Alachua County eAgenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

April 12, 2011 Regular BoCC Meeting
Agenda Item #6

Title
1:30 Sheriff Darnell

Amount
N/A

Description
Presentation Sheriff Darnell

Recommendation
Hear Presentation by Sheriff Darnell

Alternative(s)
schedule for a future date

Requested By
Chair Pinkoson

Originating Department
BoCC

Attachment(s) Description
None

Documents Requiring Action
N/A

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

Alachua County Sheriff's Office

Victim Advocate Program
Trauma Intervention & Special Services.

Laura Knudson, Bureau Chief

Victim Service Presentation Overview

1. Response to BOCC letter to Sheriff
2. ACSO Strategic Plan and Special Projects
3. Victim Response/Needs
4. ACSO Victim Services
5. Landscape of Victim Advocate Programs
   - Design and Placement
   - Federal influence - VOCA
   - State Influence - Constitution, Statutes, VOCA
6. Alachua County VOCA funded Programs
   - Type of Services & Collaboration
   - VOCA funding to ACSO - Return on Investment
   - Monitoring & Compliance
7. Changing the Landscape?

Elie Weisel

- *I swore never to be silent whenever and wherever human beings endure suffering and humiliation…*
- ***Silence encourages the tormentor, never the tormented.***

ACSO Strategic Plan 2010-2015

- "With the uncertainty of our financial future, it would be particularly helpful if you would provide the Commission with a breakdown of annual costs associated with implementing your 2010-2015 Strategic Plan. Your Plan emphasizes an increase in victim advocacy.
- What impact will this have on the future budget and will this goal result in additional expenditures?"

  - BUDGET NEUTRAL

(3/8/11 Letter to Sheriff Darnell from Alachua County Commission Chair Lee Pinkoson)

ACSO Strategic Plan 2010-2015

- "Does this duplicate services already provided by the City of Gainesville and Alachua County, or is there perhaps an opportunity to work with the County and the State Attorney's Office to see if there might be any economies of scale achieved by combining services?"

Goals & Objectives are specific to ACSO Victim Advocate Unit

- (3/8/11 Letter to Sheriff Darnell from Alachua County Commission Chair Lee Pinkoson)

Trauma Intervention & Special Services

Staffing & Budget

ACSO FY 10/11 Budget for TISSB

Bureau Chief

Bureau Secretary

Victim Advocates (4)

Volunteers/Interns

Seniors vs. Crime – Office of the AG

Account Description	Expenses
Personnel (including benefits)	$ 324,174
Operating Expenses	$ 5,188
TOTAL	$ 329,362
Subtract VOCA grant dollars	- $ 107,079
Subtract VOCA in kind match	- $ 26,770
ACSO Total Costs	$ 195,513

TISSB 2010 Special Projects

- State of the art training to area law enforcement and partner agencies – to intervene in IPV
- Lethality Assessment Program
- InVEST

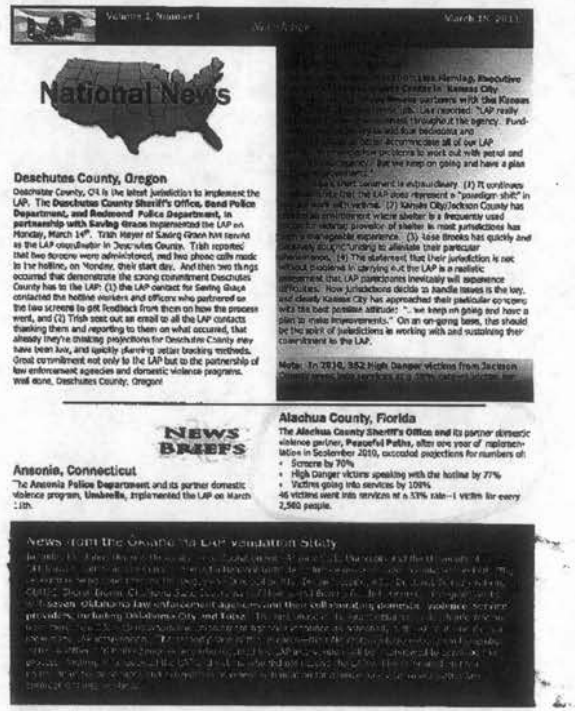
Mark Wynne – Trainer & LE veteran

Strangulation, child exposure to violence, High Risk for homicide, Primary Aggressor

LAP started 9/1/09

414 screens for High Danger in first year of operation

- ACSO & partner, Peaceful Paths exceeded 1st year projections for numbers of:
  - Screens by 70%
  - High Danger Victims speaking to hotline by 77%
  - Victims going into services by 109%


National News

Deschutes County, Oregon

Deschutes County, OR is the latest jurisdiction to implement the LAP. The **Deschutes County Sheriff's Office, Bend Police Department, and Redmond Police Department,** in **partnership with Saving Grace** implemented the LAP on Monday, March 14th. Trish Heyer of Saving Grace has served as the LAP coordinator in Deschutes County. Trish reports that two screens were administered, and two phone calls made to the hotline, on Monday, their start day. And then two things occurred that demonstrate the strong commitment Deschutes County has to the LAP: (1) the LAP contact for Saving Grace contacted the hotline workers and officers who partnered on the two screens to get feedback from them on how the process went, and (2) Trish sent out an email to all the LAP contacts thanking them and reporting to them on what occurred, that already they're thinking projections for Deschutes County may have been low, and quickly devising action tracking methods. Great commitment not only to the LAP but to the partnership of law enforcement agencies and domestic violence programs. Well done, Deschutes County, Oregon!

