Table**

SECTION II. MATCH/LEVERAGE TABLE

Agency:	Program:

Source of Matching/Leveraged Funds or Resources: Complete the table below in reference to # 3 on the previous page, unless CAPP funds did not contribute to acquiring matching or leveraged funds or resources. List the type (cash match, leveraged funds, leveraged resources); the name of the corresponding source agency/organization/foundation/donor; the name of any grants associated with the match or leverage; the corresponding ratios/amounts, including an estimated value for leveraged resources; and explain the arrangement of the match or leverage. Also include an explanation of how leveraged resources' dollar amounts were calculated. If an individual donor qualifies as a source of match or leverage, please list the person's name, unless s/he wishes to remain anonymous. If s/he wishes to remain anonymous, write "Anonymous Individual Donor" in the space. Expand table as necessary.

☐ **Current CAPP funding for the program did not contribute to the agency receiving matching funds or a leveraging of funds or resources.**

Type (Matching Funds, Leverage Funds, Leveraged Resources)	**Source & Name of Grant** (Agency/Organization/ Foundation/Donor & Name of Grant)	**Leveraged Resources** (List the specific resources that were leveraged)	**Ratios/ Amounts** (If a leveraged resource, include estimated value)	**Details of Arrangement** (State the details of the match or leverage. If it was a leveraged resource, include how the estimated dollar value was arrived at.)

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE

Agency:	Program:

Please note that many categories request 2 numbers

	SHELTER/HOUSING		HEALTH CARE
	Shelter (# Unduplicated Persons/#Families)		Initial Assessments (# clients receiving)
	Temporary Housing (# Unduplicated Persons/#Families)		Monitoring/Follow-up (# patients unduplicated)
	Permanent Housing (# placements made)		Reproductive-Related (# visits/# patients unduplicated)
	$ Amt Deposit/Down Pymt/Rental/Mortgage Assistance (total cash amount distributed)		Eyeglasses (# pairs of eyeglasses distributed)
	Deposit/Down Pymt/Rental/Mortgage Cash Assistance (# households receiving)		Hearing Aids (# hearing aids distributed)
	# Adults unduplicated who stayed in shelter/temp housing (18 y/o and above)		Medical Tests & Labs (# of tests/labs performed)/# patients
	# Children unduplicated who stayed in shelter/temp housing (0 – 17 y/o)		# clients unduplicated for whom health care referrals were made
			# clients unduplicated who followed up w/referral
	UTILITIES CASH ASSISTANCE		#times medication/pharmacy assistance provided
	$ Amt distributed		# clients who received meds/pharmacy assist
	# Households Served		
	OTHER CASH ASSISTANCE		**EDUCATIONAL FIELD TRIPS**
	Type:		# Educational Field Trips
	$ Amt		# Participants unduplicated
	# Households Served		
	LICENSED COUNSELING/THERAPY		**PREVENTION CLASSES**
	Individual Counseling: #sessions/# unduplicated clients		STD's: # classes/# participants
	Group Counseling: #sessions/# unduplicated clients		Substance Abuse: # classes/#participants
	Victim Advocacy: # unduplicated clients		Teen Pregnancy: # classes/#participants
	Other:		Violence: # classes/#participants
			Health Care Related: # trainings
	FOOD		**VEGETABLE GARDENING**
	# lbs. of food distributed		# gardens planted
	# households served through the food distribution		# homes where gardens planted
	# people served through the food distribution		# community gardens planted
	# meals resulting from lbs. distributed		# community sites where gardens planted
	# network agencies (Food Bank & Gainesville Harvest)		# households served by community garden
	# Households receiving Meals on Wheels		Average amt saved on groceries per household due to garden
	# congregate meal sites		# households reporting increased vegetable intake due to home garden
	# persons unduplicated served at congregate meal sites		

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 4

III. PROGRAM GOODS & SERVICES TABLE (cont.)

Agency:	Program:

	CLIENT TRANSPORTATION
	Bus Passes (# passes distributed)
	Private transport of program clients (# of trips)
	Other:
	GOODS
	Appliances (# appliances given away)
	Clothing (# persons to whom clothing was provided)
	Household Furnishings (# households receiving free furnishings)
	Household Goods (# households receiving free household goods)
	Personal Hygiene (# persons receiving free personal hygiene products)
	Other:
	HOMELESS
	# Homeless Adults Served (age 18 and above)
	# Homeless Children Served (0 – 17 years)
	# Total Services to Adults
	# Total Services to Children
	$ Amt spent on homeless (non in-kind)
	In-kind $ Amt spent on services for homeless
	Total (cash + in-kind) spent on homeless
	ASSISTANCE W/APPLICATION: (# persons assisted)
	College/Technical School
	Criminal Record Expungement
	Employment
	Food Stamps
	High School or College Credits
	Housing
	Pharmaceutical Assistance Program (PAP)
	SSI
	Other:

	CLASSES (# classes/# persons unduplicated)
	Arts & Crafts
	Career training/exploration
	Computer Usage
	Computer Repair
	Employability Skills
	Financial
	Health Education
	Home Ownership
	Homework Helpers/Tutoring (# students tutored, only)
	Landlord/Tenant
	Licensed School Readiness
	Life Skills
	Music
	Nutrition
	Parenting
	Physical Activity/Fitness
	Sewing
	Tutoring - Adults
	Vehicle Repair
	Other:
	VOLUNTEERS/WORK STUDY/AMERICORPS
	# Volunteers utilized
	# Volunteer hours
	# Work Study Students Utilized
	# Work Study Hours
	#AmeriCorps members
	# AmeriCorps member hours

HOMELESS section: If your agency serves only homeless, include rent, utilities and salaries in your calculation.

ATTACHMENT H

2010/2011 END OF YEAR REPORT

Alachua County Community Agency Partnership Program

Section 3 of 3

III. PROGRAM GOODS & SERVICES TABLE (cont.)

	HOME WEATHERIZATION & REPAIR		**DAY PROGRAMS (Al'z Place, ARC & EasterSeals)**
	# Audits Conducted		# clients served
	# Households Rcvg Standard Weatherization		# meals provided
	# Owner-occupied		#snacks provided
	# Rental property		# caregiver support group sessions
	# Window a/c units installed		# caregivers served through supportive services
	# Water heaters installed		**ALACHUA COUNTY SCHOOLS (For events/trainings/services provided at schools, list name of school, the service provided & # students served)**
	Ave. $ saved on utilities per household		
	# GRU Customers		
	#Non-GRU Customers		
	# City of Archer		
	# Hawthorne		
	#High Springs		
	#La Crosse		
	#Micanopy		**OTHER SERVICES (list)**
	#Newberry		
	#Waldo		
	List housing repairs and #: (continue into **Other Services** column if needed)		

#7482

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 6, 2011

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on January 4, 2011 & Received in Contracts January 6, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

CAUSSEAUX, HEWETT & WALPOLE, INC.
Agreement for Professional Surveying Services
(SW 62nd Ave & SW 63rd Blvd from Archer Road to Williston Road)
Term: January 4, 2011 - September 30, 2011
Amount: $28,660.00 Not to Exceed **Account: 350-7916-541.63-63**

Please forward the document to the vendor and keep a copy for your file. Also enclosed is your Encumbrance Number. Thank you for your assistance.

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Professional Services Agreement between Alachua County and Causseaux, Hewett & Walpole, Inc to perform surveying services on SW 62 Avenue and SW 63 Blvd from Archer Road to Williston Road

DEPARTMENT:	RETURN TO	CONTACT: Cathy Ernst
Public Works	Cathy Ernst	PHONE #: x 1225
DOCUMENT(S) REQUIRING ACTION: Professional Services Agreement		AMOUNT: $28660.00 Not-to-Exceed

EXECUTIVE SUMMARY: Professional Services Agreement between Alachua County and Causseaux, Hewett & Walpole, Inc to perform land surveying services on SW 62 Avenue and SW 63 Blvd from Archer Road to Williston Road

BACKGROUND:

Alachua County has need of land surveying services in connection with the resurfacing and widening project for SW 62 Avenue and SW 63 Boulevard. The Public Works Department has selected the firm of Causseaux, Hewett and Walpole, Inc (hereinafter referred to as "CHW") to perform the professional surveying services required for this project due to the extensive work this firm has already done in Findley Woods development located along SW 62 Avenue. Since CHW has performed extensive work in this area, it greatly reduces the County's cost associated with this project.

This Professional Services Agreement is only for the SW 62 Avenue/SW 63 Boulevard project and with a not to exceed cost of $28,660.00

The attached Professional Services Agreement has been executed in duplicate by CHW.

ISSUES: There are no issues anticipated with this agreement for Professional Services between Alachua County and Causseaux, Hewett & Walpole, Inc.

ACTION

Recommendation: Approve and execute the "Professional Services Agreement"

BUDGETARY IMPACT

Recommendation: Approve contract. Amount for surveying is budgeted in capital project

Funding Sources: 5¢ Local Options Gas Tax

Associated Costs $28,660.00

Account Code: 350-7916-541.63-63

ATTACHMENTS: Professional Services Agreement (in duplicate)

SUGGESTED REFERENCE MATERIAL: N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
12/15 12/15					12/15/10

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 4th day of ~~December~~ Jan., 2011 between ALACHUA COUNTY, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and CAUSSEAUX, HEWETT & WALPOLE, INC. doing business at 6011 NW 1st Place, Gainesville, FL 32607 hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for Professional Surveying Services, and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and continues until September 30, 2011. Unless earlier terminated as provide herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Surveying by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A"**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Attachment "B"**

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of Twenty-Eight Thousand Six Hundred Sixty Dollars and no/100 ($28,660.00) allocated in the following manner:

5.2. No additional reimbursable expense will be paid under this agreement

5.3. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

County Surveyor
Alachua County Public Works Department
PO Box 1188
Gainesville, Florida, 32602-1188

5.4. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the

inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.5. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Causseaux, Hewett & Walpole, Inc
6011 NW 1st Place
Gainesville, FL 32607
ATTN: Kevin W. Hewett, P.L.S

6. **Personnel**.

6.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	FUNCTION
Kevin W. Hewett, P.L.S.	Principal Surveyor
Stacy A. Hall P.S.M.	Project Manager
Aaron A. Hickman P.S.M.	Field Crew Supervisor
Katy Mcmahon	Senior Cad Technician
Robert Mercer	Field Crew Chief
Caturbahu Bhakti	Instrument Man
Wallace Smiley	Field Crew Chief
Ira Arnold	Instrument Man
Kelly Putman	Project Assistant

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The County Surveyor may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

COUNTY:

County Surveyor
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188

PROFESSIONAL Causseaux, Hewett & Walpole, Inc.
6011 NW 1 Place
Gainesville, FL 32607
ATTN: Kevin W. Hewett, PLS

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Surveyor is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the

Professional for all work completed prior to any notice of termination.

9. **Project Records**.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance**. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C".**

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. **Indemnification**

14.1. To the maximum extent permitted by Florida law, the [Contractor/Construction Manager/Architect] shall defend, indemnify and hold harmless the County and it's officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Architect or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the [Contractor/Construction Manager/Architect] or anyone employed or utilized by the [Contractor/Construction Manager/Architect] in the performance of this Agreement.

14.2. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the [Contractor/Construction Manager/Architect], the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the [Contractor/Construction Manager/Architect]. The [Contractor/Construction Manager/Architect] obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of [Contractor/Construction Manager/Architect] insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the [Contractor/Construction Manager/Architect].

14.4. In any and all claims against the County or any of its agents or employees by any employee of the [Contractor/Construction Manager/Architect], any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the [Contractor/Construction Manager/Architect] or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

14.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. **Standard of Care**. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional surveyor performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

16. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

17. **Successors and Assigns**. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

18. **Independent Professional or Consultant**. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

19. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

20. **Conflict of Interest**. The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

21. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

25. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

26. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

28. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

30. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

31. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: _____

Randall H. Reid, County Manager

Witness to Mr. Reid

_____

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

CAUSSEAUX, HEWETT & WALPOLE, INC

By: _____

Print: Kevin Hewett

Title: Vice President

ATTEST (By Corporate Officer)

By: _____

Print: Beryl Causseaux

Title: President

ATTACHMENT A: Scope Of Services

S.W. 62nd Avenue and S.W. 63rd Blvd. from Archer Road to Williston Road,
Alachua County, Florida
Proposal for Land Surveying Services

According to your detailed instructions the following items will be included in the survey:

1) Establish, monument & station the centerline of both roadways as our survey baseline, locating all PC, PT, PI, POT, etc & referencing each point;
2) On the straight-a-ways, our control points will be no further than 1000 feet apart;
3) Tie centerline to the centerline of SR 24 and SR 121 and note the FDOT stationing for each road;
4) Establish coordinates on all control points based upon the 1988 densification survey;
5) Determine & depict the right-of-ways through route (county will furnish all deeds granting right-of-way);
6) Locate and describe all fences, fence corners & gates along the right-of-ways;
7) Tie any visable monumentation & depict parcel numbers;
8) Locate and describe type of all driveways (designate those driveways presently in use), roadways, edge of pavement, above ground utilities, mailboxes, stripping, ditches, road signs, sidewalks, curb & gutter, signals, etc that lie within the right-of-way;
9) Locate all trees with a diameter as measured at chest height greater than or equal to 8 inches. All located trees will be tagged and numbered according to Alachua County LDR's;
10) Tie and reference the NW corner of Section 27, Township 10 South, Range 19 East and prepare a certified corner record to be filed;
11) Tie the approximate north line of Section 27 and the approximate west line of the GIF Clark Grant;
12) Indicate all wooded, pasture and open areas;
13) Establish BM's and tie each to the baseline with stationing no further apart than 1000 feet;
14) Prepare a topographic survey of all survey features with sufficient elevations to develop a DTM for these two (2) roads (only above ground utilities to be shown);
15) Topographic area to include 50 feet on either side of the centerline of SW 63rd Blvd, from SR 24 southerly through the curve to SW 62nd Avenue, we will also locate and describe all buildings that fall within this area;
16) Topographic area to include 60 feet on either side of the centerline of SW 62nd Avenue, from the end of said curve easterly to SR 121, we will also locate and describe all buildings that fall within this area;
17) All overhead utilities that cross over SW 63rd Blvd and SW 62nd Avenue will be described and ownership stated, as well all associated power poles with numbers and guy wires. The height above the roadway centerline will be noted;
18) All driveways will be described along with associated mailboxes as well as their orientation;
19) Locate all topographic features 100 feet beyond where your centerline control intersects with SR 24 and SR 121 centerlines, from right-of-way to right-of-way to include all signalization and stripping;

20) For horizontal curves with superelevation, we will survey cross-sections at 20 ft intervals from the begin/end of a normal crown, through the superelevation transition and full superelevation section;
21) All features around Calvary Church as well as all roads in front of the church will be shown at the intersection of SW 62nd Avenue and SW 63rd Blvd; and,
22) Gas line crossings will be notated as well.

Deliverables will include a preliminary check print for your review. Once your comments have been addressed, you will be furnished with six (6) certified prints, an electronic copy of the survey in an acceptable version of Autocad, copies of all research materials, mapping, and calculations used in the production of the survey.

The above described services will be invoiced at our normal hourly rate (copy of which are included for your reference) with a not to exceed cost of **$28,660.00.**

The survey will be performed in accordance with the Minimum Technical Standards set forth in Florida Administrative Code 5J-17 adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes 472.027.

Causseaux, Hewett, & Walpole, Inc.

Schedule 'A'
2011 Standard Rate Schedule
(July 1, 2010 – June 30, 2011)

Civil Engineering Division	Rate
Principal Professional Engineer	$170.00/hr.
Project Manager/Professional Engineer	$127.00/hr.
Project Manager	$110.00/hr.
Project Engineer	$ 97.00/hr.
Inspector	$ 76.00/hr.
Planning Division	
Director of Planning & G.I.S. Services	$127.00/hr.
Senior Planner	$104.00/hr.
Planner	$ 80.00/hr.
Land Surveying Division	
Principal Professional Surveyor	$170.00/hr.
Professional Surveyor & Mapper	$112.00/hr.
Chief of Surveys or Project Surveyor	$ 88.00/hr.
2-Man Field Crew	$112.00/hr.
3-Man Field Crew	$147.00/hr.
Field Technician I	$ 46.00/hr.
Field Technician II	$ 59.00/hr.
GPS Field Operator	$100.00/hr.
All Divisions	
Depositions/Expert Witness	$300.00/hr.
Senior CADD Technician	$ 99.00 /hr
CADD Technician IV	$ 89.00/hr.
CADD Technician III	$ 75.00/hr.
CADD Technician II	$ 71.00/hr.
CADD Technician I	$ 59.00/hr.
Project Assistant / Clerical	$ 46.00/hr.
Overnight deliveries charged at 115% actual cost	
Prints charged at 115% of actual cost	

Rates will be increased by 5% July 1 of each year of this contract

ATTACHMENT B: Duties Of The County

This assigned project will be under the direction of the County Surveyor, who shall have the final authority for all County Survey projects, including preparation of the Scope of Services, review of the field work and approval of the finished mapping. Neither the County Surveyor's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Surveyor shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Surveyor's negligent performance of the services furnished under this Agreement.

The County Surveyor shall furnish the Surveyor all or part of the following items for each survey project assignment requested:

1. Scope of Services, including, any mapping and/or electronic files.
2. Information which is available from the Public Works Department mapping files.
3. Title information as may be needed.
4. Inform the Surveyor of any known design parameters or special requirements.
5. Special time restraints.
6. Listing of any special services that may be required.
7. Or any other information as may be necessary.

ATTACHMENT C: Insurance Requirements

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.

2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County

D All Coverages

1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

March 22, 2011 Regular Board Meeting
Agenda Item #47

Title
Earth Hour Resolution to cooperate with the City of Gainesville (Amended)

Amount
N/A

Description
Request Adoption of the Resolution for participation in Earth Hour on March 26, 2011

Recommendation
Adopt the Resolution for participation in Earth Hour on March 26, 2011

Alternative(s)
Do not approve and Direct staff

Requested By
Sean McLendon

Originating Department
County Manager

Attachment(s) Description
Resolution

Documents Requiring Action
Resolution

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
None

Fiscal Alternative(s)
None

Funding Sources
N/A

Account Code(s)
N/A

Attachment: A RESOLUTION FOR PARTICPATION IN EARTH HOUR ON MARCH 26.pdf

RESOLUTION NO. 11-17

Passed: March 15, 2011

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, FOR PARTICPATION IN EARTH HOUR ON MARCH 26, 2011

WHEREAS, the Board of County Commissioners are concerned about the impact of climate change and the future health and well-being of our planet and believes energy efficiency, natural resource conservation, and collective action are important elements in the effort to combat climate change; and

WHEREAS, the Board has assumed a leadership role in creating a strategy and taking action to address climate change and has been a long standing member of ICLEI – Local Governments for Sustainability and is committed to reducing greenhouse emissions; and

WHEREAS, Earth Hour is both an international and local symbolic event organized by the World Wildlife Fund to raise awareness about climate change issues, and to encourage businesses, individuals and governments to take actions to reduce their carbon emissions and their impact on the environment in their daily lives and operations; and

WHEREAS, Earth Hour asks all citizens, businesses, organizations and government agencies to turn off all non-essential lighting for one hour beginning at 8:30 pm on March 26, 2011 and to encourage citizens and businesses to commit to actions they can take in the coming year to reduce their carbon footprints and conserve energy; and

WHEREAS, cities and states across the country and around the world are joining with the Alachua County to raise awareness and demonstrate commitment to addressing climate change by supporting Earth Hour; and

WHEREAS, turning off non-essential lights in public buildings will serve as an example for county-wide energy conservation; and

WHEREAS, non-essential lighting in the County Administration Building and other public buildings will be extinguished for the hour between 8:30 PM and 9:30 PM on March 26, 2011 to conserve energy and raise awareness about global climate change as part of Earth Hour;

NOW, THEREFORE, BE IT RESOLVED BY THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS;

Section 1. The Board of County Commissioners does hereby designate March 26, 2011 from 8:30 p.m. to 9:30 p.m. as Earth Hour in Alachua County and call upon all residents and businesses in the county to join in supporting the aims and goals of this effort.

Section 2. The Board of County Commissioners does hereby direct Alachua County Facilities Management to turn off non-essential lights in County Administration Building as part of Earth Hour on March 26, 2011, from 8:30 p.m. to 9:30 p.m. and to provide information to citizens encouraging participation in Earth Hour.

PASSED AND ADOPTED this 15th day of March, 2011.

Lee Pinkoson, Chair

ATTEST:

Buddy Irby
Clerk of the Court

APPROVED AS TO FORM AND LEGALITY

David Wagner
County Attorney

March 22, 2011 Regular Board Meeting
Agenda Item #48

Title
Annual Purchase and Delivery of Limerock Material: Bid 11-4 Rebid (Amended)

Amount
Annual Estimated Budget $50,000.00

Description
Request approval of the Finance Report to approve and award Bid 11-4 Rebid: Annual Purchase and Delivery of Limerock Material.

Recommendation
Approve the award of Bid 11-4 Rebid; Annual Purchase and Delivery of Limerock Material authorize the Purchasing Manager, if applicable, to sign the purchase order(s).

Alternative(s)
That the Board reject the award of Annual Bid #11-4 Rebid: Annual Purchase and Delivery of Limerock Material.

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the award of Bid #11-4 Rebid; Annual Purchase and Delivery of Limerock Material, to Coleman Construction, Inc., and LMW Construction, Inc,. as the lowest responsive and responsible bidders meeting specifications, and authorize the Purchasing Manager to sign the purchase order(s)

Background
Bid #11-4 Rebid; Annual Purchase and Delivery of Limerock Material was advertised on December 1, 2011 and December 8, 2011. The deadline for receipt of bids was December 22, 2010. Six (6) vendors responded for Annual Bid #11-4 Rebid; Annual Purchase and Delivery of Limerock Material.

Issues
If Annual Bid #11-4; Annual Purchase and Delivery of Limerock Material is not approved County Departments will not be able to purchase limerock hauling Services.

Fiscal Recommendation
Sufficient funds exist to cover the purchase orders

Fiscal Alternative(s)
$0.00

Funding Sources
Various

Account Code(s)
Various

Attachment: 114REBIDFR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

February 21, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

Subject: **Bid # 11-4 Rebid; Annual Purchase and Delivery of Limerock Material**

Deadline for Receipt of Bids:	2:00 PM, Wednesday, December 22, 2011
Advertisement Dates:	December 1, 2011 and December 8, 2011
Notifications sent to:	178 Vendors
Solicitations Requested by:	8 Vendors
Bid(s) Received From:	6 Vendors

Firms:

Andrews Paving, Inc. Gainesville, FL	Coleman Construction, Inc. Newberry, FL	Diamondback Mining Co. Inc. Ocala, FL
LMW Construction, Inc. Williston, FL	Limestone Products, Inc. Newberry, FL	Limerock Industries, Inc. Chiefland, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the award of Bid #11-4 Rebid; Annual Purchase and Delivery of Limerock Material, to Coleman Construction, Inc., and LMW Construction, Inc, as the lowest responsive and responsible bidders meeting specifications, and authorize the Purchasing Manager to sign the purchase order(s).

APPROVED THIS 22nd DAY OF March, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk

LS/mm

March 22, 2011 Regular Board Meeting
Agenda Item #49

Title
Beck Auto Sales, Inc.: Finance Report and Purchase Order 111152. (Amended)

Amount
$52,596.00

Description
Request approval of the Finance Report and purchase Order 111152 issued to Beck Auto Sales, Inc., for the purchase of a 2011 Dodge Ram (DP5L63) Truck.

Recommendation
Approve the Finance Report and Purchase Order 111152 issued to Beck Auto Sales, Inc.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order #111152.

Requested By
Ray Griffin

Originating Department
Public Works/Fleet Maintenance/Purchasing

Attachment(s) Description
Finance Report and Purchase Order

Documents Requiring Action
Finance Report and Purchase Order

Executive Summary
That the Board approve the Finance Report and the issuance of Purchase Order #111152 to Beck Auto Sales, Inc., in the amount of $52,596.00, for the purchase of one (1) 2011 Dodge Ram (DP5L63) Truck and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907 (vehicle).

Background
Purchase Order #111152 is to replace vehicle RD727 that has exceeded its life expectancy and was approved for replacement during the FY10/11 budget process. RD727 has reached its life expectancy in years and miles and is due for replacement.

Issues
By not replacing this vehicle, the maintenance and repair costs will increase and Public Safety Department will be impacted due to excessive downtime of the unit.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
VEHICLE REPLACEMENT-GASTX

Account Code(s)
508-0460-513.64-20

Attachment: 111152PO.pdf
Attachment: 111152FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

February 22, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Approve the issuance of Purchase Order #111152 to Beck Auto Sales, Inc., in the amount of $52,596.00, for the purchase of one (1) 2011 Dodge Ram (DP5L53) Truck and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907 (vehicle).

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #111152 to Beck Auto Sales, Inc., in the amount of $52,596.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 22nd DAY OF March, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS:mm

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111152

ORDER DATE	2/21/2011
REQ. NUMBER	0000055968
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	5080460513642O
VENDOR NO.	1003903

VENDOR

VENDOR I.D. # ☐

BECK AUTO SALES INC
256 HWY 17 NORTH
PALATKA FL 32177

SHIP TO

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			2011 DODGE RAM (DP5L63) TRUCK (17,501 LB GVWR CAB & CHASSIS, DUAL REAR WHEEL, 4X2)	1.00	EA	52596.0000	52596.00
			SPECIFICATION: #44				
			COLOR: FACTORY BRIGHT WHITE				
			DELIVER BY: 06.11.11				
			VEHICLE REPLACEMENT: RD727 PW OPER				
						TOTAL	52596.00
			REMARKS:				
			IN ACCORDANCE WITH PRICES, CONDITIONS AND SPECIFICATIONS OF THE SHERIFF'S OFFICES & LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA: #10-09-0907 (VEHICLE) #10-18-0907 (VEHICLE) #09-08-0909 (FR/FLEET EQUIP) #09/10-04-0120 (TIRE)				
			FORD FIN CODE: QE065 -EMAIL: nelson.eason@duvalford.com GENERAL MOTORS FIN CODE: 917872 CHRYSLER FIN CODE: 49313 ATTACHMENT: QUOTE(S)				
			DEPT CONTACT: Ray Griffin/Jo Graham @				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111152

ORDER DATE	2/21/2011
REQ. NUMBER	0000055968
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	508046051364201003903
VENDOR NO.	

VENDOR	SHIP TO
VENDOR I.D. # BECK AUTO SALES INC	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

P: 386-462-1975

VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING
ADDRESS: ALACHUA COUNTY PUBLIC WORKS
ATTN: FLEET MANAGEMENT
PO BOX 1188
GAINESVILLE, FL 32602
PHONE: 386-462-1975
FAX: 386-418-0331

* * * * * NO DELIVERY ON FRIDAYS * * * * *

>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION <<
****

* All vehicle and equipment must be delivered to:*
* Alachua County Public Works Compound, Hague, FL*
* ATTN: Fleet Management, Jo Graham *
* 5620 NW 120th Lane Gainesville, FL 32653 *
>>>>>>>>>>>>>>>>>>>> PLUS <<<<<<<<<<<<<<<<<<<<
* Please contact Jo Graham at 386-462-1975, *
* for correction information that needs to *
* be completed on all paper work for the *
* registration and title. *
****

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

March 22, 2011 Regular Board Meeting
Agenda Item #50

Title
Solid Waste: First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement (Amended)

Amount
$26,181.60

Description
Request Approval of the First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement

Recommendation
Approve the First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement with EWS

Alternative(s)
Do not approve the amendment and violate the terms of the agreement.

Requested By
Richard L. Hedrick, 352-374-5245, ext. 211

Originating Department
Public Works

Attachment(s) Description
First Amendment to Agreement; Assessment Roll Certification

Documents Requiring Action
First Amendment to Solid Waste, Recyclable Materials and Yard Trash Collection Agreement

Executive Summary
This is the First Amendment to the agreement for curbside collection of Solid Waste, Recyclable Materials and Yard Trash. The amendment updates the number of households serviced and the amount owed to the Contractor based on the new unit count.

Background
On September 22, 2009, the County entered an agreement with EWS Central Florida Hauling, LLC for curbside collection of solid waste, recyclable materials and yard trash effective October 1, 2009 through September 30, 2016. The amount owed to the contractor for collection services is based upon the total number of mandatory residential units determined by the certified annual non-ad valorem assessment roll. This unit count must be updated annually following certification of the assessment roll. The FY10 contracted amount of $3,109,930 is amended to add 193 households at an additional cost of $26,182 for FY11.

Issues
The original agreement requires that the compensation due the Contractor be computed annually based upon the total number of units certified to the Alachua County Tax Collector for the annual non-ad valorem assessment roll. The agreement also requires that this adjustment be done by written amendment to the contract following the annual assessment certification. This certification occurs in September of each year.

Fiscal Recommendation

The funds for collection of solid waste, recyclable materials and yard trash have been budgeted in Fiscal Year 2010-11.

Fiscal Alternative(s)
Do not approve the amendment and not be in accordance with the terms of the agreement.

Funding Sources
MSBU

Account Code(s)
148-7600-534.34-10

Attachment: EWS 1st Amend Yard Trash Final.pdf
Attachment: certification.pdf

FIRST AMENDMENT TO SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH COLLECTION AGREEMENT BETWEEN ALACHUA COUNTY AND EWS CENTRAL FLORIDA HAULING, LLC

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 22nd day of March, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and EWS Central Florida Hauling, LLC, hereinafter referred to as the "Contractor";

W I T N E S S E T H:

WHEREAS, the parties previously entered into an agreement dated September 22, 2009 for the provision of residential solid waste, recycling, yard trash and bulk collection services for the period of October 1, 2009 through September 30, 2016; and

WHEREAS, the parties wish to amend the agreement to reflect the amount due the Contractor for the County's Fiscal Year 2010-2011 as based on the actual count of units as determined by certification of the 2010 non-ad valorem assessment roll;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to amend the September 22, 2009 agreement, as follows:

The total number of units for Fiscal Year 2010-2011 certified to the Alachua County Tax Collector for the 2010 non-ad valorem assessment roll is in the table below.

Cart Size	Number of Units
20 gallon	533
35 gallon	2,484
64 gallon	14,965
96 gallon	3,573
TOTAL UNITS	**21,555**

The maximum indebtedness of the County to the Contractor for Fiscal Year 2010-2011 under this agreement, as based on the total number of mandatory residential units determined by the 2010 non-ad valorem assessment roll (total unit count of 21,555), shall not exceed Three Million, Fifty-Two Thousand, Seven Hundred Forty-One dollars ($3,052,741) plus additional service charges, fuel adjustment charges and disaster debris collection charges as specified in this agreement.

This amendment shall take effect on October 1, 2010 at the terms and specifications contained in the agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated September 22, 2009, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year set forth above.

ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

EWS CENTRAL FLORIDA HAULING, LLC

By: _____

Print: Bob J. Shires

Title: Vice President

ATTEST:

By: _____

Print: BETH GARVIN

Title: Collection

CERTIFICATION OF NON-AD VALOREM ASSESSMENT ROLL

Pursuant to Section 197.3632, Florida Statutes
Alachua County, Florida
2010 Roll - Revised

I, the undersigned, Chair of the Alachua County Board of County Commissioners, pursuant to Resolutions 09-135, 10-56 and 10-84, duly adopted by the Board of County Commissioners, do certify that, in accordance with the provisions of Section 197.3632, Florida Statutes, all required hearings have been held and that the Board of County Commissioners is satisfied that the Real Property in Alachua County includable on such non-ad valorem assessment roll meets all requirements imposed by the statutes of the State of Florida and the requirements and regulations imposed by the Department of Revenue.

I further certify that it is ordered that upon completion of this certificate that the said non-ad valorem assessment roll be delivered to the Alachua County Tax Collector, on the day that this certificate is dated.

The following information is true and correct to the best of my knowledge and belief:

The total amount to be collected through the non-ad valorem assessment roll is $5,873,380.92 for mandatory refuse collection, $1,768,399.16 for rural collection centers, $2,334,059.51 for solid waste management, $15,826.00 for water line extension, $85,110.77 for paving and $49,980.00 for neighborhood preservation and enhancement.

In witness whereof I have subscribed this certificate and caused the same to be attached to and made part of the above described non-ad valorem assessment roll on this the 12th day of October, A.D., 2010.

Cynthia Moore Chestnut, Chair
Alachua County Board of
County Commissioners

ATTEST

J. K. Irby, Clerk

(SEAL)

Certification to Tax Collector
2010 Roll

Mandatory Refuse Collection		5,873,380.92
Rural Collection Centers		1,768,399.16
Solid Waste Management:		
Commercial	621,749.19	
Residential	1,712,310.32	
Total SW Management		2,334,059.51
Neighborhood Preservation		49,980.00
Paving		85,110.77
Water Line Extension		15,826.00
Total Non-Ad Valorem Roll		$10,126,756.36

NON-AD VALOREM ASSESSMENTS FY 2010-2011
FINAL -- CERTIFIED TO TAX COLLECTOR -- 10/12/10
10/4/10 9:12 AM

CODE	DESCRIPTION	RATE	PARCEL COUNT	UNITS	TOTALS
120	REFUSE 20	167.88	523	523	87,801.24
135	REFUSE 35	202.80	2,329	2,333	473,132.40
164	REFUSE 64	265.35	14,021	14,081	3,736,393.35
196	REFUSE 96	366.41	3,435	3,491	1,279,137.31
220	REFUSE 20	167.88	6	9	1,510.92
235	REFUSE 35	202.80	57	142	28,797.60
264	REFUSE 64	265.35	266	818	217,056.30
296	REFUSE 96	366.41	33	66	24,183.06
320	REFUSE 20	167.88	1	1	167.88
335	REFUSE 35	202.80	9	9	1,825.20
364	REFUSE 64	265.35	63	66	17,513.10
396	REFUSE 96	366.41	16	16	5,862.56
TOTAL FOR Residential Curb Side Col			20,759	21,555	5,873,380.92
801	COMMERCIAL	11.98	749	749	8,973.02
802	COMMERCIAL	36.44	935	935	34,071.40
803	COMMERCIAL	73.13	787	787	57,553.31
804	COMMERCIAL	122.04	314	314	38,320.56
805	COMMERCIAL	170.96	321	321	54,878.16
806	COMMERCIAL	219.87	130	130	28,583.10
807	COMMERCIAL	305.47	184	184	56,206.48
808	COMMERCIAL	427.76	92	92	39,353.92
809	COMMERCIAL	611.19	47	47	28,725.93
810	COMMERCIAL	855.77	44	44	37,653.88
811	COMMERCIAL	1,711.77	62	62	106,129.74
812	COMMERCIAL	3,668.37	17	17	62,362.29
813	COMMERCIAL	7,092.41	5	5	35,462.05
814	COMMERCIAL	11,158.45	3	3	33,475.35
TOTAL FOR Commercial SW Managemen			3,690	3,690	621,749.19
420	NBHD PRESERVATION	60.00	223	833	49,980.00
TOTAL FOR Commercial SW Managemen			223	833	49,980.00
405	PAVING-WEST END EST	221.89	41	43	9,541.27
406	PAVING-NE 132ND AVE	265.99	93	97	25,801.03
407	PAVING-PRAIRIE BLUFF	198.68	36	36	7,152.48
408	PAVING-COUNTRY CLUB	165.92	187	187	31,027.04
409	PAVING-GNV G&C CLUB	11,588.95	1	1	11,588.95
TOTAL FOR PAVING ASSESSMENTS			358	364	85,110.77
501		142.12	12,146	12,443	1,768,399.16
TOTAL FOR Rural Collection Center			12,146	12,443	1,768,399.16
710	RESIDENTIAL	17.13	55,504	57,234	980,418.42
720	COMM COL RES	15.84	7,312	38,397	608,208.48
730	RES/NON-MAN	9.94	12,146	12,443	123,683.42
TOTAL FOR Residential SW Management			74,962	108,074	1,712,310.32
411	WATER EXTENSION	193.00	27	27	5,211.00
412	WATER EXTENSION	193.00	51	55	10,615.00
TOTAL FOR Water Line Assessment			78	82	15,826.00
TOTAL FOR ALL GROUPS			112,216	147,041	10,126,756.36
TOTAL FOR SW Mang.-Residential & Commercial					2,334,059.51

March 22, 2011 Regular Board Meeting
Agenda Item #51

Title
Renovation of the Alachua County Administration Building Kitchen/Bathroom in the Tax Collector's Office (Amended)

Amount
$45,000.00

Description
Request Approval of the Renovation of the Alachua County Tax Collector Kitchen/Bathroom

Recommendation
Approve the Budget Amendment, accept the unanticipated revenue and amend the FY11 Capital Improvement Program (CIP).

Alternative(s)
Do not approve and advise staff

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Resolution, Budget Amendment and Amended FY11 CIP

Documents Requiring Action
JOC Fund Source from the Tax Collector to BOCC

Executive Summary
The Alachua County Tax Collector has requested Facilities Management Office to renovate the Kitchen/Bathroom facilities.Funds for this renovation are provided by the Tax Collector.

Background
The Tax Collectors kitchen and bathroom areas have not been renovated since the building was originally built. Many building codes as well as ADA requirements have changed. This renovation will bring the existing areas up to current code requirements.

Issues
Funds to complete this renovation will be provided by the Tax Collector.

Fiscal Recommendation
Accept the unanticipated revenue and approve the budget amendment.

Fiscal Alternative(s)
N/A

Funding Sources

Tax Collector's unanticipated revenue and the Capital Preservation Fund

Account Code(s)
200-1306-519.46-21 and 200-1306-369.90-00

Attachment: RESOLUTION_TAX_COLLECTOR.pdf
Attachment: BUDGET_AMENDMENT_TAX_COLLECTOR.pdf
Attachment: AMENDED_CIP_TAX_COLLECTOR.pdf

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE CAPITAL PRESERVATION FUND TO RECEIVE UNANTICIPATED REVENUE FROM THE ALACHUA COUNTY TAX COLLECTOR AND ESTABLISH BUDGET FOR THE CAPITAL PRESERVATION FUND FOR AN UNANTICIPATED CAPITAL PRESERVATION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the Capital Preservation Fund to receive budget related to unanticipated Capital Preservation Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the increase to the Capital Preservation Fund be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for the Capital Preservation Fund is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this ____ day of _____, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson
Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB ONLY	
OMB REFERENCE #	BC11-107
GROUP NUMBER	2023
PERIOD/DATE	4/12/11

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Preservation Fund	Administration	Misc. Revenue	200-1306-369.90-00	45,000	
2	Capital Preservation Fund	TC-Renovation Kitchen/Bathroom	Repair & Maintenance	200-1306-519.46-21		45,000
3						
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2011 MAR 10 A 8:45
ALACHUA COUNTY FL
RECEIVED

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 45,000 | 45,000
COMBINED TOTAL: 90,000

REASON FOR AMENDMENT: Transferring funds to the new project "Renovation of Kitchen/Bathroom for the Tax Collector in the Administration Building".

PREPARED BY:

ANALYST

2011 MAR 24 PM 4 15
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
RECEIVED

Betty M Baker 3-9-2011
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
02 - Capital Preservation: General Facilities (200)								
Mid-Year Additions (FY11 and Prior Adjustments)								
10GFM21 - Added - Admin Bldg Security Cameras	38,000	38,000	0	0	0	0	0	0
10GFM22 - Emergency - Added - Replace Main Drain Admin Bldg	30,000	30,000	0	0	0	0	0	0
10GFM23 - Added - Tax Collector Server Room Renovation	33,159	33,159	0	0	0	0	0	0
10GFM24 - Added - ACSO Jail Loading Dock Lift	56,094	56,094	0	0	0	0	0	0
10GFM25 - Emergency - Added - Annex Building Repair	48,000	48,000	0	0	0	0	0	0
11GFM10 - Added - Facilities Maintenance Warehouse Renovation	25,000	25,000	0	0	0	0	0	0
11GFM11 - Added - Sheriff Jail Server Room HVAC	37,201	37,201	0	0	0	0	0	0
11GFM12 - Added - Tax Collector Renovation Kitchen/Bathroom	45,000	45,000	0	0	0	0	0	0
ɜar Additions (FY11 and Prior Adjustments)	**552,189**	**552,189**	**0**	**0**	**0**	**0**	**0**	**0**
ɜpital Preservation: General Facilities (200)	**3,218,459**	**1,052,189**	**171,120**	**589,000**	**1,100,000**	**306,150**	**0**	**0**

March 22, 2011 Regular Board Meeting
Agenda Item #52

Title
City of Gainesville transferring various parcels in the southwest area. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution authorizing the conveyance of a county deed to the City of Gainesville transferring ownership of various parcels in the southwest area.

Recommendation
Adopt the resolution and authorize the Chair to execute the County Deed transferring ownership of various parcels located in the southwest area of Gainesville's city limits.

Alternative(s)
Do not adopt the Resolution and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Resolution and County Deed with location maps.

Documents Requiring Action
Resolution and County Deed

Executive Summary
A Resolution authorizing the conveyance of a County Deed to the City of Gainesville transferring ownership of various parcels located in the southwest area due to the City's 2002 and 2008 annexations.

Background
Due to the City of Gainesville's annexations in 2002 and 2008, the County adopted Resolution 02-148 and Resolution 09-64 transferring county roads that were functionally classified as local roads or collector roads, including subdivisions, to the City of Gainesville for ownership and maintenance. There were certain parcels previously obtained by the County related to right of ways, drainage, drainage basins and/or subdivisions that the property appraiser's office had assigned tax parcel identification numbers to and thereby were not transferred to the City by said Resolution's 02-148 and 09-64. As a result of the said annexations, the various parcels related to previously transferred county roads and/or subdivisions that are wholly contained within the municipal boundaries of the City of Gainesville are no longer a part of the county road system and are now a part of the city street system according to Florida Statutes 334.03(3). The adoption of this Resolution by the County and execution of the County Deed will complete the transference of said roads and/or subdivisions located in the southwest area to the City of Gainesville.

Issues

The parcels described in Exhibit "A" of the resolution and county deed should have been transferred to the city of Gainesville due to the city's annexations of 2002 and 2009. If the Board does not authorize this transfer of property the County will be responsible for parcels that should be owned and maintained by the city per Florida Statutes. When the City planned improvements to SW 35 Place, it was discovered that portion of the right of way was still being assessed to the County, as well as other parcels in the southwest area. This transfer was requested by the City in order to clear up the ownership status of these parcels.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: GVille_Annex_SW_Parcels_maps.pdf
Attachment: GVille_Annex_SW_Parcels_CountyDeed.pdf
Attachment: GVille_Annex_SW_Parcels_Resolution.pdf

RESOLUTION 11- 18

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO TRANSFER CERTAIN PARCELS TO THE CITY OF GAINESVILLE, RELATED TO STREETS AND ROADS PREVIOUSLY TRANSFERRED; PROVIDING FOR CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gainesville, on November 26, 2001, passed and adopted Ordinance No. 001912, with an effective date of September 1, 2002, which provides for the voluntary annexation of certain lands lying within Alachua County into the City of Gainesville; and

WHEREAS, said annexation included the Southwest area west of SW 23 Terrace, South of Archer Road, North of Williston Road and East of I-75, and existing enclaves that lie north of Archer Road in Sections 13, 14, 23, 24, and the Gary Grant and Napier Grant, Township 10 South, Range 19 East, Alachua County, Florida; and

WHEREAS, the City of Gainesville, on July 28, 2008, passed and adopted Ordinance No. 080137, 0-08-45, which authorized the pursuit of annexation of certain lands lying within Alachua County into the City of Gainesville by referendum; and

WHEREAS, the City of Gainesville, on November 20, 2008, passed and adopted Resolution No. 080551, which provided the passage of the proposed annexation referendum with an effective date of June 1, 2009; and

WHEREAS, the area of annexation generally lies between SW 34 Street, SW 20 Avenue, Archer Road, and I-75, as well as including those tracts of land lying north of SW 20 Avenue that were not located within the City limits prior to this annexation; and

WHEREAS, according to §334.03(23), Florida Statutes, the term "road" means a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith; and

WHEREAS, all roads open and available for use by the public and dedicated for public use, according to law or by prescription, are established as public roads in accordance with §335.01, Florida Statutes; and

WHEREAS, public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities, in accordance with §335.0415 (3), Florida Statutes; and

WHEREAS, as a result of said annexations, all the county roads now within the municipal boundaries of the City of Gainesville, that were functionally classified as local roads or collector roads were transferred to the City by Resolution 02-148, as recorded in Official Record Book 2607, page 699 and Resolution 09-64, as recorded in Official Record Book 3899, page 1107 and are no longer a part of the county road system, and are now a part of the city street system, according to §334.03(3), Florida Statutes; and

WHEREAS, there were certain parcels obtained by the County related to right of ways for the streets, drainage and/or drainage basins that the property appraiser's office had assigned tax parcel identification numbers to and thereby were not previously transferred to the City by Resolution's 02-148 and 09-64; and

WHEREAS, due to the City's annexations, Alachua County now desires to transfer the parcels as described in **Exhibit "A"** to the City of Gainesville for ownership and maintenance.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. That all of the County's interest in the said parcels related to street rights of way, and/or drainage facilities, identified in **Exhibit "A"**, as attached hereto and by reference made a part herein, are hereby transferred to the City of Gainesville.

2. The Chairman and the Clerk of the Board are authorized to execute any documents, approved by the County Attorney, needed to complete this transfer.

3. That this resolution and the transfer of said parcels authorized herein, shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

EXHIBIT "A"

Right of Way for SW 27 Street:
Tax Parcel 07294-002-001, acquired by Official Record Book 1567, page 691, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 07294-002-002, acquired by Official Record Book 2103, page 0234, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 07294-004-000, acquired by Official Record Book 2028, page 2396, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Basin related to SW 35 Place:
Tax Parcel 07311-002-004, acquired by Official Record Book 2027, page 2775, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Drainage Right of Way and Easement related to Serenola Manor Unit II:
Tax Parcel 07296-0020-000, acquired by Plat Book "K", page 61, of the Public Records of Alachua County, Florida. Lying and being in the Section 13, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Drainage Right of Way related to Serenola Manor Unit 3:
Tax Parcel 07296-030-000, acquired by Plat Book "M", page 7, of the Public Records of Alachua County, Florida. Lying and being in Lot 12 of the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Right of Way related to SW 24 Avenue, east of SW 43 Street:
Tax Parcel 06709-001-000, acquired by Official Record Book 3321, page 0798, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Right of Ways and Basin related to SW 38 Terrace:
Tax Parcel 06719-001-000, acquired by Official Record Book 3117, page 0148, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06725-001-000, acquired by Official Record Book 3364, page 0360, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06727-001-000, acquired by Official Record Book 3321, page 0812, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06728-001-000, acquired by Official Record Book 3364, page 0363, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06729-001-000, acquired by Official Record Book 2959, page 0917, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06729-002-000, acquired by Official Record Book 2959, page 0917, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06729-003-000, acquired by Official Record Book 3330, page 0754, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06730-000-000, acquired by Official Record Book 3358, page 0863, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida

AND

Right of Ways and Basin related to SW 24 Avenue, west of SW 43 Street:
Tax Parcel 06685-001-001, acquired by Official Record Book 3200, page 0714, of the Public Records of Alachua County, Florida. Lying and being in Section 10, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06816-003-000, acquired by Official Record Book 3321, page 0795, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06816-003-002, acquired by Official Record Book 3268, page 0637, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06816-004-000, acquired by Official Record Book 3586, page 393, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

Tax Parcel 06816-004-001, acquired by Official Record Book 3321, page 820, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

Tax Parcel 06816-005-000, acquired by Official Record Book 3265, page 980, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

Tax Parcel 06816-006-000, acquired by Official Record Book 3321, page 816, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

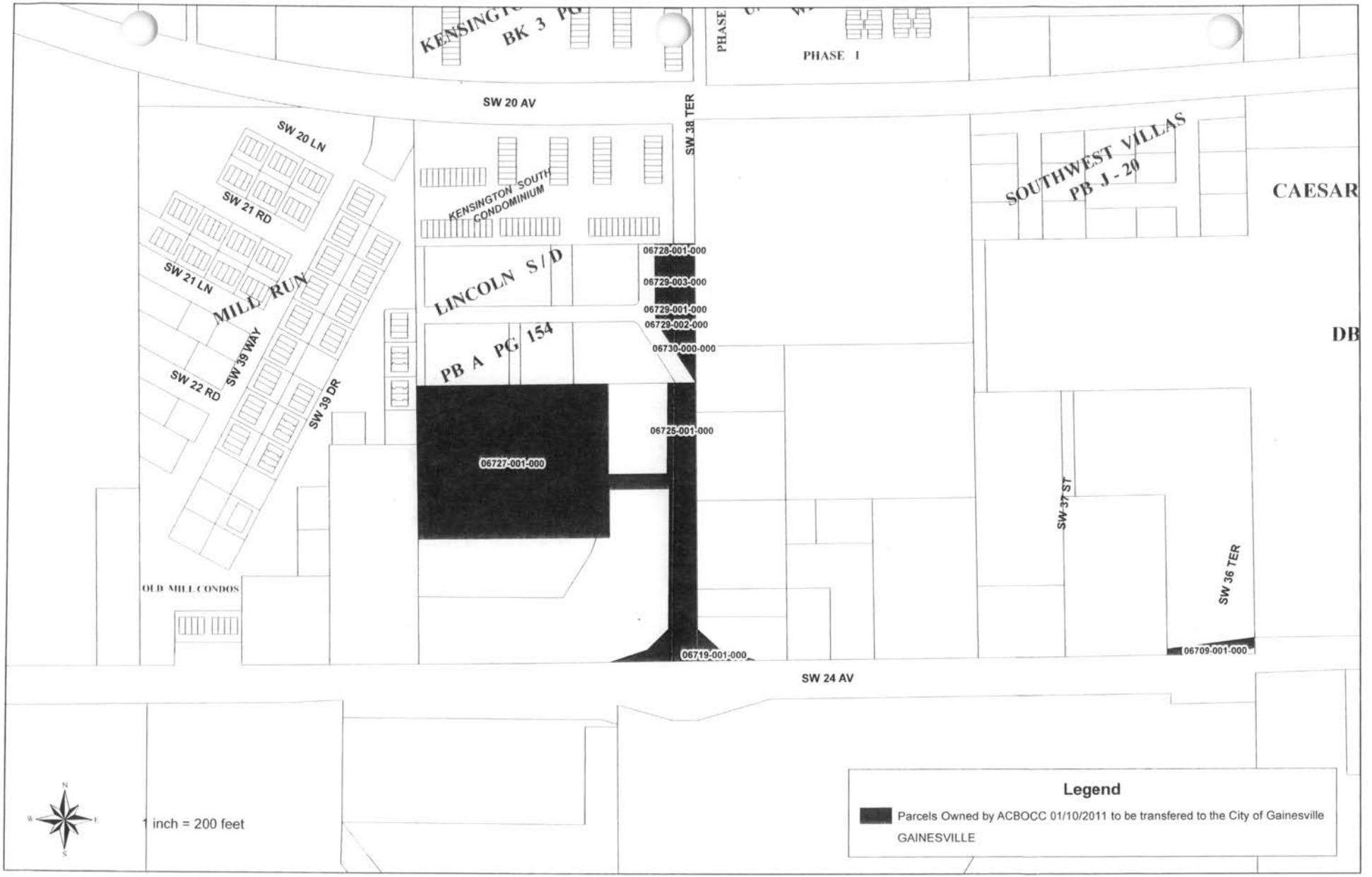
AND

Drainage Basins related to SW 43 Street:
Tax Parcel 06810-009-000, acquired by Official Record Book 1997, page 2982, of the Public Records of Alachua County, Florida. Lying and being in Section 10, Township 10 South, Range 19 East, of said Alachua County, Florida.

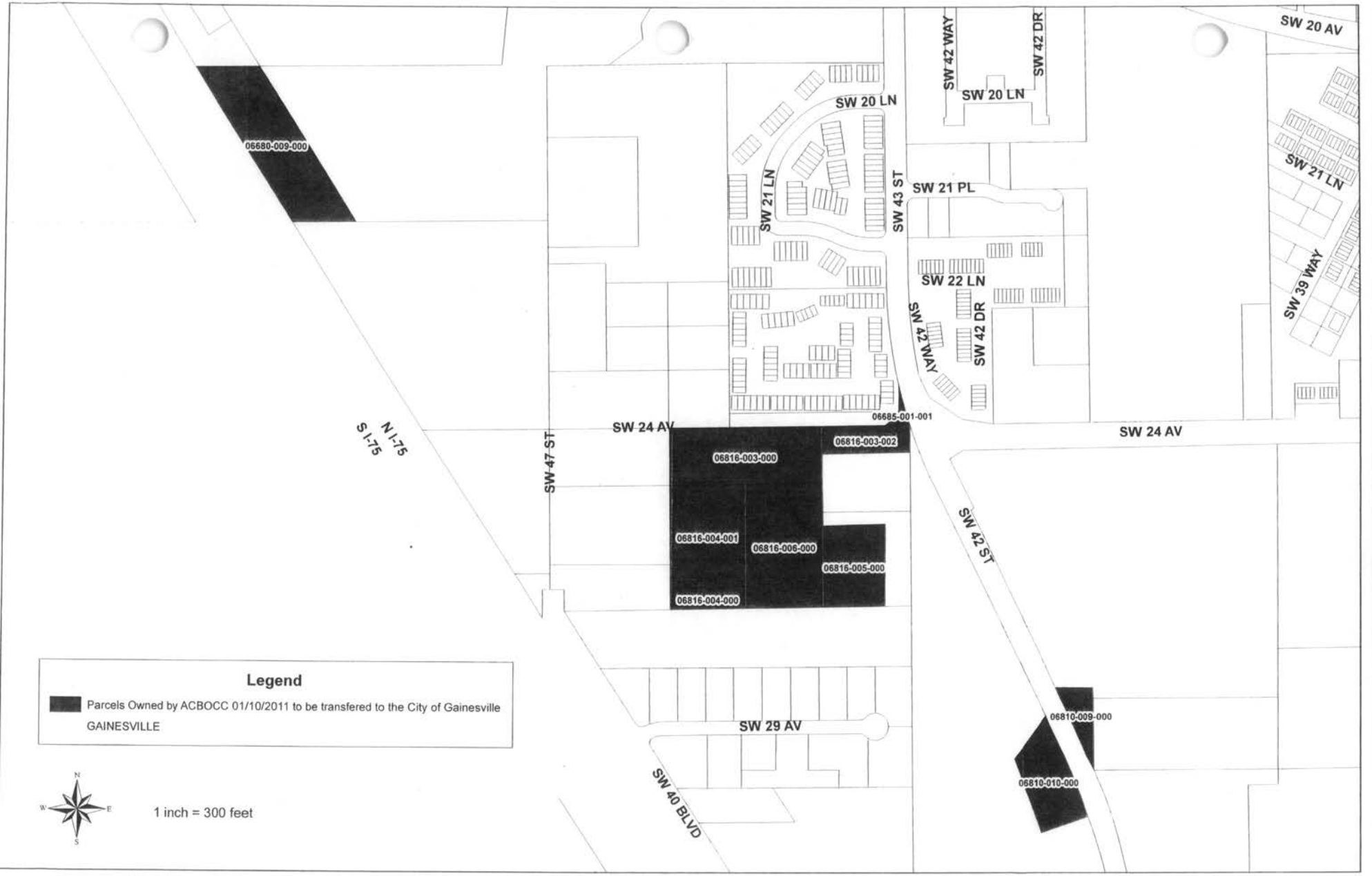
Tax Parcel 06810-010-000, acquired by Official Record Book 1797, page 0672, of the Public Records of Alachua County, Florida. Lying and being in Section 14, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Right of Way related to proposed SW 52 Street (extension of SW 62 Blvd):
Tax Parcel 06680-009-000, acquired by Official Record Book 1997, page 2982, of the Public Records of Alachua County, Florida. Lying and being in Section 10, Township 10 South, Range 19 East, of said Alachua County, Florida.


KENSINGTON BK 3 PG
PHASE I
SW 20 AV
SW 38 TER
SW 20 LN
SW 21 RD
SW 21 LN
MILL RUN
SW 39 WAY
SW 22 RD
SW 39 DR
KENSINGTON SOUTH CONDOMINIUM
LINCOLN S/D
PB A PG 154
SOUTHWEST VILLAS
PB J - 20
CAESAR
DB
06728-001-000
06729-003-000
06729-001-000
06729-002-000
06730-000-000
06725-001-000
06727-001-000
SW 37 ST
SW 36 TER
06709-001-000
OLD MILL CONDOS
06719-001-000
SW 24 AV
1 inch = 200 feet
Legend
Parcels Owned by ACBOCC 01/10/2011 to be transfered to the City of Gainesville
GAINESVILLE

SW 26 WAY
SW 26 TER
SW 25 WAY
SW 25 DR
SW 32 PL
SW 24 ST
SW 34 PL
SW 33 PL
SW 35 PL
SW 30 WAY
07311-002-004
07296-020-000
07294-002-001
SW 34 ST
SW 31 DR
SW 30 TER
SW 29 TER
SW 28 TER
SW 25 TER
SW 23 DR
SW 41 LN
07294-002-002
07294-004-000
SW 37 PL
SW 41 PL
07296-030-000
SW 38 PL
SW 38 PL
SW 39 AV
SW 42 AV
SW 42 PL
1 inch = 300 feet
Legend
GAINESVILLE
Parcels Owned by ACBOCC 01/10/2011 to be transfered to the City of Gainesville


06680-009-000
SW 20 LN
SW 42 WAY
SW 42 DR
SW 20 LN
SW 20 AV
SW 21 LN
SW 43 ST
SW 21 PL
SW 21 LN
SW 22 LN
SW 42 WAY
SW 42 DR
SW 39 WAY
06685-001-001
SW 24 AV
SW 24 AV
N I-75
S I-75
SW 47 ST
06816-003-002
06816-003-000
06816-004-001
06816-006-000
06816-005-000
06816-004-000
SW 42 ST
SW 29 AV
SW 40 BLVD
06810-009-000
06810-010-000
Legend
Parcels Owned by ACBOCC 01/10/2011 to be transfered to the City of Gainesville
GAINESVILLE
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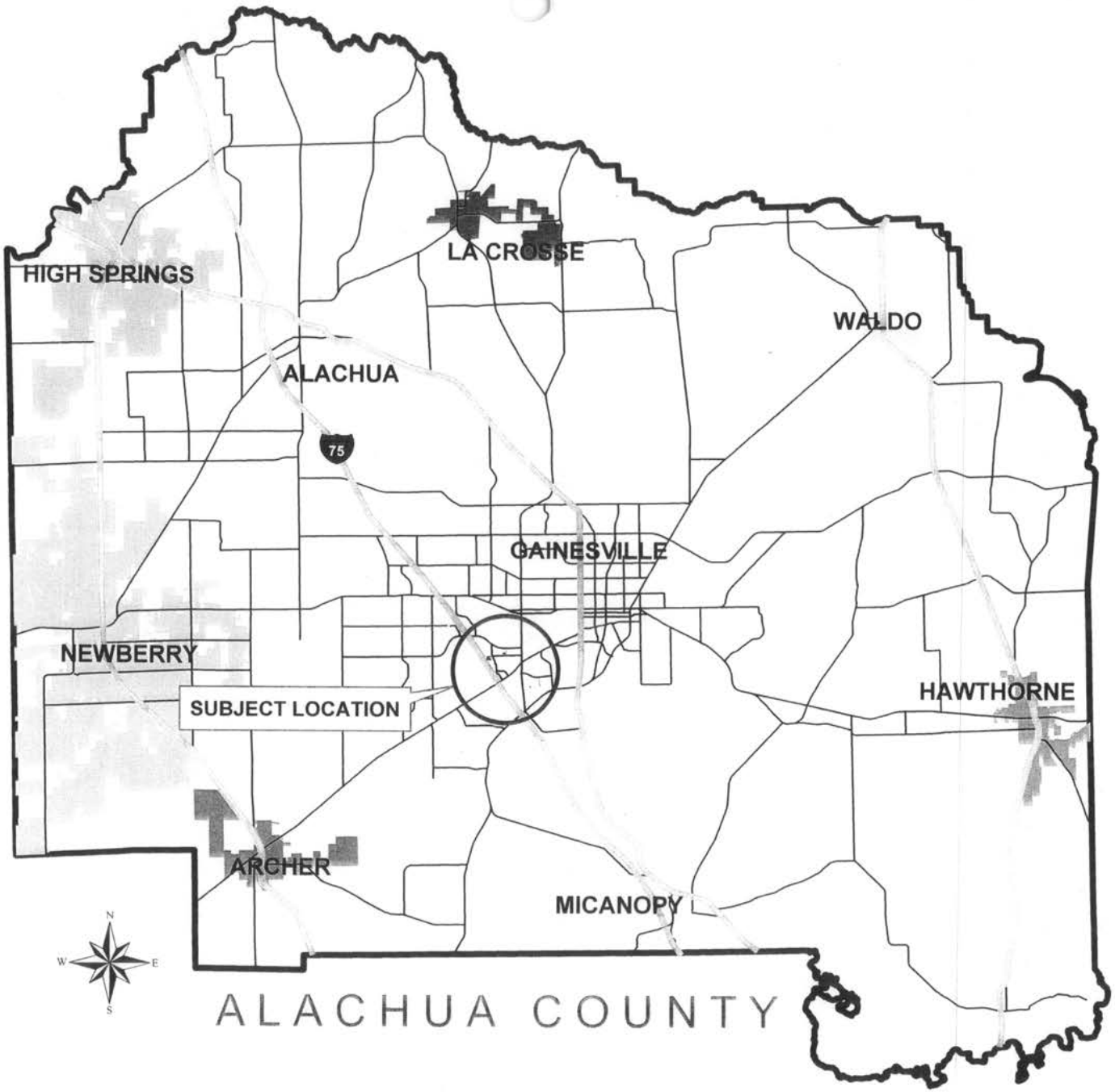
1 inch = 300 feet


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
NEWBERRY
SUBJECT LOCATION
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Southwest Annexation
Transferring Road R/W's and drainage
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 22nd day of March, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the first part, and **the CITY OF GAINESVILLE, FLORIDA,** a municipal corporation, whose mailing address is Post Office Box 490, Station 58, Gainesville, Florida, 32602-0490, as party of the second part;

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does hereby convey and transfer unto the party of the second part, their successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> All of the County's interest that lies within the boundary of the legal description as depicted in **Exhibit "A",** attached hereto and by reference made a part herein.