NEWS BRIEFS

Ansonia, Connecticut

The Ansonia Police Department and its partner domestic violence program, **Umbrella,** implemented the LAP on March 15th.

Alachua County, Florida

The **Alachua County Sheriff's Office** and its partner domestic violence partner, **Peaceful Paths,** after one year of implementation in September 2010, exceeded projections for numbers of:

- Screens by 70%
- High Danger victims speaking with the hotline by 77%
- Victims going into services by 109%

46 victims went into services at a 53% rate—1 victim for every 2,580 people.

Lethality Assessment Program (LAP)

First Year of Operation, 9/1/09 to 8/31/10

Why Victim Services are needed?

Silence encourages the tormentor…never the tormented.

- …what must it be like to look into the face of another human being and know that their intent is to hurt, maim or kill you?

…someone you know & love

…or a stranger

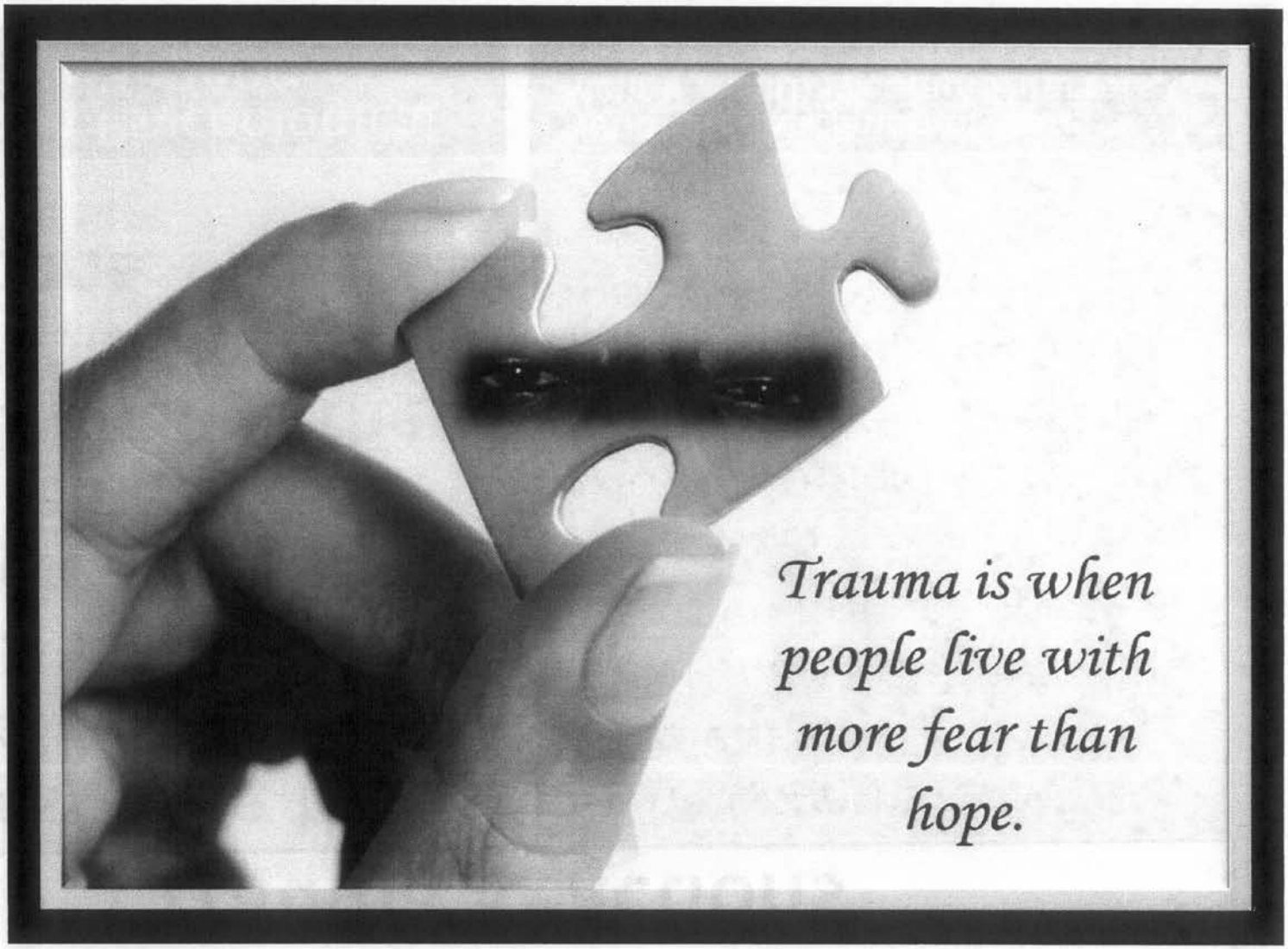
...What must it be like? Trauma Reactions

- A response that involves **intense fear, horror** and helplessness; extreme stress **overwhelms the person's capacity to cope**.

American Psychological Association, 2000

- The experience of violence & victimization including sexual abuse, physical abuse, severe neglect, loss, domestic violence and/or the witnessing of violence, terrorism or disasters.

National Association of State Mental Health Program Directors, 2006


Trauma is when
people live with
more fear than
hope.

…What must it be like?

- **Neurological:**
  Changes in the brain
- **Biological:**
  Physical Changes
- **Psychological:**
  Changes in how we think and/or perceive
- **Social:**
  Changes in how we behave

- Frequent memories, triggers, and/or flashbacks
- Sleep disturbances
- Psychological and physiological problems
- Acting and feeling like the experience is happening again
- Develop repeated physical or emotional symptoms when reminded of the event

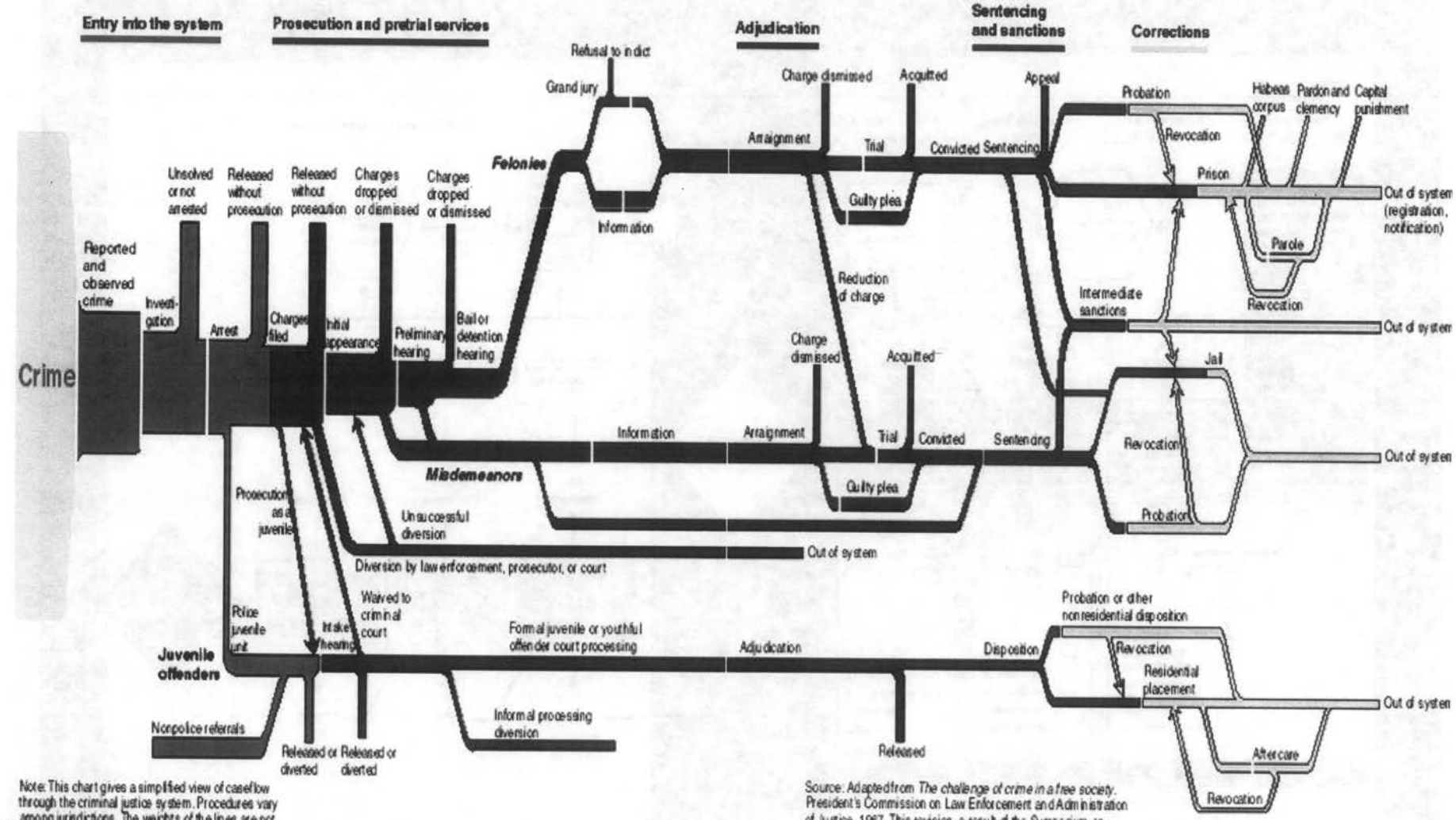
…what will be next?