TO HAVE AND TO HOLD the premises, and all the estate, right, title, lien, interest and claim whatsoever of the party of the first part, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of the party of the second part, their heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby,
Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

EXHIBIT "A"

Right of Way for SW 27 Street:
Tax Parcel 07294-002-001, acquired by Official Record Book 1567, page 691, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 07294-002-002, acquired by Official Record Book 2103, page 0234, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 07294-004-000, acquired by Official Record Book 2028, page 2396, of the Public Records of Alachua County, Florida. Lying and being in the Thomas Napier Grant, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Basin related to SW 35 Place:
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AND

Drainage Right of Way and Easement related to Serenola Manor Unit II:
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AND

Drainage Right of Way related to Serenola Manor Unit 3:
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AND

Right of Way related to SW 24 Avenue, east of SW 43 Street:
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AND

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Tax Parcel 06728-001-000, acquired by Official Record Book 3364, page 0363, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

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Tax Parcel 06729-002-000, acquired by Official Record Book 2959, page 0917, of the Public Records of Alachua County, Florida. Lying and being in Section 11, Township 10 South, Range 19 East, of said Alachua County, Florida.

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AND

Right of Ways and Basin related to SW 24 Avenue, west of SW 43 Street:
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Tax Parcel 06816-003-000, acquired by Official Record Book 3321, page 0795, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06816-003-002, acquired by Official Record Book 3268, page 0637, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida.

Tax Parcel 06816-004-000, acquired by Official Record Book 3586, page 393, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

Tax Parcel 06816-004-001, acquired by Official Record Book 3321, page 820, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

Tax Parcel 06816-005-000, acquired by Official Record Book 3265, page 980, of the Public Records of Alachua County, Florida. Lying and being in Section 15, Township 10 South, Range 19 East, of said Alachua County, Florida

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AND

Drainage Basins related to SW 43 Street:
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Tax Parcel 06810-010-000, acquired by Official Record Book 1797, page 0672, of the Public Records of Alachua County, Florida. Lying and being in Section 14, Township 10 South, Range 19 East, of said Alachua County, Florida.

AND

Right of Way related to proposed SW 52 Street (extension of SW 62 Blvd):
Tax Parcel 06680-009-000, acquired by Official Record Book 1997, page 2982, of the Public Records of Alachua County, Florida. Lying and being in Section 10, Township 10 South, Range 19 East, of said Alachua County, Florida.

March 22, 2011 Regular Board Meeting
Agenda Item #53

Title
Public Utility Easement to the City of Gainesville over a portion of the County's Criminal Courthouse property. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution authorizing the conveyance of a Public Utility Easement to the City of Gainesville over a portion of the County's Criminal Courthouse property.

Recommendation
Adopt the Resolution and authorize the Chair to execute the public utility easement related to the County's Criminal Courthouse property.

Alternative(s)
Do not adopt the resolution and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Resolution and Public Utility Easement with location maps.

Documents Requiring Action
Resolution and Public Utility Easement.

Executive Summary
A Resolution authorizing the conveyance of a public utility easement to the City of Gainesville over a portion of the County's Criminal Courthouse property in order to divert stormwater runoff to the city's Depot Park Stormwater Facility.

Background
The City of Gainesville has made a written request for a public utility easement over a 10-foot x 20-foot parcel located in the southwest corner of the County's Criminal Courthouse property in order to construct, operate, repair and maintain a manhole and related appurtenances in order to re-route the city's underground drainage system and divert stormwater runoff from the courthouse property to the city's Depot Park Stormwater Facility. The County's Criminal Courthouse property is located west of South Main Street, south of SW 2nd Avenue, north of SW 3rd Avenue and east of SW 2nd Street within the city limits of Gainesville.

Issues
When the Criminal Courthouse property was residential property stormwater runoff was diverted to two city stormwater facilities. One half of the stormwater was diverted to Tumbling Creek and the other half was diverted to Depot Park. Due to Tumbling Creek being close to full capacity the original plan was to divert all stormwater to Depot Park during the construction of the

Criminal Courthouse . This plan was delayed due to the Main Street improvement project. The city now desires to complete the stormwater improvements in conjunction with the Main Street improvements. If this easement is not approved by the BoCC, the city of Gainesville will lose stormwater credits.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Criminal_Ct_House_GVille_ease_RESOLUTION.pdf
Attachment: Criminal_Ct_House_GVille_EASEMENT.pdf

RESOLUTION 11-19

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE GRANTING OF A PUBLIC UTILITY EASEMENT OVER A PORTION OF THE CRIMINAL COURTHOUSE BUILDING PROPERTY, OWNED BY ALACHUA COUNTY; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.38, Florida Statutes, a written request has been made to Alachua County (County) to grant unto the City of Gainesville, Florida, a municipal corporation (City) a Public Utility Easement (Easement) on land owned by the County and hereinafter referred to as "Property"; and

WHEREAS, the Easement being considered is for a perpetual easement for the purpose of constructing, operating, repairing and maintaining a manhole and related appurtenances to access the city's underground drainage facility in order to divert stormwater from the courthouse property to the City's Depot Park Stormwater Facility; and

WHEREAS, the Property needed for the said Easement has been identified by the County and described by Exhibit "A", as attached hereto and by reference incorporated herein; and

WHEREAS, it is the opinion of the Board of County Commissioners of Alachua County, Florida, that the Property is not needed for County purposes and is needed by the City for public utility purposes; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby authorizes the grant of Easement, described in Exhibit' "A", as attached hereto, for a nominal sum of One Dollar ($1.00), to the City of Gainesville, Florida, a municipal corporation.

2. The Chairman and the Clerk of the Board are authorized to execute any documents, approved by the County Attorney, needed to complete this conveyance.

3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

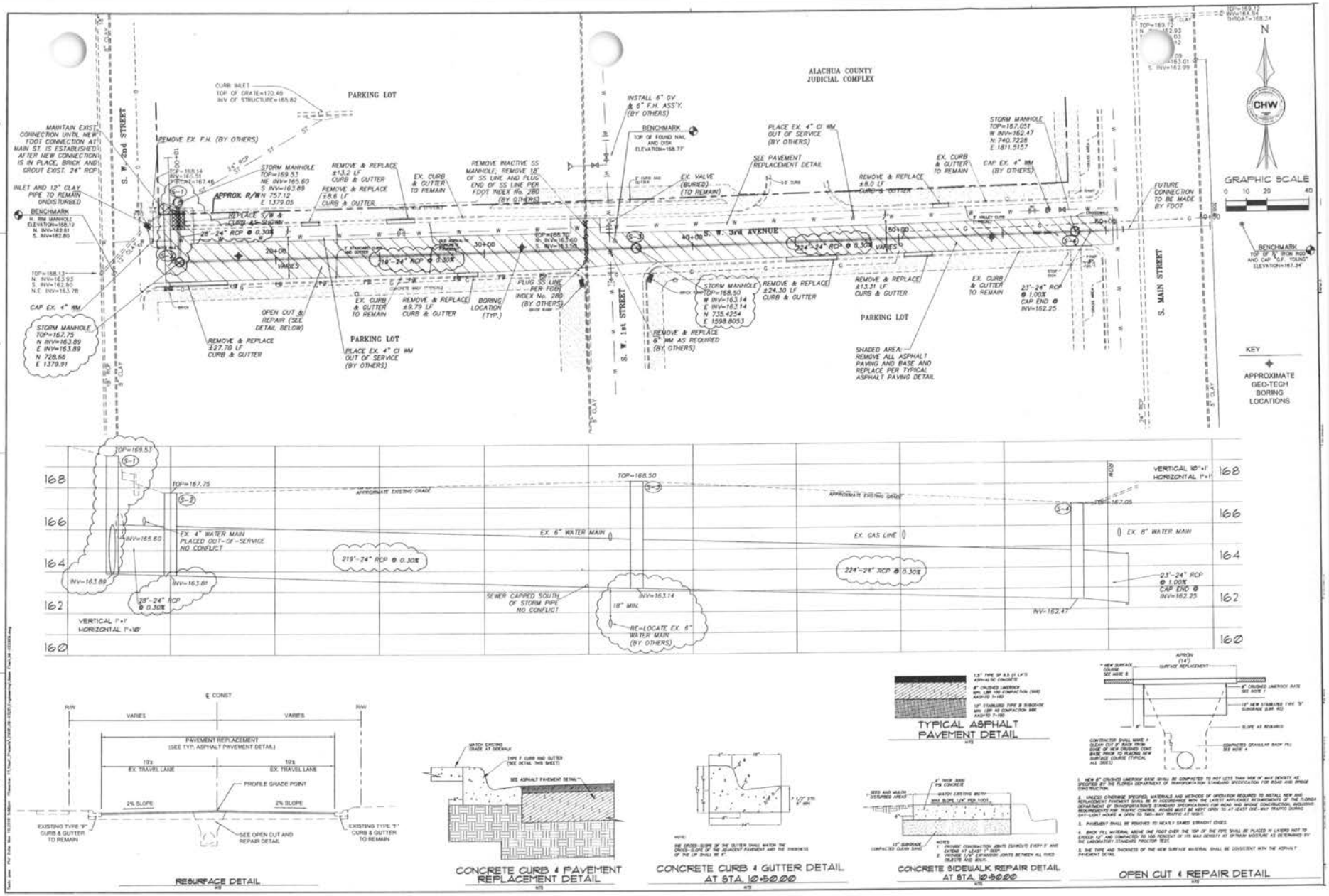
APPROVED AS TO FORM

_____
Alachua County Attorney

EXHIBIT "A"

The Southerly Ten (10.00) feet of the Westerly Twenty (20.00) feet of Lot 10, Block 2 of McCormick Estates, as per map recorded in Chancery Order Book "C", page 248 of the Public Records of Alachua County, Florida.

Containing 200 square feet, more or less.



RESURFACE DETAIL

CONCRETE CURB & PAVEMENT REPLACEMENT DETAIL

NOTE: THE CROSS-SLOPE OF THE GUTTER SHALL MATCH THE CROSS-SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6".

CONCRETE CURB & GUTTER DETAIL AT STA. 10+50.00

NOTES:
1. PROVIDE CONSTRUCTION JOINTS (SAWCUT) EVERY 5' AND EXTEND AT LEAST 1" DEEP.
2. PROVIDE 1/4" EXPANSION JOINTS BETWEEN ALL FIXED OBJECTS AND WALK.

CONCRETE SIDEWALK REPAIR DETAIL AT STA. 10+50.00

TYPICAL ASPHALT PAVEMENT DETAIL

1. NEW 8" CRUSHED LIMEROCK BASE SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAX DENSITY AS SPECIFIED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

2. UNLESS OTHERWISE SPECIFIED, MATERIALS AND METHODS OF OPERATION REQUIRED TO INSTALL NEW ASPHALT REPLACEMENT PAVEMENT SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, INCLUDING REQUIREMENTS FOR TRAFFIC CONTROL. ROADS MUST BE KEPT OPEN TO AT LEAST ONE-WAY TRAFFIC DURING DAY-LIGHT HOURS & OPEN TO TWO-WAY TRAFFIC AT NIGHT.

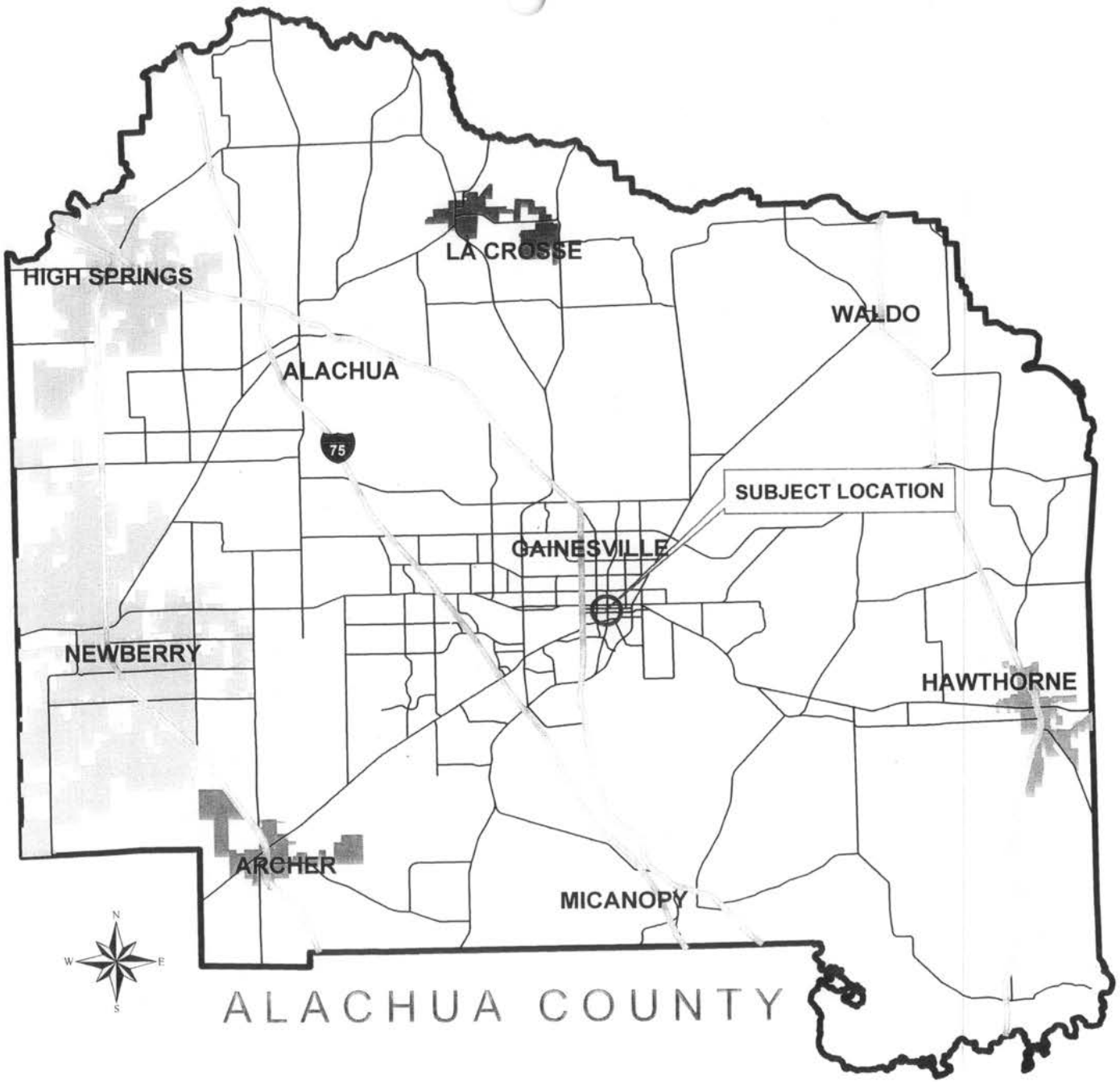
3. PAVEMENT SHALL BE REMOVED TO NEARLY SAWED STRAIGHT EDGES.

4. BACK FILL MATERIAL ABOVE ONE FOOT OVER THE TOP OF THE PIPE SHALL BE PLACED IN LAYERS NOT TO EXCEED 12" AND COMPACTED TO 100 PERCENT OF ITS MAX DENSITY AT OPTIMUM MOISTURE AS DETERMINED BY THE LABORATORY STANDARD PROCTOR TEST.

5. SEE TYPE AND THICKNESS OF THE NEW SURFACE MATERIAL SHALL BE CONSISTENT WITH THE ASPHALT PAVEMENT DETAIL.

OPEN CUT & REPAIR DETAIL

CALLEBAUT, HEWETT & WOLPOLE INC. - QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC) REVIEW


LA CROSSE
HIGH SPRINGS
WALDO
ALACHUA
75
SUBJECT LOCATION
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, FL 32602-1188

Portion of Parcel No. 14557-000-000
Alachua County's Criminal Courthouse
Section 5, Township 10 South, Range 20 East
ALACHUA COUNTY, FLORIDA

PUBLIC UTILITY EASEMENT

THIS EASEMENT, made this 22nd day of March, A.D., 2011, by **ALACHUA COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, as party of the first part, whose mailing address is P.O. Box 1188, Gainesville, Florida, 32602-1188 and **CITY OF GAINESVILLE, Florida,** a municipal corporation, whose mailing address is P.O. Box 490, Gainesville, Florida, 32602, as party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and other valuable considerations, paid each to the other, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the second part, its licensees, agents, successors, assigns and allied and associated companies, a perpetual utility easement in, over, above, across and beneath the surface of the following described property in Alachua County, Florida, to-wit:

> The Southerly Ten (10) feet of the Westerly Twenty (20) feet of lot 10, Block 2 of McCormick Estates, as per map recorded in Chancery Order Book "C", page 248 of the Public Records of Alachua County, Florida
>
> Containing 200 square feet, more or less.

For the purpose of constructing, operating, repairing and maintaining a manhole and related appurtenances to access the city's underground drainage facility in order to divert stormwater from the courthouse property to the City's Depot Park Stormwater Facility.

LIABILITY

Grantor and Grantee shall be solely responsible for the negligent or wrongful acts of their respective officers and employees. Nothing contained herein shall constitute a waiver by either party of sovereign immunity, the limits of liability, or other provisions of section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year first above-written.

ALACHUA COUNTY, FLORIDA

(Seal)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J K. Irby,
Clerk of the Circuit Court

APPROVED AS TO FORM

_____
County Attorney

March 22, 2011 Regular Board Meeting
Agenda Item #54

Title
Warranty Deed from Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc. for Lot 13 of Sugarfoot Oaks, Unit 3. (Amended)

Amount
N/A

Description
Warranty Deed from Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc. for the donation of Lot 13 of Sugarfoot Oaks, Unit 3 for the proposed SW Resource Center identified by the Southwest Advisory Group (SWAG).

Recommendation
That the Warranty Deed be accepted by the Board.

Alternative(s)
Do not accept the warranty deed and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Warranty Deed with location maps and copy of emails to and from Wayne Martin for T & E search.

Documents Requiring Action
Warranty Deed

Executive Summary
Warranty Deed from Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc. for the donation of Lot 13 of Sugarfoot Oaks, Unit 3 for the proposed SW Resource Center identified by the Southwest Advisory Group (SWAG).

Background
At the August 31, 2010 BoCC meeting, the Board authorized County Staff to pursue the purchase of property suitable for the proposed SW Resource Center as identified by SWAG. County staff worked with SWAG and located two parcels that suited their needs. At the January 11, 2011 BoCC meeting the board authorized the purchase of Lots 10 & 12 from Freddie Mac. Lot 13 is a vacant lot located next to Lot 12 that is desirable in order to construct additional parking and a play ground for the proposed SW Resource Center. Lot 13 was previously donated to the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District by the BoCC in 2008 by County Deed recorded in Official Record Book 3766, page 407 in the Public Records of Alachua County, Florida. This Warranty Deed is being donated by the Sugarfoot Oaks/Cedar ridge Preservation and Enhancement District, Inc in order to give the county adequate land to accomplish the goal of the proposed SW Resource Center. Sugarfoot Oaks is located south of SW 8 Avenue, west of I-75 and east of SW 75 Street. A Title and Encumbrance (T & E) search preformed by Wayne Martin with First American Title and Insurance Company, Inc.verified that Lot 13 is free and clear of any mortgages or encumbrances. A copy of the emails to and from Wayne Martin are attached for reference.

Issues
If this warranty deed is not accepted by the BoCC the county will not have adequate land to accomplish the goal of the proposed SW Resource Center which could result in costly revisions to SWAG's proposed plans.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: SUGARFOOT_Lot_13_DEED.pdf
Attachment: SUGARFOOT_Lot_13_TandE_email_Wayne_Martin.pdf

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, Fl 32601-1188

Portion of Tax
Parcel No.: 06675-011-013
Alachua County, Florida

WARRANTY DEED

THIS INDENTURE, made this 22nd day of March, A.D. 2011, between **SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT, INC**, whose mailing address is 1320 SW 61 Terrace, Gainesville, Florida, 32607, as "Grantor" and **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1188, Gainesville, Florida, 32602-1188, as "Grantee".

W I T N E S S E T H:

That the grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, each to the other paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the grantee, its successors and assigns, the following-described lands, situate, lying and being in Alachua County, Florida, to-wit:

> Lot Thirteen (13) of Sugarfoot Oaks, Unit No. 3, a subdivision per plat thereof recorded in Plat book K, page 91 of the Official Records of Alachua County, Florida.

The property conveyed pursuant to this instrument is not the homestead property of the Grantor

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever; and the grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered in the presence of:

Sadie McBroom

print name: Sadie McBroom

Eloise Edwards

print name ELOISE EDWARDS

Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc.

By: Joan Canton

print name: Joan Canton

title: President

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 6th day of January, 2011, by Joan Canton as President, of Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District, Inc., on behalf of the said corporation, and who is personally known to me or who has produced _____ as identification.

DEBORAH A. SHEA
Commission # DD 964633
Expires March 16, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Deborah A. Shea 1/6/11

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

At a meeting on the 22nd day of March 2011, the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

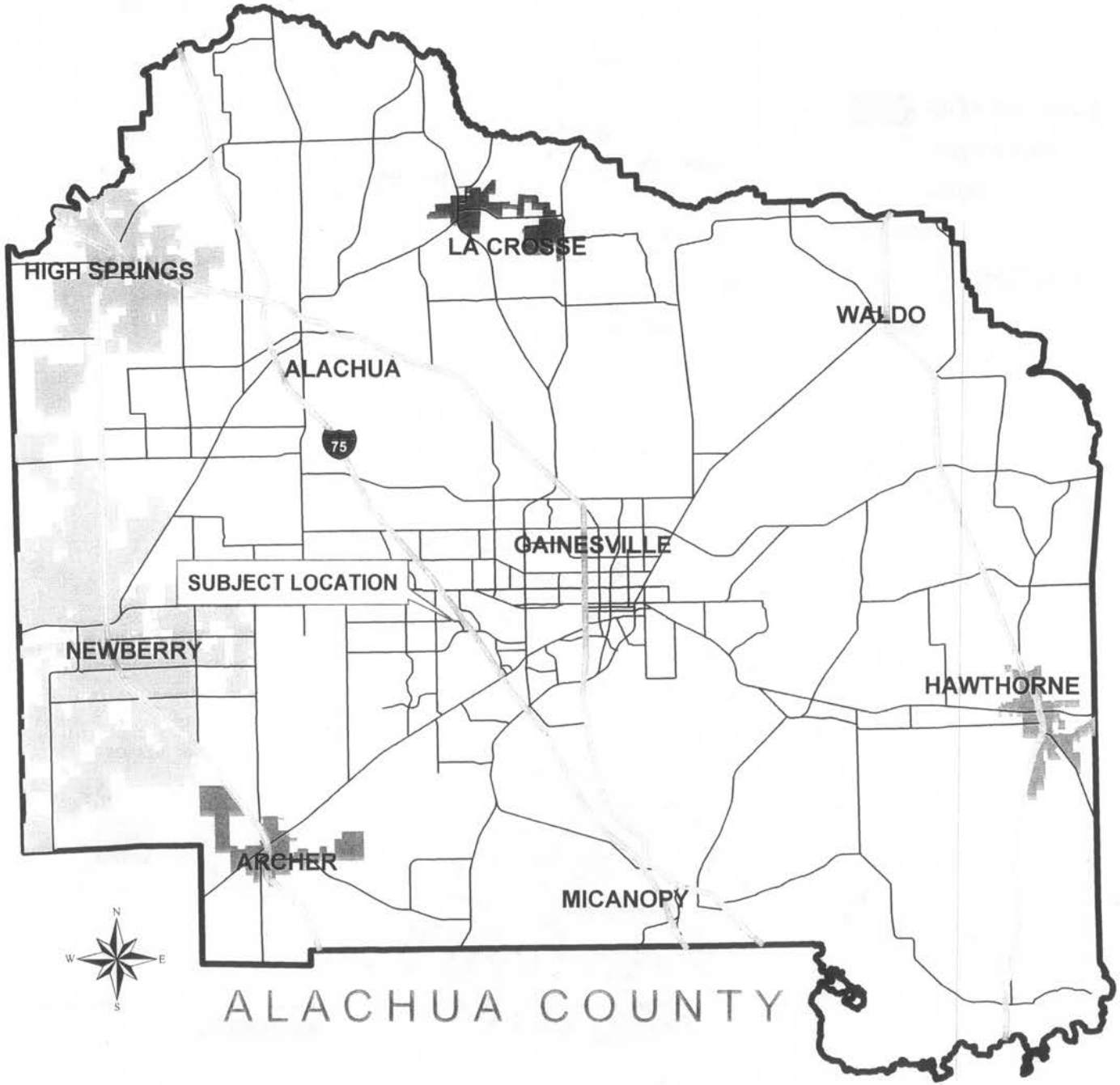
LEE PINKOSON, CHAIR
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this 25th day of March, 2011,

ATTEST:

J. K. IRBY, CLERK

Subject Area
6655-2-24
DRAINAGE RIGHT OF WAY
6655-2-19
R\W
6600-55
SHELL ROCK VILLAS
SW 8TH PL
SW 60TH TER
PB L-77
REPLAT
6675-10-1
INTERSTATE 75
STATE ROAD 93
6680
SUGARFOOT OAKS UNIT NO. 3
PB K PG 91
SW 64TH TER
SW 63RD TER
SW 9TH AVE
(6675-11-LOT)
SW 9TH PL
SUGARFOOT OAKS UNIT NO. 2
PB K PG 88
(6675 - 9 - LOT)
SW 59TH TER
SW 62ND TER
SUGARFOOT OAKS
PB J PG 66
SW 10TH PL
SW 61ST ST
SW 60TH TER
SW 10TH LN
(6675 - 20 - LOT)
SW 11TH PL
ROCKWOOD VILLAS
PB H PG 6
6675-8
6675-3
6675-6
6675-4
SW 12TH PL
SUGARLANE
PB K PG 84
6675-7-LOT
SW 61ST TER
Legend
Parcels
parcel
public owned
Sugarfoot Oaks U 3 - Lot 13
N
W
E
S
1 inch = 300 feet


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
75
GAINESVILLE
SUBJECT LOCATION
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

Cathy L. Ernst

From: Cathy L. Ernst
Sent: Monday, February 07, 2011 9:27 AM
To: 'wayneandkaymartin@gmail.com'
C Bob Wigglesworth
Subject: 2 more T & E's
Attachments: GVille_Land_Investors.pdf; Sugarfoot_Oaks_Lot_13_WD.pdf

Wayne,

I'm requesting T & E's on 2 more parcels.

Thanks,

Cathy Ernst, CPM

Right of Way Specialist
Alachua County Public Works
PO Box 1188
Gainesville, FL 32602-1188
Phone 352 548-1225
Fax 352 337-6243
cle@alachuacounty.us

Office Hours:
7:00 am - 5:30 pm
Monday - Thursday

Cathy L. Ernst

From: Wayne Martin [wayneandkaymartin@gmail.com]
Sent: Monday, February 07, 2011 12:55 PM
To: Cathy L. Ernst
Subject: Fwd: Subordination

Of the four parcels, only the Gainesville Land Investors, LLC parcel has a mortgage on it. If you want me to type up a written report (Ownership and Encumbrance Search), I will have to charge $125 each if I don't have to search for easements and restrictions. If verbal searches are acceptable, then I would only charge $50 each.

---------- Forwarded message ----------
From: **Wayne Martin** <wayneandkaymartin@gmail.com>
Date: Mon, Feb 7, 2011 at 12:48 PM
Subject: Re: Subordination
To: "McCormac, Virginia" <VMcCormac@firstam.com>

Thanks.

On Mon, Feb 7, 2011 at 12:28 PM, McCormac, Virginia <VMcCormac@firstam.com> wrote:

Try this

Virginia E. McCormac
Sr. Escrow Officer
Millhopper.Escrow.Fl@firstam.com

First American

First American Title Insurance Company

3600 NW 43rd Street Suite E-1, Gainesville, Florida 32606
Direct: 877-727-5925
E-Fax: 866-705-4327
Email: vmccormac@firstam.com

Thank you for entrusting us with your transaction

</PRE>

****
This message may contain confidential or proprietary information intended only for the use of the
addressee(s) named above or may contain information that is legally privileged. If you are
not the intended addressee, or the person responsible for delivering it to the intended addressee,
you are hereby notified that reading, disseminating, distributing or copying this message is strictly
prohibited. If you have received this message by mistake, please immediately notify us by
replying to the message and delete the original message and any copies immediately thereafter.

March 22, 2011 Regular Board Meeting
Agenda Item #55

Title
Interlocal Agreement with Gainesville and Waldo for Extension of GRU Wastewater Line. (Amended)

Amount
N/A

Description
Request execution of Interlocal Agreement with the Cities of Gainesville and Waldo relating to extension of Gainesville Regional Utilities wastewater force main along Waldo Road to provide service to the City of Waldo.

Recommendation
Execute the Interlocal Agreement, and direct the Clerk to record the executed Agreement in the official records of the County.

Alternative(s)
Do not execute the Interlocal Agreement, and provide alternative direction to staff.

Requested By
Ben Chumley, Senior Planner, 374-5249 ext. 2419

Originating Department
Growth Management

Attachment(s) Description
Interlocal Agreement signed and executed by Cities of Gainesville and Waldo. (NEED 3 SIGNED ORIGINALS)

Documents Requiring Action
Interlocal Agreement

Executive Summary
At its February 22, 2011 meeting, the County Commission received a presentation on the Interlocal Agreement with the Cities of Gainesville and Waldo relating to the GRU wastewater force main extension along Waldo Road to provide collection and treatment services to the City of Waldo. At that meeting, the County Commission approved an Agreement and directed it to be transmitted to the Mayors of Gainesville and Waldo for approval and execution. The County Commission also directed that, once the Agreement was approved by the Cities, the signed Agreement would come back to the County Commission for execution. The Interlocal Agreement, as approved by the County Commission on February 22, was transmitted to the Mayors of Gainesville and Waldo to be scheduled for approval by each governing body. The Gainesville City Commission approved the Agreement on March 3, and the Waldo City Council approved it on March 8. The Cities of Gainesville and Waldo have both signed the Agreement. The Interlocal Agreement, as signed by the Cities, is now being provided to the County Commission for execution. Once executed, the Agreement will be recorded in the official records of Alachua County.

Background
In 2009, the City of Waldo began exploring the possibility of connecting its existing wastewater plant and treatment system into GRU's system in order to address an FDEP Consent Order. The FDEP Consent Order requires that the City of Waldo make operational improvements to its existing wastewater treatment system in order to reduce pollutant discharges below permitted levels in accordance with FDEP Rules. The original Consent Order issued in 2006 and later modified in 2009 notes that Waldo's

wastewater treatment plant discharges to wetlands which flow to the Santa Fe River, and finds that the treatment plant exceeded maximum, monthly, and annual discharges for certain pollutants. In late 2009, the City of Waldo applied for grant funding for construction of a sanitary sewer force main and related facilities to interconnect the City's existing wastewater collection system with GRU's collection system for treatment and disposal service. The proposed wastewater force main would run along Waldo Road (SR 24), extending through several miles of unincorporated area outside the Urban Cluster, as designated in the County's Comprehensive Plan. The Alachua County Comprehensive Plan provides that central water and sanitary sewer lines shall not be extended outside the Urban Cluster designated in the County's Comprehensive Plan, unless the Board of County Commissioners approves the extension based on one of the findings specified in Policy 3.5 of the Potable Water and Sanitary Sewer Element, such as the facilities are needed to correct a threat to public health or safety, or to enhance safe, effective, and efficient delivery of services within the urban area. On January 26, 2010, the County Commission considered the City of Waldo's request to construct the proposed wastewater force main, and found the project consistent with the County's Comprehensive Plan in accordance with Policy 3.5.a of the Potable Water and Sanitary Sewer Element which provides for extensions of sanitary sewer lines outside the Urban Cluster where "the Alachua County Board of County Commissioners finds that the absence of such facilities would result in a threat to the public health or safety". The County Commission also issued a letter of support for the City's federal funding application and directed staff to coordinate with Waldo, Gainesville, and GRU "to prepare an interlocal agreement as necessary to further ensure consistency with the County's Comprehensive Plan". On February 22, 2011, the County Commission received a presentation on the Interlocal Agreement. At that meeting, the County Commission approved the Agreement and directed it to be transmitted to the Mayors of Gainesville and Waldo for approval and execution. The County Commission also directed that, after the Agreement was approved by the Cities, the signed Agreement would come back to the County Commission for execution. A summary of the Interlocal Agreement, as approved by the County Commission on February 22, and executed by the Cities of Gainesville and Waldo, is provided below. Article 3 of the Agreement limits wastewater service connections by the City of Waldo to the area within its City limits, including areas that may be annexed into the City of Waldo within the Wastewater Service Territory shown in Exhibit I. The Agreement also identifies the location of the proposed force main (Exhibit II). Article 3 of the Agreement further provides that Waldo will include a recommendation in the Evaluation and Appraisal Report (EAR) on its Comprehensive Plan (due in May 2011) to adopt the Wastewater Service Territory Map (Exhibit I) and related policies as part of the City of Waldo Comprehensive Plan update, and to coordinate with the County by providing notice and opportunity to comment on the follow-up EAR-based amendments to the Waldo Comprehensive Plan. Article 4 of Interlocal Agreement generally addresses issues of ownership and operational responsibility for the new sanitary sewer infrastructure. At the request of the County Commission on November 23, language is included in Section 4.1 specifying that the size of force main will be limited to 10 inches in diameter outside the Urban Cluster. Article 4 also refers to a separate "Service Agreement" between GRU and Waldo which addresses specific construction, operation, and maintenance responsibilities. Article 5 of the Interlocal Agreement provides for a coordinated process for notification and consideration of proposed connections to the wastewater force main in the unincorporated area outside the Urban Cluster, including notification of such connections by GRU to the County. Section 5.3 also provides that any future connection to the force main by new development in the unincorporated area outside the Urban Cluster as it exists on January 1, 2011 would require a decision on approval by the governing bodies of Gainesville and Waldo, after a finding of consistency with the Alachua County Comprehensive Plan has been made by the County Commission. Article 6 of the Interlocal Agreement provides for a GRU wastewater treatment capacity reservation of 0.2 million gallons per day for Waldo, and provides that GRU may allow connections to the wastewater force main within the City of Gainesville and the unincorporated Urban Cluster in accordance with applicable GRU policies and the City of Gainesville and Alachua County Comprehensive Plans. Article 6 also provides for coordinated planning for future capacity needs among all the Parties. Additional language has been added under Section 6.2 to specify that no provision of the agreement shall impair GRU's ability to enforce its operational policies.

Issues
Should the County execute the Interlocal Agreement with the Cities of Gainesville and Waldo?

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Interlocal Waldo Waste Line Final.pdf

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WALDO, THE CITY OF GAINESVILLE/GAINESVILLE REGIONAL UTILITIES, AND ALACHUA COUNTY RELATING TO GAINESVILLE REGIONAL UTILITIES WASTEWATER FORCE MAIN EXTENSION ALONG WALDO ROAD (S.R. 24)

THIS INTERLOCAL AGREEMENT, made and entered into this 22nd day of February, 2011, by and between the City of Waldo, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as "Waldo", the City of Gainesville, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as "Gainesville", Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as the "County", and Gainesville Regional Utilities, herein referred to as "GRU". Waldo, Gainesville, Alachua County, and Gainesville Regional Utilities shall also be referred to herein as Parties collectively and Party individually.

WITNESSETH:

WHEREAS, the County, Gainesville, Waldo and GRU are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, Waldo desires to connect to GRU's wastewater treatment system to ensure compliance with a Florida Department of Environmental Protection (FDEP) consent order requiring modifications to Waldo's current wastewater treatment facility and effluent disposal system to ensure that the facility and effluent disposal system will function in full and consistent compliance with all applicable FDEP rules; and

WHEREAS, GRU desires to provide wastewater service to Waldo to enable Waldo to meet its current and future wastewater needs; and

WHEREAS, the Alachua County Board of County Commissioners, on January 26, 2010, reviewed a request by the City of Waldo to extend a GRU sanitary sewer force main to the City of Waldo for purposes of providing wastewater service to Waldo, and determined such extension to be consistent with the Alachua County Comprehensive Plan based on a finding that the project would address public health and safety concerns by providing operational and capacity improvements to Waldo's existing municipal wastewater system; and directed staff to coordinate with the City of Waldo, City of Gainesville, and GRU to prepare an interlocal agreement as necessary to further ensure consistency with the County's Comprehensive Plan; and

WHEREAS, Alachua County desires to further ensure that any development in unincorporated areas between Waldo and Gainesville is consistent with the Alachua County Comprehensive Plan and Land Development Code; and

WHEREAS, the City of Gainesville has polices in its Comprehensive Plan to discourage urban sprawl by limiting extensions of wastewater facilities outside City limits in accordance with the policies in the Alachua County Comprehensive Plan, and to coordinate with Alachua County on such extensions; and

WHEREAS, Alachua County has policies in its Comprehensive Plan to require any new development in the Urban Cluster as designated on the Future Land Use Map to connect to centralized potable water and sanitary sewer systems, and to limit extensions of potable water and sanitary sewer lines outside the Urban Cluster; and

WHEREAS, the City of Waldo identified the provision of sanitary sewer service, wastewater treatment capacity, and wastewater system connection policies in the list of local issues to be addressed in the Evaluation and Appraisal Report (EAR) on the Comprehensive Plan approved by the City Council on February 23, 2010.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS and EXHIBITS

Section 1.1. Definitions. Unless otherwise defined in this Agreement, the following words shall have the following meanings unless the context requires otherwise.

"Agreement" shall mean this Interlocal Agreement, and any and all amendments hereto.

"County" shall mean Alachua County, Florida, its successors and assigns.

"GRU" shall mean the City of Gainesville, Gainesville Regional Utilities, Florida, its successors and assigns.

"Gainesville" shall mean the City of Gainesville, Florida, its successors and assigns.

"Urban Cluster" shall mean the unincorporated Urban Cluster boundary as designated on the Future Land Use Map of the Alachua County Comprehensive Plan.

"Waldo" shall mean the City of Waldo, Florida, its successors and assigns.

Section 1.2. List of Exhibits.

I Waldo Wastewater Service Territory

II Waldo Force Main

III Alachua County Comprehensive Plan, Potable Water and Sanitary Sewer Element Policies on Central Water and Sewer Connection and Extension of Central Water and Sewer Lines Outside of the Urban Cluster

IV City of Gainesville Comprehensive Plan, Potable Water and Wastewater Element Policies on Extensions of Facilities Outside City Limits

ARTICLE 2
EFFECTIVE DATE, TERM, AND AMENDMENT

Section 2.1. Effective Date of Agreement. This Agreement shall become effective upon signature approval by all Parties to the agreement.

Section 2.2. Term of Agreement. The term of this Agreement shall be 99 years. The Parties have made long term commitments and intend for this Agreement to continue throughout its full term.

Section 2.3. Amendment of Agreement. At any time after the effective date of this Agreement, any Party to the agreement may request a modification by providing written notice to all the other parties. Changes to the Agreement, which are mutually agreed upon, shall be valid only when in the form of an amendment to the Agreement, duly signed by each of the parties hereto, and attached to the original of this Agreement. Amendment to this Agreement must be approved by each of the respective governing bodies at a regular public meeting.

ARTICLE 3
WASTEWATER SERVICE TERRITORY FOR THE CITY OF WALDO

Section 3.1. Waldo shall limit wastewater service connections to the area within its City limits, including areas added in the future through annexation, within the Waldo Wastewater Service Territory delineated in Exhibit I.

Section 3.2. Waldo shall include a recommendation in the Evaluation and Appraisal Report (EAR) on its Comprehensive Plan, due by May 2011, to amend the City of Waldo Comprehensive Plan to adopt the Waldo Wastewater Service Territory Map shown in Exhibit I and related policies limiting wastewater system connection for new and existing development consistent with this agreement; to provide for coordination among the parties on implementation through the Waldo Comprehensive Plan, the City of Waldo shall circulate the draft Comprehensive Plan amendments to the parties for review and input at least 60 days prior to advertising the public hearing of the Waldo Local Planning Agency on this Comprehensive Plan amendment.

ARTICLE 4
EXTENSION OF FORCE MAIN AND WASTEWATER SERVICE PROVISION

Section 4.1 The location of the Force Main constructed for the purpose of providing wastewater service to Waldo will be as generally shown in Exhibit II. The section of the Force Main in the unincorporated area beyond the Urban Cluster shall be limited to 10 inches in diameter.

Section 4.2 The terms and conditions of the construction and operation of the Force Main and other improvements necessary to provide this service are included in the Wastewater "Service Agreement", and are described generally below:

Section 4.3 Waldo will construct and be solely responsible for funding of all facilities necessary to provide this service that are upstream of the Point of Connection with GRU. This includes the wastewater collection system located within Waldo's service area, transfer pumping stations, the portion of the Force Main (generally shown in Exhibit I), and any other facilities upstream of the Point of Connection. GRU will be responsible for making necessary improvements downstream of the Point of Connection, which includes construction of a flow monitoring station and the portion of the Force Main downstream of the Point of Connection. This also includes improvements to its existing facilities to accommodate the Waldo wastewater discharge.

Section 4.4 Waldo will own and operate any transfer pumping stations and the force main from the transfer pumping stations to the point of connection with GRU. GRU will own and operate the Force Main and other facilities downstream of the point of connection.

ARTICLE 5
FUTURE CONNECTIONS TO THE WASTEWATER FORCE MAIN IN THE UNINCORPORATED AREA OUTSIDE THE URBAN CLUSTER

Section 5.1. GRU shall notify Alachua County of any proposed connection of new or existing development to GRU's force main between Waldo and Gainesville in the unincorporated area outside the Urban Cluster as designated in the Alachua County Comprehensive Plan.

Section 5.2. Any connection to GRU's force main in the unincorporated area outside the Urban Cluster shall be subject to review and approval by the Board of County Commissioners to determine whether it would be consistent with Policy 3.5 of the Alachua County Comprehensive Plan, Potable Water and Sanitary Sewer Element, as shown in Exhibit III. Alachua County shall provide written notice to Waldo and Gainesville of such review, and the proposed basis for determination of consistency with the Alachua County Comprehensive Plan at least 60 days in advance of the County Commission public meeting at which this review and determination would be considered. Where approval of the proposed determination of consistency would be based on one of the findings in Policies 3.5.c or 3.5.d, at the request of either Gainesville or Waldo, Alachua County shall hold a joint meeting to receive input from Gainesville and Waldo, and to discuss any concerns among the Parties. As an alternative, or in addition to such a joint meeting, any concerns related to connection to GRU's force main in the unincorporated area outside the Urban Cluster may be addressed through other intergovernmental coordination mechanisms consistent with the Parties' Comprehensive Plans, the Alachua County Charter, and Florida Statutes.

Section 5.3. If the Board of County Commissioners determines that a connection to the force main in the unincorporated area outside the Urban Cluster is consistent with the Alachua County Comprehensive Plan in accordance with Section 5.2 above, then any connection to the Force Main for new development in the unincorporated area outside the Urban Cluster as it exists on January 1, 2011 and outside the Waldo Wastewater Service Territory (Exhibit 1 as of January 1, 2011), shall only be made after approval by resolution or affirmative vote of the respective governing bodies of Gainesville and Waldo.

ARTICLE 6
FORCE MAIN CAPACITY RESERVATIONS

Section 6.1. In the Force Main generally shown in Exhibit II, a peak flow capacity of 560 gpm and a total annual average daily flow capacity of up to 0.2 mgd capacity will be made available by GRU to Waldo.

Section 6.2. GRU may allow connections to the transfer Force Main within the City of Gainesville and the unincorporated Urban Cluster in accordance with applicable GRU policies and City of Gainesville and Alachua County Comprehensive Plan policies, including but not limited to those in Exhibits III and IV, and applicable Land Development Regulations, provided that capacity availability is maintained to Waldo, as provided in Section 6.1. In no event shall usage by future customers connecting to the force main prevent Waldo from discharging the capacities stipulated in Section 6.1. All Parties shall coordinate planning for their future wastewater capacity needs. No provision of this agreement shall impair GRU's ability to enforce its operational policies.

ARTICLE 7
DISPUTE RESOLUTION AND DEFAULTS

Section 7.1. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this Agreement, or any party's performance thereof, the aggrieved party, as a condition precedent to any remedy under the terms of this Agreement or general law, shall notify the other parties in writing describing the dispute and proposed resolution with specificity. The parties shall then meet at an agreed place and time, no more than fifteen (15) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If resolution of the dispute is not achieved within sixty (60) days of the notification the parties may resort to such other remedies as are available under the terms of this Agreement or as provided by general law.

ARTICLE 8
AUTHORIZATION

Section 8.1. Each Party represents that it has the necessary corporate, legal and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said Party has been created.

ARTICLE 9
MISCELLANEOUS

Section 9.1 Recording of Agreement. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

Section 9.2 Liability. Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by Alachua County of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

Section 9.3 Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 9.4. Severability. It is the declared intent that if any section, sentence, clause, phrase, or provision of this Agreement is held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Agreement and the remainder of this Agreement after the exclusion of such part or parts shall be deemed to be valid.

Section 9.5. Non-waiver. The failure of any Party to exercise any right in this agreement shall not be considered a waiver of such right.

ARTICLE 10
NOTICES

Section 10.1 All notices which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below, or to such other address as any party hereto shall designate in written notice so delivered to the other parties hereto:

Alachua County
Office of the County Manager
12 SE 1st Street
Gainesville, FL, 32601

City of Gainesville
Office of the City Manager
P.O. Box 490
Gainesville, FL, 32602-0490

City of Waldo
Office of the City Manager
P.O. Drawer B
Waldo, FL, 32694

Gainesville Regional Utilities
Office of the General Manager for Utilities
P.O. Box 147051 Station A110
Gainesville, FL, 32601-7051

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes set forth therein.

ALACHUA COUNTY

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J.K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM:

_____
for David W. Wagner
Alachua County Attorney

CITY OF GAINESVILLE

BY: _____
Craig Lowe, Mayor
Gainesville City Commissioner

ATTEST:

_____
Kurt Lannon, Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY:

_____
Raymond O. Manasco, Jr.
Utilities Attorney

CITY OF WALDO

BY: _____
Louie Davis, Mayor

ATTEST:

_____
Kim Worley, Clerk
(SEAL)

APPROVED AS TO FORM:

_____
John McPherson
City Attorney

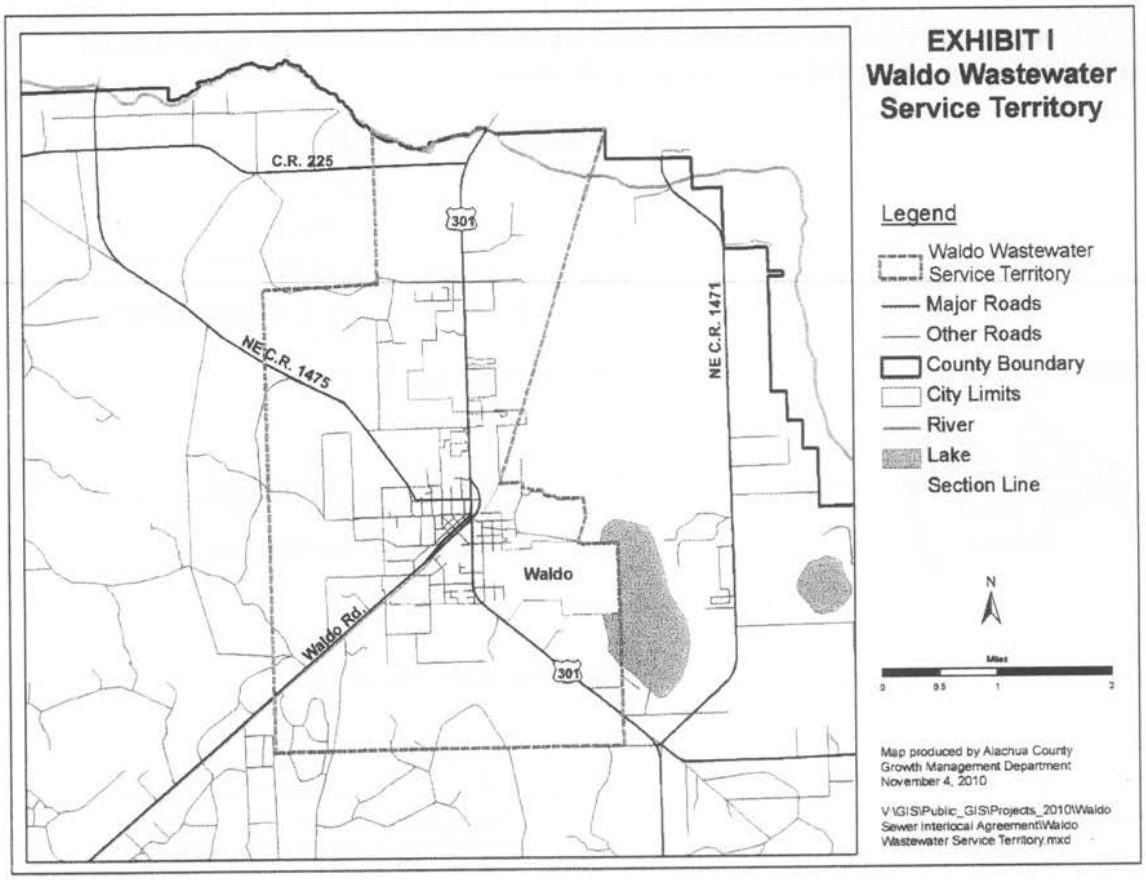


EXHIBIT I
Waldo Wastewater Service Territory
C.R. 225
301
NE C.R. 1475
NE C.R. 1471
Waldo
Waldo Rd.
301
Legend
Waldo Wastewater Service Territory
Major Roads
Other Roads
County Boundary
City Limits
River
Lake
Section Line
N
Miles
0
0.5
1
2
Map produced by Alachua County Growth Management Department November 4, 2010
V:\GIS\Public_GIS\Projects_2010\Waldo Sewer Interlocal Agreement\Waldo Wastewater Service Territory.mxd

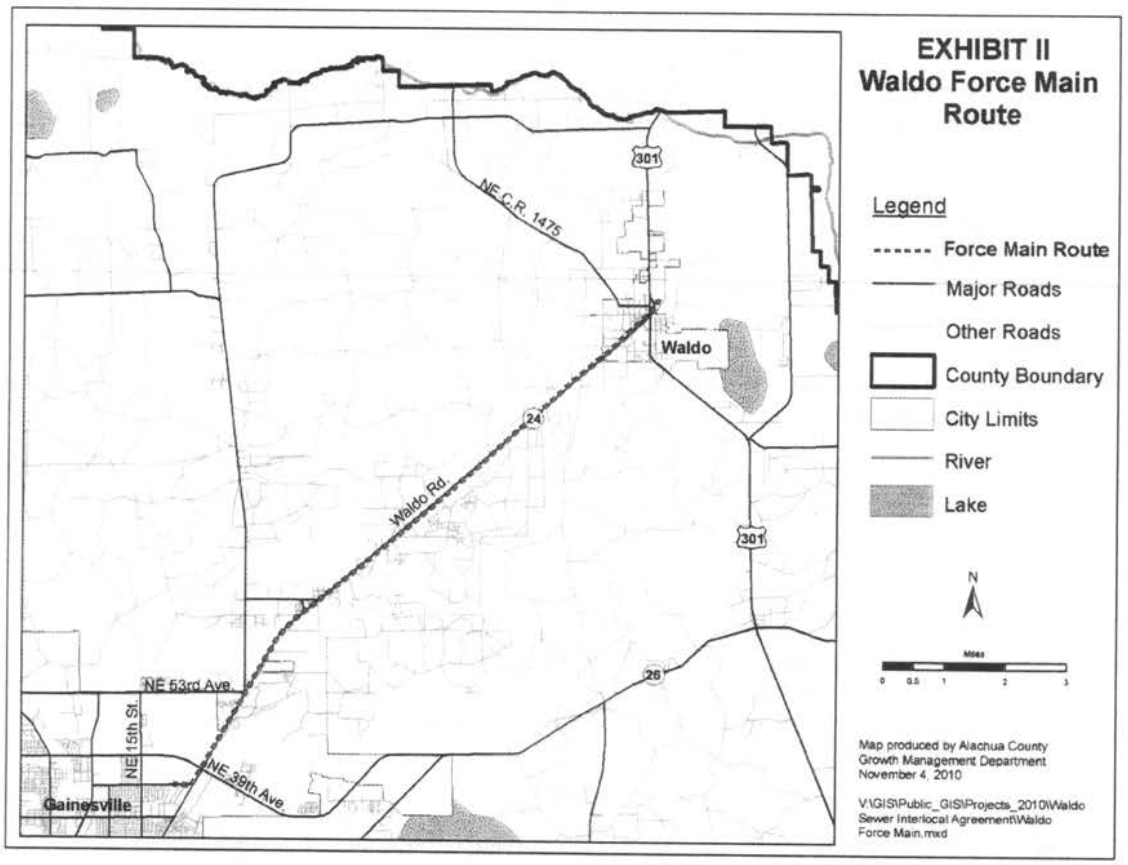


EXHIBIT II
Waldo Force Main Route
Legend
Force Main Route
Major Roads
Other Roads
County Boundary
City Limits
River
Lake
N
Miles
0 0.5 1 2 3
Map produced by Alachua County Growth Management Department November 4, 2010
V:\GIS\Public_GIS\Projects_2010\Waldo Sewer Interlocal Agreement\Waldo Force Main.mxd
NE C.R. 1475
301
Waldo
24
Waldo Rd
301
26
NE 53rd Ave
NE 15th St
NE 39th Ave
Gainesville

EXHIBIT III

ALACHUA COUNTY COMPREHENSIVE PLAN
POTABLE WATER AND SANITARY SEWER ELEMENT
POLICIES ON EXTENSION OF CENTRAL WATER AND SEWER LINES OUTSIDE OF THE URBAN CLUSTER

Policy 3.5 Proposed extensions of potable water and sanitary sewer lines outside of the Urban Cluster designated by the Future Land Use Element shall be subject to approval by the Board of County Commissioners. Approval of such extensions shall be based on one or more of the following:

a. the Alachua County Board of County Commissioners finds that the absence of such facilities would result in a threat to the public health or safety; or

b. the Alachua County Board of County Commissioners finds that the extension of such facilities is necessary to enhance the safe, effective, and efficient delivery of central potable water or sanitary sewer service within an existing urban service area; or

c. the Alachua County Board of County Commissioners finds that the extension of such facilities would serve a purpose consistent with the Alachua County Comprehensive Plan, such as the retention and expansion of existing business and industry or the attraction of new business and industry in accordance with the Economic Element of this Plan, or the service of institutional or tourist/entertainment uses consistent with the Future Land Use Element; or

d. the Alachua County Board of County Commissioners finds that the extensions of such facilities is needed as part of a comprehensive expansion of public services to encourage urban development in a new area as part of a comprehensive plan amendment. In this case, such a finding must be consistent with Policy 3.6 below.

Policy 3.6 Central potable water and sanitary sewer systems may be extended into new areas as part of a planned extension of urban services to that area based upon the following factors:

a. population growth rate;

b. maintenance of level of service standards for the potable water or sanitary sewer system;

c. adequacy of existing and planned supporting infrastructure;

Approval of such extensions would require the following:

* Identification, scheduling, and designated funding for capital improvements to other public facilities needed to extend urban services. Such projects shall be incorporated into the five-year capital improvement program of the Alachua County Capital Improvement Element.

* Adoption of necessary amendments to the Future Land Use map extending the urban cluster boundary.

EXHIBIT IV

CITY OF GAINESVILLE COMPREHENSIVE PLAN POTABLE WATER AND WASTEWATER ELEMENT POLICIES ON EXTENSIONS OF FACILITIES OUTSIDE CITY LIMITS

Objective 1.3

The City shall provide potable water and wastewater services throughout the urban area in an efficient and economical manner, with the cost of service expansion being borne by those requiring such expansion. Upon Plan adoption, the City of Gainesville, as the urban area service provider of potable water and wastewater through Gainesville Regional Utilities, shall coordinate the extension and increases in capacity of potable water and wastewater facilities outside of city limits through policies established in the Alachua County Comprehensive Plan.

Policies

1.3.1 In order to discourage urban sprawl, Gainesville Regional Utilities shall extend potable water and wastewater facilities outside city limits in accordance with policies in the Alachua County Comprehensive Plan.

1.3.2 The City shall encourage development of property in close proximity to existing service areas through the continued use of appropriate economic incentives concerning the extension of water and wastewater services as listed below:

a. The City shall continue its policy of having all new water and wastewater service connections pay the fully allocated cost of the treatment facilities required to serve them in the form of plant connection fees, and the cost of distribution or collection facilities, unless the service is on a developer-installed system;

b. The City shall continue its policy of having development contribute the water and wastewater distribution and collection system internal to a development. Contributions in aid of construction are paid if the City does not project an adequate return on investment for water distribution or wastewater collection system extensions;

c. The City shall continue its policy that all facilities constructed and contributed to the utility system must be approved, inspected and built to City standards.