…how do I cope?

Victim Advocate Program

- Your advocate can help you learn about your legal rights and options, cope with the impact of crime, access crimes compensation, develop a safety plan, and navigate the **criminal justice** and **social service** systems.

What is the sequence of events in the criminal justice system?

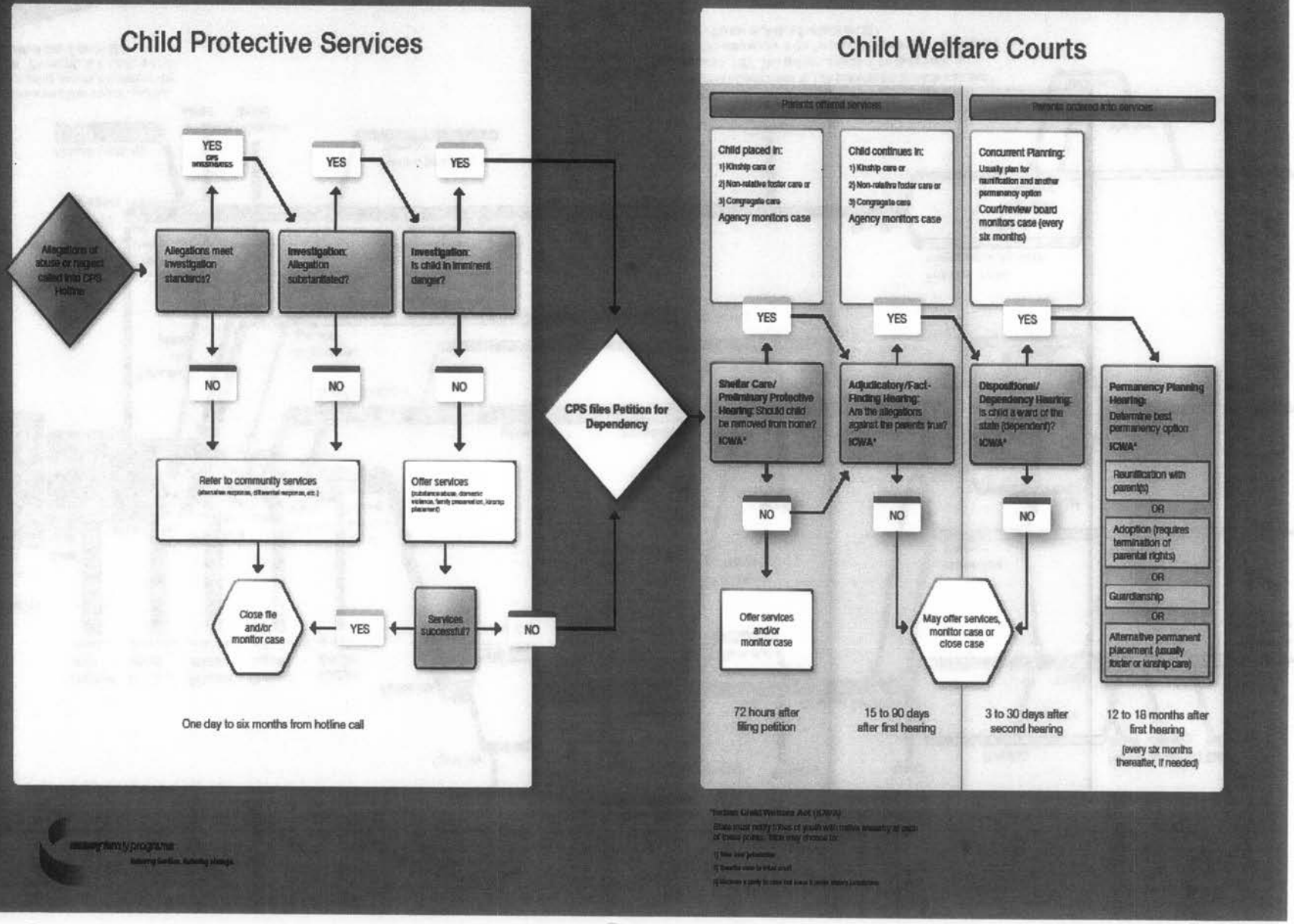


Note: This chart gives a simplified view of caseflow through the criminal justice system. Procedures vary among jurisdictions. The weights of the lines are not intended to show actual size of caseloads.

Source: Adapted from *The challenge of crime in a free society*. President's Commission on Law Enforcement and Administration of Justice, 1967. This revision, a result of the Symposium on the 30th Anniversary of the President's Commission, was prepared by the Bureau of Justice Statistics in 1997.