1.3.3 The City shall not reserve potable water or wastewater capacity outside of city limits without a determination that the development order is consistent with the Future Land Use Element of Alachua County.

March 22, 2011 Regular Board Meeting
Agenda Item #56

Title
Henderson Land Trust in connection with the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project. (Amended)

Amount
126,350.00

Description
Request Approval of the Purchase and Sale Agreement between Alachua County and Henderson Land Trust in connection with the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project.

Recommendation
Approve the Purchase and Sale Agreement and the Chair to be authorized to execute any additional documents approved by the County Attorney necessary to complete this transaction.

Alternative(s)
Don no approve the purchase and sale agreement and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Purchase and Sale Agreement with location maps. copy of emails to and from Wayne Martin for T & E search

Documents Requiring Action
Purchase and Sale Agreement

Executive Summary
Purchase and Sale Agreement between Alachua County and Henderson Land Trust in connection with the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project.

Background
Public Works negotiated a purchase and sale agreement with Henderson Land Trust for a 3.61 acre parcel in order to construct a drainage basin in connection with the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project for the full purchase price of One Hundred Twenty-Six Thousand Three Hundred Fifty Dollars and no/100 ($126,350.00) Per Wayne Martin with First American Title Insurance Company this property is not encumbered by any mortgages and is owned free and clear by Henderson Land Trust.

Issues
If the BoCC does not approve this purchase and sale agreement the county will not have adequate land to construct one of the basins required per the construction plans for the SW 8 Avenue to SW 20 Connection - Connect to SW 61 Street Improvement Project.

Fiscal Recommendation
$126,350.00 (expenditure)

Fiscal Alternative(s)
That the Purchase and Sale Agreement be denied and request that the Board provide Staff with direction.

Funding Sources
Sales Tax Bond

Account Code(s)
348-7910-541.63-20

Attachment: Henderson Trust Purchase and Sale Final.pdf
Attachment: SW_8_Ave_HENDERSON_Purchase_T_E_EMAILS.pdf

PURCHASE AND SALE AGREEMENT BETWEEN ALACHUA COUNTY AND HENDERSON LAND TRUST

THIS AGREEMENT is made and entered into as of the Effective Date by and between Henderson Land Trust, (the "Seller") whose address is 3501 South Main Street, Suite 1, Gainesville, FL 32601-9031 and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P.O. Box 2877, Gainesville, Florida 32602-2877 (the "County").

W I T N E S S E T H:

WHEREAS, the Seller owns fee simple title to certain real property located in Alachua County, Florida and wishes to sell said property to the County;

WHEREAS, the County wishes to acquire fee simple title to the Seller's Property, "being more particularly described in **Exhibit 'A'**, as attached hereto and by reference made a part herein.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. SALE OF PROPERTY. The Seller agrees to sell, and the County agrees to purchase the above-described Property; the buildings and improvements (if any) located thereon; all fixtures and articles of personal property attached to, or appurtenant to, or used in connection with the premises (except as more particularly set forth in the paragraph labeled "Fixtures" below); and all easements, rights-of-way, privileges, benefits, contract rights, development rights, appurtenances, hereditaments, riparian and littoral rights, permits, and licenses or approvals associated with said real property (collectively, the "Property"); containing approximately 3.61 acres.

2. PURCHASE PRICE. The Seller hereby agrees to sell the Property to the County, and the County hereby agrees to purchase the property from the Seller for One hundred twenty-six thousand, three hundred and fifty dollars and 00/100 ($126,350.00); which after credit for the good faith Deposit and Option Fee, will be paid by the County at closing, subject to any adjustments, credits, and pro-rations as set forth herein.

a. The Property is being sold as is, where is, and with all faults, without any representation or warranties whatsoever as to its condition, fitness for any particular purpose, mechanical ability or any warranty expressed or implied.

b. **Deposit**. Within ten business days of execution by both parties, the County shall deposit with SALTER, FEIBER, MURPHY, HUTSON & MENET, P.A. ("Escrow Agent"), the sum of $1,000.00 as a good faith deposit (the "Deposit"). The Deposit shall be placed in a non-interest bearing account. At the closing, the Deposit shall, at the County's option, be returned or credited to the County. The Deposit is in addition to Option Fee described below.

3. SELLER'S OFFER TO REMAIN OPEN; OPTION FEE. The Seller shall be the first party to execute this agreement (the "Offer"), after which, the County shall consider the Offer. An amount equal to ten percent (10%) of the Deposit amount shall be deposited with the Escrow Agent within ~~10~~ 35 days after the Seller executes this agreement and shall serve as consideration to the Seller for holding the Offer open (the "Option Fee"). The Seller shall allow The County forty-five (45) days, after receipt of the Option Fee to execute this Agreement. The Seller's Offer shall be irrevocable and remain open during the County's acceptance period. If the County does not execute this Agreement within said period, for any reason other than the Seller's default, then the Seller's sole remedy against the County shall be to retain this Option Fee paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event that the County does not execute this Agreement. This amount shall be applicable to and credited against the Purchase Price at closing. This amount shall be placed in a non-interest bearing account.

4. INSPECTIONS. The County shall have ninety (90) days from the Effective Date of this Agreement ("Inspection Period") to conduct any surveys, surface and subsurface explorations, soil tests, engineering studies, environmental site assessments, and any other inspections of the Property which the County may elect to make ("Inspections"). During the Inspection Period and upon reasonable advance notice to the Seller, the County, by its agents, servants, employees, representatives, consultants, contractors, or licensees shall have the right of entry upon the Property for the purpose of making Inspections. The County shall not unduly interfere with Seller's operation of the Property or the Seller's Property in connection with the performance of any Inspections. Following the County's Inspections, the County shall return the Property to its condition existing immediately preceding the Inspection; shall repair any and all damage to the Property caused by the Inspections; and shall be responsible for injuries or damages caused by the County's Inspections. In the event that any of the County's Inspections, performed by or on behalf of the County, are not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

5. EFFECTIVE DATE. The effective date of this Agreement is the date when the last of the parties executes this Agreement.

6. FIXTURES.

a. **Removal of Certain Fixtures**. Except as otherwise provided in this Agreement, the Seller shall not remove any fixtures from the Property. Where such removal is provided for below, the Seller shall remove the fixtures within thirty (30) days following the Closing Date. The County Facilities Manager may extend the time period for removal or may add items to this fixtures removal list, upon the written request of the Seller, by issuing a letter. The Seller shall provide trained personnel, with proper certifications where required, to perform said removal. Seller shall provide the County with proof of insurance for personnel. After the removal of the fixtures from any structures, the Seller shall repair, to the County's satisfaction, any openings created in the structure that would allow moisture to enter the structure, or otherwise compromise the security of the structure.

b. **List of Fixtures to be Removed**. In accordance with the foregoing, the Seller may remove the following fixtures from the Property:

(Insert list here)

7. SELLER'S DUTIES. The Seller shall perform the following acts pursuant to the timeline provided by the County:

a. Respond to inquiries of the County within two business days.

b. Allow access to the Property during the inspection period by the County employees, agents, third party contractors or other parties invited by the County. These parties may access the Property via the main entrance.

c. Accommodate utility relocations.

d. A breach or delay in the performance of any of these duties by the Seller (for any reason whatsoever) will automatically extend the County's time to complete the project during the period of breach or delay. In addition, the parties recognize that any breach or delay by Seller could result in increased costs to the County. Thus, upon the Seller's failure to perform any of its duties, the County shall give the Seller 48 hours, written notice, and thereafter, if the duties are not performed, the County may perform those duties. The Seller shall be responsible for all costs associated with the County performing the Seller's duties under this section.

8. DELIVERY OF DOCUMENTATION. Within 5 days of the Effective Date of this Agreement, the Seller shall provide the County with copies of all information in the possession or control of the Seller which relates to the use or development of the Property, including, but not limited to, any specifications for on-site or off-site improvements, prior title policies or reports, copies of all easements, surveys, site plans, engineering reports, environmental reports, reports on water and utility availability and quality, tax assessment records, zoning or other land use applications or stipulations or agreements, and copies of any permits or licenses which relate to the Property.

9. ENVIRONMENTAL SITE ASSESSMENT. This Agreement is contingent on the County being able to obtain an environmental site assessment of the Property, which the County determines, in its sole discretion, to be satisfactory. In the event that any environmental site assessment performed by or on behalf of the County is not satisfactory to the County, the County may terminate this Agreement upon written notification to the Seller during the Inspection Period.

10. WELLS. All wells located on the Property shall be duly and properly abandoned at the Seller's sole cost and expense prior to the Closing, unless this requirement is waived by the County in writing.

11. TRASH REMOVAL. Prior to Closing, the Seller shall remove any and all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris located on the Property ("Trash") to the satisfaction of the County. If Seller does not remove the Trash, then the County, at its sole option, may elect to: (1) receive a credit from Seller at

Closing in the amount of $500.00, with the County thereafter being responsible to remove the Trash and clean up the Property; (2) extend the amount of time the Seller has to remove all Trash from the Property; or (3) terminate this Agreement and neither party shall have any further obligations under this Agreement.

12. SURVEY. The County may have the Property surveyed at the County's sole expense prior to the Closing Date. If the survey shows: any encroachments onto the Property; that improvements (if any) on the Property encroach upon other lands, or upon any easements or building setback lines on the Property; that any improvements on the Property violate any restrictions, contract covenants or applicable building regulations; other matters which materially affect marketability of the Property; or that the Property does not have insurable legal access, then such facts or matters so shown shall constitute a "title defect" for purposes of paragraph 14.

13. EVIDENCE OF TITLE AND TITLE INSURANCE. The Seller shall provide the County with a Commitment for an ALTA Owner's Title Insurance Policy insuring the marketable title of the Property from a title insurance company doing business in the Alachua County area and which is acceptable to the County. The Seller shall deliver the Commitment to the County within fifteen (15) days following the Effective Date. The Commitment shall describe the Property; shall be dated later than the Effective Date; shall be in the full amount of the purchase price; shall have attached legible copies of all instruments referred to therein; and shall disclose the title to the Property to be good, marketable, and insurable, subject only to the exceptions set forth. Any exceptions shown on the Commitment shall constitute title defects for purposes of this Agreement.

14. TITLE DEFECTS. If either the Survey or the Commitment reveals any title defects, the County must give written notice to the Seller of any such title defects not more than twenty (20) days after the date the County receives the Survey or the Commitment, whichever is received last. The Seller shall have a period of thirty (30) days after receipt of notice to cure the title defects ("Title Cure Period"). The Seller shall use reasonable diligence in curing said defects. The Closing Date shall be extended as reasonably necessary to allow the Seller the opportunity to cure the defects. If any title defects, other than those that can and will be cured, or satisfied at Closing, remain un-cleared by the Seller at the end of the Title Cure Period, the Seller shall then give the County written notice of the Seller's failure to cure the title defects and describe with specificity in that notice the title defects which remain uncured. The County then may either terminate this Agreement, or accept the uncured title defects and require the Seller to deliver the title to the Property at Closing in its existing condition. The Seller's reasonable diligence in curing title defects will not include the bringing of appropriate law actions. Reasonable adjustments to the purchase price reflecting any encroachments, shortages, or material difference in the acreage as stated in Paragraph 1 above shall be made by mutual agreement, and if the parties fail to reach such agreement, then either party may terminate this Agreement.

15. CLOSING DATE. Subject to extensions as provided in this Agreement, this transaction shall be closed on or before thirty (30) days following the end of the Inspection Period.

16. GENERAL CONDITIONS TO PERFORMANCE BY THE COUNTY. The County's performance obligations are, at the option of the County, specifically contingent upon:

a. The representations and warranties made by the Seller herein shall be correct statements of fact as of the Closing Date, and at all times between the Effective Date and the Closing Date.

b. All terms, covenants, agreements and provisions of this Agreement to be complied with and performed by the Seller, on or before the Closing Date, shall have been duly complied with or performed.

17. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF the SELLER. The Seller hereby represents, warrants, and covenants to and with the County as follows:

a. From and after the Effective Date, the Seller shall not enter into any contracts, agreements, encumbrances, liens, or other documents or instruments for or regarding the sale, transfer, disposition, assignment, conveyance, encumbrance, lien, pledge, of any Property, or any part thereof, or any interest therein, or which may result in any lien or encumbrance with regard to the Property, or any part thereof, or an interest therein, without the prior written consent of the County.

b. The person executing this Agreement on behalf of the Seller is fully and duly authorized to do so by the Seller, and any and all actions required to make this Agreement and the performance thereof legally binding obligations of the Seller, have been duly and legally taken. No further consent, authorization or approval of any person or entity is required for the Seller to enter into or perform this transaction.

c. The Seller has paid (or covenants that the Seller will pay prior to Closing) any and all taxes (excluding taxes not yet due) which have or could become a lien or charge against the Property, subject to the prorations herein provided.

d. Except for the liens, encumbrances, or charges against the Property specifically disclosed in this Agreement, there are no other liens, encumbrances, unpaid bills to vendors, outstanding obligations or charges (contingent or absolute) in existence against such Seller or any businesses conducted thereon, or any existing undisclosed or unrecorded liens, encumbrances or charges, which could adversely affect title to the Property after the Effective Date or the Closing Date, and the Seller has no knowledge of any matters pending that could result in a lien against the Property, or in any way substantially adversely affect title to the Property, except as noted herein in item (h) below.

e. From and after the Effective Date, the Seller will not cause, permit, suffer, or allow any change, modification or alternation to be made to the Property, or any part or portion thereof, or its physical condition without the prior written consent of the County.

f. There are no leases on the Property, or any portion thereof, other than those disclosed herein.

g. During the Seller's ownership, the Property has never been used for the dumping, disposal, manufacture, handling, transportation, storage, or usage of any toxic or hazardous wastes or materials, and no such toxic or hazardous waste or materials are present on, in, or under the Property, except in the normal course of the Seller's business. As used herein, "hazardous or toxic wastes or materials" shall mean and refer to any substance or matter giving rise to liability or regulations under any federal, state, or local law, statute, regulation, rule or ordinance.

h. There are no actions, suits or proceedings of any kind or nature whatsoever legal or equitable, to which Seller is a party, affecting the Property, or any portion thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency, or other government instrumentality.

i. To the best of the Seller's knowledge, no commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon the County, or its successors or assigns, to make any contribution or dedications of money or land, or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions, or incur any expenses or obligations in connection with any development of the Property, or any part thereof.

j. To the best of the Seller's knowledge, no portion of the Property has previously been determined to be a wetlands within the jurisdiction of any state agency, the Army Corps of Engineers, any water management district having jurisdiction over the Property, any agency of the City or County in which the Property is located, or any other governmental agency, entity or authority.

k. No person, firm or other legal entity other than the County has any right or option whatsoever to acquire the Property or any portion thereof, or any interest therein.

l. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and does not constitute a violation or breach by the Seller of any provision of any agreement, or other instrument to which the Seller is a party, or to which the Seller may be subject, although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the Seller.

m. The Seller is not aware of any information or facts concerning the physical condition of the Property, or the existing or proposed governmental regulation of the use or development of the Property, which would materially or adversely affect the value or use thereof which has not been disclosed to the County in writing. In the event that changes occur prior to Closing as to any information, documents, or exhibits referred to in any part of this Agreement, the Seller will immediately disclose same in writing to the County when first made available to the Seller.

n. To the best of the Seller's knowledge, no representation, warranty or covenant in this Agreement, nor any document, certificate or exhibit given or delivered to the County pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of a material fact, or omits a material fact necessary to make the statements contained therein true in the light of the circumstances under which they were made.

18. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Seller as follows:

a. No consent to the transaction contemplated by this Agreement by any person or entity other than the County is required.

b. No representation, warranty or covenant made by the County in this Agreement, nor any document, certificate, or exhibits given or delivered to the Seller pursuant to this Agreement, when read singularly or together as a whole, contains any untrue statement of material fact, or omits a material fact necessary to make the statement contained therein true in light of the circumstances under which they were made.

19. CONTINUING REPRESENTATION AND WARRANTIES. The representations and warranties of the parties contained herein shall be continued up to and including the Closing Date and at all times between the Effective Date hereof and the Closing Date, with the same force and effect as though such representations and warranties had been made as of Closing.

20. CLOSING COSTS. The County shall pay for the preparation of all closing documents (except those necessary to cure title defects that are the Seller's responsibility); the cost of recording the deed; the deed documentary stamps, and the survey. The Seller shall pay for the Owner's Title Insurance Policy premium, including all related search and abstract fees, the satisfaction or release of any mortgages or liens on the Property, and preparation and recording costs for any curative instruments required. Each party shall pay its own attorneys' fees.

21. CLOSING AGENT. Closing Agent shall be selected by the County.

22. REAL ESTATE COMMISSIONS. All compensation or payments to real estate brokers, or any third parties entitled to receive any compensation or payment in connection with the sale and purchase of the said Property, shall be paid by the Seller.

23. PRORATION OF PROPERTY TAXES. Ad valorem real estate taxes and assessments levied against the Property shall be prorated as of the Closing Date. Real property taxes for all prior years shall be paid by the Seller at or prior to Closing. Real estate taxes for all succeeding years shall be borne by the County. If the amount of taxes for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a tentative proration at closing; however, said taxes shall after Closing be finally re-prorated by and between the Seller and the County upon receipt by the Seller or the County of the statement or statements thereof from the proper taxing authorities.

24. ASSESSMENTS AND FEES. All unpaid public assessments for street, sidewalk or other improvements, if any; city or county garbage disposal fees, incineration fees, fire service fees, and the like; impact fees payable with respect to the Property; and any other fees or payments due to any governmental authority with respect to the Property, shall be fully paid by the Seller at or prior to closing.

25. CLOSING DOCUMENTS. At closing, the parties shall deliver or cause to be delivered the following:

a. The Seller shall convey to the County its interest in and to the Property in the form of the statutory general warranty deed and other instruments reasonably acceptable to the County, free and clear of all liens and encumbrances except (i) the Permitted Exceptions; and (ii) such other exceptions to title appearing in the Commitment which the Buyer has approved or accepted as Permitted Exceptions under the terms hereof.

b. The Seller shall furnish to the County a Seller's affidavit, in a form acceptable to the title insurance company and the Closing Agent, sufficient to remove standard printed exceptions in the Title Policy regarding (i) rights or claims of parties in possession; and (ii) mechanic's liens.

c. The Seller shall deliver, or cause to be delivered, such easements and agreements as the County and the Seller mutually agree are necessary to satisfy the conditions to closing set forth herein.

d. The Seller shall deliver satisfaction(s) or release(s) of all mortgages and liens on the Property made, created, or assumed by the Seller or to which the Property is subject.

e. Each party shall deliver evidence of its authority to consummate the sale and purchase and to execute, deliver, and perform this Agreement and the documents referred to in this paragraph, in form and substance reasonably acceptable to the other party hereto, the title insurance company, and the Closing Agent; including without limitation copies of articles of incorporation, bylaws, corporate resolutions, certificates of good standing, authority, and incumbency, partnership agreements, consents, and death certificates, as appropriate.

f. Each party shall deliver any other instruments reasonably required to complete the closing, including without limitation, an appropriate closing statement, any forms required to comply with federal and state tax laws (including a 1099 Form and a nonforeign affidavit as defined by Internal Revenue Code Section 1445), and any forms required by local or state authorities to file the deed.

g. The Seller shall deliver the originals of all development rights, permits, licenses, benefits, consents, or approvals, surveys, soil tests, water, sewer, or other utility capacity verification or reservation, development plans, engineering plans or specifications, tests, reports, studies, appraisals, analyses and similar documents or information in the possession of the Seller pertaining to the Property, together with an assignment of all the Seller's right, title and interest with regard thereto.

26. AUTHORITY. Each party hereby represents and warrants to the other party, which representations and warranties shall be true and shall be deemed to be restated at the Closing:

a. Each party has full authority to bind itself to the obligations stated herein, including but not limited to, providing any necessary resolutions or like documents indicating consent and approval.

b. The execution and delivery of this Agreement and consummation of the transaction contemplated hereby shall not (i) constitute a default under any instrument, document or obligation to which it is now, or may become a party, or by which it may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which it is a party.

27. NOTICES. Any notice, demand, request, or other communication required or permitted by this Agreement or by law shall be in writing, and shall be deemed to be given when (a) delivered in person with signed proof of delivery, (b) delivered by United States certified or registered mail, return receipt requested, postage prepaid, or (c) delivered by a commercial courier service (such as Federal Express) to the following addresses:

To Seller:

James D. Henderson, II & Fred L. Henderson,
Henderson Land Trust
3501 South Main Street, Suite 1
Gainesville, FL 32601-9031

To County:

Alachua County Board of County Commissioners
PO Box 2877
Gainesville, Florida 32602-2877
Attention: Chair

and

Alachua County Public Works Department
PO Box 1188
Gainesville, Florida 32602-1188
Attention: Director

28. DEFAULT.

a. Pre-Closing. If the County fails to consummate the purchase of the Property in accordance with the terms of this Agreement for any reason other than the Seller's default or the County's termination of this Agreement as allowed herein, the Seller's sole remedy against the County shall be to retain any deposit (including any interest earned thereon) paid by the County as liquidated and agreed upon damages. It is agreed by the parties that such amount is a fair and reasonable measure of the damages to be suffered by the Seller in the event of such default and that the exact amount thereof is incapable of ascertainment.

b. In the event the Seller breaches its covenant to convey the Property to the County or otherwise fails to perform its obligations under this Agreement, for any reason except for the County's default, the County shall be entitled (a) to receive a prompt and complete return of any deposit, and (b) to pursue any and all remedies available under law or equity, including specific performance, and to seek and recover any and all damages available to the County under law or in equity.

29. TERMINATION. If this Agreement is terminated by either party as allowed herein, then any deposit which was made by the County pursuant to paragraph 2 and 3 shall be returned to the County, whereupon all parties shall be released from any further obligation under this Agreement.

30. RISK OF LOSS. The risk of loss or damage to the Property from fire, the elements, or other casualty, or from condemnation shall be upon Seller prior to closing. If any such loss or damage to the Property does occur prior to closing, the Seller shall promptly give the County written notice thereof.

a. The Seller may elect to repair the loss or damage at the Seller's sole cost and expense by giving written notice of said election to the County within 10 days after the occurrence of any such loss or damage, or on the closing date, whichever is earlier. the Seller may postpone the Closing Date by up to 90 days in order to complete such repair. If the Seller fails to repair the Property within said time period to the condition existing prior to such loss or damage, the County may elect to terminate this Agreement. All insurance or condemnation proceedings resulting from any such loss or damage shall belong to the Seller.

b. If the Seller does not elect to repair the loss or damage, the County may elect to either terminate this Agreement or to close the sale despite the unrepaired loss or damage. Notice of the election must be given to Seller in writing not more than 20 days after receipt of notice of the loss or damage or on the Closing Date, whichever is earlier. If the County elects to close the sale despite the unrepaired loss or damage, the purchase price shall not be abated or reduced, and Seller will have no obligation to repair the Property; however, the Seller shall assign all insurance or condemnation proceeds resulting from the loss or damage to the County.

31. ASSIGNMENT. This Agreement may not be assigned by either party without the written consent of the other party.

32. PERSONS BOUND. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, and permitted assigns.

33. ESCROW. Any Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to deposit promptly and to hold same in escrow and subject to clearance thereof to disburse same in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse performance by the County, and may be treated as a default by the County at the option of the Seller. In the event of doubt as to the Escrow Agent's duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in agent's sole discretion, continue to hold the funds in escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or the Escrow Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit between the County and the Seller, wherein the Escrow Agent is made a party by virtue of acting as an Escrow Agent hereunder, or in the event of any suit wherein the Escrow Agent interpleads the subject matter of this escrow, the agent shall be entitled to recover reasonable attorney's fees and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to the County or the Seller of items subject to escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the agent.

34. ENTIRE AGREEMENT; AMENDMENT; EXTENSION OF DATES. This Agreement contains all of the agreements, representations and warranties of the parties hereto with respect to the Property, and supersedes all other discussions, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreements and understandings of the parties hereto. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties. Notwithstanding anything to the contrary, the County Surveyor may extend any of the dates herein on behalf of the County if so requested by the Seller.

35. APPLICABLE LAW; VENUE. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

36. SEVERABILITY. In the event any portion of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect if the deletion of such portion shall neither affect the overall intent of this Agreement, nor materially impair the benefits negotiated by each party hereunder.

37. CONSTRUCTION. The provisions of this Agreement have been carefully and fully negotiated between the parties, each of which has relatively equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair

meaning and intent and are not to be construed against either party merely because such party or its counsel drafted this Agreement.

38. NO RECORDING OF CONTRACT. The parties agree that neither the County nor the Seller shall cause this Agreement to be recorded in any public records relating to the Property.

39. COUNTERPARTS. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same agreement.

40. HEADINGS. The captions and headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation hereof.

41. WAIVER. No provision of this Agreement or any rights hereunder may be waived unless such waiver is in writing and is signed by the party waiving such provision or right. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law or in the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

42. SURVIVAL OF REPRESENTATION AND WARRANTIES. The respective representations, warranties, covenants, and agreements of the Seller and the County contained in this agreement shall survive the closing of this transaction and remain in effect.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have set their seals and executed this Agreement effective on the day and year indicated below.

Witness

Ruby Wood
Sign
As to both

Ruby Wood
Print name

Ruth Riddick
Sign
As to both

Ruth Riddick
Print Name

SELLER:
Henderson Land Trust

By: James D. Henderson II
James D. Henderson, II, Trustee

and,

By: Fred L. Henderson
Fred L. Henderson, ~~Trustee~~ Designated PTR.

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on this 21st day of December, 2010, by James D. Henderson, II, and Fred L. Henderson, Trustee's of the Henderson Land Trust, who are personally known to me, or who has produced _____ as identification.

Ruth Riddick
Notary (print name)
My Commission Expires:
Commission No:

NOTARY PUBLIC-STATE OF FLORIDA
Ruth Riddick
Commission # DD727244
Expires: FEB. 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)

(SEAL)

ATTEST:
J. K. Irby,
Clerk of Circuit Court

BUYER:
BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson
Lee Pinkoson, Chair

Approved as to Form
County Attorney

****

Separate Agreement to Hold Offer Open

The Seller, who by affixing the Seller's signature above, and in accordance with paragraph 3, SELLER'S OFFER TO REMAIN OPEN, agrees to hold this offer open. The County Manager, operating within his signature authority as granted by the Board of County Commissioners, executes below for the sole purpose of enacting the provisions of paragraph 3 to keep the Seller's offer open, and to immediately provide the Seller with the Option Fee, as described therein.

Date: 1/12/11

WITNESS:

ALACHUA COUNTY, FLORIDA

_____

Sign

Randall H. Reid,
County Manager

_____

Print Name

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

****

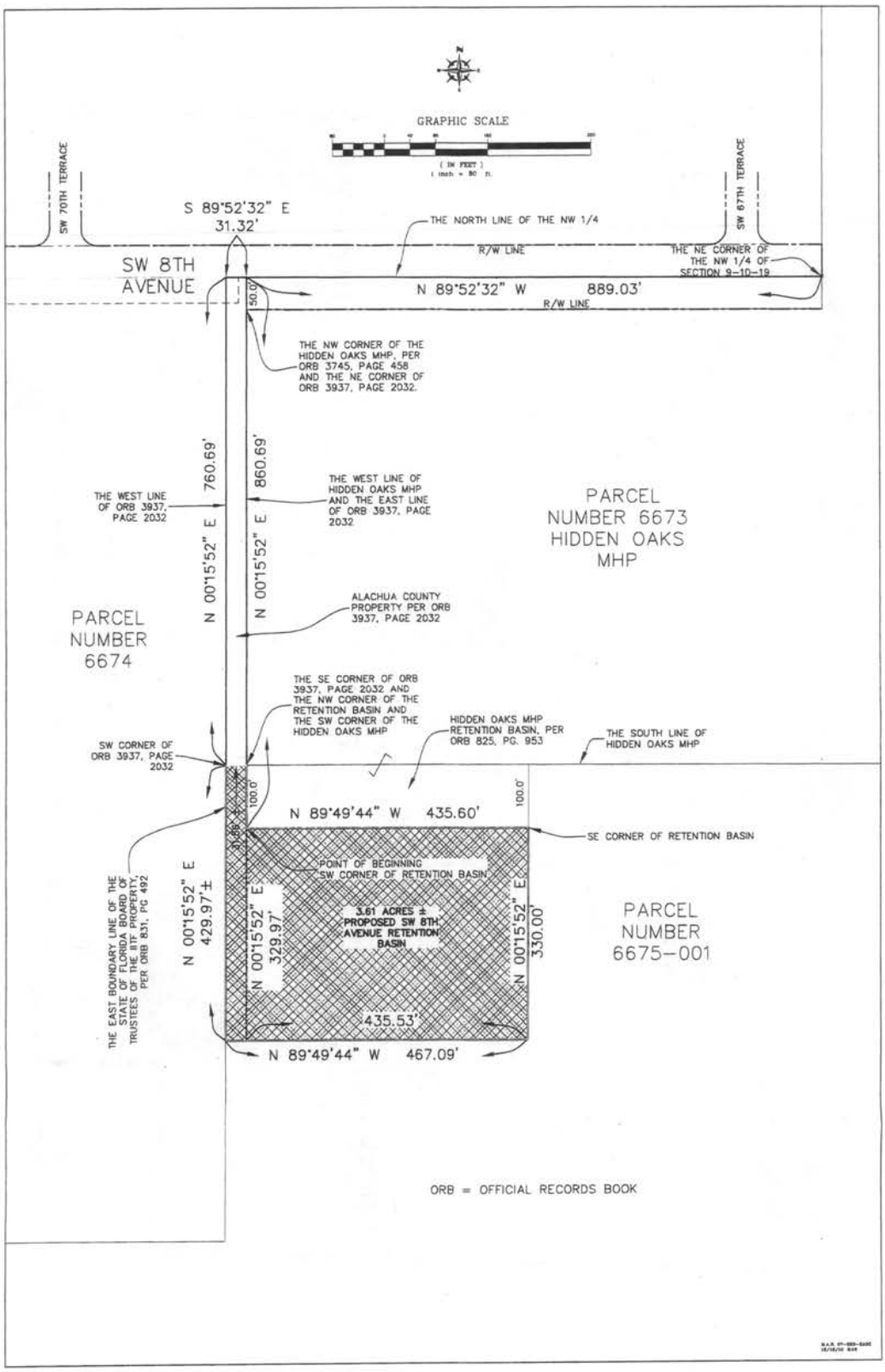
Exhibit 'A'

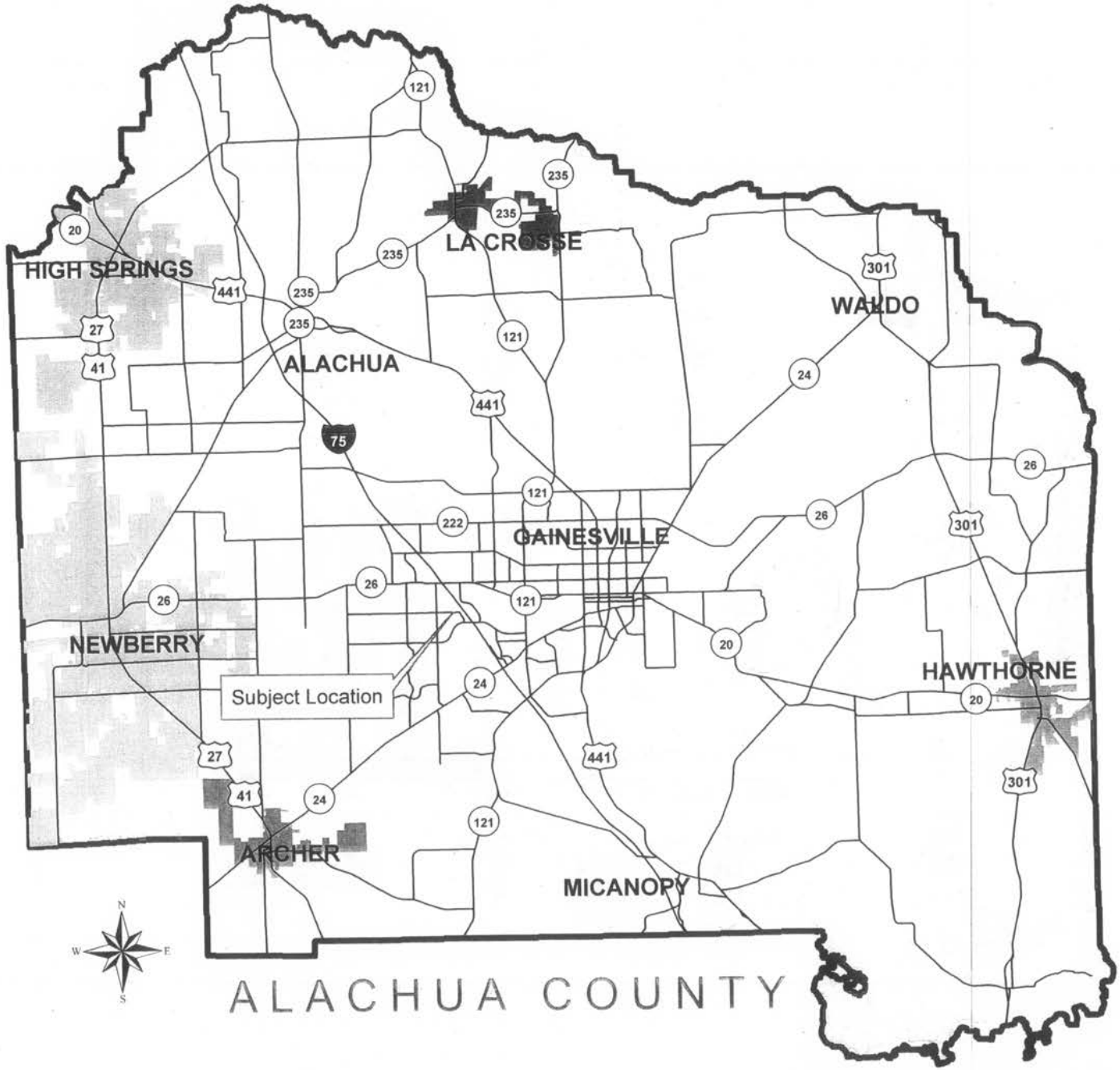
SW 8th Avenue Retention Basin (Henderson)

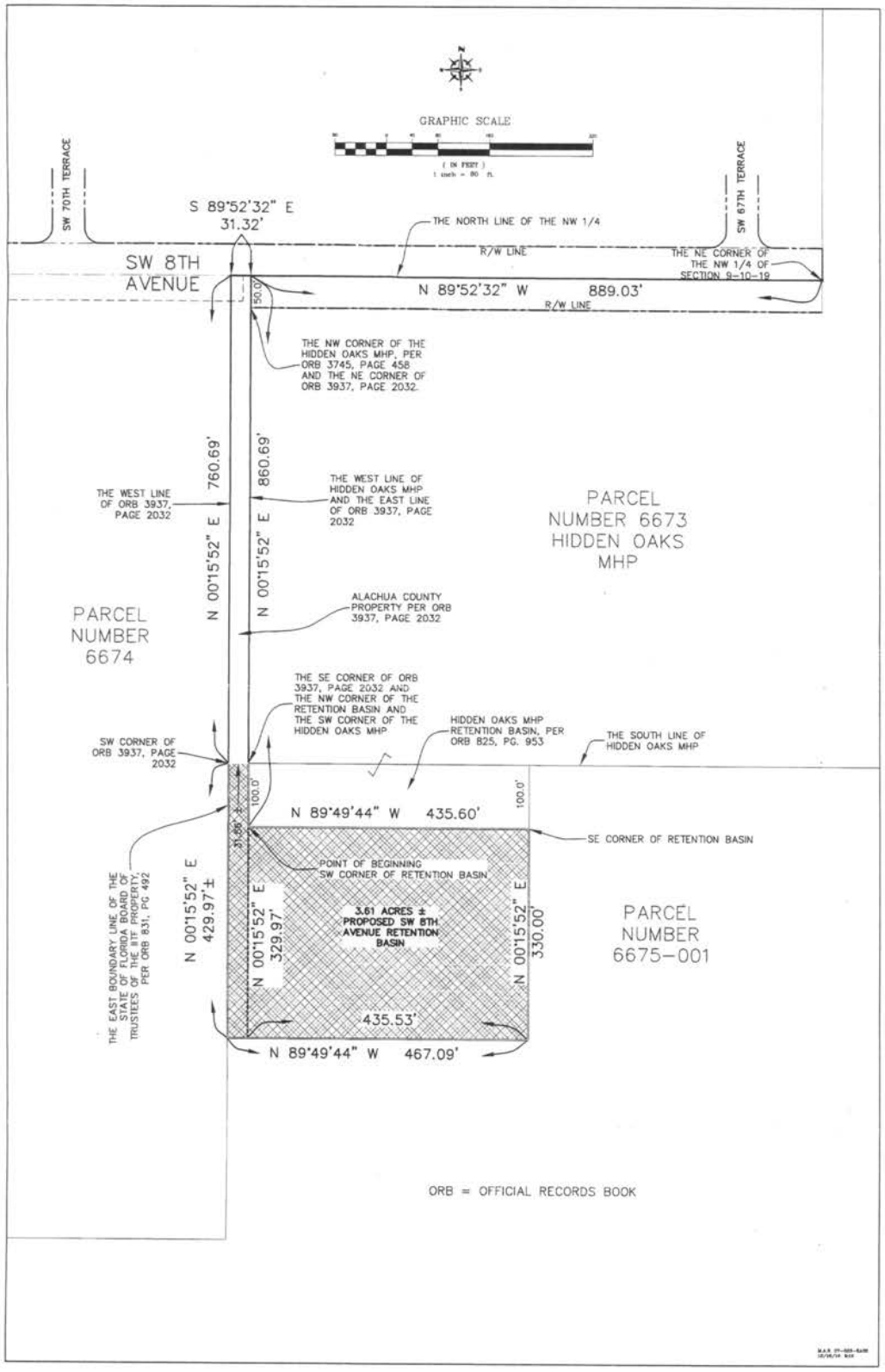
That part of the Northwest ¼ of Section 9, Township 10 South, Range 19 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the Northeast Corner of the said Northwest ¼ for a point of reference; thence North 89 deg. 52 min. 32 sec. West along the centerline of Southwest 8th Avenue and along the north line of the said Northwest ¼, a distance of 889.03 feet; Thence South 00 deg. 15 min. 52 sec. West, a distance of 50.0 feet to an intersection with the south right of way line of said SW 8th Avenue, also being the northwest corner of the Hidden Oaks Mobile Home Park (YES Companies, LLC), as per deed recorded in Official Record Book 3745, page 458, and also being the northeast corner of Exhibit "B", as per deed recorded in Official Record Book 3937, page 2032, both of the public records of said Alachua County; thence South 00 deg. 15 min. 52 sec. West along the west line of the said Hidden Oaks MHP, and along the east line of said Exhibit "B", and being parallel with the east boundary line of the State of Florida Board of Trustees of the IITF property, as per deed recorded in Official Record Book 831, page 492 of the said public records of Alachua County, a distance of 860.69 feet to the southwest corner of the Hidden Oaks MHP retention basin, as per deed recorded in Official Record Book 825, page 953 of the said public records of Alachua County, and also being the Point of Beginning; thence South 89 deg. 49 min. 44 sec. East along the south line of the said retention basin, a distance of 435.60 feet to the southeast of the said retention basin; thence South 00 deg. 15 min. 52 sec. West parallel with the said east boundary line of

the State property, a distance of 330.0 feet; thence North 89 deg. 49 min. 44 sec. West parallel with the said south line of the retention basin, a distance of 467.09 feet to an intersection with the said east boundary line of the State property; thence North 00 deg. 15 min. 52 sec. East along the said east boundary line of the State property, a distance of 429.97 feet, more or less, to the southwest corner of said Exhibit "B"; thence South 89 deg. 49 min. 44 sec. East along the south line of said Exhibit "B", and along the westerly prolongation of the north line of the said retention basin and the south line of the Hidden Oaks MHP, a distance of 31.56 feet, more or less, to the southeast corner of said Exhibit "B", and also being the southwest corner of the said Hidden Oaks MHP, and also being the northwest corner of the said retention basin; thence South 00 deg. 15 min. 52 sec West along the west line of the said retention basin and being parallel with the said east boundary line of the State property, a distance of 100.0 feet to the said southwest corner of the retention basin and being the said Point of Beginning. Containing 3.61 acres, more or less.


GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
SW 70TH TERRACE
SW 67TH TERRACE
S 89°52'32" E
31.32'
THE NORTH LINE OF THE NW 1/4
R/W LINE
THE NE CORNER OF THE NW 1/4 OF SECTION 9-10-19
SW 8TH AVENUE
50.0'
N 89°52'32" W 889.03'
R/W LINE
THE NW CORNER OF THE HIDDEN OAKS MHP, PER ORB 3745, PAGE 458 AND THE NE CORNER OF ORB 3937, PAGE 2032.
760.69'
860.69'
THE WEST LINE OF ORB 3937, PAGE 2032
THE WEST LINE OF HIDDEN OAKS MHP AND THE EAST LINE OF ORB 3937, PAGE 2032
N 00°15'52" E
N 00°15'52" E
PARCEL NUMBER 6673 HIDDEN OAKS MHP
ALACHUA COUNTY PROPERTY PER ORB 3937, PAGE 2032
PARCEL NUMBER 6674
THE SE CORNER OF ORB 3937, PAGE 2032 AND THE NW CORNER OF THE RETENTION BASIN AND THE SW CORNER OF THE HIDDEN OAKS MHP
HIDDEN OAKS MHP RETENTION BASIN, PER ORB 825, PG. 953
THE SOUTH LINE OF HIDDEN OAKS MHP
SW CORNER OF ORB 3937, PAGE 2032
100.0'
100.0'
N 89°49'44" W 435.60'
SE CORNER OF RETENTION BASIN
POINT OF BEGINNING SW CORNER OF RETENTION BASIN
THE EAST BOUNDARY LINE OF THE STATE OF FLORIDA BOARD OF TRUSTEES PROPERTY PER ORB 831, PG 492
N 00°15'52" E 429.97'±
N 00°15'52" E 329.97'
3.61 ACRES ± PROPOSED SW 8TH AVENUE RETENTION BASIN
N 00°15'52" E 330.00'
PARCEL NUMBER 6675-001
435.53'
N 89°49'44" W 467.09'
ORB = OFFICIAL RECORDS BOOK


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
GAINESVILLE
NEWBERRY
Subject Location
HAWTHORNE
ARCHER
MICANOPY
ALACHUA COUNTY
N
W
E
S


GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
SW 70TH TERRACE
SW 67TH TERRACE
S 89°52'32" E
31.32'
THE NORTH LINE OF THE NW 1/4
R/W LINE
SW 8TH AVENUE
THE NE CORNER OF THE NW 1/4 OF SECTION 9-10-19
N 89°52'32" W 889.03'
R/W LINE
50.0'
THE NW CORNER OF THE HIDDEN OAKS MHP, PER ORB 3745, PAGE 458 AND THE NE CORNER OF ORB 3937, PAGE 2032.
760.69'
860.69'
THE WEST LINE OF ORB 3937, PAGE 2032
THE WEST LINE OF HIDDEN OAKS MHP AND THE EAST LINE OF ORB 3937, PAGE 2032
N 00°15'52" E
N 00°15'52" E
PARCEL NUMBER 6673 HIDDEN OAKS MHP
ALACHUA COUNTY PROPERTY PER ORB 3937, PAGE 2032
PARCEL NUMBER 6674
THE SE CORNER OF ORB 3937, PAGE 2032 AND THE NW CORNER OF THE RETENTION BASIN AND THE SW CORNER OF THE HIDDEN OAKS MHP
HIDDEN OAKS MHP RETENTION BASIN, PER ORB 825, PG. 953
THE SOUTH LINE OF HIDDEN OAKS MHP
SW CORNER OF ORB 3937, PAGE 2032
100.0'
100.0'
N 89°49'44" W 435.60'
SE CORNER OF RETENTION BASIN
31.68' ±
POINT OF BEGINNING SW CORNER OF RETENTION BASIN
THE EAST BOUNDARY LINE OF THE STATE OF FLORIDA BOARD OF TRUSTEES OF THE IITF PROPERTY, PER ORB 831, PG 492
N 00°15'52" E 429.97'±
N 00°15'52" E 329.97'
3.61 ACRES ± PROPOSED SW 8TH AVENUE RETENTION BASIN
N 00°15'52" E 330.00'
PARCEL NUMBER 6675-001
435.53'
N 89°49'44" W 467.09'
ORB = OFFICIAL RECORDS BOOK

March 22, 2011 Regular Board Meeting
Agenda Item #57

Title
Historic Ad Valorem Exemption for two properties in Gainesville for 10 years beginning 2011 (Amended)

Amount
Varies

Description
Ad Valorem Tax Exemptions for Historic Preservation requested by owners for two properties in the City of Gainesville. The City granted exemptions in December 2010.

Recommendation
Adopt two Resolutions attached to provide an Ad Valorem tax exemption for historic properties in the City of Gainesville and sign the associated historic preservation covenants.

Alternative(s)
Do not approve the requested Ad Valorem exemptions.

Requested By
Kathleen Pagan

Originating Department
Growth Management

Attachment(s) Description
1. Resolution and Covenant for 855 E University Ave., Gainesville. 2. Resolution and Covenant for 719 SE 2nd Ave., Gainesville

Documents Requiring Action
1. Resolution and Covenant for 855 E University Ave., Gainesville. 2. Resolution and Covenant for 719 SE 2nd Ave., Gainesvlle.

Executive Summary
In accordance with Comprehensive Plan Historic Preservation Element Policy 2.8, and per the Alachua County Ordinance 96-9, Code Chapter 39.7, the Board may grant an ad valorem tax exemption for historic preservation for qualifying properties within the County. There are two (2) properties that have applied for the exemption this year, both in the City of Gainesville. The submitted applications for properties in the City of Gainesville have been reviewed by the certified local historic preservation office of the City that has determined that the property and improvements are qualified. Therefore these properties are also eligible for the County exemption. The Ad Valorem exemption would be for 10 years. This exemption is the increased assessed value of the property resulting from the renovations that took place as part of the tax exemption application.

Background
It is the policy of the Comprehensive Plan and related ordinances of the Alachua County Board of County Commissioners that the County may support tax and other financial incentives to encourage the private preservation, maintenance, and use of historic structures and areas; and, Alachua County shall assist, as appropriate, in the rehabilitation and adaptive reuse of historically significant structures. This policy, reflected in Objective 2 of the Historic Preservation Element, conserves and extends the useful life of historic resources and properties, thereby conserving energy, enhancing the quality of the community by maintaining historical qualities and often maintaining property values. Historic preservation provides important construction jobs. It also

benefits heritage tourism for economic development. A University of Florida study, 'Contributions of Historic Preservation to the Quality of Life in Florida,' states " Although in the past historic preservation has too often been seen as a separate and prior activity that prepares the way for the improvement of neighborhoods, we know now that revitalization requires that historic sites be given a role in the life of the community. The point is not to place the community's historic assets under lock and key, but to integrate them safely and evenly into the fabric of everyday life." http://www.law.ufl.edu/cgr/pdf/UF-Historic-report-final-2006.pdf Ordinance 96-9, Chapter 39.7 of the Alachua County Code was adopted by the Board of County Commissioners to provide tax exemptions for historic preservation. The Ordinance provides for Ad Valorem tax exemptions on improvements made to qualified historic preservation properties in incorporated and unincorporated areas pursuant to Section 196.1997, Florida Statute. The exemption for improvements applies to the increase in Ad Valorem tax related to the increased assessment value of the property resulting from the restoration, rehabilitation or renovation in accordance with Section 196.1997 (F.S.). The determination of the change in assessed value will be made by the Property Appraiser as part of the annual assessment process. One of the properties requesting the exemption is a Single Family Residence. In 2010, according to the County Property Appraisers website, the assessed value was $63,370. Other exemptions totalled $38,370 so the taxable value totalled $25,000 and taxes totalled $735.83. This portion of the taxable value will continue, and the property appraiser is yet to determine the requested historic preservation exempt values following the $187,000 renovation project. The second request is for a mixed use (residential/office) structure, which will continue to pay taxes on the non-exempt current value. Assessed value of the property in 2010 was $104,100, with no exemptions. The 2010 property tax was $2,522.04. The property appraiser is yet to determine the requested historic preservation exempt values following the $500,000 renovation.Since the properties are in municipal Gainesville the requested exemptions are from the general County Ad Valorem tax. Exemptions for those Ad Valorem taxes collected for municipalities relative to the satisfaction of state historic preservation exemption eligibility requirements are conducted by the local historic preservation offices for municipalities that have been certified for that purpose by the Florida Department of State. D Henricks, Historic Preservation Planner for the City of Gainesville, completed the required eligibility review, determined each property significant for architecture and history, and eligible for the exemption. Both properties were granted exemptions by the City Commission in December 2010. A resolution with the required covenant is attached for these properties. In accordance with the County's Historic Preservation Tax Exemption Ordinance, this resolution states: the address of the property, the name of the owner, finds that the property and improvements are qualified (based on the recommendations of the Certified local government), grants an exemption for 100% of the value of the qualified improvements for a 10 year period from January 1, 2011 to December 31, 2020; and, Authorizes the Chair to execute the Covenant; and, Provides for the Resolution to be forwarded to the Alachua County Property Appraiser.

Issues
Should the County approve the historic preservation Ad Valorem exemptions for two properties to be eligible for the exemption for 10 years?

Fiscal Recommendation
Recommend approval of Ad Valorem exemptions to promote historic preservation, which is expected to improve surrounding property values per the UF study.

Fiscal Alternative(s)
None, BoCC provide further direction.

Funding Sources
NA

Account Code(s)
NA

Attachment: 719SE2ndAvephoto.pdf
Attachment: 855EUnivMasseyDuffyCovenantSigned.pdf

Attachment: Resolution 719 SE 2nd Ave.pdf
Attachment: 719SE2ndCovenantSigned.pdf
Attachment: 855EUnivAvephoto.pdf
Attachment: Resolution 855 E University Avenue.pdf

Alachua County
Board of County Commissioners

RESOLUTION 11- 21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, FINDING THAT THE PROPERTY LOCATED AT 719 S.E. 2nd Avenue QUALIFIES AND MEETS THE CRITERIA ESTABLISHED FOR HISTORIC PRESERVATION; FINDING THAT CERTAIN IMPROVEMENTS TO THE PROPERTY QUALIFY FOR AD VALOREM TAX EXEMPTION; STATING THE NAME OF THE OWNER, AND ADDRESS OF THE QUALIFIED HISTORIC PROPERTY AND GRANTING EXEMPTION FOR 100% OF THE VALUE OF THE IMPROVEMENT; ESTABLISHING THE TEN YEAR PERIOD FOR WHICH THE EXEMPTION IS GRANTED; FINDING THE COVENANT FOR THE QUALIFIED HISTORIC PROPERTY SO EXEMPTED TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 39.7.09 OF THE ALACHUA COUNTY CODE; APPROVING THE COVENANT AND AUTHORIZING THE CHAIR TO SIGN THE COVENANT; AUTHORIZING DELIVERY OF A COPY OF THE COMPLETED APPLICATION FOR HISTORIC PRESERVATION AND THE RESOLUTION APPROVING IT TO THE ALACHUA COUNTY PROPERTY APPRAISER IN ACCORDANCE WITH SECTION 39.7.11 OF THE ALACHUA COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the policy of the Alachua County Board of County Commissioners that:

1. Alachua County may support tax and other financial incentives to encourage the private preservation, maintenance, and use of historic structures and areas; and,

2. Alachua County shall assist, as appropriate, in the rehabilitation and adaptive reuse of historically significant structures; and,

WHEREAS, on May 14, 1996, the Alachua County Board of County Commissioners adopted Alachua County Ordinance 96-9 codified as Chapter 39.7 of the Alachua County Code to encourage productive and adaptive use of historic buildings, structures and/or lands, consistent with preserving the historic character of the building, preferably through private ownership; and

WHEREAS, Section 39.7.08 of the Alachua County Code designates the local historic preservation office approved and certified by the Florida Department of State to review applications for ad valorem for historic property in an incorporated municipality with such a certified office; and,

WHEREAS, pursuant to the provisions of Section 39.7.10 (b) the applicant has filed a written application for an ad valorem tax exemption for an improvement to a historic property at 719 S.E. 2nd Avenue, Gainesville, Florida under Section 39.7.04 of the Alachua County Code with the City of Gainesville Historic Preservation Office approved and certified by the Department of State for the City of Gainesville for review and recommendation; and,

WHEREAS, the City of Gainesville Historic Preservation Board considered and approved the Certificate of Appropriateness for this application and the local Historic Preservation Office of the City of Gainesville determined that that the completed improvements were consistent with the Secretary of the Interior's Standard for Rehabilitation of Historic buildings and the Criteria set fourth in Chapter 1A.38, Florida Administrative Code and recommended approval of the requested historic preservation tax exemption; and,

WHEREAS, the property owner executed a covenant agreeing to maintain the historic character of the property and the qualified improvements during the ten year period of the exemption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, that:

1. The property at**719 S.E. 2nd Avenue** qualifies and meets the requirements of Section 39.7.03 of the Alachua County Code relating to type and location of historic property; and,

2. The Improvements to the property at **719 S.E. 2nd Avenue** were approved by the City of Gainesville Historic Preservation Board (Permit No. 38COA-08HPB/HP-10-00044) and recommended for approval by the local Historic Preservation Office of the City of Gainesville and meet the requirements of Section 39.7.04 of the Alachua County Code; and,

3. The property located at **719 S.E. 2nd Avenue** is hereby granted an exemption for 100% of the assessed value of the Improvements referred to in Section 2 above, which exemption shall apply to those taxes levied by Alachua County in accordance with Section 39.7.02 (b) of the Alachua County Code; and,

4. The ten (10) year period of time for which the exemption shall remain in effect shall begin on January 1, 2011, and the expiration date of the exemption shall be December 31, 2020; and,

5. The Covenant attached hereto as Attachment A meets the requirements of Section 39.7.09 of the Alachua County Code and is approved for execution by the Chair; and,

6. A copy of the completed application for historic preservation and the resolution approving it shall be delivered to the Alachua County Property Appraiser in accordance with Section 39.7.11 of the Alachua County Code; and,

7. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March 2011

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

_____
Alachua County Attorney
David Wagner

ATTEST:

_____
Clerk
J.K. Irby

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made the 22nd day of March, 2011 by James F. Moseley & Roxanne M. Luke Moseley (hereinafter referred to as the Owner(s)) and in favor of Alachua County (hereinafter referred to as the County) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 719 S.E. 2nd Avenue, which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing Property to a national register listed district or a contributing Property to a historic district under the terms of a local preservation ordinance. The areas of significance of this Property, as identified in the National Register nomination or local designation report of the Property or the district in which it is located are xxx architecture, xxx history, ____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows: See Legal Description attached as Exhibit "A" and made a part hereof as if set forth in full. In consideration of the tax exemption granted by the County, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2011, to December 31, 2020. In order to retain the exemption, however, the historic character of the property, and improvements, which qualified the property for an exemption, must be maintained over the period for which the exemption is granted.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alteration will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office is:

Name of Office/Agency:	Planning and Department Development Services of the City of Gainesville
Address:	Box 490 Station 11
City:	Gainesville Fl Zip 32602
Telephone:	(352) 334-5022

3. The Owner agrees to ensure the protection to the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is pursuant to 2, above.

4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the County, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed. The County will inspect the property upon expiration of the exemption to ensure the terms of the Covenant have been upheld. In the event the original Owner (or any successive owners) sells the Property prior to the expiration of the exemption, the Buyer must arrange for an inspection by the Local Historic Preservation Office prior to closing to ensure that he or she does not assume responsibility for the prior owner's violation of the Covenant. Failure of the Buyer to have the Property inspected prior to closing shall create a presumption that the Buyer is responsible for violations of this Covenant found at the next inspection. The current property owner is required to provide notice to Buyer and their heirs, successors or assigns of the existence of this covenant.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the

Local Historic Preservation Office, will report such violation to the Property Appraiser and Tax Collector, who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office, in writing, of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes during the Covenant period, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment or the archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or the designation under the terms of the local preservation ordinance have been lost or so damaged that the restoration is not feasible, the Owner will notify the Local Historic Preservation Office, in writing, of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, it will notify the Alachua County Property Appraiser in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this covenant, "gross negligence," means the omission of care, which even inattentive and thoughtless persons never fail to take of their own Property. The Owner shall have 30 days to respond, indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such a violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns.

WITNESSES:

Karen Sue Johnson

Printed name: Karen Sue Johnson

Janet Popp

Printed name: Janet Popp

OWNER

JAMES F. MOSELEY

Roxanne M. Luke Moseley

ROXANNE M. LUKE MOSELEY

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 26 day of January, 2011, by James F. Moseley, who is personally known to me or has produced FL license as identification.

Nathasha L. Washington
Notary Public, State of Florida
Print Name: Nathasha L. Washington
My Commission Expires:

NATHASHA L. WASHINGTON
Commission # DD 922814
Expires September 28, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 2nd day of February 2011, by Roxanne M. Luke Moseley, who is personally known to me or ~~has produced~~ ~~as~~ identification.

KAREN L. BIERY
MY COMMISSION # DD 849733
EXPIRES: March 11, 2013
Bonded Thru Budget Notary Services

Karen L Biery
Notary Public, State of Florida
Print Name: Karen L. Biery
My Commission Expires:

ALACHUA COUNTY

March 22, 2011

Lee Pinkoson, Chair — Date

APPROVED AS TO FORM AND LEGALITY

David Wagner
County Attorney

ATTEST

J.K. 'Buddy' Irby
Clerk

Exhibit "A"

LEGAL DESCRIPTION FOR PARCEL NO. **12708-000-000** LOCATED AT 719 SE 2ND AVENUE, GAINESVILLE, FLORIDA

Beginning at the Southeast corner of Roper Avenue and Oddfellow Street and thence run East on South boundary line of Oddfellow Street 180 feet to Point of Beginning; thence run South 150 feet to North boundary line of Magnolia Street; thence East along North boundary line of Magnolia Street 50 feet; thence run North 150 feet to South boundary line of Oddfellow Street; then run West along South boundary line of Oddfellow Street 50 feet to the point of the Beginning, same being in Section 4, Township 10 South, Range 20 East, lying between the lot of Hal C. Batey on the West and H.R. Roberts on the East. All lying and being in Alachua County, Florida.