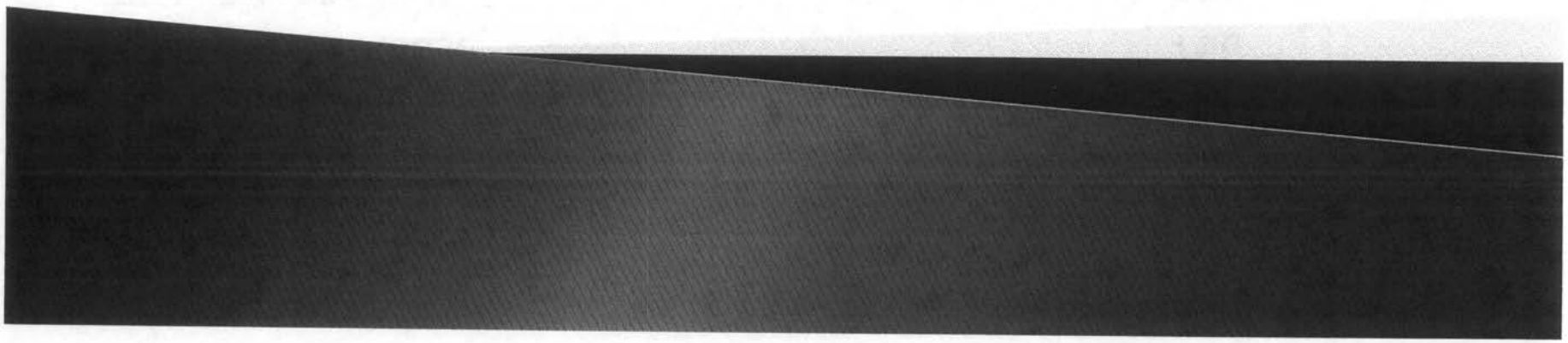
http://bjs.ojp.usdoj.gov/content/largechart...

How Children Move Through the Child Welfare System



ACSO Victim Advocate Program ...A Year of Service

Source: FY 09/10 Year End Report to VOCA



Victimization	# Served
Child Physical Abuse	72
Child Sexual Abuse	166
Domestic Violence	681
Adult Sexual Assault	15
Adults Molested As Children	2
Survivors of Homicide	28
Assault	493
Elder Abuse	3
Robbery	76
Child Cyber Crime	1
Child Pornography	17
Other (Property, Arson, Stalking)	3,273
TOTAL	4,827

Type of Service Provided		# of Services Provided
Crisis Counseling	in person contact	384
Follow Up Contact	in person contact	1,144
Information & Referral	in person contact	206
CJS Support & Advocacy		2,490
Assist with Compensation	MANDATORY	4,244
Personal Advocacy		617
Telephone contacts		1,804
Letters		3,775
	TOTAL	14,703

Duplication of Services ?

Landscape of Victim Services in Alachua County

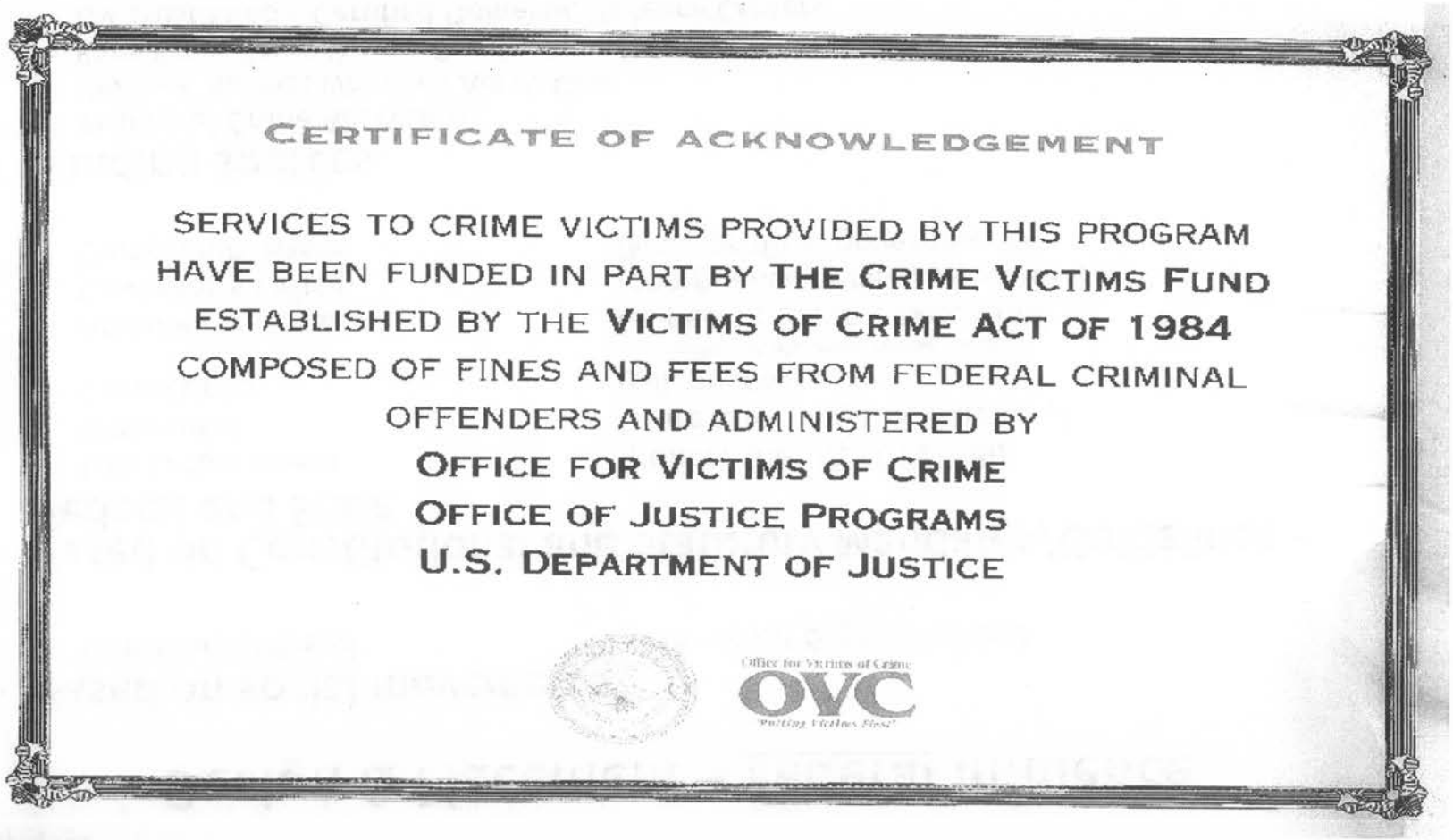
Victim Advocate Programs

Design & Placement - Federal Influence

- **Based on social movements**
  - Community Based (non-profit & government)
- **Based on Constitutional and Statutory Mandates/Guidelines - Federal and State**
  - Law Enforcement (police, sheriff, FDLE, FBI)
  - Prosecutor (state attorney, U.S. Attorney)
  - Corrections (jail, prisons)
    - notification placement, release, escape
  - Attorney General (appeals process, execution)
  - Governor's Office (compliance review, execution)
  - Community Based (Non-profit & government)
- **Funding sources**
  - Victims of Crime Act (VOCA)
  - Violence Against Women's Act (VAWA)
  - Rape Crisis Trust Fund - Certified Rape Crisis Centers
  - DV Trust Fund - Certified Domestic Violence Centers
  - Local Funds - United Way, CAPP, City Block Grant, private donations, local government

Victims of Crime Act (VOCA)

(Federal Influence)



Crime Victims Fund (VOCA)

Major Funding Source for Victim Services in U.S.

- Criminal fines
- Forfeited Bail Bonds
- Penalty Fees
- Special Assessments by
  - U. S. Attorney's Office
  - U.S. Courts
  - Bureau of Prisons

...From offenders convicted of Federal Crimes

...NOT TAXPAYERS

...NOT Taxpayers

VOCA Funds Disbursed in U.S.

(Congress set cap for funds available for distribution in FY 2009 to $635M)

- **$10 Million** to improve investigation & prosecution of child abuse
- **$10 million** divided between US Dept. of Health & Human Services and Office for Victims of Crime

- **Remaining Funds:**
  - 48.5% to State **Compensation Programs**
  - 48.5% to State **Assistance Programs**
  - 3% discretionary funds to support **demonstration projects.**

Florida's VOCA Funds

Crime Victim Compensation

- Medical care
- Lost income
- Mental Health Services
- Funeral Expenses

Direct Reimbursement to victim or vendors

28 Million - FY 09/10

Division of Victim Services & Criminal Justice Programs, Office of the Attorney General

Victim Assistance Grants to Programs

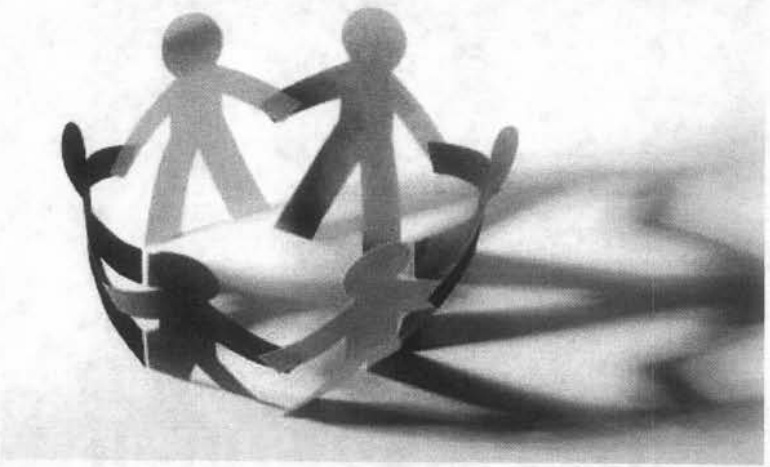
- Funding to local providers
- Respond to emotional, physical needs of victims
- Stabilize victim's life
- Help understand systems
- Provide measure of safety