[Official Record Book 2031/Page 1100]

Alachua County
Board of County Commissioners

RESOLUTION 11- 22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, FINDING THAT THE PROPERTY LOCATED AT 855 E. University Avenue QUALIFIES AND MEETS THE CRITERIA ESTABLISHED FOR HISTORIC PRESERVATION; FINDING THAT CERTAIN IMPROVEMENTS TO THE PROPERTY QUALIFY FOR AD VALOREM TAX EXEMPTION; STATING THE NAME OF THE OWNER, AND ADDRESS OF THE QUALIFIED HISTORIC PROPERTY AND GRANTING EXEMPTION FOR 100% OF THE VALUE OF THE IMPROVEMENT; ESTABLISHING THE TEN YEAR PERIOD FOR WHICH THE EXEMPTION IS GRANTED; FINDING THE COVENANT FOR THE QUALIFIED HISTORIC PROPERTY SO EXEMPTED TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 39.7.09 OF THE ALACHUA COUNTY CODE; APPROVING THE COVENANT AND AUTHORIZING THE CHAIR TO SIGN THE COVENANT; AUTHORIZING DELIVERY OF A COPY OF THE COMPLETED APPLICATION FOR HISTORIC PRESERVATION AND THE RESOLUTION APPROVING IT TO THE ALACHUA COUNTY PROPERTY APPRAISER IN ACCORDANCE WITH SECTION 39.7.11 OF THE ALACHUA COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the policy of the Alachua County Board of County Commissioners that:

1. Alachua County may support tax and other financial incentives to encourage the private preservation, maintenance, and use of historic structures and areas; and,

2. Alachua County shall assist, as appropriate, in the rehabilitation and adaptive reuse of historically significant structures; and,

WHEREAS, on May 14, 1996, the Alachua County Board of County Commissioners adopted Alachua County Ordinance 96-9 codified as Chapter 39.7 of the Alachua County Code to encourage productive and adaptive use of historic buildings, structures and/or lands, consistent with preserving the historic character of the building, preferably through private ownership; and

WHEREAS, Section 39.7.08 of the Alachua County Code designates the local historic preservation office approved and certified by the Florida Department of State to review applications for ad valorem for historic property in an incorporated municipality with such a certified office; and,

WHEREAS, pursuant to the provisions of Section 39.7.10 (b) the applicant has filed a written application for an ad valorem tax exemption for an improvement to a historic property at 855 E. University Avenue, Gainesville, Florida under Section 39.7.04 of the Alachua County Code with the City of Gainesville Historic Preservation Office approved and certified by the Department of State for the City of Gainesville for review and recommendation; and,

WHEREAS, the City of Gainesville Historic Preservation Board considered and approved the Certificate of Appropriateness for this application and the local Historic Preservation Office of the City of Gainesville determined that that the completed improvements were consistent with the Secretary of the Interior's Standard for Rehabilitation of Historic buildings and the Criteria set fourth in Chapter 1A.38, Florida Administrative Code and recommended approval of the requested historic preservation tax exemption; and,

WHEREAS, the property owner executed a covenant agreeing to maintain the historic character of the property and the qualified improvements during the ten year period of the exemption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, that:

1. The property at **855 E. University Avenue** qualifies and meets the requirements of Section 39.7.03 of the Alachua County Code relating to type and location of historic property; and,

2. The Improvements to the property at **855 E. University Avenue** were approved by the City of Gainesville Historic Preservation Board (Permit No. 111COA-07HPB/2AVT-08HPB) and recommended for approval by the local Historic Preservation Office of the City of Gainesville and meet the requirements of Section 39.7.04 of the Alachua County Code; and,

3. The property located at **855 E. University Avenue** is hereby granted an exemption for 100% of the assessed value of the Improvements referred to in Section 2 above, which exemption shall apply to those taxes levied by Alachua County in accordance with Section 39.7.02 (b) of the Alachua County Code; and,

4. The ten (10) year period of time for which the exemption shall remain in effect shall begin on January 1, 2011, and the expiration date of the exemption shall be December 31, 2020; and,

5. The Covenant attached hereto as Attachment A meets the requirements of Section 39.7.09 of the Alachua County Code and is approved for execution by the Chair; and,

6. A copy of the completed application for historic preservation and the resolution approving it shall be delivered to the Alachua County Property Appraiser in accordance with Section 39.7.11 of the Alachua County Code; and,

7. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

_____
Alachua County Attorney
David Wagner

ATTEST:

_____
Clerk
J.K. Irby

HISTORIC PRESERVATION PROPERTY TAX EXEMPTION COVENANT

This covenant is made the 22 day of March, 2011 by Michael O. Massey and Patricia Duffy (hereinafter referred to as the Owner(s)) and in favor of Alachua County (hereinafter referred to as the County) for the purpose of the restoration, renovation or rehabilitation, of a certain Property located at 855 E. University Avenue, which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under the terms of a local preservation ordinance or is a contributing Property to a national register listed district or a contributing Property to a historic district under the terms of a local preservation ordinance. The areas of significance of this Property, as identified in the National Register nomination or local designation report of the Property or the district in which it is located are xxx architecture, xxx history, ____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The Property is more particularly described as follows: See Legal Description attached as Exhibit "A" and made a part hereof as if set forth in full. In consideration of the tax exemption granted by the County, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 2011, to December 31, 2020. In order to retain the exemption, however, the historic character of the property, and improvements, which qualified the property for an exemption, must be maintained over the period for which the exemption is granted.

1. The Owner agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the local preservation ordinance.

2. The Owner agrees that no visual or structural alteration will be made to the Property without prior written permission of the Local Historic Preservation Office.

The address of the certified Local Historic Preservation Office is:

Name of Office/Agency:	Planning and Department Development Services of the City of Gainesville
Address:	Box 490 Station 11
City:	Gainesville Fl Zip 32602
Telephone:	(352) 334-5022

3. The Owner agrees to ensure the protection to the site against willful damage or vandalism. Nothing in this Covenant shall prohibit the Owner from developing the site in such a manner that will not threaten or damage the archaeological resource, provided that permission for alteration of the site is pursuant to 2, above.

4. The Owner agrees that the Local Historic Preservation Office, and appropriate representatives of the County, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this Covenant are being observed. The County will inspect the property upon expiration of the exemption to ensure the terms of the Covenant have been upheld. In the event the original Owner (or any successive owners) sells the Property prior to the expiration of the exemption, the Buyer must arrange for an inspection by the Local Historic Preservation Office prior to closing to ensure that he or she does not assume responsibility for the prior owner's violation of the Covenant. Failure of the Buyer to have the Property inspected prior to closing shall create a presumption that the Buyer is responsible for violations of this Covenant found at the next inspection. The current property owner is required to provide notice to Buyer and their heirs, successors or assigns of the existence of this covenant.

5. In the event of the non-performance or violation of the maintenance provision of the Covenant by the Owner or any successor-in-interest during the term of the Covenant, the

Local Historic Preservation Office, will report such violation to the Property Appraiser and Tax Collector, who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s.212.12 (3), F.S.

6. If the Property is damaged by accidental or natural causes during the Covenant period, the Owner will inform the Local Historic Preservation Office, in writing, of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion. In order to maintain the tax exemption, the Owner shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office.

7. If the Property has been destroyed or severely damaged by accidental or natural causes during the Covenant period, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment or the archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or the designation under the terms of the local preservation ordinance have been lost or so damaged that the restoration is not feasible, the Owner will notify the Local Historic Preservation Office, in writing, of the loss. The Local Historic Preservation Office will evaluate the information provided and notify the Owner in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the Local Historic Preservation Office determines that the Property should be removed from eligibility for tax exemption, it will notify the Alachua County Property Appraiser in writing so that the tax exemption can be canceled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the Owner.

8. If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity which made the Property eligible for listing in the National Register of Historic Places or designation under the terms of the local preservation ordinance have been lost or damaged deliberately or through gross negligence of the Owner, the Local Historic Preservation Office shall notify the Owner in writing. For the purpose of this covenant, "gross negligence," means the omission of care, which even inattentive and thoughtless persons never fail to take of their own Property. The Owner shall have 30 days to respond, indicating any circumstances which show that the damage was not deliberate or due to gross negligence. If the Owner cannot show such circumstances, he shall develop a plan for restoration of the Property and a schedule for completion of the restoration. In order to maintain the tax exemption, the Owner shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the Owner and the Local Historic Preservation Office. If the Owner does not complete the restoration work on the agreed upon time schedule, the Local Historic Preservation Office will report such a violation to the Property Appraiser and Tax Collector who shall take action pursuant to s. 196.1997 (7), F.S. The Owner shall be required to pay the differences between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the Property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in s. 212.12 (3), F.S.

9. The terms of this Covenant shall be binding on the current Property Owner, transferees, and their heirs, successors, or assigns.

WITNESSES:

Printed name:

Printed name: Melissa Giese

OWNER

Michael O. Massey

Patricia Duffy

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28 day of Jan, 2011, by _____, the _____ of and on behalf of Michael O. Massey, who is personally known to me or has produced FLDL as identification.

PENNY PEARSON
Notary Public - State of Florida
My Comm. Expires Jan 22, 2015
Commission # EE 49129

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28 day of Jan, 2011, by _____, the _____ of and on behalf of Patricia Duffy, who is personally known to me or has produced FLDL as identification.

PENNY PEARSON
Notary Public - State of Florida
My Comm. Expires Jan 22, 2015
Commission # EE 49129

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

ALACHUA COUNTY

Lee Pinkoson, Chair

March 22, 2011
Date

APPROVED AS TO FORM AND LEGALITY

David Wagner
County Attorney

ATTEST

J.K. 'Buddy' Irby
Clerk

Exhibit "A"

LEGAL DESCRIPTION FOR PARCEL NO. **12628-000-000** LOCATED AT 855 EAST UNIVERSITY AVENUE, GAINESVILLE, FLORIDA

Lot 1 OF KING ADDITION to Gainesville, as per plat thereof recorded in Plat Book "A", Page 58 of the Public Records of Alachua County, Florida.

March 22, 2011 Regular Board Meeting
Agenda Item #58

Title
Environmental Protection Advisory Committee, extention of sunset date. (Amended)

Amount
N/A

Description
Consider request by the Chair of the Environmental Protection Advisory Committee to have the committee's sunset date extended.

Recommendation
Adopt the Resolution extending the sunset date by seven years for the Environmental Protection Advisory Committee.

Alternative(s)
Do not adopt the resolution extending the sunset date of the Environmental Protection Advisory Committee.

Requested By
Chris Bird, 264-6801.

Originating Department
Environmental Protection Department

Attachment(s) Description
Resolution extending the sunset date by seven years for the Environmental Protection Advisory Committee.

Documents Requiring Action
Resolution extending the sunset date by seven years for the Environmental Protection Advisory Committee.

Executive Summary
The Board of County Commissioners requested in February 2009 that all advisory boards be given sunset dates as a mechanism for allowing automatic periodic reviews of each board. The Environmental Protection Advisory Committee will sunset on June 30, 2011 unless the Board takes action.

Background
The Board of County Commissioners (B0CC) established the Environmental Protection Advisory Committee (EPAC) in 1984 to advise and assist the Board on environmental issues. EPAC is comprised of 11 Board-appointed citizens who have an interest in developing effective environmental programs and policies and promoting greater community involvement and awareness of local governmental environmental issues and programs. EPAC gathers information, making recommendations to the Board and endorsing selected environmental policy initiatives. Over the years the Committee has provided significant input and recommendations testimony on issues such as the Fertilizer Regulations, Gainesville Regional Utilities Power Plant, Florida Rock Cement Plant, Orange Creek and Santa Fe River Total Maximum Daily Loads management plans, Biosolids Management Practices, and Energy and Water Conservation Initiatives. Currently the Committee is actively involved in the Cabot / Koppers Superfund site and the County's proposed Organics Recycling Facility.

Issues

The Environmental Protection Advisory Committee provides a mechanism for community involvement and public input to environmental issues in Alachua County. The Environmental Protection Advisory Committee will sunset on June 30, 2011 unless the Board takes action.

Fiscal Recommendation
Not applicable

Fiscal Alternative(s)
Not applicable

Funding Sources
Not applicable

Account Code(s)
Not applicable

Attachment: EPACSunsetDateResolution.pdf

RESOLUTION 11- 23

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMMENDING RESOLUTION 09-80 BY EXTENDING THE SUNSET DATE FOR THE ENVIRONMENTAL PROTECTION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, protection of soils, air, ground waters and surface waters of Alachua County is critical to ensuring protection of public health and safety; and,

WHEREAS, effective environmental regulatory, management, monitoring and public education programs in the areas of hazardous materials ,water quality ,air quality, household hazardous waste, and natural resource protection is important to maintaining the quality of life and natural resources of the County; and,

WHEREAS, responsible management of environmentally sensitive lands and watersheds is important for protecting water quality and maintaining healthy natural ecosystems; and,

WHEREAS, citizen input is important to the development of effective environmental programs and for the promotion of greater community involvement and awareness of local government environmental initiatives; and,

WHEREAS, since 1984 the Environmental Advisory Committee has been an effective vehicle for citizen input and review of environmental programs within Alachua County; and,

WHEREAS, the Board of County Commissioners first established by Resolution 84-7 an Environmental Advisory Committee, increased the membership of the Environmental Advisory Committee by Resolutions 87-14 and 90-84, revised the attendance policy by Resolution 01-62, and renamed the Advisory Committee by Resolution 02-81; and re-established and added a sunset date by Resolution 09-80,

WHEREAS, the Board of County Commissioners desires to extend the sunset date for the Environmental Protection Advisory Committee,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Resolution 09-80 is hereby amended as follows:

2. Designated Special Committee. This Advisory Committee is designated as a Special Committee. The sunset date for the Advisory Committee is June 30, ~~2011~~ **2018**. **The Advisory Board Coordinator will notify the Advisory Committee 90 days prior to its sunset date.**

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22 day of March, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

March 22, 2011 Regular Board Meeting
Agenda Item #59

Title
Establish Gainesville Golf and Country Club Assessment Fund (Amended)

Amount
$497,685.00

Description
Establish the fund and budget to track and account for Gainesville Golf and Country Club Assessment.

Recommendation
Approve resolution and budget amendment for Gainesville Golf and Country Club Assessment Fund.

Alternative(s)
Do not approve and advise staff on how to proceed.

Requested By
Richard Hedrick 352-548-1214

Originating Department
Public Works

Attachment(s) Description
Resolution establishing Gainesville Golf and Country Club Assessment Fund. Budget Amendment.

Documents Requiring Action
Resolution establishing Gainesville Golf and Country Club Assessment Fund. Budget Amendment.

Executive Summary
On August 10, 2010, the Board approved the adoption of resolutions creating special assessment districts (2 - Gainesville Country Club and Prairie Bluff) for roadway improvements in the Gainesville Golf and Country Club neighborhoods. At that point in the budget process for FY10-11, there were many unsettled issues so this issue was not added to the discussions. In order to administer the revenue and expenditures for the Gainesville Golf and Country Club Assessment, a fund and budget needs to be set up.

Background
Public Works staff received a petition from the Gainesville Golf and Country Club (GGCC), dated September 13, 2007, asking the County to mill and resurface SW 35th Way. Staff met with the homeowners association or representatives of the homeowners association multiple times between September 2007 and March 2009 to discuss the options for financing this project. The homeowners association asked staff to create a preliminary petition to poll the community regarding resident interest in pursuing the creation of a special assessment district for the construction of improvements to SW 35th Way and the surrounding roads. The results of the original petition were presented to the Board on September 8, 2009. The Board directed staff to revise Chapter 37 of the Alachua County Code (Special Assessment Districts) to be consistent with the intent of the Board, as expressed at the September 8th Board meeting and, upon approval, apply the new code requirements to the creation of GGCC districts. The revised ordinance was adopted by the Board at a properly-advertised public hearing on November 10, 2009. Consistent with the Board adoption of the new ordinance language, staff conducted a new property owner interest poll of residents of the GGCC

neighborhoods in January. The results of this interest poll were presented at the Board public hearing on February 23, 2010. On August 10, 2010, the Board approved the adoption of resolutions creating special assessment districts (2 - Gainesville Country Club and Prairie Bluff) for roadway improvements in the Gainesville Golf and Country Club neighborhoods. At this point in the budget process for FY10-11, there were many unsettled issues so this issue was not added to the discussions. In order to administer the revenue and expenditures for the Gainesville Golf and Country Club Assessment, a fund and budget needs to be set up.

Issues
N/A

Fiscal Recommendation
Approve resolution and budget amendment.

Fiscal Alternative(s)
None

Funding Sources
Gainesville Golf and Country Club Fund

Account Code(s)
304-7917-361.12-10 Revenue Prairie Bluff, 304-7918-361.12-10 Revenue Country Club, 304-7917-541.31-80 & 63-00 Expense Prairie Bluff, 304-7918-541.31-80 & 63-00 Expense Country Club

Attachment: GCCC Resolution.pdf
Attachment: GCCC Budget Amendment.pdf

RESOLUTION 11- 20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET TO ADMINISTER UNANTICIPATED REVENUES RECEIVED FROM THE GAINESVILLE GOLF AND COUNTRY CLUB ASSESSMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board approved the creation of the Gainesville Golf and Country Club Assessment Districts to impose Non-ad Valorem Assessment;

WHEREAS, it is necessary to establish a fund and the budget for the "Gainesville Golf and Country Club Assessment Fund" to account for and administer unanticipated revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the establishment of the "Gainesville Golf and Country Club Assessment Fund" be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for "Gainesville Golf and Country Club Assessment Fund" hereby amended as reflected in the budget amendment attached. By adoption of this resolution

and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 22nd day of March, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONER
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-108
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	GCCC Assessment	Prairie Bluff Paving Assess	Interest and Other Earnings/Special Asses	304-7917-361.12-10	71,525	
2	GCCC Assessment	Prairie Bluff Paving Assess	Professional Services/Prop Appr/Tax Coll	304-7917-541.31-80		1,431
3	GCCC Assessment	Prairie Bluff Paving Assess	Infrastructure	304-7917-541.63-00		70,094
4	GCCC Assessment	~~Prairie Bluff Paving Assess~~	Interest and Other Earnings/Special Asses	304-7918-361.12-10	426,160	
5	GCCC Assessment	Country Club Paving Assess	Professional Services/Prop Appr/Tax Coll	304-7918-541.31-80		8,523
6	GCCC Assessment	Country Club Paving Assess	Infrastructure	304-7918-541.63-00		417,637
7						
8		Country Club Paving Assess				
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2011 MAR 10 A 10:44
ALACHUA COUNTY, FLA

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 497,685 | 497,685

COMBINED TOTAL: 995,370

PERFORMANCE RESULTS: Set up budget for Gainesville Golf and Country Club Assessment

Ken Fair
PREPARED BY:

ANALYST

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 MAR 25 PM 3 02

ELECTED OFFICIAL OR DEPARTMENT HEAD — 3-8-11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

March 22, 2011 Regular Board Meeting
Agenda Item #60

Title
CHOICES Amendment with UF for Mobile Clinic (Amended)

Amount
$107,000.00

Description
Request Approval to amendment that renews the current agreement between CHOICES and the University of Florida for annual funding in the amount of $107,000 to fund the operation of the Mobile Outreach Clinic.

Recommendation
Approve the CHOICES Amendment with UF for Mobile Clinic and authorize the Chair to sign

Alternative(s)
Do not approve amendment to the Agreement.

Requested By
Elmira K Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Amendment with UF for Mobile Clinic

Documents Requiring Action
CHOICES Amendment with UF for Mobile Clinic

Executive Summary
In January 2010 the County entered an agreement to provide $107,000 of funding for the operation of the Mobile Outreach Clinic managed by the University of Florida (UF). This amendment continues that agreement at the same amount for the year ending December 31, 2011.

Background
The CHOICES Advisory Board recommended and the Alachua County Board of County Commissioners approved for 2010 an agreement between CHOICES and UF to provide $107,000 for the operation of the Mobile Outreach Clinic. This clinic has operated throughout 2010 and the CHOICES Advisory Board recommends renewal of the Agreement for 2011.

Issues
CHOICES is the prime source of funding for the operation of the Mobile Outreach Clinic. Various groups including the Alachua County Department of Health and UF Medical School also contribute staff and supplies for the Clinic's operations. The Amendment has been executed by the University of Florida.

Fiscal Recommendation
Approve Amendment to Agreement. Sufficient funds have been budgeted in FY11.

Fiscal Alternative(s)
Do not approve Amendment to Agreement.

Funding Sources
CHOICES

Account Code(s)
010-2926-562.34-10

Attachment: UF signature page to 1st amendment Mobile Clinic.pdf
Attachment: UF 1st Amend Mobile Clinic Final.pdf

FIRST AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE CHOICES MOBILE OUTREACH CLINIC PROGRAM

This First Amendment to the Agreement, made and entered into this 22nd day of March A.D., 2011, by and between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners for the benefit of the Community Health Offering Innovative Care and Educational Services (CHOICES) Program, hereinafter referred to as "County" and The University of Florida Board of Trustees (hereinafter referred to as "University") for the benefit of the College of Medicine, University of Florida., hereinafter referred to as "University".

WITNESSETH

WHEREAS, the parties hereto have previously entered into an Agreement on January 1, 2010, to further the goal of CHOICES by offering a variety of screening, health education and program enrollment assistance services to indigent and medically poor persons within Alachua County, in neighborhoods and communities within Alachua County where significant disparities in health care currently exist,

WHEREAS, the parties wish to amend the agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to amend as follows:

A. Section 1, ***Term*** is amended in its entirety to read:
This agreement will become effective January 1, 2010 and shall continue in full force and effect up to and including December 31, 2011, unless terminated as provided herein.

B. In Section 6 (d), the official title of University's representative shall be amended to read as follows: Nancy Hardt, MD, Director, Health Disparities and Service Learning Programs, Professor, Obstetrics/Gynecology and Pathology.

C. This first amendment shall take effect January 1, 2011 at the terms and specifications contained in the original agreement, except as modified by this first amendment.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated the 1st day of January 2010, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA

By: _____
Print: Michael L. Good, M.D.
Title: Dean, College of Medicine

UNIVERSITY INTERNAL ACKNOWLEDGING SIGNATURES TO FIRST AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE CHOICES MOBILE OUTREACH CLINIC PROGRAM [19006am1]

ACKNOWLEDGED:

By: Deborah W. Vincent, Director 02/10/11
David S. Guzick, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF & Shands Health System

By: MD 2/14/11
Marvin A. Dewar, M.D. J.D. Date
Chief Medical Officer
Senior Associate Dean and CEO
UF Faculty Group Practice, College of
Medicine
University of Florida

By: Nancy Hardt
Nancy S. Hardt, M.D. Date
Director, Health Disparities and Service
Learning Programs
Professor, Obstetrics/Gynecology
and Pathology
College of Medicine
University of Florida

March 22, 2011 Regular Board Meeting
Agenda Item #61

Title
CHOICES Enrollment Update

Amount
N/A

Description
CHOICES Health Services Program Enrollment Update

Recommendation
CHOICES Health Services Program Enrollment Update

Alternative(s)
Do not accept the CHOICES Health Services Program Enrollment Update

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Health Services Program Enrollment Update

Documents Requiring Action
N/A

Executive Summary
CHOICES Health Services Program Enrollment Update

Background
During the March 11, 2008 BOCC meeting, CHOICES Health Services Program Updates was requested

Issues
None

Fiscal Recommendation
Sufficient funds have been budgeted for the CHOICES Health Services Program in the FY10 Budget

Fiscal Alternative(s)
None

Funding Sources
Indigent Health Care Sales Surtax

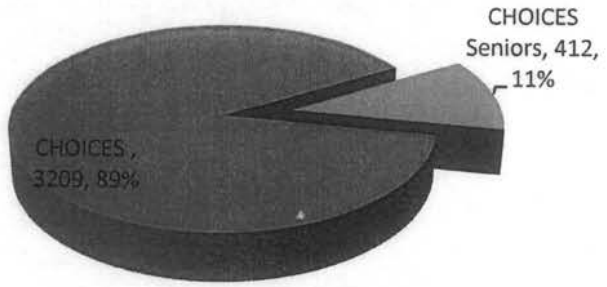
Account Code(s)
010-2925

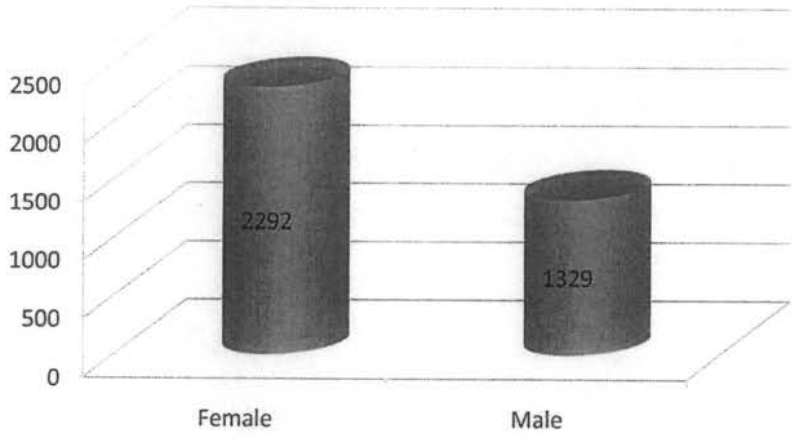
Attachment: CHOICES Enrollment update.pdf

March 2011
Alachua County's Department of Community Support Services
CHOICES Health Services Program Enrollment Update
Data as of: February 25, 2011

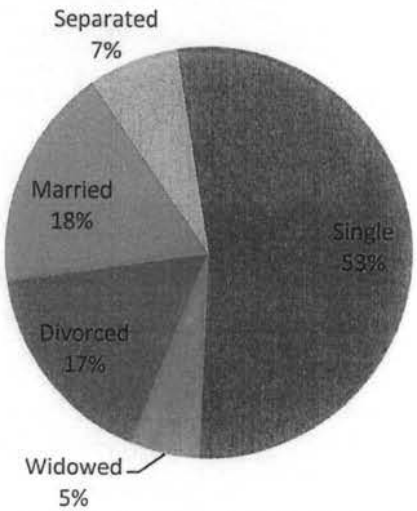
Current Member Enrollment: 3621 Senior Dental: **412** Members Served to Date: 5889

Current Enrollment: 3621
Members Enrolled to Date: 5889

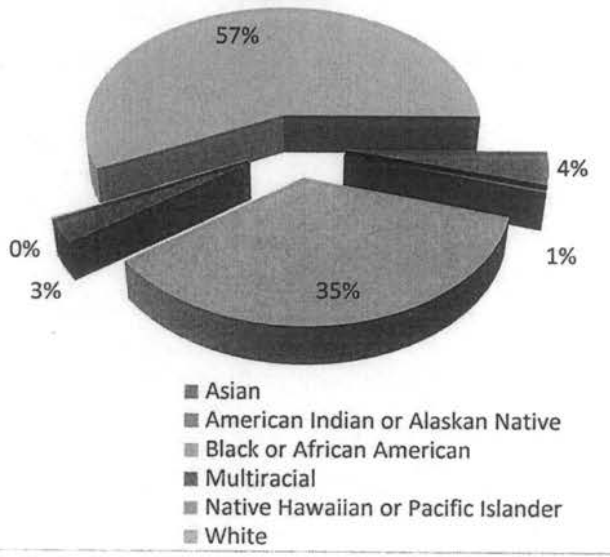




Marital Status



Race



March 22, 2011 Regular Board Meeting
Agenda Item #62

Title
Neighborhood Stablization Program (NSP) Sales Agreements (Amended)

Amount
$172,000.00

Description
Request Approval of the Sales Agreements for NSP homes NSP 005 and NSP 008

Recommendation
Approve Sales Agreements for Neighborhood Stabilization Program (NSP) 005 and NSP 008.

Alternative(s)
Amend and approve Sales Agreements for NSP 005 and NSP 008.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP 005 Sales Agreement NSP 008 Sales Agreement

Documents Requiring Action
NSP 005 Sales Agreement NSP 008 Sales Agreement

Executive Summary
Alachua County has received full price offers from eligible households for the first two NSP homes being made available for resale: NSP 005 and NSP 008. Both homes were acquired and have been repaired, through the Neighborhood Stabilization Program. The sales agreements meet all program requirements. Staff recommends approval of both offers. Both offers are valid through March 23, 2011. Both homes are scheduled to close in May, pending approval by Alachua County.

Background
Alachua County received a grant in the amount of $2.9 million from the Florida Department of Community Affairs to acquire and rehab foreclosed homes located in neighborhoods adversely impacted by high foreclosure rates. To date, 20 foreclosed homes have been purchased by Alachua County thorugh the Neighborhood Stabilization Program. Nine NSP homes were purchased for resale to eligible homebuyers. Ordinance 10-27 was approved on November 23, 2010, authorizing the Board to sell homes acquired through the Alachua County Neighborhood Stabilization Program (NSP), to eligible homebuyers, in compliance with the Alachua County Neighborhood Stabilization Program Housing Assistance Plan. Notice of availability of the first two NSP properties for sale was provided via the County website and a county-wide press release, in compliance with Ordinance 10-27. County staff also disseminated information about NSP homes and how to acquire them through the Alachua County Homebuyer Education Workshops, held in conjunction with the City of Gainesville Housing Division. For Sale signs were posted at each home, and flyers for each home were made available as well. Both offers were submitted by a State of Florida licensed realtor, at the full price of the after rehab appraisal. Both offers are being presented to the Board for final action, in compliance with the

ordinance. The net proceeds from the sale of NSP homes will be used to purchase and rehab additional foreclosed properties eligible for purchase through NSP. Contract addendums were prepared by the County Attorney's office and signed by each buyer to ensure that the real estate contracts comply with county policies and protocol. A metal shed identified on the survey near the property line of NSP 008, has been torn down and therefore is no longer an issue as it was located too close to the adjacent property line. Homes will be closed using a title insurance company procured in compliance with NSP regulations.

Issues
These offers expire on March 23, 2011.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 3150 NE 12 St.pdf
Attachment: 1631 SE 37 St.pdf

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

PARTIES: **Alachua County Board of County Commissioners** ("Seller"), and **Kenan M. McGill** ("Buyer") agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract").

1. **PROPERTY DESCRIPTION:**

(a) Street address, city, zip: **1631 SE 37 Street, Gainesville, Florida 32641**

(b) Property is located in **Alachua** County, Florida Real Property Tax ID No. **16126-037-000**

(c) Legal description of the Real Property: **Devonshire Hills Lot 37 OR 3952/2238**

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s); dishwasher(s); disposal; ceiling fan(s); intercom; light fixtures; rods; draperies and other window treatments; garage door openers; and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☒ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☐ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

2. **PURCHASE PRICE** (U.S. currency) ..... $ **84,000.00**

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ **500.00**

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date)

or ☒ is to be made within _____ (if blank, then 3) days after Effective Date

Escrow Agent Information: Name: **Alachua County BOCC**

Address: **12 SE 1 Street** Phone: **374-5204**

E-mail: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3) days after Effective Date ..... $ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... **67,000.00**

(d) Other: **NSP second mortgage** $ **20,000.00**

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ _____

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before **March 23, 2011**, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on **May 7, 2011** ("Closing Date"), at the time established by the Closing Agent.

5. **EXTENSION OF CLOSING DATE:**

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. **ASSIGNABILITY: (CHECK ONE)** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. **FINANCING:**

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA, ☐ VA loan on the following terms within 45 (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of $ 67,000.00 or _____ % of the Purchase Price, at an initial interest rate not to exceed 5.500 % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 years ("Financing").

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date, Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other _____
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) TITLE EVIDENCE AND INSURANCE: At least 20 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION**]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) SPECIAL ASSESSMENTS: At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☐ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date or on Closing Date prior to time of Closing as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14:

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker, provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice); or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller; and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title.

insurance, or if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable: deed; bill of sale; certificate of title; construction lien affidavit; owner's possession affidavit; assignments of leases; and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable: mortgage; mortgage note; security agreement; financing statements; survey; base elevation certification; and other documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property 'as is' together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☒ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS: **This offer is contingent upon the buyer obtaining $20,000.00 down payment and closing costs assistance in the form of an NSP 2nd mortgage.**

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller)

☐ Seller rejects Buyer's offer

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: _____ Date: 2/7/11

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice
c/o Suskin Realty, Inc 3131 NW 13 Street, #6
Gainesville FL 32609

Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Marc Suskin	n/a
Cooperating Sales Associate, if any	**Listing Sales Associate**
Suskin Realty, Inc.	n/a
Cooperating Broker, if any	**Listing Broker**

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Board of County Commissioners (SELLER) and Kenan M. McGill (BUYER) concerning the Property described as 1631 SE 37 Street, Gainesville, Florida 32641 Devonshire Hills Lot 37 OR 3952/2238

Buyer's Initials KM _____ *Seller's Initials* _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $ 0.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☒ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 84,000.00. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $_____ ($100.00 if left blank).
   (b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BROKER	Date	BROKER	Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

If **initialed by all parties**, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Board of County Commissioners (SELLER) and Kenan M. McGill (BUYER) concerning the Property described as 1631 SE 37 Street, Gainesville, Florida 32641 Devonshire Hills Lot 37 OR 3952/2238

Buyer's Initials KM _____ *Seller's Initials* JP _____

P. LEAD-BASED PAINT DISCLOSURE

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

JP (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**)
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

JP (b) Records and reports available to the Seller (**CHECK ONE BELOW**)
- ☒ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents **Lead based paint inspection by PB03 reflecting result as negative**
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

KM (c) Buyer has received copies of all information listed above.

KM (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

KM (e) Buyer has (**CHECK ONE BELOW**)
- ☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

JP (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER	Date	BUYER Kenan M. McGill	Date 4/7/11
SELLER	Date	BUYER	Date
Selling Licensee	Date	Listing Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and Kenan M. McGill ("Buyer") for property located at: 1631 SE 37th Street, Gainesville, Florida 32641 (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

Buyer Date 3/5/11

Broker Date 3/10/11

Seller

Chair
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

Approved at to Form, Alachua County Attorney

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Attachment: Exhibit A, Survey

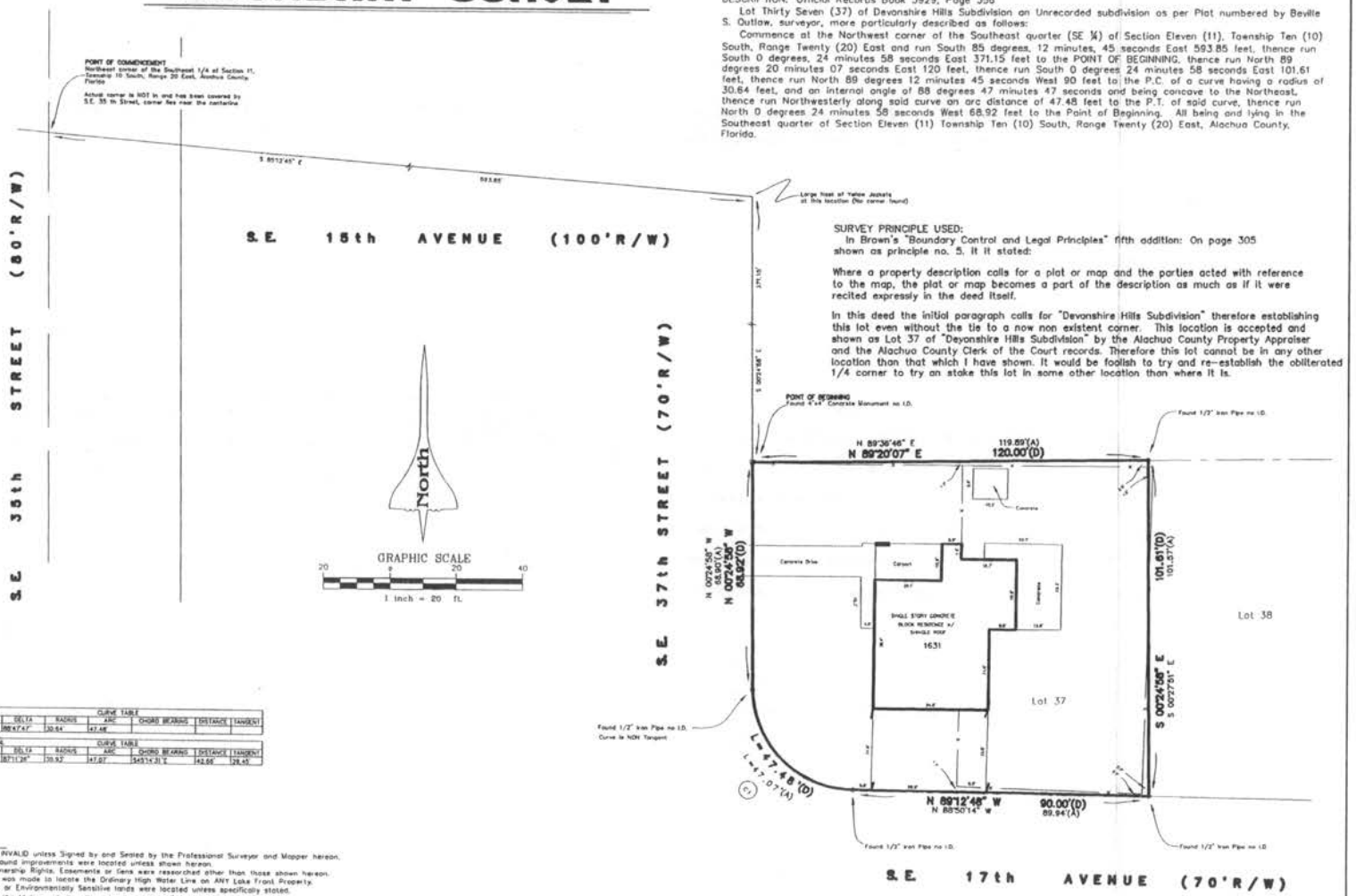
BOUNDARY SURVEY

DESCRIPTION: Official Records Book 3929, Page 356
Lot Thirty Seven (37) of Devonshire Hills Subdivision an Unrecorded subdivision as per Plat numbered by Beville S. Outlaw, surveyor, more particularly described as follows:
Commence at the Northwest corner of the Southeast quarter (SE ¼) of Section Eleven (11), Township Ten (10) South, Range Twenty (20) East and run South 85 degrees, 12 minutes, 45 seconds East 593.85 feet, thence run South 0 degrees, 24 minutes 58 seconds East 371.15 feet to the POINT OF BEGINNING; thence run North 89 degrees 20 minutes 07 seconds East 120 feet, thence run South 0 degrees 24 minutes 58 seconds East 101.61 feet, thence run North 89 degrees 12 minutes 45 seconds West 90 feet to the P.C. of a curve having a radius of 30.64 feet, and an internal angle of 88 degrees 47 minutes 47 seconds and being concave to the Northeast, thence run Northwesterly along said curve an arc distance of 47.48 feet to the P.T. of said curve, thence run North 0 degrees 24 minutes 58 seconds West 68.92 feet to the Point of Beginning. All being and lying in the Southeast quarter of Section Eleven (11) Township Ten (10) South, Range Twenty (20) East, Alachua County, Florida.

SURVEY PRINCIPLE USED:
In Brown's "Boundary Control and Legal Principles" fifth addition: On page 305 shown as principle no. 5. it it stated:

Where a property description calls for a plat or map and the parties acted with reference to the map, the plat or map becomes a part of the description as much as if it were recited expressly in the deed itself.

In this deed the initial paragraph calls for "Devonshire Hills Subdivision" therefore establishing this lot even without the tie to a now non existent corner. This location is accepted and shown as Lot 37 of "Deyonshire Hills Subdivision" by the Alachua County Property Appraiser and the Alachua County Clerk of the Court records. Therefore this lot cannot be in any other location than that which I have shown. It would be foolish to try and re-establish the obliterated 1/4 corner to try an stake this lot in some other location than where it is.



CURVE TABLE (DEED)						
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE	TANGENT
C1	88°47'47"	30.64	47.48			

CURVE TABLE (ACTUAL)						
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	DISTANCE	TANGENT
C1	87°11'26"	30.92	47.07	S45°41'31"E	42.66	29.45

NOTES:
1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement tie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

SURVEYORS CERTIFICATION 10 Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in content with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472-027 of the Florida Statutes.

Rechecked for: Sept. 30, 2010

BY: _____ Date Signed: 09-01-10 DATE OF FIELD SURVEY: April 20, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon line in Flood Zones "X" as scaled from F.I.R.M. Panel No. 120001-0294-A
Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.
Bearings refer to the East R/W line of S.E. 37th Street being N 00°24'58" W, Deeds, Assumed.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N.T.S.
Iron Corner	O
Concrete Monument	⊡
Power Line	P
Fence Line	X
Centerline	℄

Roger L. Mullins PSM
Ph.(352)473-9495 Fax(352)473-8328
306 Sylvan Way
Keystone Heights, Florida 32656

Project # 00310 Drawn By: RLM

PbO3 INCORPORATED *ENVIRONMENTAL TESTING & SVC. CO.*

Report No: AC-04-19-10-02

April 19, 2010

Client: Meridian
Community Services Group, Inc.
1206 NW 22nd Ave.
Gainesville, FL 32609

Re: Alachua County

Project: LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

VIA e-Mail:

According to your instructions PbO3 Environmental Testing & Service Co., Inc. has completed a LEAD-BASED PAINT INSPECTION of the subject property. The following pages of this report contain the results of this Inspection.

This report is intended for the exclusive use of our client under the terms and conditions of our agreement. The findings are relevant to the conditions observed during the physical process of performing the Inspection. These findings should not be treated as absolute nor should they be relied upon to represent conditions at significantly later dates. Any other use, reuse, in whole or in part without the expressed written permission of PbO3 Environmental Testing & Service Co., Inc. is strictly forbidden.

PbO3 Environmental Testing & Service Co., Inc.

Dave Mederer
Inspector

DBM/hh

473 N. PINE MEADOW DR. SUITE 101 DeBARY, FL 32713 386.668.4545 Fax 386.668.4566

TABLE OF CONTENTS

Summary of Findings	3
Lead Testing Methods	6
Lead-Based Paint, X-Ray Fluorescence (XRF)	
Dust Wipes	
Soil	
Paint Chips	
Water	
Approximate Cost Estimates for Remediation	N/A
Appendix A Lead Survey Data Pages	10
Appendix B Lab Support Documents (If Applicable)	N/A
Appendix C Photos & Drawings	16
Appendix D Lead Precautionary Procedures	17
Appendix E Common Terms for Components and Testing Layout	20
Appendix F Abatement Options	33

1. SUMMARY of FINDINGS

According to your instructions PBS Environmental Testing & Service Co., Inc. of 473 N. Pine Meadow Drive DeBary, Florida has completed a LEAD-BASED PAINT INSPECTION of the subject property. The inspection was conducted on April 13, 2010. The Inspection was performed by Dave Mederer, Risk Assessor (certifications on file). This lead-based paint inspection did not include such items as water sampling, soils, mini blinds, lead dust analysis, furniture, bathroom and/or floor tile-except as noted in this report. **Ceramic Tile may be a Lead Containing Material such as that found in many Ceramic Tile glazes. Secondary Coverings such as drop ceilings, paneling, vinyl siding, wallpaper, furniture, clutter, etc. may conceal painted components, which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.**

The data in this report represents the entire scope of services for this Inspection. Conclusions drawn or opinions formed by others from this data are their own, and shall in no way obligate PBS Environmental Testing & Service Co., Inc.

To the best of our knowledge and belief, the data contained herein is true and correct as represented. However, this should not be considered an undertaking where lead hazards are identified nor should any warranty, or guarantee, of suitability be assumed.

Summary of the Findings (less calibrations and incompletes)

Test Method Performed	No. of Samples	No. **above** Action Level and/or **Positive**	No. **below** Action Level and/or **Negative**
X-ray Fluorescence	200	0	200

Results

The Lead Inspection of the subject property showed that ***LEAD-BASED PAINT*** (as defined in Title X of the 1992 Housing and Community Development Act -equal to or greater than ***1.0 mg/cm²***) ***WAS NOT FOUND*** in the sample locations tested.

Conclusion

We can conclude that ***LEAD-BASED PAINT*** (as defined in Title X of the 1992 Housing and Community Development Act) was not detected. **NO FURTHER ACTION** required.

The results of this inspection indicate that ***no lead in amounts greater than or equal to 1.0 mg/cm²*** *in paint was found on any building components using the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision). Therefore, this dwelling* ***qualifies for the exemption*** *in 24 CFR part 35 and 40 CFR part 745 for target housing being leased that is free of lead-based paint , as defined in the rule. However, some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. This report should be kept by the owner and all future owners for the life of the dwelling.*

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Recommendations

1. Notify owner of the results of this inspection

" A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have information they need to protect their children form lead-based paint hazards" [1]

[1] U.S. Department of Housing and Urban Development – "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing"- Chapter 7

2. REPORT

Purpose

The purpose of this Inspection is to identify and determine the presence or absence of lead-based paint as defined by The U.S. Department Of Housing And Urban Development publication "The Guidelines For The Evaluation And Control Of Lead - Based Paint Hazards In Housing" June 1995. "The Guidelines" were developed pursuant to Section 1017 of Title X, the Residential Lead Based Paint Hazard Reduction Act of 1992, requiring the EPA to develop health- based standards for paint, dust, and soil.

Definition of "Lead - Based Paint Hazard"

Title X redefines the concept of "lead-based paint." Under prior Federal legislation, a lead-based paint was any paint with 1.0 mg/cm^2 or more of lead, regardless of paint condition or location. Title X states that a lead-based paint hazard is "any condition that causes *exposure* to lead that would result in adverse human health effects" from:

- Lead-contaminated dust
- Bare, lead-contaminated soil
- Lead-contaminated paint that is deteriorated or present on accessible surfaces, friction surfaces, or impact surfaces.

Title X acknowledges that some lead-based paint hazards are of more immediate concern than others. In these *Guidelines* the hazards considered to be of greatest immediate concern are those to which children are most exposed: lead-contaminated dust; deteriorated lead-based paint; and lead-contaminated soil if it is bare, accessible to young children, and/or likely to be blown or tracked into the dwelling. Also of concern is friction, chewable, and impact surfaces with intact lead-based paint. Friction surfaces are subject to abrasion and may generate lead-contaminated dust in the dwelling; chewable surfaces are protruding surfaces that are easily chewed on by young children; and impact surfaces may become deteriorated through forceful contact. Intact lead-based paint on flat surfaces not subject to abrasion, impact, or other disturbances, although of less concern, is still a potential hazard because the paint could deteriorate over time as a result of age, disturbance (through renovation and repair) or major casualty (such as fire, storms, and water leaks)

Lead - based paint is any paint, varnish, stain, or other applied coating that has 1 mg/cm^2 (or 5,000 parts per million) or more of lead. For the purposes of these *Guidelines* the terms "leaded paint" and "lead-containing paint" are synonymous with "lead-based paint"

A lead - based paint hazard may be interpreted by environmental sampling for lead dust. If lead dust samples collected by wipe sampling exceed the levels established by HUD, a lead - based paint hazard exists.

Lead Testing Methods

Lead-Based Paint, X-Ray Fluorescence (XRF)

XRF testing is performed to detect the presence of lead on painted surfaces. XRF testing is usually the preferred method of testing because it is non-destructive, quantitative and can be performed on the spot with acceptable accuracy. The results of the XRF testing is one of the major sources of gathering evidence for drawing conclusions and making recommendations in the final report

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

PbO Inspectors follow the manufacturers suggested use and the Performance Characteristic Sheet of the XRF instrument being used. ***PbO*** currently uses the NITON XL Spectrum Analyzer with automatic substrate correction, software downloading capabilities, 3/8-inch penetration capabilities, and many more sophisticated advantages

In performing XRF testing all ***PbO*** Inspectors follow the Department of Housing and Urban Developments federal guidelines for testing lead by using an XRF instrument. All state and city regulations are followed when applicable and in all cases the most stringent regulation is followed. ***PbO*** Inspectors test one of each and every different type of accessible testing combination in each room being inspected or as described in our client services agreement. Testing procedures for XRF testing are usually performed from left to right by room and within each room left to right by component. The testing format is followed unless otherwise noted. Each XRF reading is assigned an exclusive reference number and a measurement that is stored in the instrument. Each reference number location is logged on the data sheets for future reference, testing location and report generation.

Current action levels for lead based paint testing using XRF vary from state to state. The federal level is currently 1.0 mg/cm2.

See Appendix A for LEAD PAINT INSPECTION REPORT DATA SHEETS for measurement, location, substrate, and surfaces tested.

Dust Wipes

Dust wipes are taken after the initial inspection (if applicable), to determine current levels of lead dust (Risk Assessment), during interim controls (regularly scheduled sampling), or after an abatement activity to determine the post abatement levels. Dust wipes are typically taken from three different places: Floor, Window Troughs and Windowsills. The lead dust levels will determine if a Lead Hazard exists and will help in the decision making process as to what forms of interim controls are needed.

Lead, like iron, oxidizes, though when iron oxidizes it forms rust, and when lead oxidizes it will form lead carbonate. Some people call the lead carbonate "chalking" of the lead. Inhaling or ingesting lead carbonate can be as dangerous as eating a lead paint chip. Most people are unaware that a small child does not have to eat paint chips to acquire an elevated blood lead level (EBL). The hand-to-mouth activity of a crawling child in an area with lead dust can induce Lead Poisoning. Lead dust problems can also place the occupants and participants at risk during *renovation* and/or *construction* activities

PbO believes that high lead dust levels pose a greater health threat, than the mere presence of intact lead-based paint. Consequently, we strongly suggest regularly scheduled monitoring by lead dust wipes, until full abatement is completed

Current Action Levels for lead in dust: *Floor ≥40 ug/ft^2* *Window Sill ≥250 ug/ft2* *Troughs ≥400 ug/ft2*

Soil

Soil samples are usually taken after the initial inspection (if applicable), to determine the current level of lead in the soil and after any exterior abatement (includes pressure washing) or renovation activities have taken place. ***PbO*** Inspectors take the soil samples from the side of a property and other areas of concern that are most likely to have a possible elevated lead level. A typical soil sample is collected by taking multiple spoonfuls of soil from one side of a piece of property typically along a straight line and a half-inch deep. By performing our sampling in this fashion we are acquiring a representative sample from a specific side of the property.
EPA recommends the following action levels for lead in soil.

	Action Level	
Children play areas	*Greater than 400 PPM*	*Interim controls*
Non-children play areas	*Greater than 2000 PPM*	*Interim controls*
All areas of exposed soil	*Greater than 5000 PPM*	*Permanent Barrier or Abatement*

Paint Chips

Paint chips are used for confirmation of lead based paint as part of an inspection (if applicable), or as a solution to inconclusive measurement recorded by the use of XRF testing. Paint chips are typically not taken unless absolutely necessary. Every time a paint chip is taken the painted surface must be disturbed, and this leaves the potential for additional lead contamination. When Paint chips are taken they are usually from non-conspicuous areas and tape is placed over the removed paint location. The paint chips are then sent to the laboratory for analysis.

Current action levels for lead in paint:
0.5% by weight or 5,000 PPM (parts per million) Weighted concentration
1.0 mg/cm2 Loading concentration (by XRF)

See summary results for chips, wipes, soil & water (if applicable).

Water

Water samples are collected to determine if lead is present the water system. Two water samples are usually collected, a first draw and a two-minute draw. The first draw is the first draw of the day; it allows for the longest duration of time to allow any sediment in the water lines to collect and typically, if lead is present in the system, gives the highest results. The second sample is drawn after the cold-water tap has been turned on for two minutes. The second draw allows the tap time to flush itself from any particles that might have accumulated while the line was dormant. By taking two samples ***PbO3*** Inspectors are better able to assess if there is possible water contamination due to lead and where it might be coming from. If the first draw is high and the second draw is low, it probably means that the lead is coming from the property's plumbing. If both samples produce high levels, the problem is probably coming from the municipal water lines or both.

Current action levels for lead in water
15 to 20 ppb (parts per billion)

See summary results for chips, wipes, soil & water (if applicable).

Methodology Used

This Inspection has been conducted utilizing an established protocol. The protocol contains four components.

1 Perform a visual assessment of the subject property and paint condition.

2 Calibrate Niton XLp XRF # 15969

3 Test building components.
All room equivalents (e.g. room, house exterior, foyer, etc.) are tested. All testing combinations within each room equivalent are tested. All painted surfaces (surfaces coated with paint, shellac, varnish, stain, paint covered with wallpaper, or any other coating) are tested.

At least one XRF reading on each testing combination in each room equivalent are tested. For walls, at least one reading on each wall in a room equivalent is tested.

Certain building components that are adjacent to each other and not likely to have different painting histories can be grouped together into a single testing combination, as follows:

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Window casings, stops, jambs and aprons are a single testing combination.

Interior window mullions and window sashes are a single testing combination – we do not group interior mullion and sashes with exterior mullions and sashes.

Exterior window mullions and window sashes are a single testing combination.

Door jambs, stops, transforms, casings, and other door frame parts are a single testing combination.

Door stiles, rails, panels, mullions, and other door parts are a single testing combination.

Baseboards and associated trim, (such as quarter-round or other caps) are a single testing combination (do not group chair rails, crown molding or walls with baseboards).

Painted electrical sockets, switches or plates can be grouped with walls.

Each of these building parts should be tested separately if there is some specific reason to believe that they have a different painting history. In most cases, separate testing will not be necessary.

Building Component Types – A building component type consists of doors, windows, walls, and so on that are repeated in more than one room equivalent in a unit and have a common substrate. If a unique building component is present in only one room, it is considered to be a testing combination. Each testing combination may be composed of more than one building component (such as two similar windows within a room equivalent). Component types can be located inside or outside the dwelling. For example, typical component types in a bedroom would be the ceiling, walls, a door and its casing, the window sash, window casings, and any other distinct surface such as baseboards, crown molding, and chair rails. If trends or patterns of lead-based paint classifications are found among building component types in different room equivalents, an inspection report may summarize results by building component type, as long as all measurements are included in the report. For example, the inspection may find that all doors and casings in a dwelling unit are positive.

4 A compilation of the findings of the inspection into a report format, which is useable to the client.

APPROXIMATE COST ESTIMATES FOR REMEDIATION

The price estimates below are based on numerous assumptions and variables that are ever changing. The cost estimates are only estimates and should not be considered final and absolute costs to remediate the property inspected of any lead hazards found. ***PBOS*** estimates are based on average industry prices for the median cost option for various components. Dependent on the course of action the particular property uses to remediate, the price estimates may vary greatly from actual cost proposals.

Approximate abatement costs (per component):

Item Description	No. of Items	Cost per Item*	Total Cost
Remove &replace Window/per window		$ 400.00	$ -
Exterior Door/per door		$ 500.00	$ -
Interior Door/per door		$ 200.00	$ -
Exterior Siding/per Sq Ft		$ 5.00	$ -
Interior enclosure/per Sq Ft		$ 4.00	$ -
Exterior stripping/per Sq Ft		$ 9.00	$ -
Interior Stripping/per Sq Ft		$ 10.00	$ -
Replacement of molding/per LF		$ 6.00	$ -
Exterior encapsulation/Sq Ft		$ 4.50	$ -
Interior encapsulation/Sq Ft		$ 3.00	$ -
HEPA vacuuming/Sq Ft		$ 1.00	$ -
TSP or Ledizolv washing/Sq Ft		$ 1.00	$ -
			$ -
			$ -
			$ -
Total Estimated Costs			$ -

*Above pricing includes the cost of post abatement cleanups

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

APPENDIX A

LEAD SURVEY DATA PAGES

When reviewing "Appendix A Lead Survey Data Pages" you will notice that the components tested are described using the letters A, B, C and D, under the "Surface" column, to designate the walls of the related room. When entering the room, the first wall that is in the same plain or closest to the street address of the property is considered to be "A-wall", "B-wall", "C-wall", and "D-wall" run clockwise.

Lead paint testing using XRF technology results are provided on the attached tables. Per this type of analytical methodology, XRF values tend to vary slightly for lead detected on the same surface, within the parameters of the instrumentation and the paint history of the testing combination. If a component is not shown on the data pages, the assumption should not be made that the particular component is lead safe. The only way to determine the presence of lead on a component is to have it tested.

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
3	4/13/2010 8:38	CALIBRATE 2								16315E37	Positive	1.1
4	4/13/2010 8:38	CALIBRATE 3								16315E37	Negative	0
5	4/13/2010 8:39	CALIBRATE 4								16315E37	Null	1
6	4/13/2010 8:40	CALIBRATE 5								16315E37	Positive	1.1
7	4/13/2010 8:41	WALL 1		1	DRYWALL	BEIGE	A	INTACT	1	16315E37	Negative	0
8	4/13/2010 8:41	WALL 2		1	DRYWALL	BEIGE	B	INTACT	1	16315E37	Negative	0
9	4/13/2010 8:41	WALL 3		1	DRYWALL	BEIGE	C	INTACT	1	16315E37	Negative	0
10	4/13/2010 8:42	WALL 5		1	WOOD	BEIGE	D	INTACT	1	16315E37	Negative	0.21
11	4/13/2010 8:43	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	1	16315E37	Negative	0.01
12	4/13/2010 8:43	CEILING 1		1	DRYWALL	WHITE	A	INTACT	1	16315E37	Negative	0
13	4/13/2010 8:43	WINDOW 1	CASING		WOOD	WHITE	A	INTACT	1	16315E37	Negative	0
14	4/13/2010 8:43	DOOR 1	CASING		WOOD	WHITE	A	INTACT	1	16315E37	Negative	0
15	4/13/2010 8:43	DOOR 2	CASING		WOOD	WHITE	A	INTACT	1	16315E37	Negative	0
16	4/13/2010 8:43	DOOR 3	CASING		WOOD	WHITE	A	INTACT	1	16315E37	Negative	0
17	4/13/2010 8:44	DOOR 5		1	METAL	WHITE	A	INTACT	1	16315E37	Negative	0
18	4/13/2010 8:44	DOOR 6		1	METAL	WHITE	A	INTACT	1	16315E37	Negative	0
19	4/13/2010 8:44	DOOR 8		1	METAL	WHITE	B	INTACT	1	16315E37	Negative	0
20	4/13/2010 8:45	DOOR 9		1	METAL	WHITE	B	INTACT	1	16315E37	Negative	0
21	4/13/2010 8:45	DOOR 11	CASING		WOOD	WHITE	B	DETERIORATED	1	16315E37	Negative	0.13
22	4/13/2010 8:45	DOOR 12	CASING		WOOD	WHITE	B	DETERIORATED	1	16315E37	Negative	0.02
23	4/13/2010 8:45	DOOR 13	CASING		WOOD	WHITE	B	DETERIORATED	1	16315E37	Negative	0.02
24	4/13/2010 8:46	DOOR 15	SCREN		WOOD	WHITE	B	DETERIORATED	1	16315E37	Negative	0.02
25	4/13/2010 8:46	DOOR 16	SCREN		WOOD	WHITE	B	DETERIORATED	1	16315E37	Negative	0
26	4/13/2010 8:47	WALL 1		1	DRYWALL	BEIGE	A	DETERIORATED	2	16315E37	Negative	0.03
27	4/13/2010 8:47	WALL 2		1	DRYWALL	BEIGE	B	DETERIORATED	2	16315E37	Negative	0
28	4/13/2010 8:47	WALL 3		1	DRYWALL	BEIGE	C	DETERIORATED	2	16315E37	Negative	0.05
29	4/13/2010 8:47	WALL 4		1	DRYWALL	BEIGE	D	DETERIORATED	2	16315E37	Negative	0.1
30	4/13/2010 8:48	CEILING 1		1	DRYWALL	BEIGE	A	DETERIORATED	2	16315E37	Negative	0
31	4/13/2010 8:48	BASEBOARD 1		1	WOOD	BEIGE	A	DETERIORATED	2	16315E37	Negative	0
32	4/13/2010 8:48	CABINET 1		1	WOOD	BEIGE	C	DETERIORATED	2	16315E37	Negative	0.01
33	4/13/2010 8:49	CABINET 3	DOOR		WOOD	BEIGE	C	DETERIORATED	3	16315E37	Negative	0.04
34	4/13/2010 8:49	CABINET 5	SHELF		WOOD	BEIGE	C	DETERIORATED	2	16315E37	Negative	0
35	4/13/2010 8:50	DOOR 1	CASING		WOOD	WHITE	C	INTACT	2	16315E37	Negative	0.02
36	4/13/2010 8:51	DOOR 2	CASING		WOOD	WHITE	C	INTACT	2	16315E37	Negative	0
37	4/13/2010 8:51	DOOR 1		1	WOOD	GREEN	A	DETERIORATED	3	16315E37	Negative	0
38	4/13/2010 8:52	DOOR 2		1	WOOD	GREEN	A	DETERIORATED	3	16315E37	Negative	0
39	4/13/2010 8:52	DOOR 4	CASING		WOOD	GREEN	A	DETERIORATED	3	16315E37	Negative	0.05
40	4/13/2010 8:52	DOOR 5	CASING		WOOD	GREEN	A	DETERIORATED	3	16315E37	Negative	0.01
41	4/13/2010 8:53	WALL 1		1	DRYWALL	BEIGE	A	INTACT	4	16315E37	Negative	0
42	4/13/2010 8:53	WALL 1		1	WOOD	BEIGE	A	INTACT	4	16315E37	Negative	0
43	4/13/2010 8:53	WALL 2		1	WOOD	BEIGE	B	INTACT	4	16315E37	Negative	0.01
44	4/13/2010 8:53	WALL 3		1	WOOD	BEIGE	C	INTACT	4	16315E37	Negative	0.01
45	4/13/2010 8:54	WALL 4		1	WOOD	BEIGE	D	INTACT	4	16315E37	Negative	0.01
46	4/13/2010 8:54	CEILING 1		1	DRYWALL	BEIGE	A	INTACT	4	16315E37	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
47	4/13/2010 8:54	BASEBOARD 1		1	WOOD	BEIGE	A	INTACT	4	16315E37	Negative	0.21
48	4/13/2010 8:55	DOOR 1		1	WOOD	BEIGE	B	INTACT	4	16315E37	Negative	0
49	4/13/2010 8:55	DOOR 3		1	WOOD	GREEN	B	DETERIORATED	4	16315E37	Negative	0
50	4/13/2010 8:56	DOOR 5	CASING		WOOD	BEIGE	B	DETERIORATED	4	16315E37	Negative	0.01
51	4/13/2010 8:56	DOOR 6	CASING		WOOD	BEIGE	B	DETERIORATED	4	16315E37	Negative	0.02
52	4/13/2010 8:56	DOOR 7	CASING		WOOD	BEIGE	B	DETERIORATED	4	16315E37	Negative	0.02
53	4/13/2010 8:56	DOOR 9	CASING		WOOD	GREEN	B	DETERIORATED	4	16315E37	Negative	0.04
54	4/13/2010 8:57	WINDOW 1	CASING		WOOD	BEIGE	C	INTACT	4	16315E37	Negative	0.03
55	4/13/2010 8:57	WINDOW 3	CASING		WOOD	BEIGE	A	INTACT	4	16315E37	Negative	0.16
56	4/13/2010 8:58	WINDOW 5	SILL		CONCRETE	BEIGE	A	DETERIORATED	4	16315E37	Negative	0.04
57	4/13/2010 9:00	DOOR 1	THOLD		CONCRETE	GREEN	B	DETERIORATED	4	16315E37	Negative	0.01
58	4/13/2010 9:01	DOOR 3	CASING		WOOD	GREEN	B	DETERIORATED	4	16315E37	Negative	0
59	4/13/2010 9:01	WALL 1		1	DRYWALL	BEIGE	A	INTACT	5	16315E37	Negative	0
60	4/13/2010 9:02	WALL 2		1	DRYWALL	BEIGE	B	INTACT	5	16315E37	Negative	0
61	4/13/2010 9:02	WALL 3		1	DRYWALL	BEIGE	C	INTACT	5	16315E37	Null	0.01
62	4/13/2010 9:02	WALL 4		1	DRYWALL	BEIGE	D	INTACT	5	16315E37	Negative	0
63	4/13/2010 9:02	WALL 4		1	DRYWALL	BEIGE	D	INTACT	5	16315E37	Negative	0
64	4/13/2010 9:03	CEILING 1		1	DRYWALL	BEIGE	A	INTACT	5	16315E37	Negative	0
65	4/13/2010 9:03	CABINET 1		1	METAL	BEIGE	B	INTACT	5	16315E37	Negative	0
66	4/13/2010 9:04	WALL 1		1	DRYWALL	BEIGE	A	INTACT	5	16315E37	Negative	0
67	4/13/2010 9:04	DOOR 1		1	WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0.02
68	4/13/2010 9:04	DOOR 2		1	WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0.01
69	4/13/2010 9:04	DOOR 4	CASING		WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0.01
70	4/13/2010 9:05	DOOR 5	CASING		WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0.01
71	4/13/2010 9:05	DOOR 6	CASING		WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0
72	4/13/2010 9:05	DOOR 7	CASING		WOOD	BEIGE	A	INTACT	5	16315E37	Negative	0.07
73	4/13/2010 9:06	WINDOW 1	CASING		WOOD	BEIGE	C	INTACT	5	16315E37	Negative	0
74	4/13/2010 9:08	WALL 1		1	PLASTIC	WHITE	A	INTACT	6	16315E37	Negative	0.03
75	4/13/2010 9:08	WALL 2		1	PLASTIC	WHITE	B	INTACT	6	16315E37	Negative	0.05
76	4/13/2010 9:09	WALL 3		1	PLASTIC	WHITE	C	INTACT	6	16315E37	Negative	0
77	4/13/2010 9:09	WALL 4		1	PLASTIC	WHITE	D	INTACT	6	16315E37	Negative	0
78	4/13/2010 9:09	CROWN MOLDING 1		1	WOOD	WHITE	A	INTACT	6	16315E37	Negative	0
79	4/13/2010 9:10	WALL 1	CORNER TRIM		WOOD	WHITE	A	INTACT	6	16315E37	Null	0.01
80	4/13/2010 9:10	WALL 3	CORNER TRIM		WOOD	WHITE	A	INTACT	6	16315E37	Negative	0
81	4/13/2010 9:11	BASEBOARD 1		1	WOOD	WHITE	C	INTACT	6	16315E37	Negative	0
82	4/13/2010 9:11	BASEBOARD 3		1	WOOD	WHITE	D	INTACT	6	16315E37	Negative	0.02
83	4/13/2010 9:11	CABINET 1		1	METAL	WHITE	B	INTACT	6	16315E37	Negative	0.01
84	4/13/2010 9:12	WINDOW 1	CASING		METAL	WHITE	C	INTACT	6	16315E37	Negative	0
85	4/13/2010 9:12	DOOR 1	CASING		WOOD	WHITE	D	INTACT	6	16315E37	Negative	0.03
86	4/13/2010 9:12	DOOR 2	CASING		WOOD	WHITE	D	INTACT	6	16315E37	Negative	0
87	4/13/2010 9:13	DOOR 4	CASING		WOOD	STAIN	D	INTACT	6	16315E37	Negative	0
88	4/13/2010 9:13	DOOR 1		1	WOOD	STAIN	A	INTACT	7	16315E37	Negative	0
89	4/13/2010 9:14	DOOR 3	CASING		WOOD	STAIN	A	INTACT	7	16315E37	Negative	0
90	4/13/2010 9:14	DOOR 5	CASING		WOOD	WHITE	A	INTACT	7	16315E37	Negative	0
91	4/13/2010 9:14	DOOR 6	CASING		WOOD	WHITE	A	INTACT	7	16315E37	Negative	0
92	4/13/2010 9:14	DOOR 7	CASING		WOOD	WHITE	A	INTACT	7	16315E37	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
93	4/13/2010 9:15	CROWN MOLDING 1		1	WOOD	STAIN	A	INTACT	7	16315E37	Negative	0.29
94	4/13/2010 9:15	BASEBOARD 1		1	WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.18
95	4/13/2010 9:15	WALL 1	UPPER TRIM		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0
96	4/13/2010 9:16	CLOSET 1	CASING		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0
97	4/13/2010 9:16	CLOSET 3	CASING		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0
98	4/13/2010 9:16	BASEBOARD 1	CASING		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0
99	4/13/2010 9:17	CLOSET 1	CASING		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.06
100	4/13/2010 9:17	CLOSET 3	CASING		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.06
101	4/13/2010 9:17	CLOSET 5	BASEBOARD		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.01
102	4/13/2010 9:17	CLOSET 7	SHELF		WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.01
103	4/13/2010 9:18	CROWN MOLDING 1		1	WOOD	STAIN	D	INTACT	7	16315E37	Negative	0.01
104	4/13/2010 9:18	WALL 1		1	WOOD	WHITE	A	INTACT	6	16316E37	Negative	0
105	4/13/2010 9:19	WALL 2		1	WOOD	WHITE	B	INTACT	6	16316E37	Negative	0
106	4/13/2010 9:19	WALL 3		1	WOOD	WHITE	C	INTACT	6	16315E37	Negative	0.47
107	4/13/2010 9:19	WALL 4		1	WOOD	WHITE	D	INTACT	6	16316E37	Negative	0.02
108	4/13/2010 9:19	CEILING 1		1	DRYWALL	WHITE	A	INTACT	6	16316E37	Negative	0
109	4/13/2010 9:20	WALL 1	UPPER TRIM		WOOD	WHITE	B	INTACT	6	16316E37	Negative	0.16
110	4/13/2010 9:20	CROWN MOLDING 1	UPPER TRIM		WOOD	WHITE	A	INTACT	6	16315E37	Negative	0.4
111	4/13/2010 9:20	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	6	16315E37	Negative	0
112	4/13/2010 9:21	WINDOW 1	CASING		WOOD	WHITE	D	INTACT	6	16315E37	Negative	0.2
113	4/13/2010 9:21	CEILING 1	BEAM		WOOD	WHITE	D	INTACT	6	16315E37	Negative	0
114	4/13/2010 9:22	DOOR 1		1	WOOD	WHITE	A	INTACT	6	16316E37	Negative	0.03
115	4/13/2010 9:22	DOOR 3		1	WOOD	WHITE	A	INTACT	6	16316E37	Negative	0.03
116	4/13/2010 9:22	DOOR 4	CASING		WOOD	WHITE	A	INTACT	6	16316E37	Negative	0.01
117	4/13/2010 9:22	DOOR 5	CASING		WOOD	WHITE	A	INTACT	6	16316E37	Negative	0.03
118	4/13/2010 9:23	DOOR 7	CASING		WOOD	WHITE	A	INTACT	6	16316E37	Negative	0.03
119	4/13/2010 9:23	DOOR 8	CASING		WOOD	WHITE	A	INTACT	6	16315E37	Negative	0.07
120	4/13/2010 9:23	WALL 1	SHELF		WOOD	WHITE	C	INTACT	6	16315E37	Negative	0
121	4/13/2010 9:24	WALL 1		1	DRYWALL	YELLOW	A	INTACT	9	16315E37	Negative	0
122	4/13/2010 9:24	WALL 2		1	DRYWALL	YELLOW	B	INTACT	9	16315E37	Negative	0
123	4/13/2010 9:24	WALL 3		1	DRYWALL	YELLOW	C	INTACT	9	16315E37	Negative	0
124	4/13/2010 9:25	WALL 4		1	DRYWALL	YELLOW	C	INTACT	9	16315E37	Negative	0.01
125	4/13/2010 9:25	CEILING 1		1	DRYWALL	WHITE	A	INTACT	9	16315E37	Negative	0
126	4/13/2010 9:25	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	9	16315E37	Null	0
127	4/13/2010 9:25	BASEBOARD 2		1	WOOD	WHITE	A	INTACT	9	16315E37	Negative	0
128	4/13/2010 9:26	CROWN MOLDING 1		1	WOOD	WHITE	B	INTACT	9	16315E37	Negative	0.05
129	4/13/2010 9:26	CLOSET 1	CASING		WOOD	WHITE	B	INTACT	9	16315E37	Negative	0.03
130	4/13/2010 9:26	CLOSET 2	CASING		WOOD	WHITE	B	INTACT	9	16315E37	Negative	0
131	4/13/2010 9:26	CLOSET 4	WALL		DRYWALL	WHITE	B	INTACT	9	16315E37	Negative	0
132	4/13/2010 9:27	CLOSET 6	SHELF		WOOD	WHITE	B	INTACT	9	16315E37	Negative	0.01
133	4/13/2010 9:27	DOOR 1		1	WOOD	WHITE	C	INTACT	9	16315E37	Negative	0.02
134	4/13/2010 9:27	DOOR 2		1	WOOD	WHITE	C	INTACT	9	16315E37	Negative	0.03
135	4/13/2010 9:27	DOOR 4	CASING		WOOD	WHITE	C	INTACT	9	16315E37	Negative	0
136	4/13/2010 9:28	DOOR 5	CASING		WOOD	WHITE	C	INTACT	9	16315E37	Negative	0.04
137	4/13/2010 9:28	DOOR 6	CASING		WOOD	WHITE	C	INTACT	9	16315E37	Negative	0.03
138	4/13/2010 9:28	DOOR 7	CASING		WOOD	WHITE	C	INTACT	9	16315E37	Negative	0.02

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

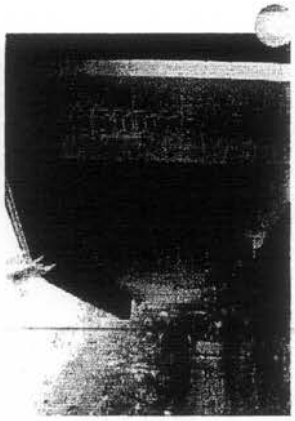
Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
139	4/13/2010 9:29	WALL 1		1	DRYWALL	WHITE	A	INTACT	10	16315E37	Negative	0.01
140	4/13/2010 9:29	WALL 2		1	DRYWALL	WHITE	B	INTACT	10	16315E37	Negative	0
141	4/13/2010 9:29	WALL 3		1	DRYWALL	WHITE	C	INTACT	10	16315E37	Negative	0
142	4/13/2010 9:29	WALL 4		1	DRYWALL	WHITE	D	INTACT	10	16315E37	Negative	0
143	4/13/2010 9:30	CEILING 1		1	DRYWALL	WHITE	A	INTACT	10	16315E37	Negative	0.01
144	4/13/2010 9:30	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	10	16315E37	Negative	0
145	4/13/2010 9:30	DOOR 1		1	WOOD	WHITE	C	INTACT	10	16315E37	Negative	0
146	4/13/2010 9:30	DOOR 2		1	WOOD	WHITE	C	INTACT	10	16315E37	Negative	0
147	4/13/2010 9:31	DOOR 4	CASING		WOOD	WHITE	C	INTACT	10	16315E37	Negative	0.03
148	4/13/2010 9:31	DOOR 5	CASING		WOOD	WHITE	C	INTACT	10	16315E37	Negative	0.01
149	4/13/2010 9:31	DOOR 6	CASING		WOOD	WHITE	C	INTACT	10	16315E37	Negative	0.03
150	4/13/2010 9:31	CLOSET 1	CASING		WOOD	WHITE	D	INTACT	10	16315E37	Negative	0.01
151	4/13/2010 9:32	CLOSET 2	CASING		WOOD	WHITE	D	INTACT	10	16315E37	Negative	0.01
152	4/13/2010 9:32	CLOSET 1	WALL		DRYWALL	WHITE	D	INTACT	10	16315E37	Negative	0
153	4/13/2010 9:32	CLOSET 3	SHELF		WOOD	WHITE	D	INTACT	10	16315E37	Negative	0
154	4/13/2010 9:33	WALL 1		1	DRYWALL	WHITE	A	INTACT	11	16315E37	Negative	0
155	4/13/2010 9:33	WALL 2		1	DRYWALL	WHITE	B	INTACT	11	16315E37	Negative	0
156	4/13/2010 9:33	WALL 3		1	DRYWALL	WHITE	C	INTACT	11	16316E37	Negative	0
157	4/13/2010 9:34	WALL 4		1	DRYWALL	WHITE	D	INTACT	11	16316E37	Negative	0
158	4/13/2010 9:34	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	11	16316E37	Negative	0.01
159	4/13/2010 9:34	CEILING 1		1	DRYWALL	WHITE	A	INTACT	11	16315E37	Negative	0.01
160	4/13/2010 9:35	CLOSET 1	DOOR		WOOD	WHITE	C	INTACT	11	16316E37	Negative	0.01
161	4/13/2010 9:35	CLOSET 3	CASING		WOOD	WHITE	C	INTACT	11	16316E37	Negative	0.02
162	4/13/2010 9:35	CLOSET 5	CASING		WOOD	STAIN	C	INTACT	11	16315E37	Negative	0.29
163	4/13/2010 9:36	CLOSET 7	DOOR		WOOD	STAIN	C	INTACT	11	16315E37	Negative	0.02
164	4/13/2010 9:36	CLOSET 8	SHELF		WOOD	STAIN	B	INTACT	11	16315E37	Null	0
165	4/13/2010 9:36	CLOSET 10	SHELF		WOOD	STAIN	B	INTACT	11	16315E37	Negative	0
166	4/13/2010 9:37	WALL 1		1	DRYWALL	STAIN	A	INTACT	11	16315E37	Negative	0
167	4/13/2010 9:38	WALL 1		1	BLOCK	GREEN	EXT A	INTACT	EXTERIOR	16315E37	Negative	0.02
168	4/13/2010 9:38	WINDOW 1	SILL		BLOCK	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0.04
169	4/13/2010 9:39	STOOP 1		1	BLOCK	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0
170	4/13/2010 9:40	FLOOR 1		1	CONCRETE	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0.01
171	4/13/2010 9:41	WALL 1		1	WOOD	GREEN	EXT A	DETERIORATED	CARPORT	16315E37	Negative	0.02
172	4/13/2010 9:41	BASEBOARD 1		1	WOOD	GREEN	EXT A	DETERIORATED	CARPORT	16315E37	Negative	0.02
173	4/13/2010 9:41	WALL 1		1	BLOCK	GREEN	EXT B	INTACT	CARPORT	16315E37	Negative	0.03
174	4/13/2010 9:42	PIPE 1		1	METAL	GREEN	EXT B	INTACT	CARPORT	16315E37	Negative	0.06
175	4/13/2010 9:43	WALL 1		1	BLOCK	GREEN	EXT B	INTACT	EXTERIOR	16315E37	Negative	0.01
176	4/13/2010 9:43	WALL 3		1	BLOCK	GREEN	EXT C	INTACT	EXTERIOR	16315E37	Negative	0.02
177	4/13/2010 9:44	WINDOW 1	BAR		METAL	BLACK	EXT C	INTACT	EXTERIOR	16315E37	Negative	0
178	4/13/2010 9:45	ELECTRIC PANEL 1		1	METAL	BLACK	EXT C	INTACT	EXTERIOR	16315E37	Negative	0
179	4/13/2010 9:45	WALL 1		1	BLOCK	GREEN	EXT D	INTACT	EXTERIOR	16316E37	Negative	0.02
180	4/13/2010 9:48	ROOF 1	SOFFIT		WOOD	GREEN	EXT A	DETERIORATED	EXTERIOR	16316E37	Negative	0.5
181	4/13/2010 9:48	ROOF 3	SOFFIT		WOOD	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Null	0.5
182	4/13/2010 9:48	ROOF 4	SOFFIT		WOOD	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0.5
183	4/13/2010 9:49	ROOF 5	SOFFIT		WOOD	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0.3
184	4/13/2010 9:49	ROOF 7	FASCIA		WOOD	GREEN	EXT A	DETERIORATED	EXTERIOR	16315E37	Negative	0

Reading No.	Time	COMPONENT	FEATURE	SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
185	4/13/2010 8:50	CEILING 1	FASCIA	WOOD	GREEN	EXT A	DETERIORATED	PORCH	1631SE37	Negative	0.4
186	4/13/2010 8:50	CEILING 2	FASCIA	WOOD	GREEN	EXT A	DETERIORATED	PORCH	1631SE37	Negative	0.3
187	4/13/2010 8:50	CEILING 3	FASCIA	WOOD	GREEN	EXT A	DETERIORATED	PORCH	1631SE37	Negative	0.5
188	4/13/2010 8:51	WINDOW 1	CASING	WOOD	GREEN	EXT A	DETERIORATED	PORCH	1631SE37	Negative	0.07
189	4/13/2010 8:51	CEILING 1		WOOD	GREEN	EXT A	INTACT	CARPORT	1631SE37	Negative	0.04
190	4/13/2010 8:52	CEILING 2		WOOD	GREEN	EXT A	INTACT	CARPORT	1631SE37	Negative	0.02
191	4/13/2010 8:52	CEILING 4	BEAM	CONCRETE	GREEN	EXT A	INTACT	CARPORT	1631SE37	Negative	0.01
192	4/13/2010 8:57	GABLE 1	WALL	WOOD	GREEN	EXT B	INTACT	CARPORT	1631SE37	Negative	0.4
193	4/13/2010 8:58	GABLE 3	UPPER TRIM	WOOD	GREEN	EXT B	INTACT	CARPORT	1631SE37	Negative	0.6
194	4/13/2010 8:59	ROOF 1	SOFFIT	WOOD	GREEN	EXT B	INTACT	CARPORT	1631SE37	Negative	0
195	4/13/2010 8:59	ROOF 3	FASCIA	WOOD	GREEN	EXT B	INTACT	CARPORT	1631SE37	Negative	0
196	4/13/2010 10:00	ROOF 6	UPPER TRIM	WOOD	GREEN	EXT B	INTACT	CARPORT	1631SE37	Negative	0
197	4/13/2010 10:00	ROOF 7	SOFFIT	WOOD	GREEN	EXT C	INTACT	EXTERIOR	1631SE37	Negative	0.05
198	4/13/2010 10:01	ROOF 9	FASCIA	WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	1631SE37	Negative	0
199	4/13/2010 10:01	ROOF 11	UPPER TRIM	WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	1631SE37	Null	0
200	4/13/2010 10:01	ROOF 12	UPPER TRIM	WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	1631SE37	Negative	0
201	4/13/2010 10:02	GABLE 1	WALL	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Null	0.9
202	4/13/2010 10:03	GABLE 3	WALL	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Null	0.7
203	4/13/2010 10:03	GABLE 4	WALL	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Null	1.2
204	4/13/2010 10:03	GABLE 5	WALL	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Null	0.7
205	4/13/2010 10:03	GABLE 6	WALL	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Negative	0.2
206	4/13/2010 10:04	GABLE 8	UPPER TRIM	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Negative	0.27
207	4/13/2010 10:04	ROOF 1	SOFFIT	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Negative	0.4
208	4/13/2010 10:05	ROOF 3	FASCIA	WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Negative	0.6
209	4/13/2010 10:05	WINDOW 1	SILL	CONCRETE	GREEN	EXT D	DETERIORATED	EXTERIOR	1631SE37	Negative	0.05
210	4/13/2010 10:08	CALIBRATE 1							1631SE37	Positive	1
211	4/13/2010 10:08	CALIBRATE 2							1631SE37	Negative	0
212	4/13/2010 10:08	CALIBRATE 3							1631SE37	Positive	1.1
213	10:34										2.64

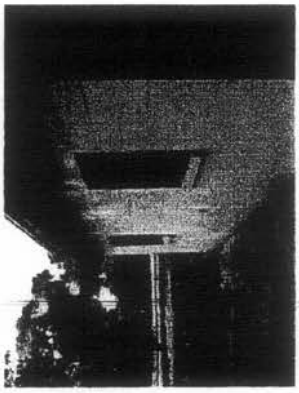
LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

APPENDIX C

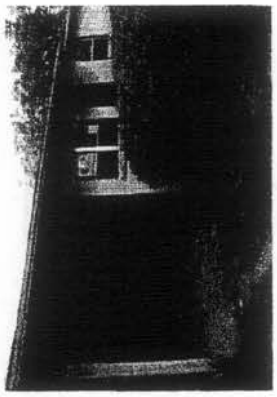
DRAWING



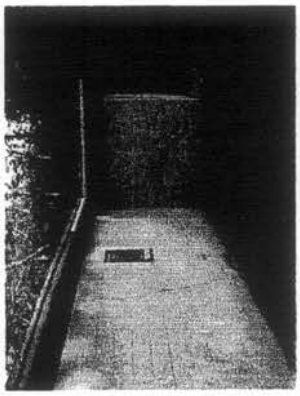
Side B.JPG



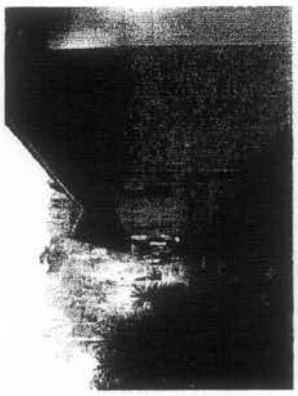
Side C.JPG



Side A.JPG

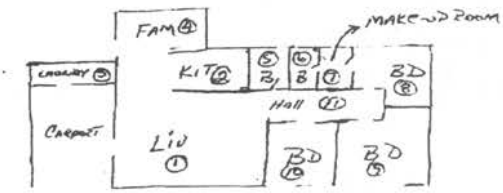


Side C-1.JPG



Side D.JPG

1631 SE 37th ST.
GAINESVILLE, FL



APPENDIX D

LEAD PRECAUTIONARY PROCEDURES

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

CONTROLLING LEAD DUST LEVELS

Lead painted surfaces that are renovated or in disrepair can release hazardous lead dust. **PbO** advises that abatement and cleanup measures specified in the HUD Guidelines be employed where lead surfaces are disturbed and prior to re-occupancy of affected areas. In such cases, clean-up procedures should be performed by a contractor who can commit to conformance with the HUD Guidelines and Clearance requirements. Lead dust sampling conducted after the abatement will verify the effectiveness of the clean-up measures

The wipe samples are than analyzed by a laboratory which is approved and accredited by professional organizations to analyze environmental samples for the presence of lead.

MAINTENANCE OF LEAD PAINTED SURFACES

This discussion relates to intact lead painted surfaces.

Government authorities now recognize that even intact lead painted surfaces pose a health risk and should be abated (covered or removed). Accordingly, it is recommended that any lead painted surfaces (particularly surfaces such as protruding window sills and door stops which children are likely to come into contact with) should be properly abated.

In the absence of full removal or covering of lead paint with impermeable barriers (e.g. sheet rock, encapsulants), it is advisable that a primer and several layers of high quality paint be applied over intact lead painted surfaces. The following program of inspecting and maintaining such intact painted surfaces can lower the risk of lead dust hazards from lead painted surfaces in a home or work environment.

1. **Avoid any activities that disturb lead-painted surfaces. Even chemical stripping of lead-based paint will generate lead dust.**
2. **Wet wipe surfaces with water containing a detergent called LEDIZOLV (non-TSP biodegradable, metal ionizing lead detergent), with a frequency sufficient to prevent accumulation of dust.**
3. **Frequently survey lead painted surfaces to ensure that they are intact. Problematic surfaces should be abated in conformance with HUD regulations and by a trained professional.**
4. **Avoid the use of regular vacuum cleaners on debris that may contain lead dust. Use of high efficiency particulate air (HEPA) vacuums is recommended, with a frequency sufficient to prevent accumulation of dust. Note: Changing HEPA filters requires that special safety and health precautions be followed.**
5. **Monitor activities of young children. Prevent them from coming into contact with lead painted surfaced as much as possible and regularly wash their hands (especially before they handle food).**
6. **Determine children's blood lead levels, at a frequency prescribed by a physician who specializes in lead poisoning. In cases where concern is raised about potential exposure to lead, PbO recommends that concerned parties have blood levels analyzed by an OSHA-approved laboratory, and that the results be interpreted by a physician. We recommend routine blood lead testing of children under the age of six.**

PbOs has provided general information on reducing the risk of lead poisoning in both residential and commercial spaces. Detailed Information on avoiding and/or treating lead poisoning can be obtained without cost from: The National Center for Education in Maternal and Child Health, 38th and R Street, NW, Washington D.C. 20057, phone (703) 524-7802.

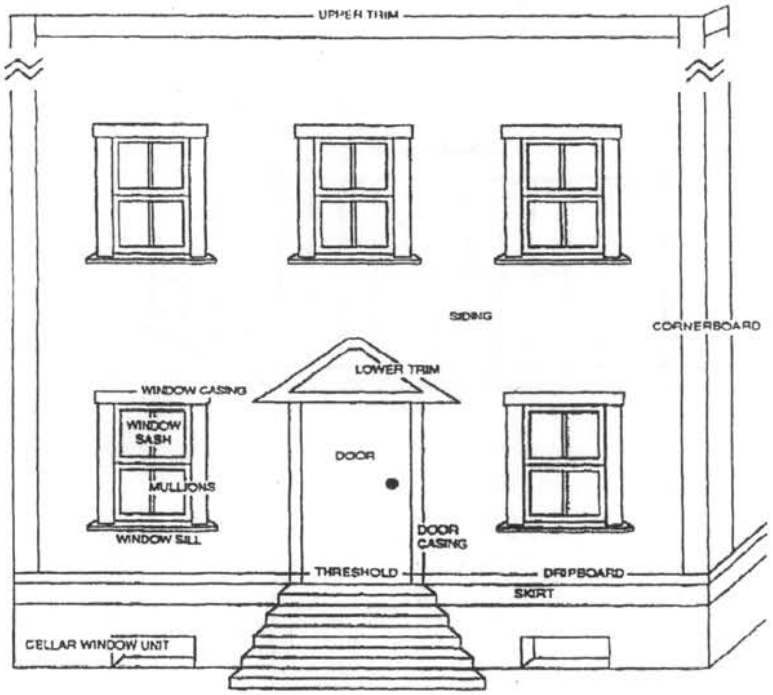
Please call the **PbOs** if you have any questions regarding this report, ***(386) 668-4545***.

Additional proposals and consulting services are available from PbOs.

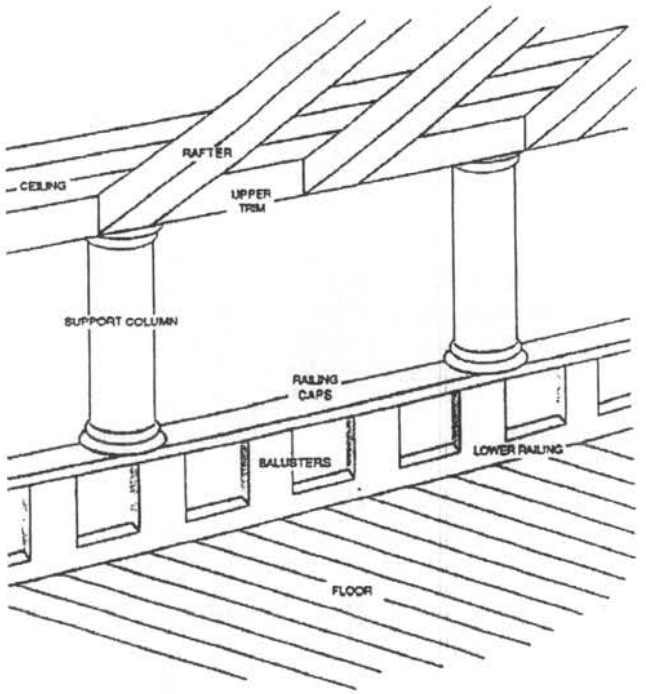
LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

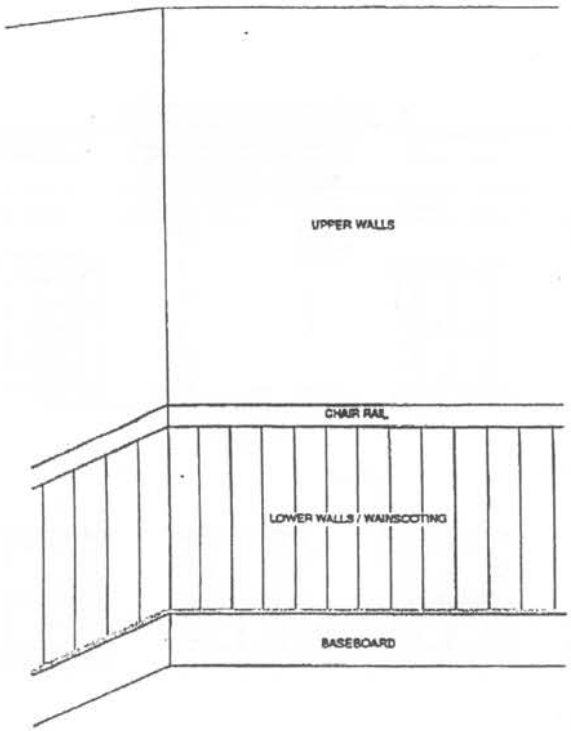
APPENDIX E

COMMON TERMS FOR COMPONENTS AND TESTING LAYOUT



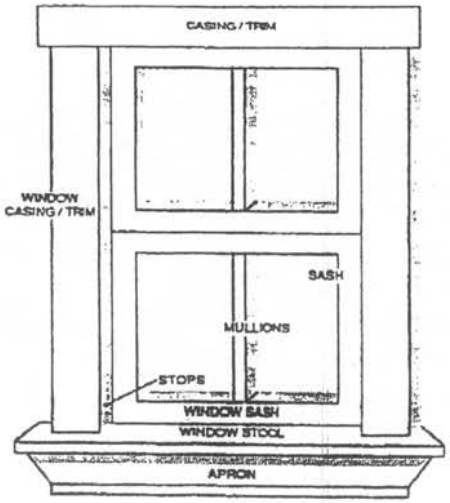
LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

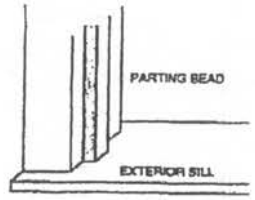


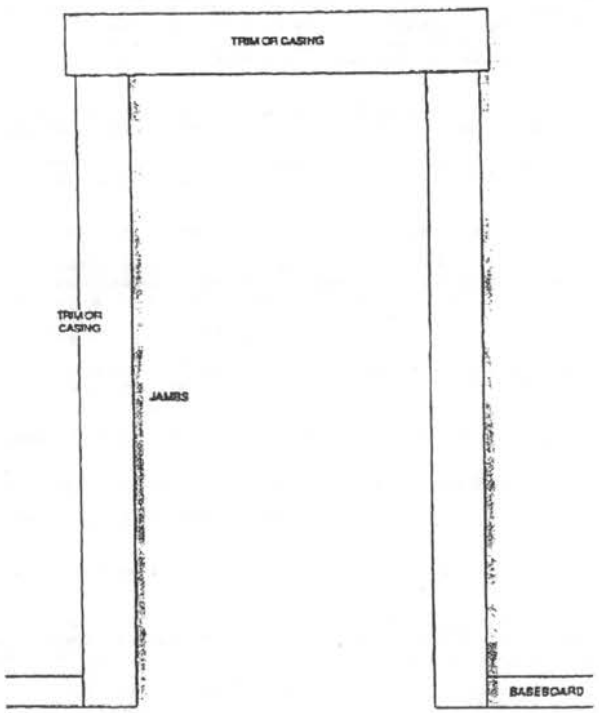


LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

INSIDE VIEW







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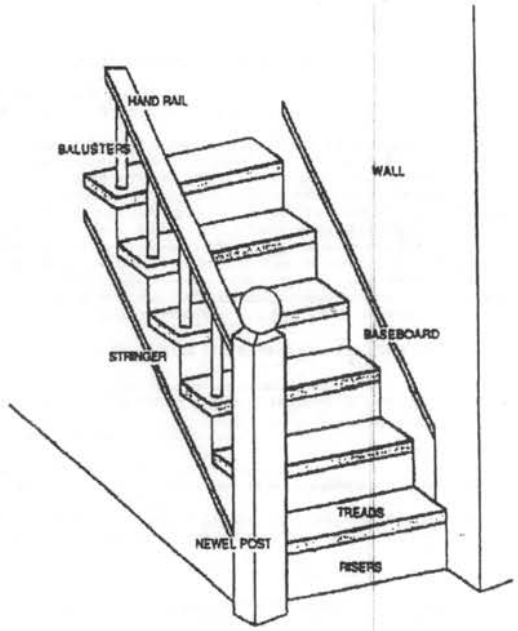
1631 SE 37th Street
Gainesville, FL



Glossary

Abatement: A measure designed to permanently eliminate lead-based paint hazards according to standards established by the Environmental Protection Agency (EPA) Administrator, pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include the removal of lead-based paint, its enclosure, its encapsulation with a product shown to meet established or recognized standards pursuant to Title IV of TSCA, replacement of building components coated by lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of a durable covering—not grass or sod, which are considered interim control measures—on top of the soil, as well as preparation, cleanup, disposal, post-abatement clearance testing, recordkeeping, and, if applicable, monitoring.

Accessible surface: Any interior or exterior surface such as sills and protruding surfaces that a young child can mouth or chew.

Action Level: the defining limit for a required regulatory response.

Bare soil: Soil not covered with grass, sod, or some other similar vegetation. Bare soil includes sand (for example, the sand in sandboxes).

Base substrate: The building material beneath the lead-based paint film. The material may be plaster, wood, brick, or metal.

Biological monitoring: The analysis of blood, urine, or both to determine the level of lead contamination in the body. Blood lead levels are expressed in micrograms of lead per one-tenth of a liter of blood (a deciliter), or µg/dL.

Building component: Any part of a building coated with paint.

Certified: The designation for contractors who have completed training and other requirements to allow them to safely undertake risk assessments, inspections, and abatement work. Risk assessors, lead-based paint inspectors, and abatement contractors should be certified by the appropriate State or Federal agency.

Chalking: The photo-oxidation of paint binders—usually due to weathering—which causes a powder to form on the film surface.

Chewed surface: Any painted surface that shows evidence of having been chewed or mouthed by a young child. A chewed surface is usually a protruding, horizontal part of a building, such as an interior window sill.

Cleaning: The process of using a HEPA vacuum and wet cleaning agents to remove leaded dust; the process includes the removal of bulk debris from the work area. OSHA prohibits the use of compressed air to blow lead-contaminated dust off a surface.

Clearance examination: Visual examination and collection of environmental samples by an inspector technician or risk assessor and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or maintenance job that disturbs lead-based paint (or paint suspected of being lead-based paint). The examination is done to assure that lead exposure levels do not exceed standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act and that any cleaning following such work adequately meets those standards.

Common area: A room or area that is accessible to all residents in a community (for example, a hallway or a lobby); in general, any area not kept locked.

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Compliance plan: A document that describes the tasks, workers, protective measures, and tools and other materials that may be used in lead-based paint hazard control to comply with the OSHA Lead in Construction Standard.

Containment: A process to protect workers and the environment by controlling exposures to lead-contaminated dust and debris created during abatement. **See Worksite preparation level**.

Detection limit: The minimum amount of a substance that can be reliably measured by a particular method.

Deteriorated lead-based paint: Interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate, or lead-based paint on a damaged or deteriorated surface or fixture.

Dust removal: A form of interim control that involves initial cleaning intervention followed by periodic monitoring and recleaning, as needed. Depending on the degree of lead-based paint hazards, dust removal may be the primary activity or
just one element of a broader effort that addresses lead-based paint hazards.

Elevated Blood Lead level (EBL): In children, any blood lead level greater than 10 µg/Dl; in adults, any blood lead level greater than 25 µg/dL, as determined by the U.S. Centers for Disease Control and Prevention.

Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between the lead-based paint and the environment.

Evaluation: Risk assessment, paint inspection, or both.

Exterior work area: Any area such as a porch, stairway, or siding outside a building during lead-based paint hazard control work. This area includes a safety perimeter and access barriers.

Friction surface: Any interior or exterior surface, such as windows or stair treads, that is subject to abrasion or friction.

Hazardous waste: As defined in EPA Regulations (40 CFR 261.3), the term *hazardous waste* means solid waste or a combination of solid wastes that because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or significantly contribute to increases in mortality or serious and irreversible or incapacitating but reversible illnesses or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions: (1) exhibits a characteristic of hazardous waste (40 CFR Sections 261.20 through 262.24); (2) has been listed as hazardous (40 CFR Section 261.31 through 261.33); (3) is a mixture containing a listed hazardous waste and a nonhazardous solid waste, unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste; and (4) is not excluded from regulation as hazardous waste. For the waste produced in lead-based paint abatement, hazardous waste is waste that contains more than 5 ppm of leachable lead as determined by the TCLP Test, or waste that is corrosive, ignitable, or reactive and is not otherwise excluded.

High-Efficiency Particulate Air (HEPA) filter: A filter capable of removing particles of 0.3 microns or larger from air at 99.97 percent or greater efficiency.

High phosphate detergent: See **Trisodium phosphate detergent**.

Impact surface: An interior or exterior surface such as those on doors and door jambs subject to damage by repeated impacts.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring levels of lead exposures by owners and reevaluation by

professionals is an integral element of interim controls. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surface, and installation of soil coverings, such as grass or sod, or land-use controls.

Interior window sill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed; often called the window stool.

Intermediate controls: Coatings or rigid materials such as encapsulants and floor tiles that prevent lead-based paint from causing excessive lead exposures and that rely on adhesion to the existing paint film for their durability.

Lead: Lead includes metallic lead and inorganic and organic compounds of lead.

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm² as measured by x-ray fluorescence detector or laboratory analysis, or 0.5 percent by weight (5,000 µg/g, 5,000 ppm, or 5,000 mg/kg) by laboratory analysis. (Local definitions may differ). Lead-based paint means paint of other surface coatings that contain lead equal to or greater than 1.0 mg/cm² or .05 percent by weight. Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper that covers painted surfaces.

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or from lead-based paint that has deteriorated or coats accessible, friction, or impact surfaces would result in adverse human health effects, as established by the EPA Administrator under Title IV of the Toxic Substances Control Act.

Lead-based paint hazard control: Activities to control and eliminate lead-based paint hazards, including interim controls, intermediate controls, abatement, and complete removal.

Lead carbonate: A pigment used in some lead-based paint as a hiding agent; also known as white lead.

Lead-contaminated dust: Surface dust in residences that contains an area or mass concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. Until the EPA standards are set.

Lead-contaminated soil: Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The interim HUD recommendation is 400 µg/g in high-contact play areas, and 2,000 ppm in other bare areas of the yard. Soil above 5,000 µg/g should be abated by removal or paving.

Lead hazard screen: A means of determining whether residences in good condition built between 1960 and 1978 should have a full risk assessment using dust sampling and visual survey.

Lead loading: The mass of lead in a given surface area on a substrate. Lead loading is typically measured in units of milligrams per square centimeter (mg/cm²). It is also called area concentration.

Lead-poisoned child: A child with a single blood lead level measurement of 20 µg/dL or 15 µg/dL or greater for two measurements taken at least one month apart.

Maintenance: Work to maintain adequate living conditions in a dwelling that may disturb lead-based paint or paint that is suspected to be lead-based paint.

Method detection limit (MDL): The minimum concentration of an analyte that, in a given matrix and by using a specific method, has a 99-percent probability of being identified, qualitatively or quantitatively measured, and reported to be greater than zero.

mg: Milligram; one-thousandth of a gram; a unit of weight.

Monitoring: Surveillance on a continuing basis by a property owner of lead-based paint hazard control measures implemented on a property. In contrast, reevaluation is the visual examination and environmental sampling conducted by a certified risk assessor or certified inspector of target housing units that have undergone abatement or interim control interventions (and clearance tests) to determine if lead-based paint hazards have reappeared. Monitoring *and* reevaluations are needed for interim controls, intermediate controls or encapsulation, and enclosure.

Multifamily housing: Housing that has more than one dwelling unit in one location.

Offsite paint removal: The process of removing a component of a building and stripping the paint from the component at a paint-stripping facility.

Oxidation: A chemical reaction that occurs upon exposure to oxygen. Some coatings cure by oxidation; oxygen enters the liquid coating and crosslinks (attaches) the resin molecules. This film-forming method is also called Air Cure or Air Dry. Oxidation also causes rust to form on metals and paint to chalk.

Paint film stabilization: The process of wet scraping, priming, and repainting deteriorated lead-based paint in a dwelling; the process includes cleanup and clearance.

Paint removal: A strategy of abatement that entails removing lead-based paint from surfaces. For lead-hazard control work this can mean using chemicals, heat guns that produce temperatures below 1100°F, and certain contained abrasive methods but not by open flame burning, open abrasive blasting, sandblasting, water blasting, or extensive dry scraping. (Methylene chloride paint removers are also not recommended.)

Personal Protective Equipment (PPE): Equipment for protecting the eyes, face, head, and/or extremities, including protective clothing, respiratory devices and protective shields when hazards capable of causing bodily injury or impairment are encountered.

Precision: The degree to which a set of observations or measurements of the same property, usually obtained under similar conditions, conform to themselves; a data quality indicator. Precision is usually expressed in either absolute or relative terms as standard deviation, variance, or range.

Reevaluation: In lead hazard control work, a visual assessment and collection of environmental samples by a certified risk assessor or certified inspector technician to determine if a lead-based paint hazard control measure that has been implemented is still effective and if the dwelling is still lead-safe.

Renovation: Work that involves construction and home or building improvement measures such as window replacement, weatherization, remodeling, and repainting.

Replacement: A strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint, such as windows, doors, and trim, and the installation of new components free of lead-based paint.

Risk assessment: An onsite investigation of a residential dwelling for lead-based paint hazards. Risk assessment includes investigating the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of child-bearing age who are residents; conducting a visual assessment, performing limited environmental sampling, such as dust wipe samples, soil samples, and deteriorated paint samples; and reporting the results that identify acceptable abatement and interim control strategies based on specific conditions and the owner's capabilities for controlling identified lead-based paint hazards.

Risk assessor: A certified individual who has completed training from an accredited training program and who has been certified to (1) perform risk assessments; (2) identify acceptable abatement and interim control strategies for reducing identified lead-based paint hazards (3) perform clearance testing and reevaluations; and (4) document the successful completion of lead-based paint hazard control activities.

Room equivalent: A room equivalent is an identifiable part of a residence, such as a room, a house exterior, a foyer, staircase, hallway, or an exterior area (exterior areas contain items such as play areas painted swing sets, painted sandboxes, etc.). Closets or other similar areas adjoining rooms should not be considered as separate room equivalents unless they are obviously dissimilar form the adjoining room equivalent. Most closets are not separate room equivalents. Exteriors should be included in all inspections. An individual side of an exterior is not considered to be a separate room equivalent, unless there is visual or other evidence that its paint history is different from that of the other sides. All sides of a building (typically two for row houses or four for freestanding houses) are generally treated as a single room equivalent if the paint history appears to be similar. For multifamily developments or apartment buildings, common areas and exterior sites are treated as separate types of units, not as room equivalents.

Solid waste: As defined in the Resource Conservation and Recovery Act, the term *solid waste* means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. The term does not include solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under the Clean Water Act, nor does the term include special nuclear or byproduct material as defined by the Atomic Energy Act of 1954.

Substrate: A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall. The substrate is the material underneath the paint. Substrates should be classified into one of six types: brick, concrete, drywall, metal, plaster or wood. These substrates cover almost all building materials that are painted and are linked to those used in the *XRF Performance Characteristics Sheets*. For example, the concrete substrate type includes poured concrete, pr-cast concrete and concrete block.

If a painted substrate is encountered that is different from the substrate categories shown or the *XRF Performance Characteristic Sheet*, select the substrate type that is most similar in density and composition to the substrate being tested. For example, for painted glass substrates, an inspector should select the concrete substrate, because it has about the same density (2.5 g/cm^3) and because the major element in both is silicon.

For components that have layers of different substrates, such as plaster over concrete, the substrate immediately adjacent to (underneath) the painted surface should be used. For example, plaster over concrete block is recorded as plaster.

Testing combination: A testing combination is a unique combination of room equivalents, building component type, and substrate. Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing combination. The following are some common component types that could make up distinct testing combinations within room equivalents.

Air conditioners	Fireplaces	Balustrades	Lattice Work
Floors	Baseboards	Handrails	Walls
Bathroom Vanities	Newel Posts	Beams	Siding
Cabinets	Radiators	Ceilings	Crown Molding Window
Shelf Supports	Chair Rails	Shelves	Window Sashes and Trim
Columns	Stair Stringers	Countertops	Swing Sets and other Play Equipment
Stair Treads/Risers	Stools and Aprons	Doors and Trim	

Toxicity Characteristic Leaching Procedure (TCLP): A laboratory test method to determine if excessive levels of lead or other hazardous materials could leach into groundwater; usually used to determine by its toxicity characteristic if the waste is hazardous.

Treatment: In lead-based paint hazard control, a method designed to control lead-based paint hazards. Treatment includes interim controls, intermediate methods, abatement, and full removal. Hazardous waste treatment is a method.

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

technique, or process, including neutralization, that is designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize it, render it nonhazardous or less hazardous, recover it, make it safer to transport, store, or dispose, or allow for easier recovery, storage, or volume reduction.

Trisodium Phosphate (TSP) detergent: Detergent that contains at least 5 percent trisodium phosphate.

µg (or ug): Micrograms. The prefix micro- means 1/1,000,000 (or one-millionth). A microgram is 1/1,000,000 of a gram and 1/1,000 of a milligram. A microgram is equal to about 35/1,000,000,000 (thirty-five billionths) of an ounce. An ounce is equal to 28,400,000 µg.

White lead: A white pigment; usually lead carbonate.

Worker: An individual who has completed training in an accredited program to perform lead-based abatement in target housing.

Worksite: A hallway, room or group of rooms, or exterior where a lead-based paint hazard control measure takes place.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm^2) using the principle of x-ray fluorescence (XRF). Two types of XRF analyzers are used, direct readers and spectrum analyzers. In these *Guidelines*, the term XRF analyzer refers to portable instruments manufactured to analyze paint only, and does not refer to laboratory-grade units or portable instruments designed to analyze soil.

APPENDIX F
ABATEMENT OPTIONS

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

There are different options available for abatement activities depending on what the source of lead is. As the report states, lead can enter the environment commonly from four different avenues: paint, water, soil and dust. Each option has it's own cost benefits associated with it. Any one option can be used or, in most cases, a combination of the options can be implemented to reduce the possibility of lead contamination. **PBO3** strongly suggests that each option be thoroughly contemplated before beginning any activity.

LEAD PAINT ABATEMENT OPTIONS:

1. Removal
Removal is a permanent solution to the problem of potential exposure of lead. Removal requires taking the old lead-based painted component out and replacing it with a new non-lead painted component. Depending on the cost of the component you replace the lead-based painted component which will dictate the cost associated with this option.

2. Stripping
Chemical stripping is an option that should only be used if the customer is looking to preserve the original look and integrity of the lead-based painted component. Chemical stripping is labor intensive and is typically a messy process. There are currently multiple products on the market that are used for paint stripping and are environmentally safe (methylchloride-based products should not be used). Some products are acidic oriented and some are base oriented, and consequently need to be neutralized before repainting. In addition, to dispose of lead-painted waste you must also dispose of chemical waste, and the product used will determine how the waste must be disposed of. Chemical stripping is usually a permanent solution, but if it is not done properly, lead dust and debris can leach into the component and still be detectable through lead analysis.

3. Encapsulation
Encapsulation is the process of using an encapsulant-type of product that is applied over the lead-painted component. There are currently many different types of encapsulants on the market, and they come in many different forms. Some encapsulants are like stucco, some are like a two-part epoxy, some are like a heavy latex paint, and some are like a cement or plaster. Different types of encapsulants have different life expectancies and some come in different colors. None of the encapsulants are guaranteed forever, although some do come with a life or 10 to 20 year guarantee! This option is not a permanent solution, and if the encapsulant ever becomes disturbed the lead-based paint is exposed. Encapsulation is typically the least expensive option, but at this time it is not universally accepted and is currently being studied at the federal level, as a viable and affordable option for lead abatement or in-place management.

4. Enclosure
Enclosure is the option of sealing off the lead-based painted component by sealing it in with another building material. Such materials would include, but are not limited to: sheet rock, some wallpapers, paneling, and joint compounds. Enclosure is not a permanent solution, and if the enclosure material used for enclosure, this can be an affordable option. Depending on the enclosure option taken it is possible that no lead abatement procedures need to be followed, but of course, consult a professional before beginning.

General statement:
Before beginning any of the above-mentioned options, lead testing should be performed, and if the components tested are positive for the presence of lead, lead control and/or abatement procedures should be followed. Such activities would include, but are not limited to; proper training, respiratory protection, clothing protection, HEPA vacuuming, TSP cleaning, proper containment, and removal or covering of all furniture and fixtures. **After abatement activities are completed, post-abatement lead testing should be performed to ensure that the area is safe for re-occupancy.**

SOIL REMEDIATION OPTIONS:

1. Soil replacement
Remove and dispose of lead-contaminated soil and replace it with clean soil. The extent of soil contamination will determine the extent of soil replacement and the depth of removal. This is a permanent solution, assuming the soil is not re-contaminated due to environmental factors

2. Encapsulation or enclosure
Depending on the extent of the soil contamination, there are multiple soil encapsulation options, such as, but not limited to; placing grass sod over the lead-contaminated area, placing clean non-contaminated soil over lead-contaminated soil, cover the contaminated area with some form of ground covering plants so as not to allow for easy accessibility with soil. Encapsulation or enclosure is not a permanent solution, however it is an option and is typically not too expensive.

3. Soil reconditioning
New applications are available to have your current soil reconditioned and cleaned of any lead contamination. There are several different processes available, from on-site cleaning to off-site cleaning. Depending on the extent of contamination, the process can be fairly expensive.

WATER REMEDIATION OPTIONS:

1. Water purifying systems
There are currently many different water-purifying systems on the market that have been assessed for lead treatment. Consumer Reports performed tests of lead removing water treatment devices. The systems vary in price and treatment capabilities.

2. Removal of system
If the extent of the problem is severe the only option might be complete removal of the water system and replacement with a new non-leaded water system. This option is a permanent solution, but can be very costly.

3. Drinking water
Drink only bottled water hat has been tested for the presence of lead.

DUST REMEDIATION OPTIONS:

Perform a proper environmental cleaning of the site. Depending on the area that your property is located in, you can use either a Tri-Sodium Phosphate (TSP) solution or LEDIZOLV cleaning detergent. TSP is currently outlawed in many parts of the country. Perform a thorough cleaning of the area, constantly changing and cleaning materials so as not to cause cross-contamination. After cleaning with solution perform a thorough HEPA vacuuming, using a vacuum that has a High Efficiency Particulate Air (HEPA) filter. After cleaning the area, have an independent, of the contractor, testing company perform a lead dust wipe analysis to ensure that the area is clean of elevated levels of lead.

General Statement: Do not perform any lead dust cleaning with a normal home use vacuum. This can increase the possibility of lead poisoning. If lead sources still exist on the property after completing a lead dust cleaning, the process should be consistently performed on a routine basis and resealing the component should be considered. Elevated levels of lead dust can re-accumulate over a period of time, dependent upon the condition of the property and the surrounding environment.
If you have any further concerns or questions regarding this report or related to the environmental services we have performed, please feel free to call ***PbO3*** at (407) 668-4545.

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

NOTES:

LEAD - BASED PAINT INSPECTION REPORT
1631 SE 37th Street
Gainesville, FL

Dear Customer:

PbO3 Environmental Testing & Service Company, would like to thank you for allowing us the opportunity to be of service to you. We value our customers and therefore ***PbO3*** prides itself on making sure every customer is fully satisfied.

If there is ever another opportunity that we can be of service to you, we would appreciate the call. The services we provide for future reference are as follows:

- **Lead Testing and Consulting, Paint, Soil, Water and Dust**
- **Asbestos Testing, Consulting and Monitoring**
- **Indoor Air Quality Testing**
- **Underground Storage Tank and Soil Testing**
- **Environmental Site Assessments, Phase I & II**
- **And various other environmental issues.**

If you should have any questions, comments or concerns please contact us at (407) 688-4545. Once again, thank you for using ***PbO3***.

Sincerely,

PbO3 Environmental Testing & Service Company

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

PARTIES: Alachua County Board of County Commissioners ("Seller"), and Arthur L Mitchell, II ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 3150 NE 12 Street, Gainesville FL 32609
   (b) Property is located in: Alachua County, Florida. Real Property Tax ID No: 06231-003-005
   (c) Legal description of the Real Property: Highland Court Manor/Un 4 PB F-77 Lot 15 OR 3766/0822
   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.
   (d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☑ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☐ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

   The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: _____
   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase: _____

2. **PURCHASE PRICE** (U.S. currency) ..... $ 86000.00
   (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 500.00
   The initial deposit made payable and delivered to "Escrow Agent" named below
   (CHECK ONE): ☒ accompanies offer or ☐ is to be made upon acceptance (Effective Date)
   or ☐ is to be made within _____ (if blank, then 3) days after Effective Date
   Escrow Agent Information: Name: Alachua County BOCC
   Address: 12 SE 1st Street Phone: 352 374 5204
   E-mail: _____ Fax: _____
   (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3) days after Effective Date ..... $ _____
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... 71004.00
   (d) Other: Down payment assistance and closing costs from NSP ..... $ 2000.00
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 1026.00
   NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before March 23 2011, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on May 15 2011 ("Closing Date"), at the time established by the Closing Agent.

5. **EXTENSION OF CLOSING DATE:**
(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.
(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. **ASSIGNABILITY: (CHECK ONE)** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. **FINANCING:**
☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.
☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of $ 111094.00 or _____ % of the Purchase Price, at an initial interest rate not to exceed 5.5 % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 years ("Financing").

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).
☐ (d) Purchase money note and mortgage to Seller (see riders, addenda, or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least 20 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☐ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents, provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☒ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS: AL This offer is subject to buyer obtaining a loan or

In the form of a second mortgage (AKA) "NSP 2nd Mortgage)

b) Buyer may use some of the proceeds from the NSP 2nd Mortgage towards normal buyer's closing cost.

c) Buyer's [illegible] and/or agent to the [illegible] shall [illegible] in writing, [illegible] specified in F.(2).

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COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: ARTHUR L WHITEHEAD JR Date: 04/15/11

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

_____	N/A
Cooperating Sales Associate, if any	**Listing Sales Associate**
Suskin Realty Inc	_____
Cooperating Broker, if any	**Listing Broker**

APPROVED AS TO FORM
_____
ALACHUA COUNTY ATTORNEY

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Okaloosa County Board of County Commissioners (SELLER) and Arthur L. Mitchell, Jr. (BUYER) concerning the Property described as 3150 NE 12 Street, Crestview, FL 32539

Buyer's Initials ALM JM _____ *Seller's Initials* JP _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $ 0, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☒ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 86000.00. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $ 0 ($100.00 if left blank).
   (b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction, each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

Arthur J Mitchell LLC	2/15/11		
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
	2/15/11		
BROKER	Date	BROKER	Date

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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Regarding my NSP purchase-

I understand that my offer to purchase will become part of the Alachua County Board of County Commissioners public record. My offer may be discussed at their open meetings.