47 Million - FY 09/10

Bureau of Advocacy & Grants Management, Division of Victim Services & Criminal Justice Programs, Office of the Attorney General

Alachua County VOCA Funded Programs

- County Victim Services & Rape Crisis Center
- ACSO Victim Advocate
- GPD Victim Advocate
- State Attorney's Office
- Child Advocacy Center
- Child Protection Team
- Peaceful Paths



Duplication ?

OR COLLABORATION ?

- **Types of Services Specified by VOCA**
  - Advocates **collaborate** to avoid duplication of service to victim

Victim Advocate Programs	24/7 On-call First Response	Transportation	Crisis Counseling	Follow-Up	Therapy	Support Groups	Crisis Hotline	Shelter	Information & Referral	CJS Support	Emergency Financial Assistance	Emergency Legal Advocacy	CVC-Mandatory	Personal Advocacy	Telephone Contacts	Home Visits/Well-Being Checks
ACSO	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓
GPD	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓
County	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
SAO				✓					✓	✓			✓	✓	✓	

VOCA – Services by Victim Advocate Programs

Sources:
GPD – Capt Benck
County Victim Service – Loretta Golden
State Attorney's Office – Gretchen Howard

Victim Advocate Programs	24/7 On-call First Response	Transportation	Crisis Counseling	Follow-Up	Therapy	Support Groups	Crisis Hotline	Shelter	Information & Referral	CJS Support	Emergency Financial Assistance	Emergency Legal Advocacy	CVC-Mandatory	Personal Advocacy	Telephone Contacts	Home Visits/Well-Being Checks
ACSO	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓
GPD	✓	✓	✓	✓					✓	✓		✓	✓	✓	✓	✓
County	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
SAO				✓					✓	✓			✓	✓	✓	

Community Collaborations

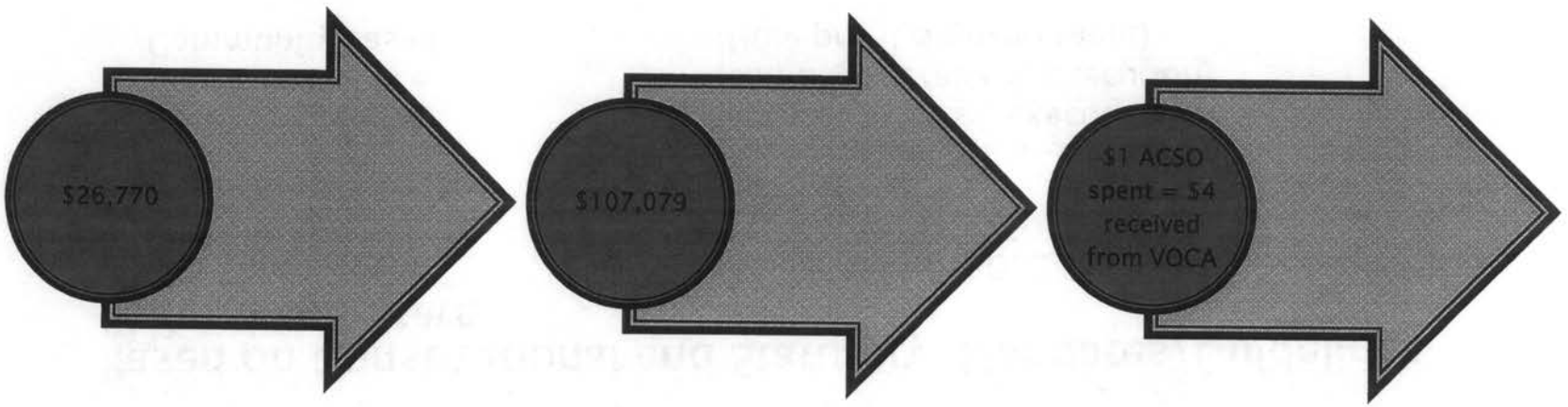
- Domestic Violence Task Force
- Coordinated Community Response to DV
- Child Abuse Prevention Task Force
- Children's Alliance
- Coalition Against Sexual Violence
- Human Trafficking Task Force
- Victim Rights Week
- Intimate Violence Enhanced Services Team
- Sexual Battery Committee

ACSO VOCA Funded Project
Victim Advocate Program

Source: VOCA Project FY 09/10

Budget Summary by Category	Total VOCA Funding
Personnel Victim Advocate -1 (100%) Victim Advocate -2 (100%) Victim Advocate -3 (38%)	$107,079
Contractual Services	-0-
Equipment	-0-
Operating Expenses	-0-
REQUIRED MATCH - In Kind Victim Advocate - 4 (55%)	$ 26,770
TOTAL PROJECT COST	$ 133,849