02/15/2011

Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and Arthur L. Mitchell ("Buyer") for property located at: 3150 NE 12th Street, Gainesville, Florida 32609 (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

Arthur L Mitchell Jr 3-10-2011
Buyer Date

3/10/11
Broker Date

Seller

Chair
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

Approved at to Form, Alachua County Attorney

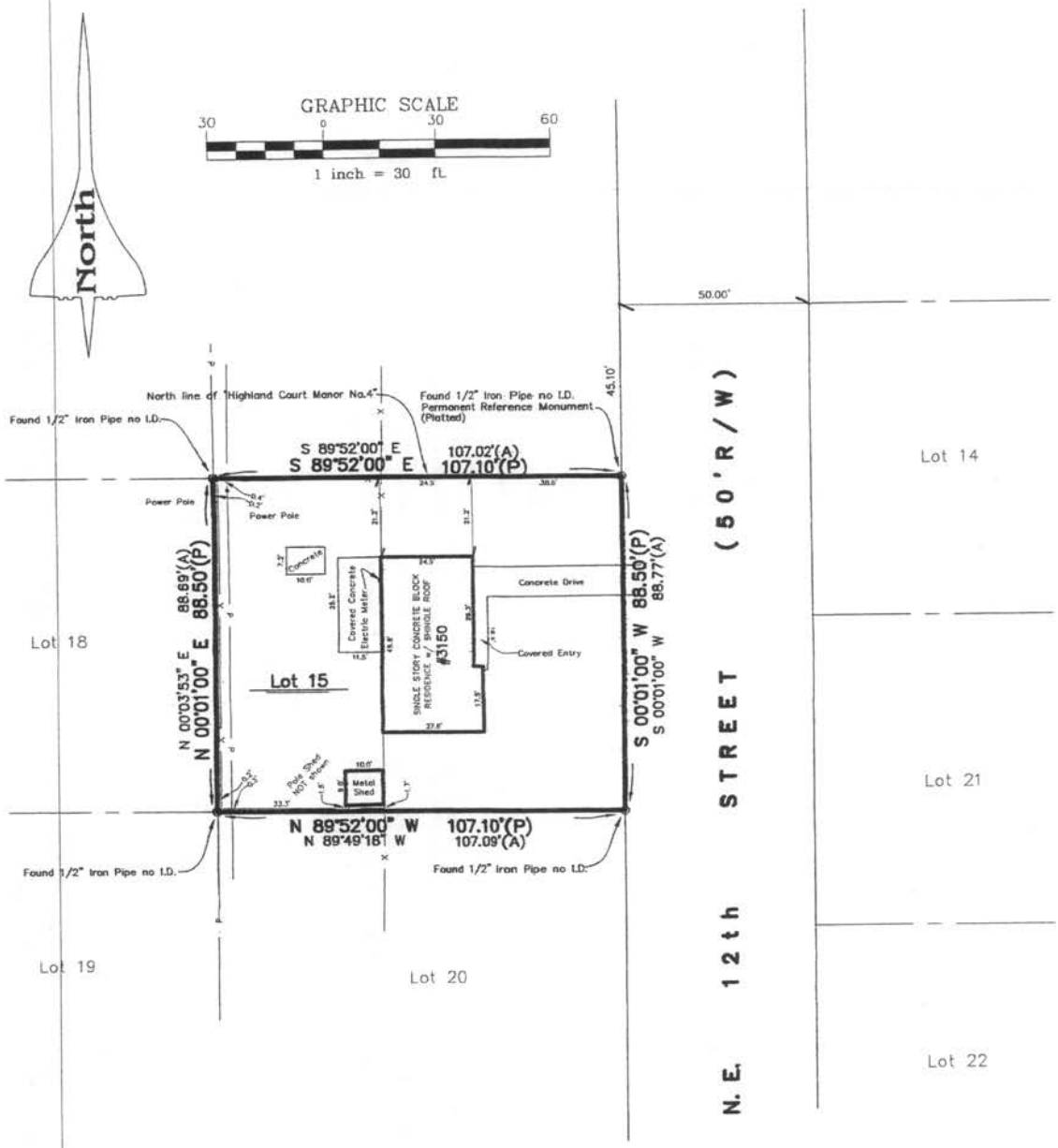
Attachment: Exhibit A, Survey

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

BOUNDARY SURVEY

DESCRIPTION:

Lot 15 of "HIGHLAND COURT MANOR UNIT NO. 4" as per plat thereof recorded in Plat Book F, Page 77 of the public records of Alachua County, Florida



SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in context with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

BY: _____ Date Signed: 04-21-10 DATE OF FIELD SURVEY: April 20, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon line in Flood Zones "X" as scaled from F.I.R.M. Panel No. 125107-0316-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the West R/W line of N.E. 12th Street being S 00°01'00" W, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement lie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N
Iron Corner	O
Concrete Monument	⊡
Power Line	P
Fence Line	X
Centerline	

Roger L. Mullins PSM
(352)473-9495 FAX(352)473-8328
305 Sylvan Way
Keystone Heights, Florida 32656

Project # D0410 Drawn By: RLM

PbO3 INCORPORATED ENVIRONMENTAL TESTING & SVC. CO.

Report No. AC-04-08-19-03

April 19, 2010

Client: Meridian
Community Services Group, Inc.
1206 NW 22nd Ave.
Gainesville, FL 32609

Re: Alachua County

Project: LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

According to your instructions PbO3 Environmental Testing & Service Co., Inc. has completed a LIMITED LEAD-BASED PAINT INSPECTION of the subject property. The following pages of this report contain the results of this Inspection.

This report is intended for the exclusive use of our client under the terms and conditions of our agreement. The findings are relevant to the conditions observed during the physical process of performing the Inspection. These findings should not be treated as absolute nor should they be relied upon to represent conditions at significantly later dates. Any other use, reuse, in whole or in part without the expressed written permission of PbO3 Environmental Testing & Service Co., Inc. is strictly forbidden.

PbO3 Environmental Testing & Service Co., Inc.

Dave Mederer
Risk Assessor

DBM/rmm

473 N. PINE MEADOW DR. SUITE 101 DeBARY, FL 32713 386.668.4545 Fax 386.668.4566

TABLE OF CONTENTS

Summary of Findings	3
Lead Testing Methods	6
Lead-Based Paint, X-Ray Fluorescence (XRF)	
Dust Wipes	
Soil	
Paint Chips	
Water	
Approximate Cost Estimates for Remediation	N/A
Appendix A Lead Survey Data Pages	11
Appendix B Lab Support Documents	N/A
Appendix C Photos & Drawings	17
Appendix D Lead Precautionary Procedures	18
Appendix E Common Terms for Components and Testing Layout	21
Appendix F Abatement Options	34

1. SUMMARY of FINDINGS

According to your instructions **PbO,** Environmental Testing & Service Co., Inc. of 473 N. Pine Meadow Drive DeBary, Florida has completed a LEAD-BASED PAINT INSPECTION of the subject property. The inspection was conducted on April 12, 2010. The Inspection was performed by Dave Mederer. Risk Assessor (certifications on file). This lead-based paint inspection did not include such items as water sampling, soils, mini blinds, lead dust analysis, furniture, bathroom and/or floor tile-except as noted in this report. **Ceramic Tile may be a Lead Containing Material such as that found in many Ceramic Tile glazes. Secondary Coverings such as drop ceilings, paneling, vinyl siding, wallpaper, furniture, clutter, etc. may conceal painted components, which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.**

The data in this report represents the entire scope of services for this Inspection. Conclusions drawn or opinions formed by others from this data are their own, and shall in no way obligate **PbO,** Environmental Testing & Service Co., Inc.

To the best of our knowledge and belief, the data contained herein is true and correct as represented. However, this should not be considered an undertaking where lead hazards are identified nor should any warranty, or guarantee, of suitability be assumed.

Summary of the Findings (less calibrations)

Test Method Performed	No. of Samples	No. **above** Action Level and/or **Positive**	No. **below** Action Level and/or **Negative**
X-ray Fluorescence	148	7	141

Results

The Lead Inspection of the subject property showed that ***LEAD-BASED PAINT*** (as defined in Title X of the 1992 Housing and Community Development Act - equal to or greater than ***1.0 mg/cm²***) ***was found*** in the following sample locations tested.

Interior

Reading No	COMPONENT	FEATURE	SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	Results	mg/cm^2
263	ROOF 1	SOFFIT	WOOD	WHITE	A	INTACT	#6 Screen Porch	Positive	1.2

Exterior

Reading No	COMPONENT	FEATURE	SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	Results	mg/cm^2
293	CEILING	1	WOOD	GREY	EXT A	DETERIORATED	PORCH	Positive	1.8
302	ROOF	FASCIA	WOOD	WHITE	ALL	DETERIORATED	EXTERIOR	Positive	1.8
303	ROOF	SOFFIT	WOOD	WHITE	ALL	DETERIORATED	EXTERIOR	Positive	1.8

Summary of Positives

- All Soffit
- All Fascia
- Porch Ceiling

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Conclusion

We can conclude that ***LEAD-BASED PAINT*** (as defined in Title X of the 1992 Housing and Community Development Act - equal to or greater than ***1.0 mg/cm²***) was detected.

Moreover Lead-Based Paint Hazards may develop via lead dust and deterioration of the paint.

Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards (Lead-Based Paint Hazard) if the paint is turned into dust by abrasion, scraping, or sanding (refer to XRF Results).

Lead-Based Paint Hazard: A condition in which exposure to lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established the EPA Administrator under Title IV of the toxic Substance Control Act). Lead-based paint hazards include for example, deteriorated lead-based paint, leaded dust levels above applicable standards, and bare leaded soils above applicable standards. Some painted surfaces may contain levels of lead below 1.0 mg/cm², which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. This report should be kept by the owner and all future owners for the life of the dwelling.

Recommendations (when lead based paints are found)

1. Perform Lead-Based Paint Risk Assessment
2. Develop a Hazard Control Plan if the lead-based painted components are to remain in place. The Hazard Control Plan would address the following options for Management in Place and/or Abatement:
   Paint Control. Prep surface, repaint and replace as necessary all distressed/deteriorated/cracked/peeling/chalking LBP components
   And/Or
   Encapsulating Paint where possible.
   And/Or
   Encasement with vinyl and/or aluminum
   And/Or
   Abate and replace all lead components-
   Or any combination of the above.
2. Thoroughly clean all flat or horizontal surfaces in the house and clean up all exterior paint debris - ground cover as necessary.
3. Clearance Sampling
4. Notify owner of the results of this inspection

" A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have information they need to protect their children form lead-based paint hazards" [1]

[1] *U.S. Department of Housing and Urban Development – "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing"- Chapter 7*

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

2. REPORT

Purpose

The purpose of this Inspection is to identify and determine the presence or absence of lead-based paint as defined by The U.S. Department Of Housing And Urban Development publication "The Guidelines For The Evaluation And Control Of Lead - Based Paint Hazards in Housing" June 1995. "The Guidelines" were developed pursuant to Section 1017 of Title X, the Residential Lead Based Paint Hazard Reduction Act of 1992, requiring the EPA to develop health- based standards for paint, dust, and soil.

Definition of "Lead - Based Paint Hazard"

Title X redefines the concept of "lead-based paint." Under prior Federal legislation, a lead-based paint was any paint with **1.0 mg/cm²** or more of lead, regardless of paint condition or location. Title X states that a lead-based paint hazard is "any condition that causes *exposure* to lead . . . that would result in adverse human health effects" from:

- Lead-contaminated dust
- Bare, lead-contaminated soil
- Lead-contaminated paint that is deteriorated or present on accessible surfaces, friction surfaces, or impact surfaces.

Title X acknowledges that some lead-based paint hazards are of more immediate concern than others. In these *Guidelines* the hazards considered to be of greatest immediate concern are those to which children are most exposed: lead-contaminated dust; deteriorated lead-based paint; and lead-contaminated soil if it is bare, accessible to young children, and/or likely to be blown or tracked into the dwelling. Also of concern is friction, chewable, and impact surfaces with intact lead-based paint. Friction surfaces are subject to abrasion and may generate lead-contaminated dust in the dwelling; chewable surfaces are protruding surfaces that are easily chewed on by young children; and impact surfaces may become deteriorated through forceful contact. Intact lead-based paint on flat surfaces not subject to abrasion, impact, or other disturbances, although of less concern, is still a potential hazard because the paint could deteriorate over time as a result of age, disturbance (through renovation and repair) or major casualty (such as fire, storms, and water leaks).

Lead - based paint is any paint, varnish, stain, or other applied coating that has 1 mg/cm² (or 5,000 parts per million) or more of lead. For the purposes of these *Guidelines* the terms "leaded paint" and "lead-containing paint" are synonymous with "lead-based paint".

A lead - based paint hazard may be interpreted by environmental sampling for lead dust. If lead dust samples collected by wipe sampling exceed the levels established by HUD, a lead - based paint hazard exists.

Lead Testing Methods

Lead-Based Paint, X-Ray Fluorescence (XRF)

XRF testing is performed to detect the presence of lead on painted surfaces. XRF testing is usually the preferred method of testing because it is non-destructive, quantitative and can be performed on the spot with acceptable accuracy. The results of the XRF testing is one of the major sources of gathering evidence for drawing conclusions and making recommendations in the final report.

PbO3 Inspectors follow the manufacturers suggested use and the Performance Characteristic Sheet of the XRF instrument being used. **PbO3** currently uses the NITON XL Spectrum Analyzer with automatic substrate correction, software downloading capabilities, 3/8-inch penetration capabilities, and many more sophisticated advantages.

In performing XRF testing all **PbO3** Inspectors follow the Department of Housing and Urban Developments federal guidelines for testing lead by using an XRF instrument. All state and city regulations are followed when applicable and in all cases the most stringent regulation is followed. **PbO3** Inspectors test one of each and every different type of accessible testing combination in each room being inspected or as described in our client services agreement. Testing procedures for XRF testing are usually performed from left to right by room and within each room left to right by component. The testing format is followed unless otherwise noted. Each XRF reading is assigned an exclusive reference number and a measurement that is stored in the instrument. Each reference number location is logged on the data sheets for future reference, testing location and report generation.

Current action levels for lead based paint testing using XRF vary from state to state. The federal level is currently 1.0 mg/cm2.

See Appendix A for LEAD PAINT INSPECTION REPORT DATA SHEETS for measurement, location, substrate, and surfaces tested.

Dust Wipes

Dust wipes are taken after the initial inspection (if applicable), to determine current levels of lead dust (Risk Assessment), during interim controls (regularly scheduled sampling), or after an abatement activity to determine the post abatement levels. Dust wipes are typically taken from three different places: Floor, Window Troughs and Windowsills. The lead dust levels will determine if a Lead Hazard exists and will help in the decision making process as to what forms of interim controls are needed.

Lead, like iron, oxidizes, though when iron oxidizes it forms rust, and when lead oxidizes it will form lead carbonate. Some people call the lead carbonate "chalking" of the lead. Inhaling or ingesting lead carbonate can be as dangerous as eating a lead paint chip. Most people are unaware that a small child does not have to eat paint chips to acquire an elevated blood lead level (EBL). The hand-to-mouth activity of a crawling child in an area with lead dust can induce Lead Poisoning. Lead dust problems can also place the occupants and participants at risk during *renovation* and/or *construction* activities.

PbO3 believes that high lead dust levels pose a greater health threat, than the mere presence of intact lead-based paint. Consequently, we strongly suggest regularly scheduled monitoring by lead dust wipes, until full abatement is completed.

Current Action Levels for lead in dust: *Floor* $\geq$*40 ug/ft²* *Window Sill* $\geq$*250 ug/ft2* *Troughs* $\geq$*400 ug/ft2*

Soil

Soil samples are usually taken after the initial inspection (if applicable), to determine the current level of lead in the soil and after any exterior abatement (includes pressure washing) or renovation activities have taken place. **PbO3** Inspectors take the soil samples from the side of a property and other areas of concern that are most likely to have a possible elevated lead level. A typical soil sample is collected by taking multiple spoonfuls of soil from one side of a piece of property typically along a straight line and a half-inch deep. By performing our sampling in this fashion we are acquiring a representative sample from a specific side of the property.
EPA recommends the following action levels for lead in soil.

	Action Level	
Children play areas	*Greater than 400 PPM*	*Interim controls*
Non-children play areas	*Greater than 2000 PPM*	*Interim controls*
All areas of exposed soil	*Greater than 5000 PPM*	*Permanent Barrier or Abatement*

Paint Chips

Paint chips are used for confirmation of lead based paint as part of an inspection (if applicable), or as a solution to inconclusive measurement recorded by the use of XRF testing. Paint chips are typically not taken unless absolutely necessary. Every time a paint chip is taken the painted surface must be disturbed, and this leaves the potential for additional lead contamination. When Paint chips are taken they are usually from non-conspicuous areas and tape is placed over the removed paint location. The paint chips are then sent to the laboratory for analysis.

Current action levels for lead in paint:
0.5% by weight or 5,000 PPM (parts per million) Weighted concentration
1.0 mg/cm2 Loading concentration (by XRF)

See summary results for chips, wipes, soil & water (if applicable).

Water

Water samples are collected to determine if lead is present the water system. Two water samples are usually collected, a first draw and a two-minute draw. The first draw is the first draw of the day; it allows for the longest duration of time to allow any sediment in the water lines to collect and typically, if lead is present in the system, gives the highest results. The second sample is drawn after the cold-water tap has been turned on for two minutes. The second draw allows the tap time to flush itself from any particles that might have accumulated while the line was dormant. By taking two samples **PbO3** Inspectors are better able to assess if there is possible water contamination due to lead and where it might be coming from. If the first draw is high and the second draw is low, it probably means that the lead is coming from the property's plumbing. If both samples produce high levels, the problem is probably coming from the municipal water lines or both.

Current action levels for lead in water:
15 to 20 ppb (parts per billion)

See summary results for chips, wipes, soil & water (if applicable).

Methodology Used

This Inspection has been conducted utilizing an established protocol. The protocol contains four components.

1. Perform a visual assessment of the subject property and paint condition.
2. Calibrate Niton XL XRF # 01972431LY
3. Test building components
   All room equivalents (e.g. room, house exterior, foyer, etc.) are tested. All testing combinations within each room equivalent are tested. All painted surfaces (surfaces coated with paint, shellac, varnish, stain, paint covered with wallpaper, or any other coating) are tested.

   At least one XRF reading on each testing combination in each room equivalent are tested. For walls, at least one reading on each wall in a room equivalent is tested.

   Certain building components that are adjacent to each other and not likely to have different painting histories can be grouped together into a single testing combination, as follows:

Window casings, stops, jambs and aprons are a single testing combination.

Interior window mullions and window sashes are a single testing combination – we do not group interior mullion and sashes with exterior mullions and sashes.

Exterior window mullions and window sashes are a single testing combination.

Door jambs, stops, transforms, casings, and other door frame parts are a single testing combination.

Door stiles, rails, panels, mullions, and other door parts are a single testing combination.

Baseboards and associated trim, (such as quarter-round or other caps) are a single testing combination (do not group chair rails, crown molding or walls with baseboards).

Painted electrical sockets, switches or plates can be grouped with walls.

Each of these building parts should be tested separately if there is some specific reason to believe that they have a different painting history. In most cases, separate testing will not be necessary.

Building Component Types – A building component type consists of doors, windows, walls, and so on that are repeated in more than one room equivalent in a unit and have a common substrate. If a unique building component is present in only one room, it is considered to be a testing combination. Each testing combination may be composed of more than one building component (such as two similar windows within a room equivalent). Component types can be located inside or outside the dwelling. For example, typical component types in a bedroom would be the ceiling, walls, a door and its casing, the window sash, window casings, and any other distinct surface such as baseboards, crown molding, and chair rails. If trends or patterns of lead-based paint classifications are found among building component types in different room equivalents, an inspection report may summarize results by building component type, as long as all measurements are included in the report. For example, the inspection may find that all doors and casings in a dwelling unit are positive.

4. A compilation of the findings of the Inspection into a report format, which is useable to the client.

APPROXIMATE COST ESTIMATES FOR REMEDIATION

The price estimates below are based on numerous assumptions and variables that are ever changing. The cost estimates are only estimates and should not be considered final and absolute costs to remediate the property inspected of any lead hazards found. **PbO3** estimates are based on average industry prices for the median cost option for various components. Dependent on the course of action the particular property uses to remediate, the price estimates may vary greatly from actual cost proposals.

Approximate abatement costs (per component):

Item Description	No. of Items	Cost per Item*	Total Cost
Remove &replace Window/per window		$ 400.00	$ -
Exterior Door/per door		$ 500.00	$ -
Interior Door/per door		$ 200.00	$ -
Exterior Siding/per Sq Ft		$ 5.00	$ -
Interior enclosure/per Sq Ft		$ 4.00	$ -
Exterior stripping/per Sq Ft		$ 9.00	$ -
Interior Stripping/per Sq Ft		$ 10.00	$ -
Replacement of molding/per LF		$ 6.00	$ -
Exterior encapsulation/Sq Ft		$ 4.50	$ -
Interior encapsulation/Sq Ft		$ 3.00	$ -
HEPA vacuuming/Sq Ft		$ 1.00	$ -
TSP or Ledizolv washing/Sq Ft		$ 1.00	$ -
			$ -
			$ -
			$ -
Total Estimated Costs			$ -

*Above pricing includes the cost of post abatement cleanups.

APPENDIX A

LEAD SURVEY DATA PAGES

When reviewing "Appendix A Lead Survey Data Pages" you will notice that the components tested are described using the letters A, B, C and D, under the "Surface" column, to designate the walls of the related room. When entering the room, the first wall that is in the same plain or closest to the street address of the property is considered to be "A-wall", "B-wall", "C-wall", and "D-wall" run clockwise.

Lead paint testing using XRF technology results are provided on the attached tables. Per this type of analytical methodology, XRF values tend to vary slightly for lead detected on the same surface, within the parameters of the instrumentation and the paint history of the testing combination. If a component is not shown on the data pages, the assumption should not be made that the particular component is lead safe. The only way to determine the presence of lead on a component is to have it tested.

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Reading No.	Time	Component	Feature		Substrate	Color	Side	Condition	Room	Site	Results	mg/cm^2
156	4/12/2010 18:14	CLOSET 10		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0.01
157	4/12/2010 18:15	CLOSET 11		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0.01
158	4/12/2010 18:15	CLOSET 12		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0.01
159	4/12/2010 18:15	CLOSET 13		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0
160	4/12/2010 18:15	WALL 5		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0.17
161	4/12/2010 18:16	CLOSET 1	DOOR		WOOD	STAIN	B	INTACT	1	3150NE12	Negative	0
162	4/12/2010 18:16	CLOSET 2	CASING		WOOD	STAIN	B	INTACT	1	3150NE12	Negative	0.01
163	4/12/2010 18:17	CLOSET 5	SHELF		WOOD	WHITE	B	INTACT	1	3150NE12	Negative	0
164	4/12/2010 18:17	CLOSET 6	SHELF		WOOD	WHITE	B	INTACT	1	3150NE12	Negative	0.01
165	4/12/2010 18:17	CLOSET 8	WALL		DRYWALL	WHITE	B	INTACT	1	3150NE12	Negative	0
166	4/12/2010 18:18	WALL 1		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0.01
167	4/12/2010 18:18	WALL 3		1	DRYWALL	WHITE	C	DETERIORATED	1	3150NE12	Negative	0.15
168	4/12/2010 18:19	WALL 3		1	DRYWALL	WHITE	C	DETERIORATED	1	3150NE12	Negative	0
169	4/12/2010 18:19	WALL 5		1	DRYWALL	WHITE	D	INTACT	1	3150NE12	Negative	0
170	4/12/2010 18:19	CEILING 1		1	DRYWALL	WHITE	A	INTACT	1	3150NE12	Negative	0
171	4/12/2010 18:20	BASEBOARD 1		1	WOOD	WHITE	A	INTACT	1	3150NE12	Negative	0.11
172	4/12/2010 18:20	DOOR 1		1	WOOD	STAIN	A	INTACT	1	3150NE12	Negative	0
173	4/12/2010 18:21	DOOR 3		1	WOOD	STAIN	A	INTACT	1	3150NE12	Negative	0.04
174	4/12/2010 18:21	DOOR 4		1	WOOD	STAIN	A	INTACT	1	3150NE12	Weak	0.02
175	4/12/2010 18:21	DOOR 5		1	WOOD	STAIN	A	INTACT	1	3150NE12	Negative	0.04
176	4/12/2010 18:21	DOOR 7	CASING		WOOD	STAIN	A	INTACT	1	3150NE12	Negative	0.01
177	4/12/2010 18:21	DOOR 8	CASING		WOOD	STAIN	A	INTACT	1	3150NE12	Negative	0.01
178	4/12/2010 18:22	DOOR 10	CASING		WOOD	WHITE	A	INTACT	1	3150NE12	Negative	0.01
179	4/12/2010 18:22	DOOR 11	CASING		WOOD	WHITE	A	INTACT	1	3150NE12	Negative	0.13
180	4/12/2010 18:22	DOOR 13	CASING		WOOD	GREY	A	INTACT	1	3150NE12	Negative	0.1
181	4/12/2010 18:22	DOOR 14	CASING		WOOD	GREY	A	INTACT	1	3150NE12	Negative	0.01
182	4/12/2010 18:23	DOOR 16	CASING		WOOD	PINK	A	INTACT	1	3150NE12	Negative	0.01
183	4/12/2010 18:23	DOOR 17	CASING		WOOD	PINK	A	INTACT	1	3150NE12	Negative	0.01
184	4/12/2010 18:23	DOOR 18	THOLD		CONCRETE	PINK	A	INTACT	1	3150NE12	Negative	0.02
185	4/12/2010 18:24	WALL		1	WOOD	RED	A	INTACT	2	3150NE12	Negative	0
186	4/12/2010 18:25	WALL 1		1	DRYWALL	RED	A	INTACT	2	3150NE12	Negative	0.01
187	4/12/2010 18:25	WALL 2		1	DRYWALL	RED	B	INTACT	2	3150NE12	Negative	0
188	4/12/2010 18:25	WALL 3		1	DRYWALL	RED	C	INTACT	2	3150NE12	Negative	0
189	4/12/2010 18:25	BASEBOARD 1		1	WOOD	RED	A	INTACT	2	3150NE12	Negative	0.01
190	4/12/2010 18:26	CEILING 1		1	DRYWALL	WHITE	A	INTACT	2	3150NE12	Negative	0
191	4/12/2010 18:26	DOOR 1		1	WOOD	WHITE	C	INTACT	2	3150NE12	Negative	0
192	4/12/2010 18:26	DOOR 2		1	WOOD	WHITE	C	INTACT	2	3150NE12	Negative	0
193	4/12/2010 18:27	DOOR 4	CASING		WOOD	WHITE	C	INTACT	2	3150NE12	Negative	0.01
194	4/12/2010 18:27	DOOR 5	CASING		WOOD	WHITE	C	INTACT	2	3150NE12	Negative	0.08
195	4/12/2010 18:27	DOOR 6	CASING		WOOD	WHITE	C	INTACT	2	3150NE12	Negative	0.01
196	4/12/2010 18:27	DOOR 8	CASING		WOOD	RED	C	INTACT	2	3150NE12	Negative	0.01

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Reading No.	Time	Component	Feature		Substrate	Color	Side	Condition		Room	Site	Results	mg/cm^2
197	4/12/2010 18:28	CLOSET 1	WALL		DRYWALL	WHITE	D	INTACT		1	3150NE12	Negative	0.05
198	4/12/2010 18:28	CLOSET 1	SHELF		WOOD	WHITE	D	INTACT		1	3150NE12	Negative	0.01
199	4/12/2010 18:28	CLOSET 1	SHELF		WOOD	WHITE	D	INTACT		1	3150NE12	Negative	0.05
200	4/12/2010 18:29	CLOSET 1	CASING		WOOD	WHITE	D	INTACT		1	3150NE12	Negative	0.05
201	4/12/2010 18:29	CLOSET 1	DOOR		WOOD	STAIN	D	INTACT		1	3150NE12	Negative	0
202	4/12/2010 18:30	WALL 3		1	DRYWALL	BLUE	A	INTACT		3	3150NE12	Negative	0.13
203	4/12/2010 18:30	WALL 3		1	DRYWALL	BLUE	B	INTACT		3	3150NE12	Negative	0
204	4/12/2010 18:30	WALL 3		1	DRYWALL	BLUE	C	INTACT		3	3150NE12	Negative	0.01
205	4/12/2010 18:31	WALL 4		1	DRYWALL	BLUE	D	INTACT		3	3150NE12	Negative	0.12
206	4/12/2010 18:31	CEILING 3		1	DRYWALL	WHITE	A	INTACT		3	3150NE12	Negative	0
207	4/12/2010 18:31	BASEBOARD 3		1	WOOD	BLUE	A	INTACT		3	3150NE12	Negative	0.03
208	4/12/2010 18:32	CLOSET 3	WALL		DRYWALL	WHITE	A	INTACT		3	3150NE12	Negative	0
209	4/12/2010 18:32	CLOSET 3	SHELF		WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0.01
210	4/12/2010 18:33	CLOSET 3	SHELF		WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0.01
211	4/12/2010 18:33	CLOSET 4	DOOR		WOOD	STAIN	A	INTACT		3	3150NE12	Negative	0
212	4/12/2010 18:33	DOOR 1		1	WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0
213	4/12/2010 18:33	DOOR 2		1	WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0
214	4/12/2010 18:34	DOOR 4	CASING		WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0.14
215	4/12/2010 18:34	DOOR 5	CASING		WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0.05
216	4/12/2010 18:34	DOOR 7	CASING		WOOD	WHITE	A	INTACT		3	3150NE12	Negative	0.1
217	4/12/2010 18:34	DOOR 8	CASING		WOOD	BLUE	A	INTACT		3	3150NE12	Negative	0.06
218	4/12/2010 18:35	WALL 1		1	W PAPER	WHITE	A	INTACT		4	3150NE12	Null	0.02
219	4/12/2010 18:36	WALL 1		1	W PAPER	WHITE	B	INTACT		4	3150NE12	Negative	0.02
220	4/12/2010 18:36	WALL 2		1	W PAPER	WHITE	B	INTACT		4	3150NE12	Negative	0.25
221	4/12/2010 18:36	WALL 3		1	W PAPER	WHITE	C	INTACT		4	3150NE12	Negative	0.21
222	4/12/2010 18:36	WALL 4		1	W PAPER	WHITE	D	INTACT		4	3150NE12	Negative	0.09
223	4/12/2010 18:37	CEILING 1		1	W PAPER	WHITE	A	INTACT		4	3150NE12	Null	0.01
224	4/12/2010 18:37	CEILING 2		1	W PAPER	WHITE	A	INTACT		4	3150NE12	Null	0
225	4/12/2010 18:37	CEILING 3		1	W PAPER	WHITE	A	INTACT		4	3150NE12	Negative	0
226	4/12/2010 18:37	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.18
227	4/12/2010 18:37	DOOR 1		1	WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0
228	4/12/2010 18:38	DOOR 2		1	WOOD	WHITE	A	INTACT		4	3150NE12	Null	0.09
229	4/12/2010 18:38	DOOR 3		1	WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0
230	4/12/2010 18:38	DOOR 5	CASING		WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.4
231	4/12/2010 18:38	DOOR 7	CASING		WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.05
232	4/12/2010 18:39	DOOR 8	CASING		WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.04
233	4/12/2010 18:39	DOOR 9	CASING		WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.11
234	4/12/2010 18:39	DOOR 11	CASING		WOOD	WHITE	A	INTACT		4	3150NE12	Negative	0.06
235	4/12/2010 18:40	WALL 1		1	DRYWALL	WHITE	A	INTACT		5	3150NE12	Negative	0
236	4/12/2010 18:40	WALL 2		1	DRYWALL	WHITE	B	INTACT		5	3150NE12	Negative	0.01
237	4/12/2010 18:40	WALL 3		1	DRYWALL	WHITE	C	INTACT		5	3150NE12	Negative	0
238	4/12/2010 18:41	WALL 5		1	WOOD	WHITE	D	INTACT		5	3150NE12	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Reading No.	Time	Component	Feature		Substrate	Color	Side	Condition		Room	Site	Results	mg/cm^2
239	4/12/2010 18:41	CEILING 3		1	DRYWALL	WHITE	A	INTACT		5	3150NE12	Negative	0
240	4/12/2010 18:42	BASEBOARD 3		1	WOOD	WHITE	A	INTACT		5	3150NE12	Negative	0.13
241	4/12/2010 18:42	CLOSET 1	WALL		DRYWALL	WHITE	A	INTACT		5	3150NE12	Negative	0
242	4/12/2010 18:42	CLOSET 1	SHELF		WOOD	WHITE	A	INTACT		5	3150NE12	Negative	0.05
243	4/12/2010 18:43	CLOSET 1	SHELF		WOOD	WHITE	A	INTACT		5	3150NE12	Negative	0.01
244	4/12/2010 18:43	CLOSET 1	CASING		WOOD	WHITE	A	INTACT		5	3150NE12	Negative	0.08
245	4/12/2010 18:44	DOOR 1		1	WOOD	STAIN	A	INTACT		5	3150NE12	Negative	0
246	4/12/2010 18:44	CABINET 1	DOOR		WOOD	STAIN	B	INTACT		5	3150NE12	Negative	0.08
247	4/12/2010 18:45	CABINET 3		1	WOOD	STAIN	B	INTACT		5	3150NE12	Negative	0.05
248	4/12/2010 18:45	CABINET 5	SHELF		WOOD	WHITE	B	INTACT		5	3150NE12	Negative	0.01
249	4/12/2010 18:47	WALL 1		1	BLOCK	GREY	A	INTACT		6	3150NE12	Negative	0
250	4/12/2010 18:47	WALL 1		1	WOOD	WHITE	A	INTACT		6	3150NE12	Negative	0
251	4/12/2010 18:47	WALL 2		1	WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
252	4/12/2010 18:48	WALL 4		1	WOOD	WHITE	D	INTACT		6	3150NE12	Negative	0
253	4/12/2010 18:48	DOOR 1		1	WOOD	GREY	A	INTACT		6	3150NE12	Negative	0
254	4/12/2010 18:49	DOOR 9	CASING		WOOD	GREY	A	INTACT		6	3150NE12	Negative	0.1
255	4/12/2010 18:49	WINDOW 1	SILL		CONCRETE	GREY	A	INTACT		6	3150NE12	Negative	0.02
256	4/12/2010 18:50	FLOOR 1		1	CONCRETE	GREY	A	INTACT		6	3150NE12	Negative	0
257	4/12/2010 18:50	WINDOW 1	CASING		WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
258	4/12/2010 18:50	WINDOW 2	CASING		WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
259	4/12/2010 18:51	DOOR 1	CASING		WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
260	4/12/2010 18:51	DOOR 2	CASING		WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
261	4/12/2010 18:51	BASEBOARD 1		1	WOOD	WHITE	B	INTACT		6	3150NE12	Negative	0
262	4/12/2010 18:52	PIPE 1		1	METAL	GREY	A	INTACT		6	3150NE12	Negative	0.09
263	4/12/2010 18:53	ROOF 1	SOFFIT		WOOD	WHITE	A	INTACT		6	3150NE12	Positive	1.2
264	4/12/2010 18:54	ROOF 1	FASCIA		WOOD	WHITE	A	INTACT		6	3150NE12	Null	0
265	4/12/2010 18:54	ROOF 4	FASCIA		WOOD	WHITE	A	INTACT		6	3150NE12	Negative	0
266	4/12/2010 18:55	WALL 1		1	DRYWALL	WHITE	A	DETERIORATED		7	3150NE12	Negative	0.01
267	4/12/2010 18:55	WALL 2		1	DRYWALL	WHITE	B	DETERIORATED		7	3150NE12	Negative	0
268	4/12/2010 18:56	WALL 3		1	DRYWALL	WHITE	C	DETERIORATED		7	3150NE12	Negative	0
269	4/12/2010 18:56	WALL 5		1	DRYWALL	WHITE	D	DETERIORATED		7	3150NE12	Negative	0
270	4/12/2010 18:56	CEILING 1		1	DRYWALL	WHITE	A	DETERIORATED		7	3150NE12	Negative	0
271	4/12/2010 18:57	WALL 2		1	CONCRETE	WHITE	B	DETERIORATED		7	3150NE12	Negative	0
272	4/12/2010 18:58	DOOR 1		1	WOOD	WHITE	B	DETERIORATED		7	3150NE12	Negative	0.02
273	4/12/2010 18:58	DOOR 3		1	WOOD	WHITE	B	DETERIORATED		7	3150NE12	Negative	0
274	4/12/2010 18:58	DOOR 4	CASING		WOOD	WHITE	B	DETERIORATED		7	3150NE12	Negative	0
275	4/12/2010 18:59	DOOR 5	CASING		WOOD	WHITE	B	DETERIORATED		7	3150NE12	Negative	0.01
276	4/12/2010 18:59	DOOR 8	CASING		WOOD	WHITE	B	DETERIORATED		7	3150NE12	Null	0.01
277	4/12/2010 18:59	DOOR 7	CASING		WOOD	WHITE	B	DETERIORATED		7	3150NE12	Negative	0
278	4/12/2010 18:59	DOOR 1	CASING		WOOD	STAIN	C	DETERIORATED		7	3150NE12	Negative	0
279	4/12/2010 19:00	DOOR 3		1	WOOD	STAIN	C	DETERIORATED		7	3150NE12	Negative	0.01
280	4/12/2010 19:00	WALL 1	SHELF		WOOD	WHITE	A	DETERIORATED		7	3150NE12	Negative	0.02

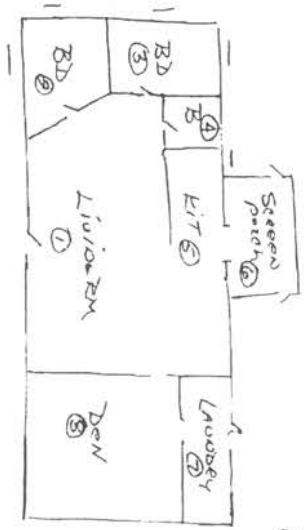
Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
181	4/13/2010 19:02	WALL 1		1	DRYWALL	WHITE	A	DETERIORATED	K	3150NE12	Negative	0
182	4/13/2010 19:02	WALL 2		1	DRYWALL	WHITE	B	DETERIORATED	K	3150NE12	Negative	0.01
183	4/13/2010 19:02	WALL 3		1	DRYWALL	WHITE	C	DETERIORATED	K	3150NE12	Negative	0
184	4/13/2010 19:02	WALL 4		1	DRYWALL	WHITE	D	DETERIORATED	K	3150NE12	Negative	0
185	4/13/2010 19:03	CEILING 1		1	DRYWALL	WHITE	A	DETERIORATED	K	3150NE12	Negative	0
186	4/13/2010 19:03	BASEBOARD 1		1	WOOD	WHITE	A	DETERIORATED	K	3150NE12	Negative	0
187	4/13/2010 19:03	CLOSET 1	WALL		DRYWALL	WHITE	D	DETERIORATED	K	3150NE12	Null	0
188	4/13/2010 19:04	CLOSET 2	WALL		DRYWALL	WHITE	D	DETERIORATED	K	3150NE12	Negative	0
189	4/13/2010 19:05	WALL 1		1	WOOD	PINK	EXT A	DETERIORATED	EXTERIOR	3150NE12	Negative	0.04
190	4/13/2010 19:05	WINDOW 1	CASING		WOOD	PINK	EXT A	DETERIORATED	EXTERIOR	3150NE12	Negative	0.03
191	4/13/2010 19:05	WINDOW 1	SILL		WOOD	PINK	EXT A	DETERIORATED	EXTERIOR	3150NE12	Negative	0.07
192	4/13/2010 19:06	WALL 1		1	BLOCK	GREY	EXT A	DETERIORATED	EXTERIOR	3150NE12	Negative	0
193	4/13/2010 19:07	CEILING 1		1	WOOD	GREY	EXT A	DETERIORATED	PORCH	3150NE12	Positive	1.4
194	4/13/2010 19:07	CEILING 1		1	WOOD	GREY	EXT A	DETERIORATED	PORCH	3150NE12	Positive	1.1
195	4/13/2010 19:08	ROOF	SOFFIT		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Null	1.5
196	4/13/2010 19:08	ROOF	SOFFIT		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Positive	2.1
197	4/13/2010 19:09	ROOF	FASCIA		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Null	0.9
198	4/13/2010 19:09	ROOF	FASCIA		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Null	1.1
199	4/13/2010 19:10	ROOF	FASCIA		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Null	1.1
200	4/13/2010 19:11	ROOF	FASCIA		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Null	1.1
201	4/13/2010 19:11	ROOF	FASCIA		WOOD	WHITE	EXT A	DETERIORATED	EXTERIOR	3150NE12	Positive	1.4
202	4/13/2010 19:12	ROOF	FASCIA		WOOD	WHITE	ALL	DETERIORATED	EXTERIOR	3150NE12	Positive	1.8
203	4/13/2010 19:13	ROOF	SOFFIT		WOOD	WHITE	ALL	DETERIORATED	EXTERIOR	3150NE12	Positive	1.4
204	4/13/2010 19:14	WALL 1		1	BLOCK	GREY	EXT B	DETERIORATED	EXTERIOR	3150NE12	Negative	0
205	4/13/2010 19:14	WINDOW 1	SILL		BLOCK	GREY	EXT B	DETERIORATED	EXTERIOR	3150NE12	Negative	0
206	4/13/2010 19:15	GABLE 1	WALL		WOOD	PINK	EXT B	DETERIORATED	EXTERIOR	3150NE12	Negative	0.03
207	4/13/2010 19:16	GABLE 1	WALL		WOOD	PINK	EXT D	DETERIORATED	EXTERIOR	3150NE12	Negative	0.05
208	4/13/2010 19:16	WALL 1		1	WOOD	PINK	EXT D	DETERIORATED	EXTERIOR	3150NE12	Negative	0.22
209	4/13/2010 19:17	WALL 1		1	BLOCK	GREY	EXT D	DETERIORATED	EXTERIOR	3150NE12	Negative	0.01
210	4/13/2010 19:17	WALL 1	CASING		BLOCK	PINK	EXT D	DETERIORATED	EXTERIOR	3150NE12	Null	0.01
211	4/13/2010 19:17	WALL 1	CASING		BLOCK	PINK	EXT D	DETERIORATED	EXTERIOR	3150NE12	Negative	0.13
212	4/13/2010 19:18	WALL 1		1	WOOD	WHITE	EXT D	DETERIORATED	EXTERIOR	3150NE12	Negative	0
213	4/13/2010 19:18	WALL 1		1	WOOD	WHITE	EXT C	DETERIORATED	EXTERIOR	3150NE12	Negative	0
214	4/13/2010 19:18	WALL 1		1	BLOCK	GREY	EXT C	DETERIORATED	EXTERIOR	3150NE12	Negative	0
215	4/13/2010 19:20	CALIBRATE 1									Positive	1
216	4/13/2010 19:21	CALIBRATE 2		1	BLOCK	GREY	EXT C	DETERIORATED	EXTERIOR	3150NE12	Negative	0.02
217	4/13/2010 19:21	CALIBRATE 4									Positive	1.1

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

APPENDIX B
LABORATORY RESULTS

APPENDIX C

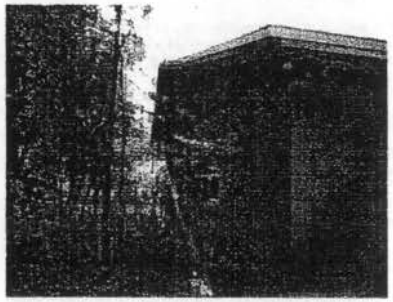
PHOTOS & DRAWINGS



3150 NE 12th ST.
Gainesville, FL

IMGP2575.JPG

IMGP2576.JPG



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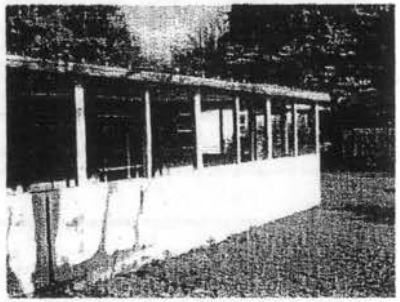
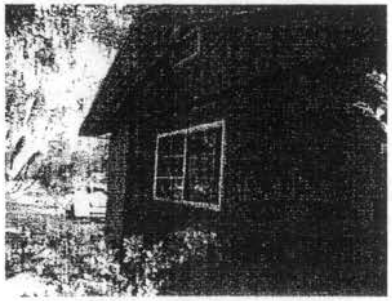


IMGP2578.JPG



IMGP2579.JPG

APPENDIX D

LEAD PRECAUTIONARY PROCEDURES

CONTROLLING LEAD DUST LEVELS

Lead painted surfaces that are renovated or in disrepair can release hazardous lead dust. ***PbO3*** advises that abatement and cleanup measures specified in the HUD Guidelines be employed where lead surfaces are disturbed and prior to re-occupancy of affected areas. In such cases, clean-up procedures should be performed by a contractor who can commit to conformance with the HUD Guidelines and Clearance requirements. Lead dust sampling conducted after the abatement will verify the effectiveness of the clean-up measures.

The wipe samples are than analyzed by a laboratory which is approved and accredited by professional organizations to analyze environmental samples for the presence of lead.

MAINTENANCE OF LEAD PAINTED SURFACES

This discussion relates to intact lead painted surfaces.

Government authorities now recognize that even intact lead painted surfaces pose a health risk and should be abated (covered or removed). Accordingly, it is recommended that any lead painted surfaces (particularly surfaces such as protruding window sills and door stops which children are likely to come into contact with) should be properly abated.

In the absence of full removal or covering of lead paint with impermeable barriers (e.g. sheet rock, encapsulants), it is advisable that a primer and several layers of high quality paint be applied over intact lead painted surfaces. The following program of inspecting and maintaining such intact painted surfaces can lower the risk of lead dust hazards from lead painted surfaces in a home or work environment.

1. **Avoid any activities that disturb lead-painted surfaces. Even chemical stripping of lead-based paint will generate lead dust.**
2. **Wet wipe surfaces with water containing a detergent called LEDIZOLV (non-TSP biodegradable, metal ionizing lead detergent), with a frequency sufficient to prevent accumulation of dust.**
3. **Frequently survey lead painted surfaces to ensure that they are intact. Problematic surfaces should be abated in conformance with HUD regulations and by a trained professional.**
4. **Avoid the use of regular vacuum cleaners on debris that may contain lead dust. Use of high efficiency particulate air (HEPA) vacuums is recommended, with a frequency sufficient to prevent accumulation of dust. Note: Changing HEPA filters requires that special safety and health precautions be followed.**
5. **Monitor activities of young children. Prevent them from coming into contact with lead painted surfaced as much as possible and regularly wash their hands (especially before they handle food).**
6. **Determine children's blood lead levels, at a frequency prescribed by a physician who specializes in lead poisoning. In cases where concern is raised about potential exposure to lead, *PbO3* recommends that concerned parties have blood levels analyzed by an OSHA-approved laboratory, and that the results be interpreted by a physician. We recommend routine blood lead testing of children under the age of six.**

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3150 NE 15th Street
Gainesville, FL

PbO3 has provided general information on reducing the risk of lead poisoning in both residential and commercial spaces. Detailed Information on avoiding and/or treating lead poisoning can be obtained without cost from: The National Center for Education in Maternal and Child Health, 38th and R Street, NW, Washington D.C. 20057, phone (703) 524-7802.

Please call the ***PbO3*** if you have any questions regarding this report, ***(386) 668-4545***.

Additional proposals and consulting services are available from *PbO3*.

APPENDIX E

COMMON TERMS FOR COMPONENTS AND TESTING LAYOUT

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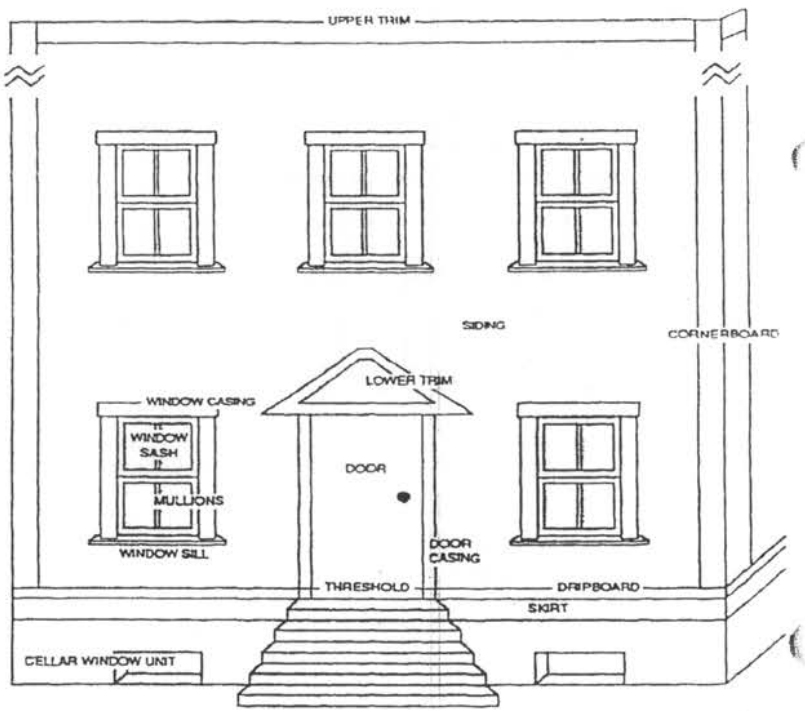

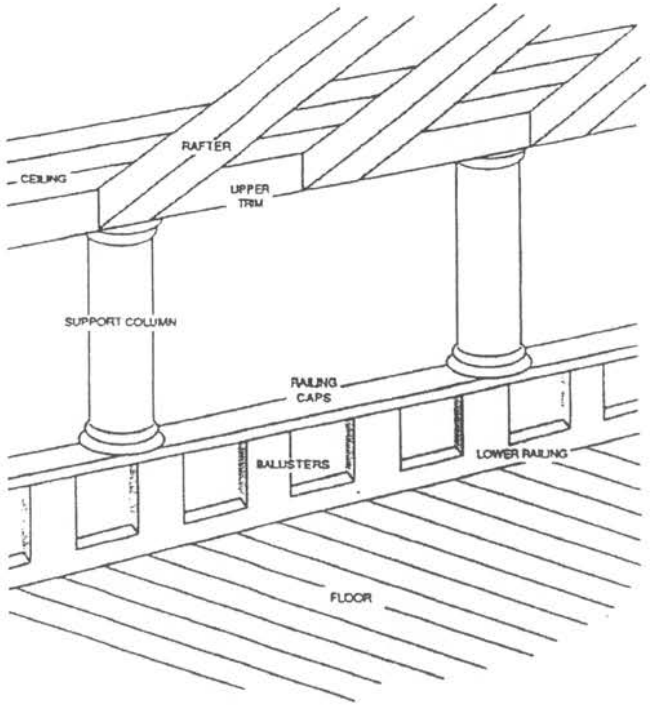

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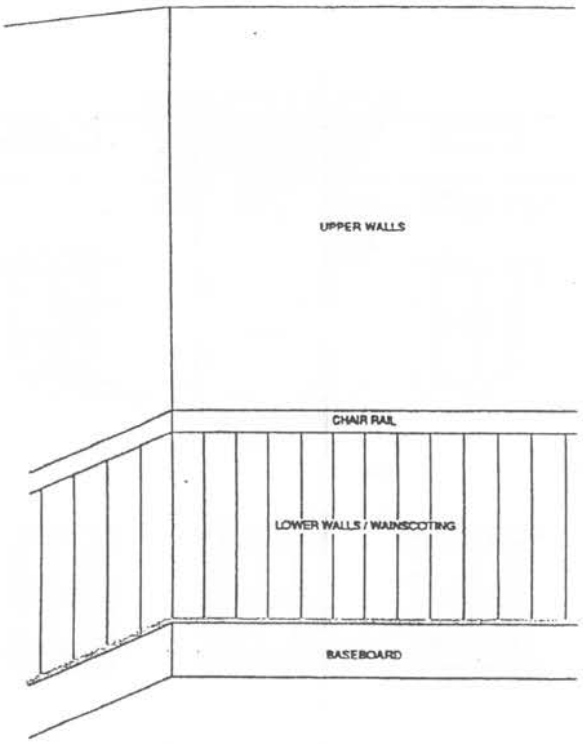
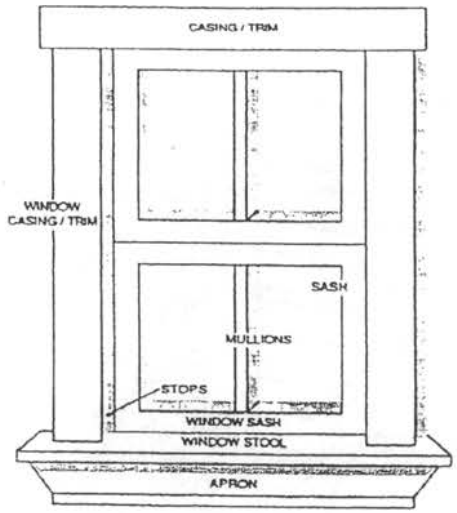
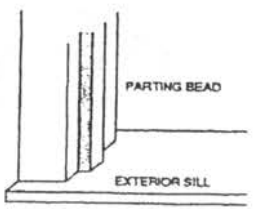
3150 NE 15th Street
Gainesville, FL



INSIDE VIEW





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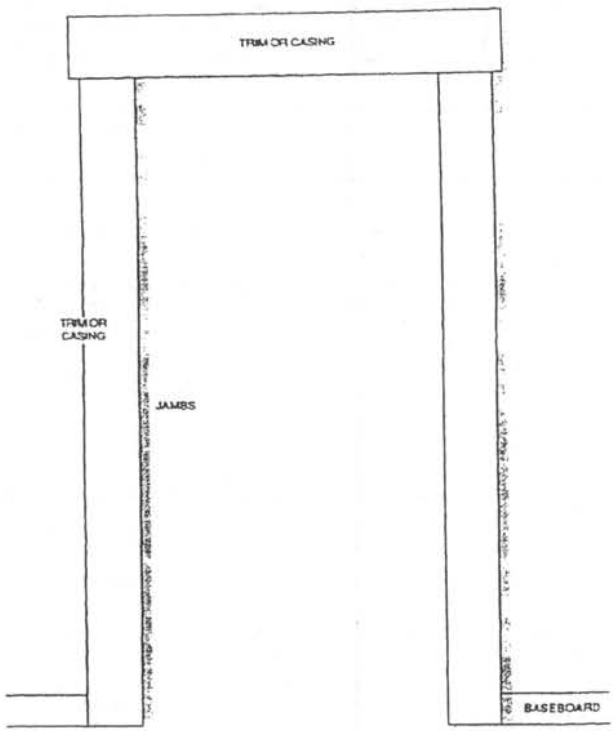

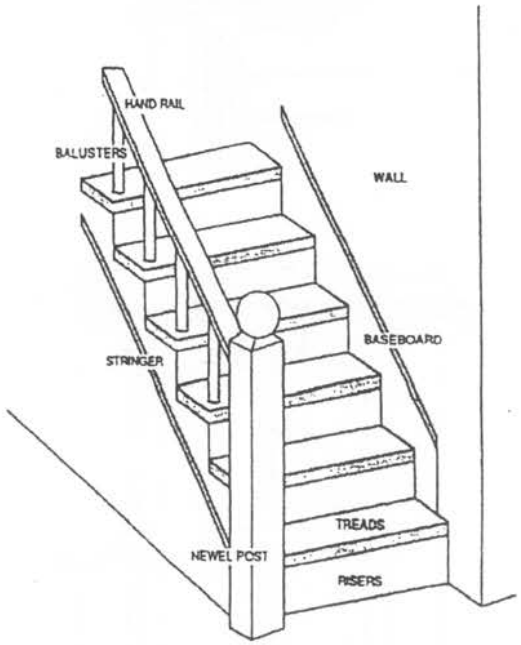

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Glossary

Abatement: A measure designed to permanently eliminate lead-based paint hazards according to standards established by the Environmental Protection Agency (EPA) Administrator, pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include the removal of lead-based paint, its enclosure, its encapsulation with a product shown to meet established or recognized standards pursuant to Title IV of TSCA, replacement of building components coated by lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of a durable covering—not grass or sod, which are considered interim control measures—on top of the soil, as well as preparation, cleanup, disposal, post-abatement clearance testing, recordkeeping, and, if applicable, monitoring.

Accessible surface: Any interior or exterior surface such as sills and protruding surfaces that a young child can mouth or chew.

Action Level: the defining limit for a required regulatory response

Bare soil: Soil not covered with grass, sod, or some other similar vegetation. Bare soil includes sand (for example, the sand in sandboxes).

Base substrate: The building material beneath the lead-based paint film. The material may be plaster, wood, brick, or metal.

Biological monitoring: The analysis of blood, urine, or both to determine the level of lead contamination in the body. Blood lead levels are expressed in micrograms of lead per one-tenth of a liter of blood (a deciliter), or µg/dL.

Building component: Any part of a building coated with paint.

Certified: The designation for contractors who have completed training and other requirements to allow them to safely undertake risk assessments, inspections, and abatement work. Risk assessors, lead-based paint inspectors, and abatement contractors should be certified by the appropriate State or Federal agency.

Chalking: The photo-oxidation of paint binders—usually due to weathering—which causes a powder to form on the film surface.

Chewed surface: Any painted surface that shows evidence of having been chewed or mouthed by a young child. A chewed surface is usually a protruding, horizontal part of a building, such as an interior window sill.

Cleaning: The process of using a HEPA vacuum and wet cleaning agents to remove leaded dust; the process includes the removal of bulk debris from the work area. OSHA prohibits the use of compressed air to blow lead-contaminated dust off a surface.

Clearance examination: Visual examination and collection of environmental samples by an inspector technician or risk assessor and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or maintenance job that disturbs lead-based paint (or paint suspected of being lead-based paint). The examination is done to assure that lead exposure levels do not exceed standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act and that any cleaning following such work adequately meets those standards.

Common area: A room or area that is accessible to all residents in a community (for example, a hallway or a lobby); in general, any area not kept locked.

Compliance plan: A document that describes the tasks, workers, protective measures, and tools and other materials that may be used in lead-based paint hazard control to comply with the OSHA Lead in Construction Standard.

Containment: A process to protect workers and the environment by controlling exposures to lead-contaminated dust and debris created during abatement. See **Worksite preparation level**.

Detection limit: The minimum amount of a substance that can be reliably measured by a particular method.

Deteriorated lead-based paint: Interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate, or lead-based paint on a damaged or deteriorated surface or fixture.

Dust removal: A form of interim control that involves initial cleaning intervention followed by periodic monitoring and recleaning, as needed. Depending on the degree of lead-based paint hazards, dust removal may be the primary activity or
just one element of a broader effort that addresses lead-based paint hazards.

Elevated Blood Lead level (EBL): In children, any blood lead level greater than 10 µg/Dl; in adults, any blood lead level greater than 25 µg/dL, as determined by the U.S. Centers for Disease Control and Prevention.

Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between the lead-based paint and the environment.

Evaluation: Risk assessment, paint inspection, or both.

Exterior work area: Any area such as a porch, stairway, or siding outside a building during lead-based paint hazard control work. This area includes a safety perimeter and access barriers.

Friction surface: Any interior or exterior surface, such as windows or stair treads, that is subject to abrasion or friction.

Hazardous waste: As defined in EPA Regulations (40 CFR 261.3), the term *hazardous waste* means solid waste or a combination of solid wastes that because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or significantly contribute to increases in mortality or serious and irreversible or incapacitating but reversible illnesses or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions: (1) exhibits a characteristic of hazardous waste (40 CFR Sections 261.20 through 262.24); (2) has been listed as hazardous (40 CFR Section 261.31 through 261.33); (3) is a mixture containing a listed hazardous waste and a nonhazardous solid waste, unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste; and (4) is not excluded from regulation as hazardous waste. For the waste produced in lead-based paint abatement, hazardous waste is waste that contains more than 5 ppm of leachable lead as determined by the TCLP Test, or waste that is corrosive, ignitable, or reactive and is not otherwise excluded.

High-Efficiency Particulate Air (HEPA) filter: A filter capable of removing particles of 0.3 microns or larger from air at 99.97 percent or greater efficiency.

High phosphate detergent: See **Trisodium phosphate detergent**.

Impact surface: An interior or exterior surface such as those on doors and door jambs subject to damage by repeated impacts.

Interim controls: A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring levels of lead exposures by owners and reevaluation by

professionals is an integral element of interim controls. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surface, and installation of soil coverings, such as grass or sod, or land-use controls.

Interior window sill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed; often called the window stool.

Intermediate controls: Coatings or rigid materials such as encapsulants and floor tiles that prevent lead-based paint from causing excessive lead exposures and that rely on adhesion to the existing paint film for their durability.

Lead: Lead includes metallic lead and inorganic and organic compounds of lead.

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm² as measured by x-ray fluorescence detector or laboratory analysis, or 0.5 percent by weight (5,000 µg/g, 5,000 ppm, or 5,000 mg/kg) by laboratory analysis. (Local definitions may differ). Lead-based paint means paint of other surface coatings that contain lead equal to or greater than 1.0 mg/cm² or .05 percent by weight. Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper that covers painted surfaces.

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or from lead-based paint that has deteriorated or coats accessible, friction, or impact surfaces would result in adverse human health effects, as established by the EPA Administrator under Title IV of the Toxic Substances Control Act.

Lead-based paint hazard control: Activities to control and eliminate lead-based paint hazards, including interim controls, intermediate controls, abatement, and complete removal.

Lead carbonate: A pigment used in some lead-based paint as a hiding agent; also known as white lead.

Lead-contaminated dust: Surface dust in residences that contains an area or mass concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. Until the EPA standards are set

Lead-contaminated soil: Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The interim HUD recommendation is 400 µg/g in high-contact play areas, and 2,000 ppm in other bare areas of the yard. Soil above 5,000 µg/g should be abated by removal or paving.

Lead hazard screen: A means of determining whether residences in good condition built between 1960 and 1978 should have a full risk assessment using dust sampling and visual survey.

Lead loading: The mass of lead in a given surface area on a substrate. Lead loading is typically measured in units of milligrams per square centimeter (mg/cm^2). It is also called area concentration.

Lead-poisoned child: A child with a single blood lead level measurement of 20 µg/dL or 15 µg/dL or greater for two measurements taken at least one month apart.

Maintenance: Work to maintain adequate living conditions in a dwelling that may disturb lead-based paint or paint that is suspected to be lead-based paint.

Method detection limit (MDL): The minimum concentration of an analyte that, in a given matrix and by using a specific method, has a 99-percent probability of being identified, qualitatively or quantitatively measured, and reported to be greater than zero.

mg: Milligram; one-thousandth of a gram; a unit of weight.

Monitoring: Surveillance on a continuing basis by a property owner of lead-based paint hazard control measures implemented on a property. In contrast, reevaluation is the visual examination and environmental sampling conducted by a certified risk assessor or certified inspector of target housing units that have undergone abatement or interim control interventions (and clearance tests) to determine if lead-based paint hazards have reappeared. Monitoring *and* reevaluations are needed for interim controls, intermediate controls or encapsulation, and enclosure.

Multifamily housing: Housing that has more than one dwelling unit in one location.

Offsite paint removal: The process of removing a component of a building and stripping the paint from the component at a paint-stripping facility.

Oxidation: A chemical reaction that occurs upon exposure to oxygen. Some coatings cure by oxidation; oxygen enters the liquid coating and crosslinks (attaches) the resin molecules. This film-forming method is also called Air Cure or Air Dry. Oxidation also causes rust to form on metals and paint to chalk.

Paint film stabilization: The process of wet scraping, priming, and repainting deteriorated lead-based paint in a dwelling; the process includes cleanup and clearance.

Paint removal: A strategy of abatement that entails removing lead-based paint from surfaces. For lead-hazard control work this can mean using chemicals, heat guns that produce temperatures below 1100°F, and certain contained abrasive methods but not by open flame burning, open abrasive blasting, sandblasting, water blasting, or extensive dry scraping. (Methylene chloride paint removers are also not recommended.)

Personal Protective Equipment (PPE): Equipment for protecting the eyes, face, head, and/or extremities, including protective clothing, respiratory devices and protective shields when hazards capable of causing bodily injury or impairment are encountered.

Precision: The degree to which a set of observations or measurements of the same property, usually obtained under similar conditions, conform to themselves; a data quality indicator. Precision is usually expressed in either absolute or relative terms as standard deviation, variance, or range.

Reevaluation: In lead hazard control work, a visual assessment and collection of environmental samples by a certified risk assessor or certified inspector technician to determine if a lead-based paint hazard control measure that has been implemented is still effective and if the dwelling is still lead-safe.

Renovation: Work that involves construction and home or building improvement measures such as window replacement, weatherization, remodeling, and repainting.

Replacement: A strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint, such as windows, doors, and trim, and the installation of new components free of lead-based paint.

Risk assessment: An onsite investigation of a residential dwelling for lead-based paint hazards. Risk assessment includes investigating the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of child-bearing age who are residents; conducting a visual assessment; performing limited environmental sampling, such as dust wipe samples, soil samples, and deteriorated paint samples; and reporting the results that identify acceptable abatement and interim control strategies based on specific conditions and the owner's capabilities for controlling identified lead-based paint hazards.

Risk assessor: A certified individual who has completed training from an accredited training program and who has been certified to (1) perform risk assessments; (2) identify acceptable abatement and interim control strategies for reducing identified lead-based paint hazards (3) perform clearance testing and reevaluations; and (4) document the successful completion of lead-based paint hazard control activities.

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Room equivalent: A room equivalent is an identifiable part of a residence, such as a room, a house exterior, a foyer, staircase, hallway, or an exterior area (exterior areas contain items such as play areas painted swing sets, painted sandboxes, etc.). Closets or other similar areas adjoining rooms should not be considered as separate room equivalents unless they are obviously dissimilar form the adjoining room equivalent. Most closets are not separate room equivalents. Exteriors should be included in all inspections. An individual side of an exterior is not considered to be a separate room equivalent, unless there is visual or other evidence that its paint history is different from that of the other sides. All sides of a building (typically two for row houses or four for freestanding houses) are generally treated as a single room equivalent if the paint history appears to be similar. For multifamily developments or apartment buildings, common areas and exterior sites are treated as separate types of units, not as room equivalents.

Solid waste: As defined in the Resource Conservation and Recovery Act, the term *solid waste* means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. The term does not include solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under the Clean Water Act, nor does the term include special nuclear or byproduct material as defined by the Atomic Energy Act of 1954.

Substrate: A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall. The substrate is the material underneath the paint. Substrates should be classified into one of six types: brick, concrete, drywall, metal, plaster or wood. These substrates cover almost all building materials that are painted and are linked to those used in the *XRF Performance Characteristics Sheets*. For example, the concrete substrate type includes poured concrete, pr-cast concrete and concrete block.

If a painted substrate is encountered that is different from the substrate categories shown or the *XRF Performance Characteristic Sheet*, select the substrate type that is most similar in density and composition to the substrate being tested. For example, for painted glass substrates, an inspector should select the concrete substrate, because it has about the same density (2.5 g/cm^3) and because the major element in both is silicon.

For components that have layers of different substrates, such as plaster over concrete, the substrate immediately adjacent to (underneath) the painted surface should be used. For example, plaster over concrete block is recorded as plaster.

Testing combination: A testing combination is a unique combination of room equivalents, building component type, and substrate. Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing combination. The following are some common component types that could make up distinct testing combinations within room equivalents:

Air conditioners	Fireplaces	Balustrades	Lattice Work
Floors	Baseboards	Handrails	Walls
Bathroom Vanities	Newel Posts	Beams	Siding
Cabinets	Radiators	Ceilings	Crown Molding Window
Shelf Supports	Chair Rails	Shelves	Window Sashes and Trim
Columns	Stair Stringers	Countertops	Swing Sets and other Play Equipment
Stair Treads/Risers	Stools and Aprons	Doors and Trim	

Toxicity Characteristic Leaching Procedure (TCLP): A laboratory test method to determine if excessive levels of lead or other hazardous materials could leach into groundwater; usually used to determine by its toxicity characteristic if the waste is hazardous.

Treatment: In lead-based paint hazard control, a method designed to control lead-based paint hazards. Treatment includes interim controls, intermediate methods, abatement, and full removal. Hazardous waste treatment is a method.

technique, or process, including neutralization, that is designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize it, render it nonhazardous or less hazardous, recover it, make it safer to transport, store, or dispose, or allow for easier recovery, storage, or volume reduction.

Trisodium Phosphate (TSP) detergent: Detergent that contains at least 5 percent trisodium phosphate.

µg (or ug): Micrograms. The prefix micro- means 1/1,000,000 (or one-millionth). A microgram is 1/1,000,000 of a gram and 1/1,000 of a milligram. A microgram is equal to about 35/1,000,000,000 (thirty-five billionths) of an ounce. An ounce is equal to 28,400,000 µg.

White lead: A white pigment; usually lead carbonate.

Worker: An individual who has completed training in an accredited program to perform lead-based abatement in target housing.

Worksite: A hallway, room or group of rooms, or exterior where a lead-based paint hazard control measure takes place.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm^2) using the principle of x-ray fluorescence (XRF). Two types of XRF analyzers are used, direct readers and spectrum analyzers. In these *Guidelines*, the term XRF analyzer refers to portable instruments manufactured to analyze paint only, and does not refer to laboratory-grade units or portable instruments designed to analyze soil.

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

APPENDIX F
ABATEMENT OPTIONS

There are different options available for abatement activities depending on what the source of lead is. As the report states, lead can enter the environment commonly from four different avenues: paint, water, soil and dust. Each option has it's own cost benefits associated with it. Any one option can be used or, in most cases, a combination of the options can be implemented to reduce the possibility of lead contamination. **PbO3** strongly suggests that each option be thoroughly contemplated before beginning any activity.

LEAD PAINT ABATEMENT OPTIONS:

1. Removal
Removal is a permanent solution to the problem of potential exposure of lead. Removal requires taking the old lead-based painted component out and replacing it with a new non-lead painted component. Depending on the cost of the component you replace the lead-based painted component which will dictate the cost associated with this option.

2. Stripping
Chemical stripping is an option that should only be used if the customer is looking to preserve the original look and integrity of the lead-based painted component. Chemical stripping is labor intensive and is typically a messy process. There are currently multiple products on the market that are used for paint stripping and are environmentally, safe (methylchloride-based products should not be used). Some products are acidic oriented and some are base oriented, and consequently need to be neutralized before repainting. In addition, to dispose of lead-painted waste you must also dispose of chemical waste, and the product used will determine how the waste must be disposed of. Chemical stripping is usually a permanent solution, but if it is not done properly, lead dust and debris can leach into the component and still be detectable through lead analysis.

3. Encapsulation
Encapsulation is the process of using an encapsulant-type of product that is applied over the lead-painted component. There are currently many different types of encapsulants on the market, and they come in many different forms. Some encapsulants are like stucco, some are like a two-part epoxy, some are like a heavy latex paint, and some are like a cement or plaster. Different types of encapsulants have different life expectancies and some come in different colors. None of the encapsulants are guaranteed forever, although some do come with a life or 10 to 20 year guarantee! This option is not a permanent solution, and if the encapsulant ever becomes disturbed the lead-based paint is exposed. Encapsulation is typically the least expensive option, but at this time it is not universally accepted and is currently being studied at the federal level, as a viable and affordable option for lead abatement or in-place management.

4. Enclosure
Enclosure is the option of sealing off the lead-based painted component by sealing it in with another building material. Such materials would include, but are not limited to; sheet rock, some wallpapers, paneling, and joint compounds. Enclosure is not a permanent solution, and if the enclosure material used for enclosure, this can be an affordable option. Depending on the enclosure option taken it is possible that no lead abatement procedures need to be followed, but of course, consult a professional before beginning.

General statement:
Before beginning any of the above-mentioned options, lead testing should be performed, and if the components tested are positive for the presence of lead, lead control and/or abatement procedures should be followed. Such activities would include, but are not limited to, proper training, respiratory protection, clothing protection, HEPA vacuuming, TSP cleaning, proper containment, and removal or covering of all furniture and fixtures. **After abatement activities are completed, post-abatement lead testing should be performed to ensure that the area is safe for re-occupancy.**

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

SOIL REMEDIATION OPTIONS:

1. Soil replacement
Remove and dispose of lead-contaminated soil and replace it with clean soil. The extent of soil contamination will determine the extent of soil replacement and the depth of removal. This is a permanent solution, assuming the soil is not re-contaminated due to environmental factors.

2. Encapsulation or enclosure
Depending on the extent of the soil contamination, there are multiple soil encapsulation options, such as, but not limited to; placing grass sod over the lead-contaminated area, placing clean non-contaminated soil over lead-contaminated soil, cover the contaminated area with some form of ground covering plants so as not to allow for easy accessibility with soil. Encapsulation or enclosure is not a permanent solution, however it is an option and is typically not too expensive.

3. Soil reconditioning
New applications are available to have your current soil reconditioned and cleaned of any lead contamination. There are several different processes available, from on-site cleaning to off-site cleaning. Depending on the extent of contamination, the process can be fairly expensive.

WATER REMEDIATION OPTIONS:

1. Water purifying systems
There are currently many different water-purifying systems on the market that have been assessed for lead treatment. Consumer Reports performed tests of lead removing water treatment devices. The systems vary in price and treatment capabilities.

2. Removal of system
If the extent of the problem is severe the only option might be complete removal of the water system and replacement with a new non-leaded water system. This option is a permanent solution, but can be very costly.

3. Drinking water
Drink only bottled water hat has been tested for the presence of lead.

DUST REMEDIATION OPTIONS:

Perform a proper environmental cleaning of the site. Depending on the area that your property is located in, you can use either a Tri-Sodium Phosphate (TSP) solution or LEDIZOLV cleaning detergent. TSP is currently outlawed in many parts of the country. Perform a thorough cleaning of the area, constantly changing and cleaning materials so as not to cause cross-contamination. After cleaning with solution perform a thorough HEPA vacuuming, using a vacuum that has a High Efficiency Particulate Air (HEPA) filter. After cleaning the area, have an independent, of the contractor, testing company perform a lead dust wipe analysis to ensure that the area is clean of elevated levels of lead.

General Statement: Do not perform any lead dust cleaning with a normal home use vacuum. This can increase the possibility of lead poisoning. If lead sources still exist on the property after completing a lead dust cleaning, the process should be consistently performed on a routine basis and resealing the component should be considered. Elevated levels of lead dust can re-accumulate over a period of time, dependent upon the condition of the property and the surrounding environment.
If you have any further concerns or questions regarding this report or related to the environmental services we have performed, please feel free to call **PbO3** at (407) 568-4545.

NOTES:

LEAD - BASED PAINT INSPECTION REPORT
3150 NE 15th Street
Gainesville, FL

Dear Customer

PbO3 Environmental Testing & Service Company, would like to thank you for allowing us the opportunity to be of service to you. We value our customers and therefore ***PbO3*** prides itself on making sure every customer is fully satisfied.

If there is ever another opportunity that we can be of service to you, we would appreciate the call. The services we provide for future reference are as follows:

- **Lead Testing and Consulting, Paint, Soil, Water and Dust**
- **Asbestos Testing, Consulting and Monitoring**
- **Indoor Air Quality Testing**
- **Underground Storage Tank and Soil Testing**
- **Environmental Site Assessments, Phase I & II**
- **And various other environmental issues.**

If you should have any questions, comments or concerns please contact us at (407) 668-4545. Once again, thank you for using ***PbO3.***

Sincerely,

PbO3 Environmental Testing & Service Company

AMERICAN MANAGEMENT RESOURCES CORPORATION
P.O. Box 142653 • Gainesville, Florida 32614 • (352) 495-8266 • Fax (425) 732-9785

January 10, 2011

Stephanie Kirkland
Rock Solid Builders
240 NW 44th Street
Gainsville, FL 32607

Ref.: **3150 NE 12 St., Gainesville, Florida**
CLEARANCE TEST PASSED

Dear Ms. Kirkland,

American Management Resources Corporation (AMRC) is pleased to offer the results of Lead Paint Clearance testing conducted at 3150 NE 12 St., Gainesville, Florida on January 10, 2011.

No representation beyond this lead-based paint clearance report can be made.

A lead-based paint inspection was performed on this property by PbO3 and identified lead-based paint on exterior components. No lead-based paint was identified in the interior of the dwelling.

No deteriorated paint was observed on the exterior fascia or soffit.

No visible paint chips were observed on bare soil around the perimeter of the dwelling.

A copy of this and all subsequent clearance tests should be provided to the owners and occupants of the dwelling.

This clearance report characterizes dwelling on the date sampled only.

If you have any questions or need further clarification please contact me at (352) 495-8266. AMRC appreciates this opportunity to be of service.

Respectfully Submitted,

AMERICAN MANAGEMENT RESOURCES CORPORATION

Perry Brake
Perry Brake
Senior Consultant, Lead Risk Assessor
EPA Certification FL-R-940-3

March 22, 2011 Regular Board Meeting
Agenda Item #63

Title
Notice to Proceed: Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment Number 2 for NSP 003 (Amended)

Amount
$13,014.00

Description
Request Approval of the NSP Notice to Proceed Amendment Number 2 for NSP House 003

Recommendation
Approve the Neighborhood Stabilization Program Notice to Proceed Amendment Number 2 for NSP House 003

Alternative(s)
Amend and approve NSP Notice to Proceed Amendment Number 2 for NSP House 003

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP Notice to Proceed Amendment Number 2 for NSP House 003

Documents Requiring Action
NSP Notice to Proceed Amendment Number 2 for NSP House 003

Executive Summary
Alachua County has a home repair contract with Corporate Construction, LLC, to provide home repairs for NSP 003. Additional electrical and structural repairs are necessary to complete this renovation and to make the home ready for resale. As the current contract amount exceeds $50,000, any changes must be submitted to the Board for approval. Sufficient funds are available through the NSP grant to pay for these additional repairs. Therefore staff is recommending approval of this request.

Background
Corporate Construction, LLC, was hired by Alachua County to make home repairs to home NSP 003, purchased with NSP funds. New electrical service, including a new service riser, electrical panel box, and partial rewiring is necessary to correct code violations and provide sufficient capacity to the home. Structural repairs are needed in the Florida room and the bathroom needs additional work. For these reasons, the contractor has submitted a request to amend his construction agreement for the additional repairs needed.

Issues
The specified repairs are necessary to make the home ready for resale to an income eligible household.

Fiscal Recommendation

Sufficient funds are available in NSP. This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program

Account Code(s)
203-6550-554.49-99

Attachment: Corporate Cons CO 2 Final.pdf

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 2

NTP/Project 10DB-4X-03-11-01-F01

Contractor CORPORATE CONSTRUCTION, LLC

Encumbrance # 101365

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 22532 S.E 59th PLACE HAWTHORNE, FL 32640

Work Order Description: Replace and rebuild all walls on Florida room/back room, (inside and out). Insulate whole house exterior walls. Electrical upgrade to bring to code from 150 to 200 amp service to accommodate for new electric heating and air. New service to include new meter can w/service riser, electrical panel box. Circuit to new electric water heater. Re-attach all branch circuit wires to exterior walls after new insulation is installed. Re-wire new Florida Room/Back porch for power and lighting. Replace damaged tub and tile surround.

Deliverable(s):

Original Work Order Price:	$60,313.00
Total of Prior Approved Changes	$8,538.00
Amount of this Change in Work Order Add (Deduct)	$13,014.00
New Work Order Price with Amendment:	$81,865.00

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2011 FEB 28 AM 10:44

Original Completion Date	12/01/2010	
New Completion Date	03/31/2011	
Approval as to form Alachua County	LEE PINKOSON, CHAIR	
	Signature	Date
Contractor		2/18/2011
	Signature	Date
Program Consultant		2/28/11
	Signature	Date
Attorney		
	Signature	Date

ATTEST
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Bid for C/O #2

Bid No.	2011-1	Date	2/18/2011

Job:	**NSP Rehab-22532 S.W. 59th Dr.**		
Location:	**Hawthorne, FL 32640**		
Firm:	**CORPORATE CONSTRUCTION, LLC.**	Prepared by:	TERESA RADZIERCZ
Address:	387 W. LIBERTY ST.	Approved by:	**RONALD RADZIERCZ**
City/State/Zip:	HERNANDO, FL 34442		
Type of Work:	NSP REPAIRS FOR COUNTY OF ALACHUA	Phone:	352-527-7703

Work Included:	**Cost**
Replace and rebuild all walls on back porch/Florida room, (inside and out)	4,800.00
Install insulation on outside walls of entire home.	1,614.00
Electrical upgrade to bring to code from 150 to 200 amp service to accommodate for new electric heating & air unit.	4,200.00
New service to include, new meter can w/ riser, & electrical panel box, new circuit to new electric water heater,	
Re-attach all branch circuit wires to exterior walls after new insulation is installed, re-wire new back porch/Florida	
room for power and lighting	
Replace damaged tub and tile surround	2,400.00
Total C/O Cost	**13,014.00**

Exclusions and Qualifications:

Acknowledgment of Bid Teresa Radzierez 2/18/11	Tax	N/A
Delivery:	Excluded	
	Included	
Received by		

ALACHUA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT

10 SW 2nd Avenue – 1st Floor Gainesville, Florida 32601-6294
Tel: (352) 264-7013 Fax: (352) 381-0124
Home Page: www.alachuacounty.us

Steven Lachnicht, AICP
Director
Growth Management

Richard Wolf
Assistant Director
Growth Management

Ken Zeichner, AICP
Principal Planner
Comprehensive Planning

Tom Webster
Housing Programs Manager

Brenda Wheeler
Development Review Manager

John Freeland, CBO
Building Official

Benny Beckham
Zoning Administrator

Jonathan Paul, AICP,MA2
Concurrency and Impact Fee Manager

March 3, 2011

MEMORANDUM

To: John Johnson, Contract Coordinator

From: Karen Johnson, Senior Staff Assistant
Housing Programs for Alachua County

Re: Notice to Proceed Amendment #2 for property located at 22532 SE 59th Place, Hawthorne, Florida 32640

Please find attached document that requires signature (Approval as to form) for the March 22, 2011 Board meeting. If you have any questions, please call Tom Webster at (325) 337-6285.

As always, thank you for your assistance.

PURCHASE REQUISITION NBR: 0000056006

REQUISITION BY: NP/CNT/PP/PL/11/KAREN

STATUS: DEPARTMENT 2
REASON: CHANGE ORDER #2 FOR PO# 101365

DATE: 3/02/11

SHIP TO LOCATION: PLANNING AND DEVELOPMENT

SUGGESTED VENDOR: 1003341 CORPORATE CONSTRUCTION LLC

DELIVER BY DATE: 3/02/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CHANGE ORDER FOR ADDITIONAL SERVICES FOR DWELLING LOCATED AT: 22532 SE 59TH PL HAWTHORNE, FLORIDA 32640 * REPLACE AND REBUILD ALL WALLS ON FL RM/ BACK ROOM, (INSIDE AND OUT). INSULATE WHOLE HOUSE EXTERIOR WALLS. ELECTRICAL UPGRADE TO BRING TO CODE FROM 150 TO 200 AMP SERVICE TO ACCOMODATE FOR NEW ELECTRIC HEATER AND AIR. NEW SERVICE TO INCLUDE NEW METER CAN W/SERVICE RISER, ELECTRICAL PANEL BOX. CIRCUIT TO NEW ELECTRIC HEATER. RE-ATTACH ALL BRANCH CIRCUIT WIRES TO EXTERIOR WALLS AFTER NEW INSULATION IS INSTALLED. RE-WIRE NEW FLORIDA ROOM/BACK PORCH FOR POWER AND LIGHTING. REPLACE DAMAGED TUB AND TILE SURROUND. * THE AMOUNT OF THIS CHANGE ORDER IS: $13,014.00 * COUNTY CONTACT: STEVEN LACHNICHT, DIRECTOR (3523) 374-5249 COMMODITY: MISC SERVICES SUBCOMMOD: GRANT ADMINISTRATION	1.00	EA	13014.0000	13014.00	

REQUISITION TOTAL: 13014.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
13014.0000	1003341 CORPORATE CONSTRUCTION LLC

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	20365505544999	PROFESSIONAL SERVICES OTHER CURRENT CHGS&OBLIGA		100.00	13014.00
					13014.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

March 22, 2011 Regular Board Meeting
Agenda Item #64

Title
Solid Waste: Authorization to Advertise Full Cost Acounting Statement (Amended)

Amount
$1,100.00

Description
Request Authorization to advertise the Full Cost Accounting Statement for Fiscal Year 2009-2010 for Solid Waste

Recommendation
Authorize advertisement of the Full Cost Accounting Statement for Fiscal Year 2009-2010 for Solid Waste

Alternative(s)
Do not authorize advertisement of the annual full cost accounting of collection, disposal and recycling in the unincorporated area of Alachua County and be out of compliance with Florida Statutes.

Requested By
Richard L. Hedrick, (352) 374-5245 ext. 211

Originating Department
Public Works

Attachment(s) Description
Proposed Advertisement Summary Work Sheets Certification Form

Documents Requiring Action
N/A

Executive Summary
This is the authorization to advertise the Full Cost Accounting (FCA) Statement for Fiscal Year 2009-2010 as required by Florida Statutes. The statement and work sheets have been reviewed by the Internal Auditor.

Background
Florida Statutes, Section 403.7049 and the Full Cost Accounting Rule, Florida Administrative Code (FAC), Chapter 62-708, require advertisement of the annual full cost of collection, disposal and recycling for the unincorporated area of Alachua County to be published in a newspaper of general circulation prior to April 1 of each year. Attached is a copy of the proposed quarter-page advertisement to be published in The Gainesville Sun on or before March 31, 2011. Also attached are copies of summary work sheets for all calculations and a copy of the required certification form to be sent to the Department

Issues
The County will be out of compliance with Florida Statutes if the quarter-page advertisement of the annual full cost of collection, disposal and recycling for the unincorporated area of Alachua County for Fiscal Year 2009-2010 is not published in a newspaper of general circulation prior to April 1, 2010.

Fiscal Recommendation

Approve advertisement cost for Full Cost Accounting Statement

Fiscal Alternative(s)
N/A

Funding Sources
MSBU

Account Code(s)
148-7600-534.49-09

Attachment: FY_09_10.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

FULL COST ACCOUNTING DISCLOSURE CERTIFICATION

The undersigned, duly authorized representative of Alachua County, Florida, does HEREBY CERTIFY THAT:

The solid waste management full cost disclosure notice, a copy of which is attached, for the fiscal year ending September 30, 2010, does not, to the best of my knowledge, contain any untrue statements or calculations or fail to present any material facts which should be included for the purpose of properly informing the public of the full costs of solid waste management.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24TH day of March, 2011.

J.K. Irby
Clerk of the Circuit Court
Chief Financial Officer of Alachua County

Received
FEB 15 2011
Waste Collection

CLERK OF THE CIRCUIT COURT

Internal Audit
Post Office Box 939
Gainesville, Florida 32602

RECEIVED
FEB 15 2011
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3610

February 15, 2011

MEMORANDUM

TO: J. K. Irby
Clerk of Courts

FROM: Diane Shupe
Internal Auditor

SUBJECT: Solid Waste Management FY 2010 Full Cost Disclosure

Each year Waste Management must prepare an estimate of the full cost of collecting, disposing and recycling solid waste in unincorporated Alachua County in accordance with Department of Environmental Regulation rule 62-708 and related F.S. 403.7.

Waste Management is planning to schedule the required FY 2010 disclosure for the March 22, 2011 County Commission meeting. Shortly thereafter you will be asked to certify the full cost disclosure statement to be published in the Gainesville Sun and submitted to the State. This certification states that the disclosure does not, to the best of your knowledge, contain any untrue statements or calculations or fail to present any material facts which should be included...etc.

Waste Management forwarded their FY 2010 estimates to Internal Audit for review. As a result several small revisions have been made and incorporated into revised calculations. Additionally, the methodology used for full cost determination and cost category assignment for fiscal year 2010 is consistent with the methodology used in prior years. The primary review focus was on whether all costs incorporated in the calculations reflect the audited records and whether the cost assignments are reasonable and consistently applied.

If the cost document submitted for your certification agrees with the following rates, it may be deemed to correctly reflect the financial information reviewed. Any small differences may be attributed to rounding conventions.

Residences in Unincorporated Alachua County Assessed for Mandatory Refuse Collection:
(Average cost per residential unit.)

Collection	Disposal	Recycling	Total
$81.01	$73.31	$112.19	$266.51

Residences in Unincorporated Alachua County Assessed for Rural Collection Centers:
(Average cost per residential unit.)

Collection	Disposal	Recycling	Total
$33.82	$73.11	$32.68	$139.61

Non-Residential (Business) Units in Unincorporated Alachua County:
(Average cost per parcel.)

Collection	Disposal	Recycling	Total
n/a	$961.13	$100.80	$1,061.93

xc: Milton Towns
Richard Hedrick
Todd Hutchison

STATEMENT OF FULL COST ACCOUNTING FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING FOR FISCAL YEAR 2009 - 2010 IN UNINCORPORATED ALACHUA COUNTY

Pursuant to Florida Department of Environmental Regulation Rule 62-708 Full Cost Accounting for Solid Waste Management, the following is public disclosure of the full cost of solid waste collection, disposal, and recycling for unincorporated Alachua County for Fiscal Year 2009 - 2010 based on actual expenditures. [1]

Residences in Unincorporated Alachua County Assessed for Mandatory Refuse Collection

(Average cost per residential unit [2])

Collection	Disposal [3]	Recycling [4]	Total
$81.01	$73.31	$112.19	$266.51

Residences in Unincorporated Alachua County Assessed for Rural Collection Centers

(Average cost per residential unit [2])

Collection [5]	Disposal	Recycling	Total
$33.82	$73.11	$32.68	$139.61

Non-Residential Users in Unincorporated Alachua County (Average cost per parcel [6])

Collection	Disposal [7]	Recycling	Total
N/A	$961.13	$100.80	$1,061.93

[1] All administrative and indirect costs were calculated and applied to the appropriate category (collection, disposal, recycling) using a proportional percentage method.

[2] Residential units are single family dwellings, condominiums, mobile homes not located in mobile home parks, and multi-family dwellings of nine dwelling units or less under common ownership. The average full cost per residential unit was determined by dividing the total cost per category (collection, disposal, recycling) by the number of residential units.

[3] Disposal in the mandatory collection area is exclusively household garbage.

[4] The costs for recycling include collection and processing of recyclable materials and yard waste, which is reused as compost, mulch or wood chips

[5] Collection costs are operational costs for Rural Collection Centers.

[6] The average full cost per parcel for non-residential was determined by dividing the total non-residential cost by the number of parcels containing businesses in unincorporated Alachua County. Collection is not provided for non-residential users by the County.

[7] The waste disposed is distributed among all types of disposal, and therefore the cost represents an averaged tipping fee.

NOTE: This disclosure is for informational purposes ONLY for the period of October 1, 2009 through September 30, 2010. It does not imply any current or future changes in rates charged.

Please call 352-338-3233 if you have any questions regarding Rule 62-708 Full Cost Accounting for Solid Waste Management.

2/9/11 3:58 PM

ALACHUA COUNTY
DISTRIBUTION OF COLLECTION, DISPOSAL AND RECYCLING COSTS, FY 2009 - 2010
UNINCORPORATED ALACHUA COUNTY ONLY

2/9/11 3:58 PM

TOTAL EXPENDITURES			Mandatory Residential				Non-Mandatory Residential				Non Residential			Adj for
		See Attachment:	Collection (attch 3)	Disposal (attch 3)	Recycling (attch 3)	Total	Collection (attch 4)	Disposal (attch 4)	Recycling (attch 4)	Total	Disposal	Recycling	Total	Non-County Disclosure
Fund # Description														
148 MSBU	$4,939,727	2,3	$1,730,531	$954,963	$2,254,234	$4,939,727	$0	$0	$0	$0	$0	$0	$0	$0
403 RCCs	1,730,037	2,4	0	0	0	0	419,993	956,413	353,631	1,730,037	0	0	0	0
400 Solid Waste System	8,019,249	2,5a,5b,5c	0	1,296,256	0	1,296,256	0	475,713	0	475,713	615,029	0	615,029	5,632,250
405 Waste Alternatives	880,607	2,6a,6b	0	0	142,344	142,344	0	0	52,239	52,239	0	67,537	67,537	618,487
405 Environmental Protection	790,762	2,6a,6c		127,821		127,821	0	46,909	0	46,909	60,647	0	60,647	555,385
Total Fund 405 = 1,671,369														
n/a Grants	3,322	2,6a,6d	0	0	0	0	0	0	0	0	0	3,322	3,322	0
Total Expenses	16,363,704		1,730,531	2,379,040	2,396,578	6,506,149	419,993	1,479,035	405,870	2,304,898	675,676	70,859	746,535	6,806,122
ADJUSTMENTS														
Dup disp fees MSBU/Transfer Station	(812,872)	3	0	(812,872)	0	(812,872)	0	0	0	0	0	0	0	0
Dup disp fees RCCs/Transfer Station	(570,992)	4	0	0	0	0	0	(570,992)	0	(570,992)	0	0	0	0
Non-County Disclosures	(6,806,122)	5b,6b,6c	0	0	0	0	0	0	0	0	0	0	0	(6,806,122)
Total Adjustments	(8,189,987)		0	(812,872)	0	(812,872)	0	(570,992)	0	(570,992)	0	0	0	(6,806,122)
NET DISTRIBUTED COSTS	$8,173,718		$1,730,531	$1,566,168	$2,396,578	$5,693,277	$419,993	$908,043	$405,870	$1,733,906	$675,676	$70,859	$746,535	$0

COST PRESENTATION BASIS	Cost per Mandatory Residential Unit				Cost per Non-Mandatory Residential Unit				Cost Per Unincorp Non-Res Parcel		
	Collection	Disposal	Recycling	Total	Collection	Disposal	Recycling	Total	Disposal	Recycling	Total
Number of Units (identified below)	21,362	21,362	21,362		12,420	12,420	12,420		703	703	
Calculated Unit Costs FY09-10	81.01	73.31	112.19	$266.51	33.82	73.11	32.68	$139.61	961.13	100.80	$1,061.93

21,362 = Number of Unincorporated, Residential Units (Households) Assessed for Mandatory Refuse Collection
12,420 = Number of Unincorporated, Residential Units (Households) Assessed for Rural Collection Centers
703 = Number of Unincorporated, Non-Residential (Commercial) Units (Parcels) Assessed for Solid Waste Management, estimated average

Note: Number of Units as Certified to Tax Collector on 9/28/09

COMPARISON OF FULL COST ACCOUNTING FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING IN UNINCORPORATED ALACHUA COUNTY FOR FISCAL YEAR 2009 - 2010 AND FISCAL YEAR 2008 - 2009

Residences in Unincorporated Alachua County Assessed for Mandatory Refuse Collection
(Average cost per residential unit)

	Collection	Disposal	Recycling	Total
FY 09-10	81.01	73.31	112.19	266.51
FY 08-09	77.61	74.15	77.09	228.85
Difference	3.40	(0.84)	35.10	37.66
% Diff.	4.38%	-1.13%	45.53%	16.46% [1,2]

Residences in Unincorporated Alachua County Assessed for Rural Collection Centers
(Average cost per residential unit)

	Collection	Disposal	Recycling	Total
FY 09-10	33.82	73.11	32.68	139.61
FY 08-09	38.40	80.69	27.94	147.03
Difference	(4.58)	(7.58)	4.74	(7.42)
% Diff.	-11.94%	-9.39%	16.96%	-5.05% [1,2]

Non-Residential Users in Unincorporated Alachua County (Average cost per parcel)

	Collection	Disposal	Recycling	Total
FY 09-10	N/A	961.13	100.80	1,061.93
FY 08-09	N/A	1,802.39	162.12	1,964.51
Difference	N/A	(841.26)	(61.32)	(902.58)
% Diff.		-46.67%	-37.83%	-45.94% [1]

[1] Total materials collected and disposed at the Alachua County transfer station decreased by 28% from Fiscal Year 2008-2009 due to opening of private transfer facility.

[2] Processing costs for recyclable materials, previously imbedded in collection cost, increased over Fiscal Year 2008-2009.

Expenditures from 2010 Audited Financial Statements
For FY 2009 - 2010
2/9/11 4:05 PM

Fund #	Description		Expenses
148	MSBU [1]		$4,939,727.47
	Enterprise Fund: [2]		
403	Collection Centers		1,730,037.35
400	Solid Waste System [3]		8,019,248.60
405	Waste Alternatives		880,607.30
405	Environmental Protection		790,761.99
	Total Fund 405 =	1,671,369.29	
	Total - Enterprise Fund		11,420,655.24
	Grants:		
	Total - Grants		3,321.77
	Total Solid Waste Expenses:		$ 16,363,704.48
		CAFR:	$ 16,346,342.01
		Difference:	$ 17,362.47

1 CAFR total does not include 17,362.47 depreciation expense.

2 Total Enterprise Fund less purchase of assets

3 CAFR excludes 241,393 for SW landfill cover & pre-1985 site amortization expenses and 231,026 Closure/Post Closure expenditures in Fund 406

$241,393.32 - Post Closure expenses for other closed landfills (reclassified in Fund 400)

$231,025.74 - Closure/Post Closure expenses for SW Landfill (Fund 406)

MSBU - Solid Waste Collection - Fund 148							
FY 2009 - 2010							
2/9/11 4:06 PM							
		Contract & Tipping Fees	**Percentages**	**Recycling Publ. Ed.**	**Admin.** [1]	**Total Costs**	
A.	SW Collection	1,473,042.95	35.33%		257,487.91	1,730,530.86	
B.	Disposal [2]	812,872.43	19.50%		142,090.10	954,962.53	
C.	Recycling [3]	1,883,545.95	45.17%	41,444.30	329,243.83	2,254,234.08	
	TOTALS	4,169,461.33	100.00%	41,444.30	728,821.84	4,939,727.47	
[1]	Administration costs have been distributed in the same percentage as the contract and tipping fee portion						
[2]	$812,872.43 (actual tipping fees paid) is included in 148 disposal, a portion of which is also expensed in 400 disposal						
[3]	The costs for recycling include collection and processing of recyclables and yard waste						

Rural Collection Centers (RCCs) - Fund 403				
FY2009 - 2010				
2/9/11 4:06 PM				
	A	B	C	
RCC Operations	**Collection**	**Disposal [1]**	**Recycling**	**Total**
RCC Operations Supervisor	18,125.33	13,594.00	13,594.00	45,313.33
Equipment Operators	53,722.69		35,815.12	89,537.81
Attendants	184,906.29		79,245.55	264,151.84
Intern	35.85	179.25	179.25	394.36
Recycling Loops			87,381.29	87,381.29
Hauling Contract (SW)	0.00			0.00
Tipping Fees Paid		570,992.46		570,992.46
SUBTOTAL	256,790.16	584,765.71	216,215.22	1,057,771.08
Percentages	0.24	0.55	0.20	1.00
Other Operational Expenses [2]	163,202.95	371,647.77	137,415.55	672,266.27
TOTAL COST	419,993.10	956,413.48	353,630.77	1,730,037.35

[1] $570,992.46 (actual tipping fees paid) is included in 403 disposal, a portion of which is also expensed in 400 disposal.

[2] Other operational expenses are distributed based on identified expenses and personnel costs.

Solid Waste System - Transfer Station - Fund 400			
FY 2009 - 2010			
2/9/11 4:06 PM			
Fund	**Description**		**Expenditures**
400	**Solid Waste System**		
400	Grand Total	8,019,248.60	
	Personal Services		1,310,163.93
	Operating Expenses		6,709,084.67
	Total 400		8,019,248.60

Estimating Basis for Assigning Disposal Costs to the Listed Areas of Operations
Fiscal Year 2009 - 2010
Based on Actual Fees Charged as Recorded by the Landfill Scale System
2/9/11 4:07 PM

	Residential		Non-Residential					GRAND TOTALS	
	Fees	%	Comm.	Institut.	Govt.	Tot. Non-Res.	%	Fees	%
Municipalities:									
Gainesville	1,101,183.35	35.97%	3,145,518.60	7,558.00	142,160.30	3,295,236.90	79.82%	4,396,420.25	61.15%
Univ. of Fl.	1,250.10	0.04%	243.45	224,250.20	0.00	224,493.65	5.44%	225,743.75	3.14%
Other Municipalities [1]	342,222.55	11.18%	5,583.65	0.00	710.55	6,294.20	0.15%	348,516.75	4.85%
	1,444,656.00	47.19%	3,151,345.70	231,808.20	142,870.85	3,526,024.75	85.41%	4,970,680.75	69.14%
Collection Centers [2]									
High Springs	136,923.87	4.47%	0.00	0.00	0.00	0.00	0.00%	136,923.87	1.90%
North Central	89,898.25	2.94%	0.00	0.00	0.00	0.00	0.00%	89,898.25	1.25%
Fairbanks	48,921.00	1.60%	0.00	0.00	0.00	0.00	0.00%	48,921.00	0.68%
Phifer	63,142.65	2.06%	0.00	0.00	0.00	0.00	0.00%	63,142.65	0.88%
Archer	87,616.91	2.86%	0.00	0.00	0.00	0.00	0.00%	87,616.91	1.22%
	426,502.68	13.93%	0.00	0.00	0.00	0.00	0.00%	426,502.68	5.93%
Other Counties	27,895.20	0.91%	637.55	0.00	50,407.30	51,044.85	1.24%	78,940.05	1.10%
Alachua Co. - MSBU	1,162,164.99	37.96%						1,162,164.99	16.16%
Alachua Co. - Non-Res.			494,863.96	485.80	56,057.70	551,407.46	13.36%	551,407.46	7.67%
Not Specified	0.00		0.00	0.00	0.00	0.00		0.00	
TOTALS	3,061,218.87	100%	3,646,847.21	232,294.00	249,335.85	4,128,477.06	100%	7,189,695.93	100%
Less UF and Other Counties	3,032,073.57					3,852,938.56		6,885,012.13	

[1] Information available for additional breakdown between other municipalities is unreliable.
[2] Amounts may differ from the General Ledger system totals because of after the fact adjustments to receivables which are not reflected in the scale system records. Scale system records are the basis for these estimates.

Calculated Distributions For Disposal Costs Related to Fund 400						
FY 2009 - 2010						
2/9/11 4:07 PM						
	Fees Charged		% Basis	Distributable Cost [1]	Calculated Cost [2] Subtotals	Calculated Cost [2] Totals
Municipalities: (Incl UF)						
Residential	1,444,656.00					
Non-Residential	3,526,024.75	4,970,680.75	69.14%	8,019,248.60	5,544,201.74	
Other Counties:						
Residential	27,895.20					
Non-Residential	51,044.85	78,940.05	1.10%	8,019,248.60	88,048.21	
TOTAL Non-County Disclosure						5,632,249.95
Alachua County:						
MSBU - Residential Mandatory	1,162,164.99	1,162,164.99	16.16%	8,019,248.60		1,296,256.48
RCC - Residential Non-Mandatory[3]	426,502.68	426,502.68	5.93%	8,019,248.60		475,712.89
Non-Residential	551,407.46	551,407.46	7.67%	8,019,248.60		615,029.28
TOTALS		7,189,695.93	100%			8,019,248.60
[1] Total 400 expenses						
[2] Total 400 expenses times percentage basis						
[3] RCC disposal costs reported as non-residential are included because all RCC disposal is of residential origin.						

Waste Management Assessment - Fund 405			
FY 2009 - 2010			
2/9/11 4:08 PM			
			Actual
Fund/Dept	**Description**		**Expenditures**
405-7620	Waste Alternatives		
	Personal Services:	465,086.21	
	Operating Expenses	415,521.09	
	Total 405-7620		880,607.30
405-5500	Environmental Protection		
	(Household Haz. Waste)		790,761.99
	Total Fund 405		1,671,369.29
Grants:			
168	Audobon		3,321.77
	Total Grants		3,321.77
GRAND TOTAL FUND 405 PLUS GRANTS			1,674,691.06

Calculated Distributions For Recycling Costs Related to Fund 405-7620 (Waste Alternatives)						
FY 2009 - 2010						
2/9/11 4:08 PM						
	Fees Charged		% Basis	Distributable Cost [1]	Calculated Cost [2] Subtotals	Calculated Cost [2] Totals
Municipalities: (Incl UF)						
Residential	1,444,656.00					
Non-Residential	3,526,024.75	4,970,680.75	69.14%	880,607.30	608,818.20	
Other Counties:						
Residential	27,895.20					
Non-Residential	51,044.85	78,940.05	1.10%	880,607.30	9,668.72	
TOTAL Non-County Disclosure						618,486.93
Alachua County:						
MSBU - Residential Mandatory	1,162,164.99	1,162,164.99	16.16%	880,607.30		142,344.12
RCC - Residential Non-Mandatory	426,502.68	426,502.68	5.93%	880,607.30		52,238.84
Non-Residential	551,407.46	551,407.46	7.67%	880,607.30		67,537.41
TOTALS		7,189,695.93	100%			880,607.30
[1] Total 405-7620 expenses						
[2] Total 405-7620 expenses times percentage basis						

Calculated Distributions For Disposal Costs Related to Fund 405-5500 (Household Hazardous Waste)						
FY 2009 - 2010						
2/9/11 4:08 PM						
	Fees Charged		% Basis	Distributable Cost [1]	Calculated Cost [2] Subtotals	Calculated Cost [2] Totals
Municipalities: (Incl UF)						
Residential	1,444,656.00					
Non-Residential	3,526,024.75	4,970,680.75	69.14%	790,761.99	546,702.59	
Other Counties:						
Residential	27,895.20					
Non-Residential	51,044.85	78,940.05	1.10%	790,761.99	8,682.26	
TOTAL Non-County Disclosure						555,384.85
Alachua County:						
MSBU - Residential Mandatory	1,162,164.99	1,162,164.99	16.16%	790,761.99		127,821.25
RCC - Residential Non-Mandatory	426,502.68	426,502.68	5.93%	790,761.99		46,909.09
Non-Residential	551,407.46	551,407.46	7.67%	790,761.99		60,646.80
TOTALS		7,189,695.93	100%			790,761.99
[1] Total 405-5500 expenses						
[2] Total 405-5500 expenses times percentage basis						

GRANT FUNDS		
FY 2009 - 2010		
2/9/11 4:08 PM		
Fund	**Description**	
167.7623	Audubon Grant	3,321.77
	Total Grants	3,321.77

March 22, 2011 Regular Board Meeting
Agenda Item #65

Title
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant Contract with Meridian Behavioral Healthcare, Inc. (Amended)

Amount
$416,500.00

Description
Request Approval of the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant Contract with Meridian Behavioral Healthcare, Inc.

Recommendation
Approve the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant Contract with Meridian Behavioral Healthcare, Inc. Authorize the Chairman to sign .

Alternative(s)
Request modification of the contract.

Requested By
Thomas Tonkavich, Jail Population Manager

Originating Department
Court Services

Attachment(s) Description
Memorandum of Understanding, Contract with Meridian Behavioral Healthcare, Inc.

Documents Requiring Action
Contract with Meridian Behavioral Healthcare, Inc.

Executive Summary
We propose to contract with Meridian Behavioral Healthcare, Inc. for grant administration and program service delivery for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Expansion Grant (CJMHSAREG). Meridian will administer the CJMHSAREG and provide case management and treatment services for up to 300 people annually. The purpose of the contracted services is to divert more complex and highly recidivist individuals with mental illness, substance abuse, and co-occurring disorders from the Alachua County Jail. This contract will result in an expansion of the current forensic program by including more specialized treatment, assistance with applying for Social Security Disability Benefits, and development of new service linkages with Vocational Rehabilitation, Veteran's Services, and the Health Department. Funding for the $416,500 contract is provided through the CJMHSAREG.

Background
In 2005, the Public Safety Coordinating Council formed the Mental Illness Work Group, chaired by the Honorable Martha Ann Lott. This group completed a strategic plan to address the needs of persons with serious mental illness who were in the Alachua County Jail. In 2007, the Florida legislature created the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSAG) program to provide funding opportunities for counties. In May 2007 the Board established the Alachua

County CJMHSAG committee chaired by Commissioner Rodney J. Long, with Vice Chair Honorable Martha Ann Lott. Alachua County was awarded an initial three (3) year grant under the CJMHSAG. Grant funds were used to contract with Meridian Behavioral Healthcare to implement a Forensic Diversion Team to provide case management services for up to 120 persons. The current CJMHSAG and contract with Meridian Behavioral Healthcare expires on March 27, 2011. Most recently, Alachua County has been awarded a CJMHSAG Expansion Grant from the Department of Children and Families that provides a total of $750,000 in funding over three (3) years. On February 22, 2011 the Alachua County Board of Commissioners accepted the grant award and entered into a Memorandum of Understanding with the Department of Children and Families. The Board also appropriated $499,500 in general fund reserves as a cash match for the project. The expansion grant and proposed contracted services is consistent with the strategic plan approved by the Mental Illness Work Group and with the goals of the Board.

Issues
Meridian Behavioral Healthcare, Inc. is currently providing services under the existing CJMHSAG and is qualified to provide services required by the proposed contract. Meridian has the required personnel and other systems in place to effectively meet the scope of services required.

Fiscal Recommendation
Approve the contract with Meridian Behavioral Healthcare, Inc.

Fiscal Alternative(s)
Don't approve the proposed contract.

Funding Sources
Criminal Justice, Mental Health and Substance Abuse Grant Fund and General Fund Match

Account Code(s)
213-3611-562.34-99

Attachment: Meridain NWD Exp Mngt Agreement Final.pdf
Attachment: CJMHSAG Expansion Memorandum of Understanding with DCF including timeline.pdf

1/4/11

MOU# LHZ33

69A

MEMORANDUM OF UNDERSTANDING
for
EXPANSION GRANT

CRIMINAL JUSTICE, MENTAL HEALTH and SUBSTANCE ABUSE REINVESTMENT GRANT

Alachua County Board of County Commissioners
and
State of Florida
Department of Children and Families

WHEREAS, the Department of Children and Families (hereinafter Department) along with the Grant Review Committee has authority under section 394.656, F.S. to implement the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program (hereinafter Program), and

WHEREAS, the Program provides funding to counties they can plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems, and

WHEREAS, a county or a consortium of counties that received an Implementation/Expansion Grant under the 2007 solicitation of the Reinvestment are eligible to apply for the expansion grant. These counties were Alachua, Broward, Hillsborough, Lee, Leon, Orange, Pinellas, Polk, Miami, Nassau, and St. Lucie; and

WHEREAS, the Department has received a grant application from Alachua County in the 8th Judicial Circuit (hereinafter County) in response to the Request for Applications issued by the Department on **August 20, 2010**, and

WHEREAS, the Grant Review Committee has considered all the applications submitted to the Department, and

WHEREAS, it appears to the Department that there is a need to provide the funds requested by the County's Expansion Grant Application,

NOW, THEREFORE, the Department hereby awards the sum of $750,000 to County over three years with $250,000 of that total grant amount being awarded beginning with state fiscal year 2010-2011 under the following terms and conditions:

1. The application filed with the Department by the County dated **September 14, 2010** and attached to this agreement as Attachment I is hereby incorporated within this agreement as if fully set out at length herein. The solicitation document upon which that application is based is also hereby incorporated within this agreement and is attached as Attachment II.

2. County hereby agrees to perform the tasks and to provide the services described in Attachment I with the following exceptions and/or special conditions:

a. To conduct travel in accordance with the Department's travel guidelines as governed by Subsection 287.058(1)(b), F.S., and in accordance with section 112.061, F.S. See, the Department's travel policy, CFOP 40-1 (Official Travel of DCF Employees and Non-Employees).

b. Written approval from the Department must be obtained prior to purchasing any Information Technology Resource (ITR) with grant funds. The County agrees to secure prior written approval by means of an Information Resources Request (IRR) form before purchase of any ITR. The County agrees to comply with the Department's ITR policy, CFOP 50-9, Policy on Information Resource Requests.

3. County agrees that it will award sub-grants as described in its application and that it will do all things promised in that application including, but not limited to, supervising and coordinating expenditures made by sub-recipients. County further agrees to assure that funds are expended for the purposes intended and that a full accounting for these grants funds is made.

4. If there is a conflict between the grant application and this Memorandum of Understanding, the Grant Memorandum of Understanding shall prevail.

5. In accordance with sections 11.062 and 216.347, F.S., no funds provided by this grant may be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. This Grant Memorandum of Understanding is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with applicable Florida laws. In the event that litigation by either party to this Memorandum of Understanding becomes necessary, venue shall be proper only in Leon County, Florida.

7. County agrees to maintain complete, accurate and adequate records, including financial records, relating to funds received pursuant to this Grant Memorandum of Understanding and of all expenditures made by County and its sub-recipients with grant funds. The County will require audit and record keeping requirements in all sub-grants and assignments.

8. County agrees to provide a financial and compliance audit to the Department as described in the Financial and Compliance Attachment (Attachment III) and to ensure that all related party transactions are disclosed to the auditor.

9. County agrees to retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, for a period of

not less than six (6) years after the starting date of this Grant Memorandum of Understanding. If audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons authorized by the Department shall have full access to, and shall have the right to examine any materials at any time during regular business hours.

10. County agrees to provide data and other information requested by the CJMHSA Grant Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute of the University of South Florida to enable TAC to perform statutory duties established in the authorizing legislation. County agrees to submit semi-annual program reports on or before May 1 and November 1, annually to the Florida Department of Children and Families. County agrees to submit an annual fiscal report, signed by the County Administrator, on or before November 1 to the Florida Department of Children and Families. The Department will provide County with templates and forms needed to file all required reports.

11. County agrees to be liable, to the extent provided by law, for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Recipient, and its agents, sub-recipients and employees, during performance of the contracts authorized by this Grant Memorandum of Understanding.

12. County agrees to establish an informal dispute resolution process to resolve any disputes between the County and any sub-recipients or persons served with grant funds.

13. County and all sub-recipients shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Alachua County and the State of Florida, Department of Children and Families" If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the County.

14. County shall not use or disclose any information concerning a person served with grant funds under this Grant Memorandum of Understanding for any purpose prohibited by state law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

15. County shall permit Department personnel or representatives to monitor the services that are provided by the County under this Grant Memorandum of Understanding.

16. County agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S, made or received by County in conjunction with this Grant Memorandum of Understanding.

17. Payment under all state contracts is contingent upon an annual appropriation by the Florida Legislature. The release of these funds shall be subject to the availability of the funds at the Department.

18. Any notice required under this Grant Memorandum of Understanding shall be in writing and sent by hand delivery, U.S. Postal Service Certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. The notice shall be sent to the representative of County responsible for administration at the designated address contained in this Grant Memorandum of Understanding.

19. This Grant Memorandum of Understanding shall be effective on the date signed by both parties. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2013, or three years from the effective date, whichever is later.

20. The Department may terminate this Memorandum of Understanding with cause, without cause, or if funds are not available for payment. The Department may terminate this Grant Memorandum of Understanding by giving no less than twenty-four (24) hours notice in writing to County. The notice shall be delivered by hand delivery, U.S. Postal Service, or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to availability and adequacy of state funds. In the event of termination, County will be compensated for any work satisfactorily completed prior to the effective date of termination.

21. County agrees to return to the Department any overpayments or funds disallowed after any audit. In the event that the County or its independent auditor discovers that an overpayment has been made, County shall repay the overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Grant Manager, on behalf of the Department, will notify County by letter of such findings. Should repayment not be made forthwith, County will be charged interest at the lawful rate on the outstanding balance.

22. In accordance with section 402.73(3), F.S, if this grant includes funds for the purchase of or improvement to real property the provision of grant funds are contingent upon County granting to the state a security interest in the property in the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements. As a condition of receipt of state funding for this purpose, County agrees that, if it disposes of the property before the Department's interest is satisfied, County will refund the proportionate share of the state's initial investment.

23. This Grant Memorandum of Understanding can be modified only by a formal, written agreement signed by the parties to it. Any modifications shall be attached to the original Grant Memorandum of Understanding and a copy shall be sent to all interested persons.

24. Official Name of Payee and Representatives:

a) Official name of payee and address where payment is to be sent:

Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602

b) The name, address, telephone number, and email address of the Grant Manager for under this Grant Memorandum of Understanding is:

Thomas Tonkavich
Alachua County Court Services
249 West University
Gainesville, FL 32601
(352) 491-4650
ttonkavich@alachuacounty.us

c) The name, address, telephone number, and email address of the Procurement Manager under this Grant Memorandum of Understanding is:

Ellen Piekalkiewicz, Executive Director,
Florida Substance Abuse and Mental Health Corporation
1317 Winewood Boulevard, Building 1 Suite 206
Tallahassee, Florida 32399-0700
Local: (850) 410-1576; SunCom: 210-1576
ellen_piekalkiewicz@dcf.state.fl.us

d) The name, address, telephone number, and email address of the Grant Manager for Department of Children and Families under this Grant Memorandum of Understanding is:

Jennifer Benghuzzi
Department of Children and Families
Substance Abuse and Mental Health Program Office
Contract Management Unit
1317 Winewood Boulevard
Building 6, Room 255
Tallahassee, Florida 32399-0700
Phone: (850) 488-4284
Jennifer_Benghuzzi@dcf.state.fl.us

25. This Grant Memorandum of Understanding and its attachments and any exhibits referenced in the attachments, together with any documents incorporated by reference, contain

all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Grant Memorandum of Understanding shall supersede all previous communications, representations, or agreements, either oral or written between the parties. If any term or provision of this Grant Memorandum of Understanding is determined unlawful or unenforceable, the remaining provisions of this Grant Memorandum of Understanding shall remain in full force and effect.

26. County agrees to comply with section 394.657, F.S., relating to the establishment of County planning councils or committees. Within 30 days of the effective date of this Grant Memorandum of Understanding, County must provide the list of members of this council to the Grant Manager for the Department in accordance with Attachment IV.

27. County must comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated under that statute (See, 45 CFR Parts 160, 162, and 164).

IN WITNESS HEREOF the parties have executed this 101 page Grant Memorandum of Understanding, including Attachments I, II, III and IV, by their undersigned officials.

County : **Alachua County Board of County Commissioners**

ATTEST:
J. K. IRBY, CLERK

Signed By: _____

Name: LEE PINKOSON, CHAIR

Date: _____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

County Federal EID#: _____

County Fiscal Year Ending Date: ____/____

****

STATE OF FLORIDA - **DEPARTMENT OF CHILDREN AND FAMILIES**

Signed By: _____

Name: David A. Sofferin
Title: Assistant Secretary for Substance Abuse and Mental Health

Date: _____

Project Timeline

Key Activity	Milestones												Responsible Staff
Year 1	1	2	3	4	5	6	7	8	9	10	11	12	
Award Notification													CJMHSAGPC
County contracts with Meridian; establishes interagency protocols													CJMHSAGPC
Develop and sign contracts/inter-departmental agreements with Meridian, Jail, Court Services													CJMHSAGPC
Continue with Community Outreach and Engagement													West/Chu/Keith (Meridian/ACSO-DOJ)
Formulation of E-FDT Program into 3 Branches of Service													West/Chu
Update Screening Assessment tool to evaluate gender-specific, trauma, and other therapeutic needs of target population.													West/Chu
Implement E-Forensic Diversion Team													West/Chu/Keith (Meridian/ACSO-DOJ)
Training E-FDT on Gender-specific treatment, Trauma-Informed care, MRT/CBT													West
Identification/Training of SOAR Benefits Coordinator													Vail
Update and review policies and procedures for E-FDT program													CJMHSAGPC
Update data collection protocols													Technical Subcommittee
Review and update referral procedures													Technical Subcommittee
Establish base-line data for Expansion project (Recidivism rates, Benefits needs, Medical Home													CJMHSAGPC

Cross-training for criminal justice partners on referral process on E-FDT													Chu/Vail
Meet with representatives from DOH, Voc Rehab, Florida Works, and VA coordinate services													CJMHSAGPC
Clients accepted into E-FDT program													West/Chu/Keith (Meridian/ACSO-DOJ)
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc													CJMHSAGPC
Collect & Analyze Data													West/Chu/Keith (Meridian/ACSO-DOJ)
Completion of Grant Repot													CJMHSAGPC
Year 2	1	2	3	4	5	6	7	8	9	10	11	12	
Review and update the strategic plan													CJMHSAGPC
Community Outreach and Engagement													CJMHSAGPC
Reporting to the Community													West/Chu/Keith/CJMHSAGPC (Meridian/ACSO-DOJ)
Collect & Analyze Data: Evaluation of one-year follow-up data of program participants and assessment of outcome measures. Comparison of recidivism rates of program with cohort group of non-participants													West/Chu/Keith (Meridian/ACSO-DOJ)
Year 3	1	2	3	4	5	6	7	8	9	10	11	12	
Review and update the strategic plan													

Community Outreach and Engagement													CJMHSAGPC
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc.													CJMHSAGPC
Evaluation of Project Effectiveness: Assessment of program fidelity, cost-saving analysis, etc.													CJMHSAGPC
CJMHSAGPC Expansion discussions													CJMHSAGPC

ALACHUA COUNTY, FLORIDA
CRIMINAL JUSTICE, MENTAL HEALTH AND SUBSTANCE ABUSE
REINVESTMENT EXPANSION GRANT

PROGRAM ADMINISTRATION SERVICES CONTRACT

THIS CONTRACT is made and entered into this 22nd day of March, 2011, by and between the Alachua COUNTY, a charter COUNTY and political subdivision of Florida, by and through its Board of COUNTY Commissioners, (hereinafter COUNTY) and MERIDIAN Behavioral Healthcare, Inc., (hereinafter MERIDIAN).

WHEREAS, the COUNTY has entered into a Memorandum of Understanding (MOU) for implementation of a Criminal Justice, Mental Health and Substance Abuse Reinvestment Expansion Grant (CJMHSAREG) MOU# LHZ33 (more fully described in the Scope of Services), from the Florida Department of Children and Families (DCF) attached to this Agreement (Exhibit 1) ; and,

WHEREAS the COUNTY desires to implement the services described in the grant application; and

WHEREAS, MERIDIAN is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the COUNTY and MERIDIAN agree as follows:

1. Covenant for Services

The COUNTY does hereby contract with MERIDIAN to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Agreement.

2. Term

This Agreement is effective beginning March 28, 2011 and continuing through March 27, 2012 unless earlier terminated as provide herein. This Agreement may be renewed for two (2) additional one (1) year periods under the terms and specifications contained herein.

3. Availability of Funds

Payment of funds pursuant to this Agreement is subject to and conditioned upon the release of authorized appropriations from DCF and the COUNTY. MERIDIAN shall be paid in accordance with Section Eight (8) of this Agreement. The COUNTY's Grant Award Agreement from DCF shall become part of this Agreement consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

4. Representations – By executing this Agreement MERIDIAN as the provider of Professional Services makes the following express representations to the COUNTY:

   a. MERIDIAN is professionally qualified to act as the Professional for the Project and is licensed to provide mental health and substance abuse treatment services by all public entities having jurisdiction over the Professional and the Project;

   b. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been fully satisfied;

   c. The Professional has become familiar with the Project requirements and the local conditions under which the Project is to be operated;

   d. The Professional shall perform and provide all services required by this Agreement in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

   e. The Professional represents that the services prepared by the Professional are adequate and sufficient to accomplish the purposes of the Project.

   f. The Professional acknowledges that the COUNTY's review of the services provided in no way diminishes the Professionals representations pertaining to the Project.

5. Definitions – For purposes of this contract

   a. Consumer" or "Mentally Ill Consumer" shall mean a person in Alachua County who:
      i. is under the jurisdiction of the Alachua County Courts; or
      ii. is under the supervision of the Florida Department of Corrections via Parole or Conditional Release; or
      iii. and has been referred by the court, defense counsel, State Attorney, Alachua County Sheriff's Office Department of the Jail; or,
      iv. has been referred by Law Enforcement in lieu of an arrest; and,
      v. has been assessed by this program and identified as having mental health issues, substance abuse issues or co-occurring mental health and substance abuse issues

   b. Full Time Equivalent (hereafter FTE) – equal to one filled, full time, annual-salaried position.

   c. Court – the Courts of the Eighth Judicial Circuit located in Alachua County Florida.

6. Scope of Services

   A. Intent of this Agreement

MERIDIAN agrees, under the terms and conditions of this Agreement and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Service Delivery and Grant Administration Services required to implement and complete the COUNTY's FY 2011 CJMHSAREG project in compliance with applicable laws and regulations.

MERIDIAN will provide the following services in fulfilling this contract:

B. Scope of Services – Grant Administration Services

- Serve the COUNTY as its professional representative and coordinate all phases of the Grant Administration.
- Perform additional tasks necessary to activate the grant agreement,
- Represent the COUNTY during site visits and monitorings and respond to DCF monitoring reports and all related correspondence.
- Develop project information management and filing system.
- Develop project financial management system for receiving and disbursing funds.
- Maintain project account records.
- Develop grant work plans for project contract document for submission to DCF or Technical Assistance Agent.
- Preparation of project contract document for subcontract(s)
- Administer budget for project contract including monitoring expenditures and submit requests for budget modification as needed.
- Ensure contracted services are delivered according to grant requirements.
- Oversight of project schedule and compliance
- Coordination with other agencies and contracts, as necessary.
- Maintain ongoing direct communication and coordination with the Courts throughout the course of the grant
- Maintain ongoing direct communication and coordination with the Alachua County Sheriff's Office throughout the course of the grant
- Tracking in-kind match contributions as required by grant
- Prepare Requests for Funds in a timely manner for review, approval, and execution by the COUNTY for submission to DCF.
- Prepare Semi-Annual and Annual Financial and other reports as requested in a timely manner for review, approval, and execution by the COUNTY for submission to DCF
- Develop and process amendments, as needed.
- Attend local government meetings, after prior notice and approval of COUNTY contact, to obtain approval of actions and present status reports.
- Provide monthly project status reports to COUNTY staff indicating areas of concern and assisting the COUNTY in developing solutions to any such problems, when necessary.
- Monitor all project activity and ensure adequate documentation to ensure compliance with grant requirements.
- Provide all other necessary technical assistance.
- Balance final project budget.
- Gather all necessary supporting documents.
- Prepare documents for administrative/financial close out.

- Prepare Final Status Report.
- Respond to audit findings and concerns, if any.
- Perform other activities as may be required by DCF or the COUNTY to properly administer the grant.
- Meridian shall monitor and manage the project budget to assure the planned level of services are provided equally throughout the entire term of this agreement without reductions or disruptions in service
- In publicizing, advertising, or describing the sponsorship of the program, state: Sponsored by Alachua County and the State of Florida, Department of Children and Families"

C. Scope of Services – Program Service Delivery – Expanded Forensic Diversion Program (E-FDT)

PURPOSE

Divert more complex, highly recidivistic individuals with mental illness, substance abuse disorders or co-occurring substance use disorders from the Alachua County Sheriff's Office, Department of the Jail. Enhance the Forensic Diversion Program to include more specialized treatment, expanded use of SOAR, and linkages with Vocational Rehabilitation, Veteran's services, and the Health Department.

PROJECT GOALS

- Increase public safety
- Divert and treat people with mental illness, substance abuse disorders or co-occurring mental illness and substance use disorders who are in, or at risk of entering the criminal justice system.
- Avert increased spending on local criminal justice and State spending (defined as F.S. 916 forensic beds and State civil commitment beds)
- Enhance communication, collaboration and partnerships among the criminal justice system, treatment referral sources, treatment providers, vocational and housing resources, the community, participants and their families

DESCRIPTION

The E-FDT will provide services in three areas; Screening, Court/Case Management Services, and Treatment. Services will be provided in the jail, community, and at the clinic.

- Target Population will be individuals who have had two or more extended jail admissions, a serious and persistent mental illness, a substance abuse disorder, or a co-occurring mental illness and substance use disorder
- Clients – A goal of 300 individuals will be served annually
- Evidence Based Approach (EBA) – Use of the Sequential Intercept Model (SIM), SOAR, Trauma Informed Care, Gender Specific Care, Moral Reconation Therapy, and Cognitive Based Therapy.
- Protocols/Procedures – MERIDIAN will coordinate the establishment of written protocols and/or MOUs, consistent with the SIM, between all relevant agencies

for all intercept points including: Pre-Booking, Post-Booking, Court and Jail, Re-Entry and Post Release including expanded services at each intercept point as detailed in the grant application.

- Exchange of Information - MERIDIAN will coordinate the establishment of written protocols for the exchange of information between all agencies, the Office of the Sheriff and the Courts, as needed
- Identifying persons who meet target requirements will occur through pre-arrest intervention, jail in-reach and community outreach
- Services to be provided to program participants will include:
    - Screening services to determine if a person meets program criteria, should be referred out to other community resources, and/or determine which program component is appropriate for each client.
    - Provide intensive case management services including assisting with access to primary health care, vocational, educational, housing, and applying for social security benefits.
    - Provide outpatient treatment services that includes trauma informed and gender specific care utilizing Moral Reconation and Cognitive Behavioral therapies.
    - Assessment of those referred to program using Global Appraisal of Individual Needs (GAIN)
    - Treatment based on GAIN findings
    - Psychiatric services
    - Medication management
    - Intensive Case Management until transfer to another agency
    - Benefits Coordination
    - Vocational Services
    - Housing
    - Re-entry services including discharge planning as determined by Gains Center Re-Entry Checklist which will be administered prior to release from jail, during establishment of treatment plan following release from jail, 3 months following program admission, and discharge
    - Ancillary services will be provided through coordination with the Alachua County Health Department, Vocational Rehabilitation, local Workforce Board and Florida Works.
- Employ 5.7 FTEs including
    - Program Manager who is a masters or doctoral level mental health professional (1 FTE)
    - Care Counselor – SOAR Specialist (1 FTE)
    - Care Counselor (1 FTE)
    - (2) part time Peer Specialists (1 FTE total)
    - On Call staff to assure 24 hour coverage (.25 FTE)
    - Advanced Registered Nurse Practitioner (A.R.N.P.) (0.2 FTE)
    - Jail Diversion Specialist via subcontract with Alachua County Sheriff's Office (1 FTE)
    - Senior Clinician (.25 FTE)
    - Psychiatrist (50 hours annually)
- Other Staff Requirements
    - A.R.N.P will be supervised by MERIDIAN's Medical Director
    - Team staff will have expertise in co-occurring disorders, criminal justice system, housing, benefits coordination and vocational supports.

    - Peer specialists will be in recovery and certified during the first year of employment
- Provide or cause to be provided appropriate office space for FDT Staff, excluding in-kind match staff
- Data collection and Reporting will include at a minimum
    - Data required by grant or recommended by Technical Assistance Center at FMHI and the CJMHSAGPC committee.
    - Monthly reports and an aggregate annual statistical report for services including caseload counts
    - Track Admissions and discharge data including number screened for services, referral source, whether accepted or rejected, reason for rejection, time from referral to admission to services, agency transferred to upon discharge
    - Track perception of care data from participants, family members and advocates
    - Track data on each participants jail days and recidivism rates.
    - Utilize the GAIN Re-entry checklist to measure access and need for community based services at least twice during each course of treatment, once at initial screening and again at discharge.
    - Track data regarding each clients number of days in the community, jail, prison, and/or state hospital to provide a basis for cost aversion on criminal justice and F.S. 916 forensic beds.
    - Document Communication, Collaboration and Partnership by:
        - Reporting to the CJMHSAGPC on number served and array/volume of services provided to enrollees
        - Bi-annual process data from all partner agencies via MERIDIAN's nationally normed instrument
        - Presentation of outcome data at committee meetings
        - Ongoing feedback to community stakeholders and constituencies
- Coordinate with Technical Assistance Provider as required
- Training and education
    - Training will be available to partners and staff
    - Training will include Crisis Intervention Team (CIT) and Mental Health First Aid
    - All staff will be required to have the following training
        - Forensic evaluator training by the Florida Mental Health Institute
        - NFETC's statewide training for new Forensic Specialists
        - Use of the GAIN, Re-Entry Checklist and HCR-20
        - Cross training for all team members
        - Motivational Interviewing and recovery-oriented engagement strategies
- Evaluation and Sustainability Activities will include
    - Documentation of achievement of key objectives including
        - Reduction in incarceration frequency of the targeted population and decrease in criminal conduct
        - Documented increase in voluntary treatment of target population and adherence to treatment
        - Aversion of increased spending on criminal justice and forensic beds
        - Provision of data to Technical Assistance Center at FMHI

- Quarterly Reports to CJMHSAGPC and other Reports as deemed necessary
- Dissemination of quarterly reports to local agencies and collaborative partners

- Adherence to Grant Timeline
  - MERIDIAN will adhere to Project Timeline in Attachment A, or as agreed to by granting agency and approved by CHMHGPC and/ or BOCC

If the Grant Award Agreement between the COUNTY and DCF is amended, the scope of services for the project shall be amended to be consistent with that Agreement

In addition to any other requirements, duties or obligations of MERIDIAN, MERDIAN will comply will all applicable provisions of the Memorandum of Understanding between the COUNTY and DCF (Exhibit 1) and its attachments, and will maintain records of such nature, type and detail as is required by the COUNTY, DCF and the MOU.

7. Other Requirements

a. Privacy Act and Confidentiality – Follow the privacy and de-identification standards and requirements of the State of Florida, The Health Insurance Portability and Accountability Act (CFR 45.601 et seq) (HIPAA) and the Drug Treatment requirements of CFR 42, Part 2.
b. Program Audit – Annual records audits will be performed by Alachua COUNTY Court Services staff to assure Agreement compliance, performance and quality assurance.
   i. Court Services staff will provide MERIDIAN at least Thirty (30) days notice of pending annual site visit for records review.
   ii. Additional audits may be performed, with Thirty (30) days notice.
   iii. Records review may include all clinical, financial and/or program related documentation.
   iv. Corrective action plans shall be developed for any non-compliance issues found.

8. Consideration and Method of Payment for Services

For the assumption and performance of the duties, obligations and responsibilities set forth herein, MERIDIAN shall be paid in accordance with this section

a. MERIDIAN shall be paid for those services required by this Agreement not to exceed the sum of $416,500 for the initial Agreement term
   i. Payment shall be made as reimbursement for all expenses made and incurred on a monthly basis as follows:

   For the first two (2) months of the agreement Meridian may request a cumulative reimbursement not to exceed 25% (twenty five percent) of the total not to exceed amount.

For the next 10 (ten) months, Meridian may request a reimbursement amount each month not to exceed 10% (ten percent) of the remaining not to exceed amount.

.

County will reimburse Meridian for the following general classes of services provided that each relates to the provision of services under this Grant.

Meridian will submit a monthly invoice that itemizes reimbursement requested for the following categories: Salaries, Fringe Benefits, Administrative Costs, Staff Travel, Contractual Services, Supplies, Rent, Utilities, and Other Expenses in accordance with the approved CJMHSAEG.

b. As a condition precedent for any payment, MERIDIAN shall submit monthly, unless otherwise agreed in writing by the COUNTY, an invoice to the COUNTY requesting payment for services properly rendered and expenses due. MERIDIAN's invoice shall describe with reasonable particularity each service rendered, and the dates thereof. MERIDIAN's invoice shall be accompanied documentation or data in support of services for which payment is sought as the COUNTY may require. Each invoice shall bear the signature of the Professional which signature shall constitute the Professional's representation to the COUNTY that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the COUNTY that, upon receipt by the COUNTY of the amount invoiced, all obligations of the Professional to others, including its consultants or subcontractors, incurred in connections with the Project, will be paid in full. The Professional shall submit invoices to the COUNTY at the following address:

Director of Court Services
Alachua County Dept. of Court Services
14 N.E. 1st Street
Gainesville, FL 32601

In the event that the COUNTY becomes credibly informed that any representations of MERIDIAN relating to payment are wholly or partially inaccurate, the COUNTY may withhold payment of the sums then or in the future otherwise due to MERIDIAN until the inaccuracy, and the cause thereof, is corrected to the COUNTY's reasonable satisfaction.

Any travel for which payment is made will be in accordance with the DCF Travel guidelines. Payment for travel will be made in accordance with the provisions o f§ Subsection 287.058(1)(b) and 112.061, Florida Statues.

Purchase of Information Technology Resources with grant funds provide by the DCF requires prior written approval from DCF in accordance with procedures established by DCF.

No funds provided herein may be expended for the purpose of lobbying the legislature, judicial branch, or a state agency in accordance with sections 11.062 and 216.347, F.S.

Payments for all sums properly invoiced shall be made, subject to availability of project funds, in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua COUNTY Prompt Payment Procedure (available at http://co.alachua.fl.us/gov/dept/adminservices/purchasing), to:

Meridian Behavioral Healthcare Inc.
Attn.: Dr. Margarita Labarta, President
4316 SW 13th Street
Gainesville, FL 32608

9. Subcontracts

A. Any subcontracts under this Agreement, must include a provision that the subcontractor is bound by the terms and conditions of this Agreement with the COUNTY.

B. MERIDIAN agrees to include in any subcontract under this Agreement that the subcontractor shall indemnify and hold harmless the DCF, the COUNTY from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Agreement.

10. Modification of Agreement

All modifications or amendments to this Agreement shall be in writing, executed with the same formalities as this Agreement, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Agreement. The amount of compensation to be paid to MERIDIAN will not be amended without mutual agreement of the COUNTY and MERIDIAN, formally executed in writing, subject to availability of funds.

11. Project Records

For a period of seven (7) years after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, MERIDIAN shall keep and make available to the County for inspection and copying, upon written request by the County, all records in MERIDIAN's possession relating to the contract. Additionally, MERIDIAN shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

COUNTY and professional acknowledge that in performance of services under this agreement, the Professional will utilize personal health information that is protected under The Health Insurance Portability and Accountability Act (CFR 45.601 et seq) (HIPAA) and the requirements of CFR 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

MERIDIAN and COUNTY each warrant that they will abide by the privacy and the de-identification standards and requirements of the State of Florida, The Health Insurance Portability and Accountability Act (CFR 45.601 et seq) (HIPAA) and the requirements of CFR 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

During the term of this agreement or license, MERIDIAN may claim that some or all of MERIDIAN's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by VENDOR in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. MERIDAN shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the MERIDIAN as "Confidential Information" or "CI".

The County shall promptly notify MERIDIAN in writing of any request received by the County for disclosure of MERIDIAN's Confidential Information and MERIDIAN may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. MERIDIAN shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. MERIDIAN shall investigate, handle, respond to, and defend, using counsel chosen by the County, at MERIDIAN's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. MERIDIAN shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. MERIDIAN releases County from claims or damages related to disclosure by County.

Any subcontracts under this Agreement, must include a provision that the subcontractor will abide by the privacy and the de-identification standards and requirements of the State of Florida, The Health Insurance Portability and Accountability Act (CFR 45.601 et seq) (HIPAA) and the requirements of CFR 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

12. Notice

Except as otherwise provided in this agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, MERIDIAN's representative and the COUNTY's representative are:

Director of Court Services
Alachua County Dept. of Court Services
14 N.E. 1st Street
Gainesville, FL 32601

Alachua County, Office of Management and Budget
ATTN: Agreements
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

Meridian Behavioral Healthcare Inc.
Attn.: Richard Anderson, Senior Vice President
4316 SW 13th Street
Gainesville, FL 32608

A copy of any notice, request or approval to the COUNTY must also be sent to:

J. K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to
Alachua County
Office of Management and Budget
105 SE 1st Street, Suite 6
Gainesville, Fl, 32601
Attn: Agreements

13. Default & Termination

A. This Agreement may be terminated in whole or in part in writing by the COUNTY in the event of substantial failure by MERIDIAN to fulfill its obligations under this Agreement through no fault of the COUNTY, provided that no termination may be effected unless MERIDIAN is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. The written notice will make specific reference to the provision which gave rise to the default. The Director of Court Services is authorized to provide written notice of termination on behalf of the COUNTY.

B. This Agreement may be terminated in whole or in part in writing by the COUNTY for its convenience, with or without cause or in the event funds are not available upon no less than twenty four (twenty four) hours notice. The COUNTY's Director of Court Services is authorized to provide written notice of termination on behalf of the COUNTY.

C. If termination for default is effected by the COUNTY, an equitable adjustment in the price for this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to MERIDIAN at the time of termination may be adjusted to cover any additional costs to the COUNTY because of MERIDIAN's default.

For any termination, the equitable adjustment shall provide for payment to MERIDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by MERIDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (1) or (2) above, MERIDIAN shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, reports specifications, summaries and other

such information, as may have been accumulated by MERIDIAN in performing this Agreement, whether completed or in process.

E. Upon termination, the COUNTY may take over the work and may award another party an agreement to complete the work described in this Agreement.

F. If, after termination for failure of MERIDIAN to fulfill contractual obligations, it is determined that MERIDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

G. If funds to finance this agreement become unavailable, the COUNTY may terminate the agreement with no less than twenty-four hours notice in writing to MERIDIAN. The COUNTY will be the final authority as to the availability of funds. The COUNTY will pay MERIDIAN for all work completed prior to any notice of termination.

14. Remedies

Unless otherwise provided in this Agreement, all other matters in question between the COUNTY and MERIDIAN, arising out of or relating to this Agreement, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Agreement, shall be Alachua County, Florida.

15. Insurance & Liability

A. MERIDIAN shall be responsible for all damages to persons or property that occur as a result of MERIDIAN's fault or negligence in connection with work performed under the provisions of this Agreement, and MERIDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the COUNTY. MERIDIAN will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment B.

B. MERIDIAN shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of MERIDIAN and other persons employed or utilized by MERIDIAN in the prosecution of work pursuant to the provisions of this Agreement.

16. Energy Efficiency

MERIDIAN shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Project Representatives

The COUNTY's Project Manager for this Agreement is: Jim Santangelo, Court Services Acting Director.

MERIDIAN's Project Grants Manager responsible for the planning and application services of this Agreement is Richard Anderson, Senior Vice President, 4316 SW 13th Street, Gainesville, FL 32608. In the event that different representatives are designated by either party after execution of this Agreement,

notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Agreement.

18. Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the parties.

19. Eligibility

MERIDIAN certifies that it is eligible to receive state and federally funded contracts. MERIDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Agreement.

20. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Agreement, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. MERIDIAN warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. MERIDIAN shall notify the COUNTY of any conflict of interest due to any other clients, contracts, or property interests. Further, MERIDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

21. Ownership of Deliverables

All project deliverables and documents are the sole property of the COUNTY and may be used by the COUNTY for any purpose.

22. Laws & Regulations

MERIDIAN will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. MERIDIAN is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If MERIDIAN is not familiar with state and local laws, ordinances, code rules and regulations, MERIDIAN remains liable for any violation and all subsequent damages or fines.

23. Assignment of Interest

Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

24. Successors and Assigns

The COUNTY and MERIDIAN each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

25. Independent Contractor Agreement

In the performance of this agreement, MERIDIAN is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the COUNTY. MERIDIAN is solely responsible for the means, method, technique, sequence, and procedure utilized by MERIDIAN in the full performance of the agreement.

26. Collusion

By signing this agreement, MERIDIAN declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

27. Prohibition Against Contingent Fees

MERIDIAN warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for MERIDIAN to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for MERIDIAN any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

28. Third Party Beneficiaries

This agreement does not create any relationship with, or any rights in favor of, any third party.

29. Severability

If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.

30. Non Waiver

The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

31. Governing Law and Venue

This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua COUNTY.

32. Captions and Section Headings

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

33. Construction

This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

34. Attachments

This Agreement is subject to the provisions of the following Attachments, which are attached to and made a part of this Agreement:

(1) Attachment A, "Project Timeline" (included in MOU)

(2) Attachment B, "Professional Insurance Requirements," consisting of two (2) pages

(3_ Exhibit 1. "Memorandum of Understanding between the COUNTY and DCF MOU# LHZ33" (consisting of _____7 pages)

35. Entire Agreement

This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Chairman, Board of County Commissioners

ATTEST:

_____
J, K, Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Name and Title:Margarita Labarta, President

ATTEST (by corporate officer)

BY: _____

SHONDA BROWN

Name and Title

ATTACHMENT A: Timeline

ATTACHMENT B
TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and

completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT 1 Memorandum of Understanding

Approved 12/07/10

1/4/11

MOU# LHZ33

MEMORANDUM OF UNDERSTANDING
for
EXPANSION GRANT

CRIMINAL JUSTICE, MENTAL HEALTH and SUBSTANCE ABUSE REINVESTMENT GRANT

Alachua County Board of County Commissioners
and
State of Florida
Department of Children and Families

WHEREAS, the Department of Children and Families (hereinafter Department) along with the Grant Review Committee has authority under section 394.656, F.S. to implement the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program (hereinafter Program), and

WHEREAS, the Program provides funding to counties they can plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems, and

WHEREAS, a county or a consortium of counties that received an Implementation/Expansion Grant under the 2007 solicitation of the Reinvestment are eligible to apply for the expansion grant. These counties were Alachua, Broward, Hillsborough, Lee, Leon, Orange, Pinellas, Polk, Miami, Nassau, and St. Lucie; and

WHEREAS, the Department has received a grant application from Alachua County in the 8th Judicial Circuit (hereinafter County) in response to the Request for Applications issued by the Department on **August 20, 2010**, and

WHEREAS, the Grant Review Committee has considered all the applications submitted to the Department, and

WHEREAS, it appears to the Department that there is a need to provide the funds requested by the County's Expansion Grant Application,

NOW, THEREFORE, the Department hereby awards the sum of $750,000 to County over three years with $250,000 of that total grant amount being awarded beginning with state fiscal year 2010-2011 under the following terms and conditions:

1. The application filed with the Department by the County dated **September 14, 2010** and attached to this agreement as Attachment I is hereby incorporated within this agreement as if fully set out at length herein. The solicitation document upon which that application is based is also hereby incorporated within this agreement and is attached as Attachment II.

2. County hereby agrees to perform the tasks and to provide the services described in Attachment I with the following exceptions and/or special conditions:

a. To conduct travel in accordance with the Department's travel guidelines as governed by Subsection 287.058(1)(b), F.S., and in accordance with section 112.061, F.S. See, the Department's travel policy, CFOP 40-1 (Official Travel of DCF Employees and Non-Employees).

b. Written approval from the Department must be obtained prior to purchasing any Information Technology Resource (ITR) with grant funds. The County agrees to secure prior written approval by means of an Information Resources Request (IRR) form before purchase of any ITR. The County agrees to comply with the Department's ITR policy, CFOP 50-9, Policy on Information Resource Requests.

3. County agrees that it will award sub-grants as described in its application and that it will do all things promised in that application including, but not limited to, supervising and coordinating expenditures made by sub-recipients. County further agrees to assure that funds are expended for the purposes intended and that a full accounting for these grants funds is made.

4. If there is a conflict between the grant application and this Memorandum of Understanding, the Grant Memorandum of Understanding shall prevail.

5. In accordance with sections 11.062 and 216.347, F.S., no funds provided by this grant may be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. This Grant Memorandum of Understanding is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with applicable Florida laws. In the event that litigation by either party to this Memorandum of Understanding becomes necessary, venue shall be proper only in Leon County, Florida.

7. County agrees to maintain complete, accurate and adequate records, including financial records, relating to funds received pursuant to this Grant Memorandum of Understanding and of all expenditures made by County and its sub-recipients with grant funds. The County will require audit and record keeping requirements in all sub-grants and assignments.

8. County agrees to provide a financial and compliance audit to the Department as described in the Financial and Compliance Attachment (Attachment III) and to ensure that all related party transactions are disclosed to the auditor.

9. County agrees to retain all financial records, supporting documents, statistical records and any other documents, whether kept by electronic storage media or otherwise, for a period of

not less than six (6) years after the starting date of this Grant Memorandum of Understanding. If audit findings have not been resolved at the end of the six (6) year period, the records shall be retained until resolution of the audit findings. State auditors and any persons authorized by the Department shall have full access to, and shall have the right to examine any materials at any time during regular business hours.

10. County agrees to provide data and other information requested by the CJMHSA Grant Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute of the University of South Florida to enable TAC to perform statutory duties established in the authorizing legislation. County agrees to submit semi-annual program reports on or before May 1 and November 1, annually to the Florida Department of Children and Families. County agrees to submit an annual fiscal report, signed by the County Administrator, on or before November 1 to the Florida Department of Children and Families. The Department will provide County with templates and forms needed to file all required reports.

11. County agrees to be liable, to the extent provided by law, for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Recipient, and its agents, sub-recipients and employees, during performance of the contracts authorized by this Grant Memorandum of Understanding.

12. County agrees to establish an informal dispute resolution process to resolve any disputes between the County and any sub-recipients or persons served with grant funds.

13. County and all sub-recipients shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Alachua County and the State of Florida, Department of Children and Families" If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the County.

14. County shall not use or disclose any information concerning a person served with grant funds under this Grant Memorandum of Understanding for any purpose prohibited by state law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

15. County shall permit Department personnel or representatives to monitor the services that are provided by the County under this Grant Memorandum of Understanding.

16. County agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S, made or received by County in conjunction with this Grant Memorandum of Understanding.

17. Payment under all state contracts is contingent upon an annual appropriation by the Florida Legislature. The release of these funds shall be subject to the availability of the funds at the Department.

18. Any notice required under this Grant Memorandum of Understanding shall be in writing and sent by hand delivery, U.S. Postal Service Certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. The notice shall be sent to the representative of County responsible for administration at the designated address contained in this Grant Memorandum of Understanding.

19. This Grant Memorandum of Understanding shall be effective on the date signed by both parties. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2013, or three years from the effective date, whichever is later.

20. The Department may terminate this Memorandum of Understanding with cause, without cause, or if funds are not available for payment. The Department may terminate this Grant Memorandum of Understanding by giving no less than twenty-four (24) hours notice in writing to County. The notice shall be delivered by hand delivery, U.S. Postal Service, or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to availability and adequacy of state funds. In the event of termination, County will be compensated for any work satisfactorily completed prior to the effective date of termination.

21. County agrees to return to the Department any overpayments or funds disallowed after any audit. In the event that the County or its independent auditor discovers that an overpayment has been made, County shall repay the overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Grant Manager, on behalf of the Department, will notify County by letter of such findings. Should repayment not be made forthwith, County will be charged interest at the lawful rate on the outstanding balance.

22. In accordance with section 402.73(3), F.S, if this grant includes funds for the purchase of or improvement to real property the provision of grant funds are contingent upon County granting to the state a security interest in the property in the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements. As a condition of receipt of state funding for this purpose, County agrees that, if it disposes of the property before the Department's interest is satisfied, County will refund the proportionate share of the state's initial investment.

23. This Grant Memorandum of Understanding can be modified only by a formal, written agreement signed by the parties to it. Any modifications shall be attached to the original Grant Memorandum of Understanding and a copy shall be sent to all interested persons.

24. Official Name of Payee and Representatives:

a) Official name of payee and address where payment is to be sent:

Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602

b) The name, address, telephone number, and email address of the Grant Manager for under this Grant Memorandum of Understanding is:

Thomas Tonkavich
Alachua County Court Services
249 West University
Gainesville, FL 32601
(352) 491-4650
ttonkavich@alachuacounty.us

c) The name, address, telephone number, and email address of the Procurement Manager under this Grant Memorandum of Understanding is:

Ellen Piekalkiewicz, Executive Director,
Florida Substance Abuse and Mental Health Corporation
1317 Winewood Boulevard, Building 1 Suite 206
Tallahassee, Florida 32399-0700
Local: (850) 410-1576; SunCom: 210-1576
ellen_piekalkiewicz@dcf.state.fl.us

d) The name, address, telephone number, and email address of the Grant Manager for Department of Children and Families under this Grant Memorandum of Understanding is:

Jennifer Benghuzzi
Department of Children and Families
Substance Abuse and Mental Health Program Office
Contract Management Unit
1317 Winewood Boulevard
Building 6, Room 255
Tallahassee, Florida 32399-0700
Phone: (850) 488-4284
Jennifer_Benghuzzi@dcf.state.fl.us

25. This Grant Memorandum of Understanding and its attachments and any exhibits referenced in the attachments, together with any documents incorporated by reference, contain

all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Grant Memorandum of Understanding shall supersede all previous communications, representations, or agreements, either oral or written between the parties. If any term or provision of this Grant Memorandum of Understanding is determined unlawful or unenforceable, the remaining provisions of this Grant Memorandum of Understanding shall remain in full force and effect.

26. County agrees to comply with section 394.657, F.S., relating to the establishment of County planning councils or committees. Within 30 days of the effective date of this Grant Memorandum of Understanding, County must provide the list of members of this council to the Grant Manager for the Department in accordance with Attachment IV.

27. County must comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated under that statute (See, 45 CFR Parts 160, 162, and 164).

IN WITNESS HEREOF the parties have executed this 101 page Grant Memorandum of Understanding, including Attachments I, II, III and IV, by their undersigned officials.

County : **Alachua County Board of County Commissioners**

ATTEST:
J. K. IRBY, CLERK

Signed By: _____

Name: LEE PINKOSON, CHAIR

Date: _____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

County Federal EID#: _____

County Fiscal Year Ending Date: ____/____

****

STATE OF FLORIDA - DEPARTMENT OF CHILDREN AND FAMILIES

Signed By: _____

Name: David A. Sofferin
Title: Assistant Secretary for Substance Abuse and Mental Health

Date: _____

Project Timeline

Key Activity	Milestones												Responsible Staff
Year 1	1	2	3	4	5	6	7	8	9	10	11	12	
Award Notification													CJMHSAGPC
County contracts with Meridian; establishes interagency protocols													CJMHSAGPC
Develop and sign contracts/inter-departmental agreements with Meridian, Jail, Court Services													CJMHSAGPC
Continue with Community Outreach and Engagement													West/Chu/Keith (Meridian/ACSO-DOJ)
Formulation of E-FDT Program into 3 Branches of Service													West/Chu
Update Screening Assessment tool to evaluate gender-specific, trauma, and other therapeutic needs of target population.													West/Chu
Implement E-Forensic Diversion Team													West/Chu/Keith (Meridian/ACSO-DOJ)
Training E-FDT on Gender-specific treatment, Trauma-Informed care, MRT/CBT													West
Identification/Training of SOAR Benefits Coordinator													Vail
Update and review policies and procedures for E-FDT program													CJMHSAGPC
Update data collection protocols													Technical Subcommittee
Review and update referral procedures													Technical Subcommittee
Establish base-line data for Expansion project (Recidivism rates, Benefits needs, Medical Home													CJMHSAGPC

Cross-training for criminal justice partners on referral process on E-FDT													Chu/Vail
Meet with representatives from DOH, Voc Rehab, Florida Works, and VA coordinate services													CJMHSAGPC
Clients accepted into E-FDT program													West/Chu/Keith (Meridian/ACSO-DOJ)
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc													CJMHSAGPC
Collect & Analyze Data													West/Chu/Keith (Meridian/ACSO-DOJ)
Completion of Grant Repot													CJMHSAGPC
Year 2	1	2	3	4	5	6	7	8	9	10	11	12	
Review and update the strategic plan													CJMHSAGPC
Community Outreach and Engagement													CJMHSAGPC
Reporting to the Community													West/Chu/Keith/CJMHSAGPC (Meridian/ACSO-DOJ)
Collect & Analyze Data: Evaluation of one-year follow-up data of program participants and assessment of outcome measures. Comparison of recidivism rates of program with cohort group of non-participants													West/Chu/Keith (Meridian/ACSO-DOJ)
Year 3	1	2	3	4	5	6	7	8	9	10	11	12	
Review and update the strategic plan													

Community Outreach and Engagement													CJMHSAGPC
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc.													CJMHSAGPC
Evaluation of Project Effectiveness: Assessment of program fidelity, cost-saving analysis, etc.													CJMHSAGPC
CJMHSAGPC Expansion discussions													CJMHSAGPC

Approved 12/07/10

1/4/11

MOU# LH233

MEMORANDUM OF UNDERSTANDING
for
EXPANSION GRANT

CRIMINAL JUSTICE, MENTAL HEALTH and SUBSTANCE ABUSE REINVESTMENT GRANT

Alachua County Board of County Commissioners
and
State of Florida
Department of Children and Families

WHEREAS, the Department of Children and Families (hereinafter Department) along with the Grant Review Committee has authority under section 394.656, F.S. to implement the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program (hereinafter Program), and

WHEREAS, the Program provides funding to counties they can plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems, and

WHEREAS, a county or a consortium of counties that received an Implementation/Expansion Grant under the 2007 solicitation of the Reinvestment are eligible to apply for the expansion grant. These counties were Alachua, Broward, Hillsborough, Lee, Leon, Orange, Pinellas, Polk, Miami, Nassau, and St. Lucie; and

WHEREAS, the Department has received a grant application from Alachua County in the 8th Judicial Circuit (hereinafter County) in response to the Request for Applications issued by the Department on **August 20, 2010**, and

WHEREAS, the Grant Review Committee has considered all the applications submitted to the Department, and

WHEREAS, it appears to the Department that there is a need to provide the funds requested by the County's Expansion Grant Application,

NOW, THEREFORE, the Department hereby awards the sum of $750,000 to County over three years with $250,000 of that total grant amount being awarded beginning with state fiscal year 2010-2011 under the following terms and conditions:

1. The application filed with the Department by the County dated **September 14, 2010** and attached to this agreement as Attachment I is hereby incorporated within this agreement as if fully set out at length herein. The solicitation document upon which that application is based is also hereby incorporated within this agreement and is attached as Attachment II.

2. County hereby agrees to perform the tasks and to provide the services described in Attachment I with the following exceptions and/or special conditions:

a. To conduct travel in accordance with the Department's travel guidelines as governed by Subsection 287.058(1)(b), F.S., and in accordance with section 112.061, F.S. See, the Department's travel policy, CFOP 40-1 (Official Travel of DCF Employees and Non-Employees).

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4. If there is a conflict between the grant application and this Memorandum of Understanding, the Grant Memorandum of Understanding shall prevail.

5. In accordance with sections 11.062 and 216.347, F.S., no funds provided by this grant may be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. This Grant Memorandum of Understanding is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with applicable Florida laws. In the event that litigation by either party to this Memorandum of Understanding becomes necessary, venue shall be proper only in Leon County, Florida.

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19. This Grant Memorandum of Understanding shall be effective on the date signed by both parties. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2013, or three years from the effective date, whichever is later.

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24. Official Name of Payee and Representatives:

a) Official name of payee and address where payment is to be sent:

Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602

b) The name, address, telephone number, and email address of the Grant Manager for under this Grant Memorandum of Understanding is:

Thomas Tonkavich
Alachua County Court Services
249 West University
Gainesville, FL 32601
(352) 491-4650
ttonkavich@alachuacounty.us

c) The name, address, telephone number, and email address of the Procurement Manager under this Grant Memorandum of Understanding is:

Ellen Piekalkiewicz, Executive Director,
Florida Substance Abuse and Mental Health Corporation
1317 Winewood Boulevard, Building 1 Suite 206
Tallahassee, Florida 32399-0700
Local: (850) 410-1576; SunCom: 210-1576
ellen_piekalkiewicz@dcf.state.fl.us

d) The name, address, telephone number, and email address of the Grant Manager for Department of Children and Families under this Grant Memorandum of Understanding is:

Jennifer Benghuzzi
Department of Children and Families
Substance Abuse and Mental Health Program Office
Contract Management Unit
1317 Winewood Boulevard
Building 6, Room 255
Tallahassee, Florida 32399-0700
Phone: (850) 488-4284
Jennifer_Benghuzzi@dcf.state.fl.us

25. This Grant Memorandum of Understanding and its attachments and any exhibits referenced in the attachments, together with any documents incorporated by reference, contain

all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Grant Memorandum of Understanding shall supersede all previous communications, representations, or agreements, either oral or written between the parties. If any term or provision of this Grant Memorandum of Understanding is determined unlawful or unenforceable, the remaining provisions of this Grant Memorandum of Understanding shall remain in full force and effect.

26. County agrees to comply with section 394.657, F.S., relating to the establishment of County planning councils or committees. Within 30 days of the effective date of this Grant Memorandum of Understanding, County must provide the list of members of this council to the Grant Manager for the Department in accordance with Attachment IV.

27. County must comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated under that statute (See, 45 CFR Parts 160, 162, and 164).

IN WITNESS HEREOF the parties have executed this 101 page Grant Memorandum of Understanding, including Attachments I, II, III and IV, by their undersigned officials.

County : **Alachua County Board of County Commissioners**

ATTEST: J. K. IRBY, CLERK

Signed By: _____

Name: LEE PINKOSON, CHAIR

Date: _____

County Federal EID#: _____

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

County Fiscal Year Ending Date: ___/___

****

STATE OF FLORIDA - DEPARTMENT OF CHILDREN AND FAMILIES

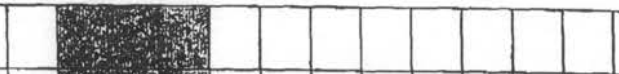
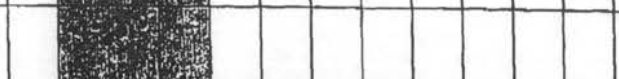
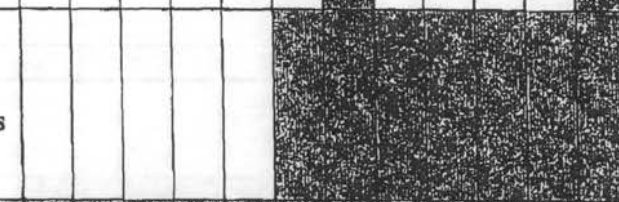
Signed By: _____

Name: David A. Sofferin
Title: Assistant Secretary for Substance Abuse and Mental Health

Date: _____

Project Timeline

Year 1	
Award Notification	CJMHSAGPC
County contracts with Meridian; establishes interagency protocols	CJMHSAGPC
Develop and sign contracts/inter-departmental agreements with Meridian, Jail, Court Services	CJMHSAGPC
Continue with Community Outreach and Engagement	West/Chu/Keith (Meridian/ACSO-DOJ)
Formulation of E-FDT Program into 3 Branches of Service	West/Chu
Update Screening Assessment tool to evaluate gender-specific, trauma, and other therapeutic needs of target population.	West/Chu
Implement E-Forensic Diversion Team	West/Chu/Keith (Meridian/ACSO-DOJ)
Training E-FDT on Gender-specific treatment, Trauma-Informed care, MRT/CBT	West
Identification/Training of SOAR Benefits Coordinator	Vail
Update and review policies and procedures for E-FDT program	CJMHSAGPC
Update data collection protocols	Technical Subcommittee
Review and update referral procedures	Technical Subcommittee
Establish base-line data for Expansion project (Recidivism rates, Benefits needs, Medical Home	CJMHSAGPC

Cross-training for criminal justice partners on referral process on E-FDT		Chu/Vail
Meet with representatives from DOH, Voc Rehab, Florida Works, and VA coordinate services		CJMHSAGPC
Clients accepted into E-FDT program		West/Chu/Keith (Meridian/ACSO-DOJ)
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc		CJMHSAGPC
Collect & Analyze Data		West/Chu/Keith (Meridian/ACSO-DOJ)
Completion of Grant Repot		CJMHSAGPC
Year 2		
Review and update the strategic plan		CJMHSAGPC
Community Outreach and Engagement		CJMHSAGPC
Reporting to the Community		West/Chu/Keith/CJMHSAGPC (Meridian/ACSO-DOJ)
Collect & Analyze Data: Evaluation of one-year follow-up data of program participants and assessment of outcome measures. Comparison of recidivism rates of program with cohort group of non-participants		West/Chu/Keith (Meridian/ACSO-DOJ)
Year 3		
Review and update the strategic plan		

Community Outreach and Engagement		CJMHSAGPC
Collaboration with CJMHSAGPC (state attorney, law enforcement, case managers, etc.): Sharing information/resources for target population; including training on de-escalation strategies, assessment for emergency service providers, CIT, Mental Health First Aid, substance abuse/mental health, etc.		CJMHSAGPC
Evaluation of Project Effectiveness: Assessment of program fidelity, cost-saving analysis, etc.		CJMHSAGPC
CJMHSAGPC Expansion discussions		CJMHSAGPC

March 22, 2011 Regular Board Meeting
Agenda Item #66

Title
Group Five and Associates, Inc and Alachua County agreement for promotional activities.(Amended) (Amended)

Amount
$181,792.00

Description
Request Approval of Agreement between Alachua County and Group 5 and Associates, Inc. for promotional activities with regard to the Waste Watcher waste reduction campaign, the Curbside Recycling and Reduction of Solid Waste and Yard Trash campaign and the Hazardous Waste Programs.

Recommendation
Approve the Agreement between Alachua County and Group 5 and Associates, Inc. for promotional activities with regard to the Waste Watcher waste reduction campaign, the Curbside Recycling and Reduction of Solid Waste and Yard Trash campaign and the Hazardous Waste Programs.

Alternative(s)
Do not approve the agreement and give staff further direction.

Requested By
Richard Hedrick 374-5245 ext. 1211

Originating Department
Public Works

Attachment(s) Description
Agreement between Alachua County and Group 5 & Associates, Inc.

Documents Requiring Action
Agreement between Alachua County and Group 5 & Associates, Inc.

Executive Summary
This agreement is for Professional services to provide for Public Education and Promotional Campaigns for Recycling and Reduction of Solid Waste/Yard Trash, and for the Alachua County Hazardous Waste Collection Programs. These agreements were from the original Bid # 11-150. The term for the agreement is through September 30, 2011. This Agreement may be amended at the option of the County for two additional two-year terms at the terms and condition contained in this Agreement.

Background
The waste reduction campaigns, include, but are not limited to, backyard composting, curbside recycling, recycling at the rural collection centers, commercial recycling,Tools for Schools and the Hardous Waste Program. The County has used outside professional agencies to assist in the development of public education and promotional campaigns for over 15 years. The professional agency will develop an advertising and promotional campaign, which is to include budget estimates based on approved marketing and advertising objectives and strategies. This campaign will be general in nature so as to be applicable in the County's mandatory refuse collection area, the County's mandatory commercial recycling areas (including multi-family) the County's Hazardous Waste Program and applicable to the County's 75% waste reduction goal(for the year 2020). The waste

reduction campaigns, include, but are not limited to, backyard composting, curbside recycling, recycling at the rural collection centers, commercial recycling,Tools for Schools and the Hazardous Waste Program.

Issues
Alachua County's Comprehensive Plan requires that the County provide education to the public about waste reduction and recycling. This agreement assists the Office of Waste Alternatives. The Curbside Collection Program and Hazardous Waste Program to achieve that mission.

Fiscal Recommendation
Approve agreement amount is budgeted in fiscal year 2011

Fiscal Alternative(s)
Identify alternative funding source(s)

Funding Sources
Waste Alternatives/Solid Waste Fund/Hazardous Waste Fund

Account Code(s)
405-7620-534-4820, 148-7620-534-4820, 401-5541-537.48-50

Attachment: Group 5 PR Final.pdf

Agreement between Alachua County and Group Five and Associates Inc.
for Public Education Campaigns
for Recycling and Reduction of Solid Waste/Yard Trash and Hazardous Waste

This Agreement is entered into this 22nd day of March, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Group 5 and Associates, Inc., doing business at 1215 NW 14 Avenue, Gainesville, Florida 32601, hereinafter referred to as hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for Public Education Campaigns for Recycling and Reduction of Solid Waste/Yard Trash, and for the Alachua County Hazardous Waste Collection Program, and

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and continues until September 30, 2011. Unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for two additional two year terms at the terms and condition contained in this Agreement.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice advertising by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement

including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A"**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Attachment "B"**

5. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of $ 181,792.00 allocated in the following manner:

Alachua County Waste Alternatives	$ 83,500.00
Alachua County Waste Collection	$ 55,000.00
Alachua County Hazardous Waste Collection Program	$ 38,432.00
Professional Liability Errors and Omissions Insurance	$ 4,860.00

5.2. No additional reimbursable expense will be paid under this agreement.

5.3. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in **Exhibit "1"**

5.4. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no

reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

For the Alachua County Waste Alternatives and Waste Collection Programs:

Dept Director
Dept: Public Works
P.O. Box 1188
Gainesville, Florida, 32602-1188

For the Alachua County Hazardous Waste Collection Program

Dept Director
Alachua County Environmental Protection Dept.
201 SE 2nd Ave. Suite 201
Gainesville, FL 32601

5.5. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.6. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Group Five and Associates, Inc.
1215 NW 14 Avenue
Gainesville, Florida 32601

6. Personnel.

6.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	**FUNCTION**
Marsha Evans	*President*
Suzanne Bachus	*Vice President, Senior Account Manager*
Damion Wasylow	*Vice President, Creative Director*
Selena Carter	*Art Director*

Candace Taylor	*Business Manager*
Melissa Vloedman	*Account executive, Media Buyer*
Dru Martin	*Web Designer*

6.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Waste Alternatives Manager may authorize changes to this list in writing.

7. **Notice**. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County: Sally Palmi
Assistant Public Works Director, Waste Management Division
Public Works Department
PO Box 1188
Gainesville, FL 32602-1188

Professional: Marsha Evans
Company Group 5 and Associates, Inc.
Address 1215 NW 14 Avenue
Gainesville, FL 32602-1188

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. **Default and Termination.**

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will

notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or

all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance**. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C".**

12. **Permits**. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations**. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. **Indemnification**

14.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes

of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subProfessionals, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Professional.

14.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. **Standard of Care**. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional advertising agent performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.

16. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

17. **Successors and Assigns**. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

18. **Independent Professional or Consultant**. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

19. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

20. **Conflict of Interest**. The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

21. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

22. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

25. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

26. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

28. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

29. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

30. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

31. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

GROUP 5 AND ASSOCIATES, INC

By: Suzanne A Barlus
Print: Suzanne A Barlus
Title: Vice President

ATTEST (By Corporate Officer)

By: Candace V. Taylor
Print: Candace V. Taylor
Title: Secretary / Treasurer

ATTACHMENT A: Scope Of Services

1.0 **SCOPE OF SERVICES**

The services requested, herein, are for **Public Education Campaigns for Recycling and Reduction of Solid Waste/Yard Trash and the County's Hazardous Waste Program.**

1.1 **Public Education for Recycling and Reduction of Solid Waste and Yard Trash and Hazardous Waste**

1.1.1 **Program Continuity and Non-Duplication of Services - The Consultant w**ill work collaboratively with the Alachua County Office of Waste Collection, the Alachua County Office of Waste Alternatives and the Alachua County Hazardous Waste Program to ensure continuity among the curbside residential, waste alternatives and commercial campaigns and hazardous waste program to ensure no duplication of services.

1.1.2 **Campaign Development** - The Consultant will become familiar with the short and long term objectives, philosophies and the marketing objectives of the County. It is desired that a special promotional campaign be developed to target those areas where participation is below acceptable levels. Such areas will be decided by the County, but are primarily in the Northeast and Southeast portions of the County's mandatory refuse collection area. The theme of "Embrace Zero Waste" is to be used in the development of the campaign strategy. This theme will be used in most of the promotional materials, and print, radio and television advertisements. The consultant will be responsible for the development of any new or additional program initiated by the County.

1.1.3 **Plans** - The Consultant will develop an advertising and promotional campaign which is to include budget estimates based on approved marketing and advertising objectives and strategies. This campaign will be general in nature so as to be applicable in the County's mandatory refuse collection area, the County's mandatory commercial recycling areas (including multi-family) the County's Hazardous Waste Program and applicable to the County's 75% waste reduction goal(for the year 2020). This campaign will be updated as necessary.

1.1.4 **Program Development** - The Consultant will provide all creative media services to develop advertisements, commercials, radio, television, and newspaper advertising plans, direct mail, brochures, newsletters, press releases, promotional items and other projects as required by the program and agreed to by the County Office of Waste Alternatives, the Office of Waste Collection and the County's Hazardous Waste Program. The Consultant will arrange for all photography, printing, display construction, publicity, and carry through production and distribution in all aspects to completion. The County desires that a small portion of the budget be

spent on promotional items such as bumper stickers, coloring books and magnets.

1.1.5 **Public Relations** - The Consultant will be responsible for the preparation and dissemination of approved press releases and newsletters to trade or consumer media on matters relevant to the recycling and reduction programs as requested by staff.

1.1.6 **Public Education Events** - The Consultant will participate in and be present at all public education activities and events as determined by the County.

1.1.7 **Media Activity** - The Consultant will be responsible for planning, scheduling, contracting, placing, distributing, checking proof of performance, payment and follow-up to all approved media used for advertising and promotion. The Consultant will be required to place at least ten percent (10%) of the advertising budget with minority-owned media. The activities included in this project often qualify as free Public Service Announcements (PSAs). The Consultant should make every effort to provide an effective mix between PSAs and paid advertisements.

1.1.8 **Project Reports** - The Consultant will prepare and present written quarterly reports summarizing the creative, operational and financial aspects of the advertising and promotion program, and evaluate the effectiveness of the campaign in reaching the targeted markets. The reports shall also detail the breakdown between paid advertisement and PSAs. The timing of the quarterly reports shall correlate with the fiscal years of the City and the County. An electronic copy of all work done to date will be included with each quarterly report.

1.2 Embrace Zero Waste **PUBLIC EDUCATION CAMPAIGN**

The services requested, herein, are for developing and implementing a public information/education campaign as an integral part of the County's Waste Alternatives programming. The Consultant will work collaboratively with the Alachua County Office of Waste Collection and the Alachua County Office of Waste Alternatives to ensure continuity between the curbside, residential, waste alternatives and commercial campaigns and to ensure no duplication of services. The Consultant selected will provide the following services, including but not limited to:

1.2.1 **Embrace Zero Waste Public Education Campaign**

1.2.1.1 Plan and conduct a public information/education campaign designed to provide information and motivate school-aged children, residents, and businesses to practice waste alternatives (i.e., including, but not limited to, source reduction, recycling, composting, litter prevention and household hazardous waste).

1.2.1.2 Produce and schedule the broadcast of local television and radio spots.

1.2.1.3 Prepare and secure newspaper and magazine ads.

1.2.1.4 Produce written copy and art work (or graphics).

1.2.1.5 Must meet with the client and generate monthly media calendars, as needed.

1.2.1.6 Help with the procurement of specialty items that specifically promote the practice of waste alternatives.

1.2.1.7 The Consultant will participate in and be present at all public education activities and events as determined by the County.

1.2.1.8 Help inform County staff of and secure booth/exhibit space at SWM/Waste Alternatives related conferences and special events for school-aged children, residents, and/or businesses as directed.

1.2.1.9 Assist in the development and implementation of "closed loop/buy recycled" information for residents and businesses including an online resource center of information.

1.2.1.10 Develop waste alternatives programming for bigger businesses.

1.2.1.11 Develop and implement source reduction and "closed loop" point-of-purchase information for use in local grocery stores.

1.2.1.12 Help coordinate training for grocery store personnel including source reduction, "buy recycled" and proper packing of cloth grocery bags.

1.2.1.13 Help develop and implement information for dissemination regarding the importance of waste alternatives, i.e. why it is advantageous to them.

1.2.1.14 Help develop and produce videos for the Office of Waste Alternatives as an educational tool to promote source reduction and recycling for residents and businesses.

1.2.1.15 **NOTE:** As the "Waste Watchers" campaign has successfully been in effect for ten years, the Alachua County Division of Waste Management/Waste Alternatives Office wishes to keep an ongoing unified theme running; therefore, Agencies are asked to retain the "Embrace Zero Waste" theme, logo, and colors where applicable.

1.2.2 **Public Education Campaign**

1.2.2.1 Develop and implement an aggressive general public relations campaign designed to bring attention to, generate publicity about and reinforce the specific educational programs of the Alachua County Division of Waste Management and Office of Waste Alternatives.

1.2.2.2 Develop, schedule and maintain schedules for television/radio talk shows, newspaper and regional magazine articles, press releases, and presentations to elected officials as a means to build and hold the public's interest in the programming.

1.2.3 **Media Activity** - The Consultant will be responsible for:

1.2.3.1 Planning, scheduling, contracting, placing, distributing, checking proof of performance, payment and follow-up to all approved media used for advertising and promotion.

1.2.3.2 Placing at least ten percent (10%) of the advertising with minority-owned media. The activities included in this project often qualify as free Public Service Announcements (PSAs), and should be utilized to the most maximum extent possible.

1.2.3.3 Making every effort to provide an effective mix between PSAs and paid advertisements.

1.2.4 **Project Reports** - The Consultant will prepare and present written quarterly reports that:

1.2.4.2 Summarize the creative, operational and financial aspects of the advertising and promotional program. Evaluate the effectiveness of the campaign in reaching the targeted markets.

1.2.4.2 Detail the breakdown between paid advertisement and PSAs.

1.2.4.3 Ensure that timing of the quarterly reports correlates with the fiscal calendar of the County.

1.2.4.4 Include an electronic copy of all work completed to date with quarterly reports in a file source as acceptable to County staff.

1.3 Hazardous Waste Program **PUBLIC EDUCATION CAMPAIGN**

The services requested, herein, are for developing and implementing a public information/education campaign as an integral part of the County's Hazardous Waste programming. The general services to be provide include: Client Meeting Preparation/Communication, Meetings and Follow-Up, Media/Vendor Communications, Marketing Plans, Implementation and Consultations, Media Placement, Monitoring and Verification, Campaign Planning and Implementation, Project Research and Coordination, Creative Direction/Concepting, Copy Writing. Specific services to be provided annually include:

1.3.1 Updating and printing services for a variety of printed brochures for the Hazardous Waste Program, including a residential HHW brochure, unwanted medicine brochure, business waste disposal guide, E-scrap brochures and other brochures for new programs;

1.3.2 Purchase promotional items such as rain gauges, jar openers, bumper stickers, and trash bags as well as printing of recycled latex paint labels for the programs annually latex paint giveaway,

1.3.4 Provide print media advertising placement in publications such as the Gainesville Sun and Our Town magazine in addition to coordinating the scheduling of a 30 second television commercial with Cox Media and other television stations;

1.3.5 Creative expertise and artwork in development of public education and outreach programs and consultation on reaching target

audiences; and related services.

1.4 Services in Support of Toxic Roundup Cooperative Collections provided to eight neighboring counties through a grant with the Florida Department of Environmental Protection.
The scope of work includes:

1.4.1 Provide media ads/presentations in support of Cooperative Collection events, campaign development and implementation: (media plan and placement, copy writing, flyer development, distribution of press releases to media, churches and schools), art time and production, postage and ad placement in local newspapers.

1.5 Services in Support of Alachua County Hazardous Waste Program EPA Grant : "Capacity Building of Resilient Biodiesel Production from Waste Vegetable Oil". The scope of services required includes:

1.5.1 Develop an enhanced public outreach and educational program to promote recycling of waste vegetable oil for biodiesel production

1.5.2 Develop a localized, message specific education and action oriented advertising campaign including educational information and outreach tools;

1.5.3 Develop educational brochure, handout for public distribution, web page information, public service announcements, press releases and advertising in print media and webpage development and other services in support of biodiesel production and EPA grant.

1.6 <u>The Budget for Recycling and Reduction Education and Hazardous Waste Program is as Follows</u>:

1.6.1 The combined budget for these programs is shall not exceed $181,792.00 from the following sources:

Alachua County Waste Alternatives	$ 83,500.00
Alachua County Waste Collection	$ 55,000.00
Alachua County Hazardous Waste Program	$ 38,432.00
Professional Liability Errors and Omissions Insurance	$ 4,860.00
TOTAL	$ 181,792.00

The amount of $176,933.00 shall be the budget for these projects and shall include the Consultant's compensation for services performed and expenses for media advertising, printing and any other expenses. The Consultant shall be responsible for payment for all media buys and printing and other production costs. Submission of the Consultant's signed invoice for final payment shall further constitute the Consultant's representation to the Client that, upon receipt by the Client of the amount invoiced, all obligations of the Consultant to others,

including its consultants, incurred in connection with the Project, will be paid in full. The County will act as financial administrator for this project. All agency discounts received by the vendor on media placement, shall be passed through to the County. All invoices shall include a breakdown of each service rendered, the date such services were performed, the time and agency hours spent by project member in accordance with the agency fee schedule

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ATTACHMENT B: Duties Of The County

1. The County shall have and perform the following duties, obligations, and responsibilities to the Contractor:

   1.1. Waste Alternatives, Waste Collection and Hazardous Waste Collection staff will coordinate proof and assign all tasks associated with the Waste Watcher Public Education campaign, the curbside collection campaign, the hazardous waste program and all related advertising and publicity and education for the overall Embrace Zero Waste Campaign.

   1.2. Schedule and meet with Group 5 staff biweekly

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ATTACHMENT C: Insurance Requirements

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900