VOCA Return on Investment



Victim Advocate Programs

Design and Placement - State Influence

- **Based on social movements**
  - Community Based (non-profit & government)

- **Based on Constitutional and Statutory Mandates/Guidelines - Federal and State**
  - Law Enforcement (police, sheriff, FDLE, FBI)
  - Prosecutor (state attorney, U.S. Attorney)
  - Corrections (jail, prisons)
    - notification placement, release, escape
  - Attorney General (appeals process, execution)
  - Governor's Office (compliance review, execution)
  - Community Based (Non-profit & government)

- **Funding sources**
  - Victims of Crime Act (VOCA)
  - Violence Against Women's Act (VAWA)
  - Rape Crisis Trust Fund - Certified Rape Crisis Centers
  - DV Trust Fund - Certified Domestic Violence Centers
  - Local Funds - United Way, CAPP, City Block Grant, private donations, local government

Victim Rights & Services

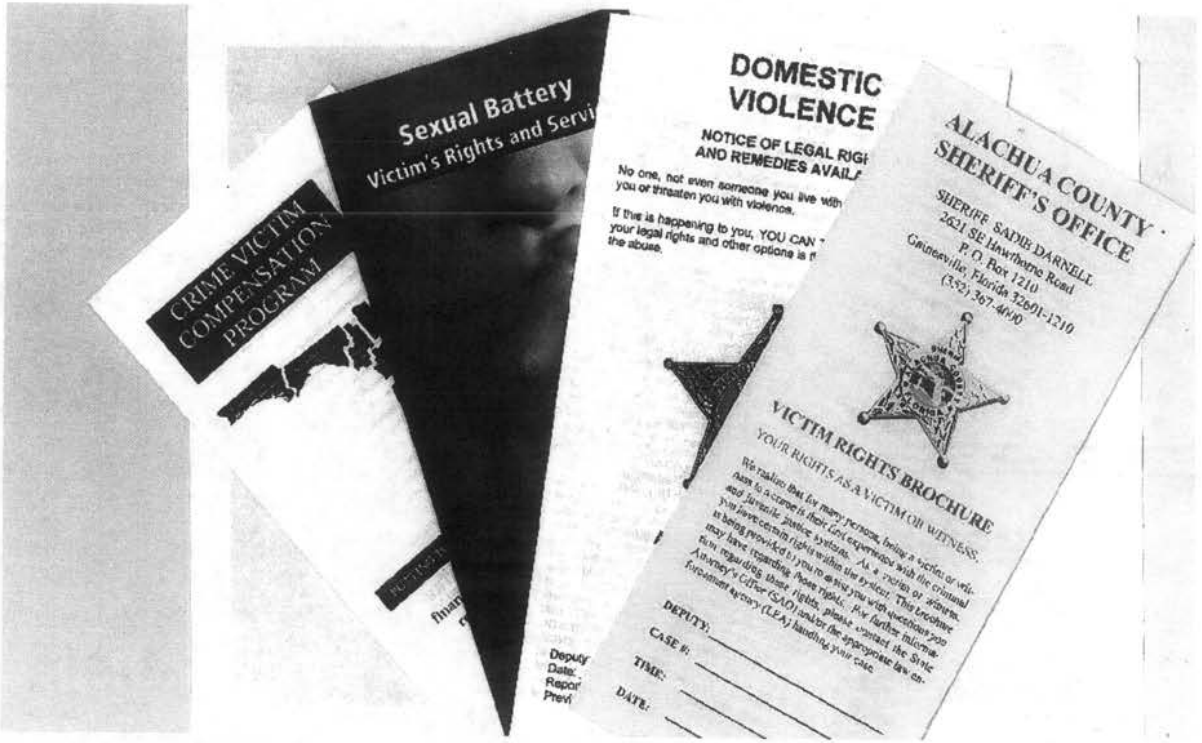
(State Influence)

- **Constitution of the State of Florida**
- *Article I*
- *Declaration of Rights*
- *Section 16, Paragraph (b)*
- *Rights of Victims*
- Victims of crime or their lawful representatives, including the next of kin of homicide victims, are entitled to the right to be informed, to be present, and to be heard when relevant, at all crucial stages of criminal proceedings, to the extent that these rights do not interfere with the constitutional rights of the accused.
- ***Passed on November 8, 1988 by 90 percent of Florida voters***
- *Enacted on January 3, 1989*

VICTIM ASSISTANCE
Florida Statute 960.001
Guidelines for fair treatment of victims and witnesses in the criminal justice and juvenile justice systems

- Information concerning services available to victims of adult and juvenile crimes
- Crime victim compensation
- Crisis Intervention services…
- Role of victim in criminal justice process
- Information about stages of criminal justice process
- Right of victim to be informed, present and heard…

Victim Rights



Florida Statute 960.001 Mandates to Sheriffs

Victim Rights Brochure

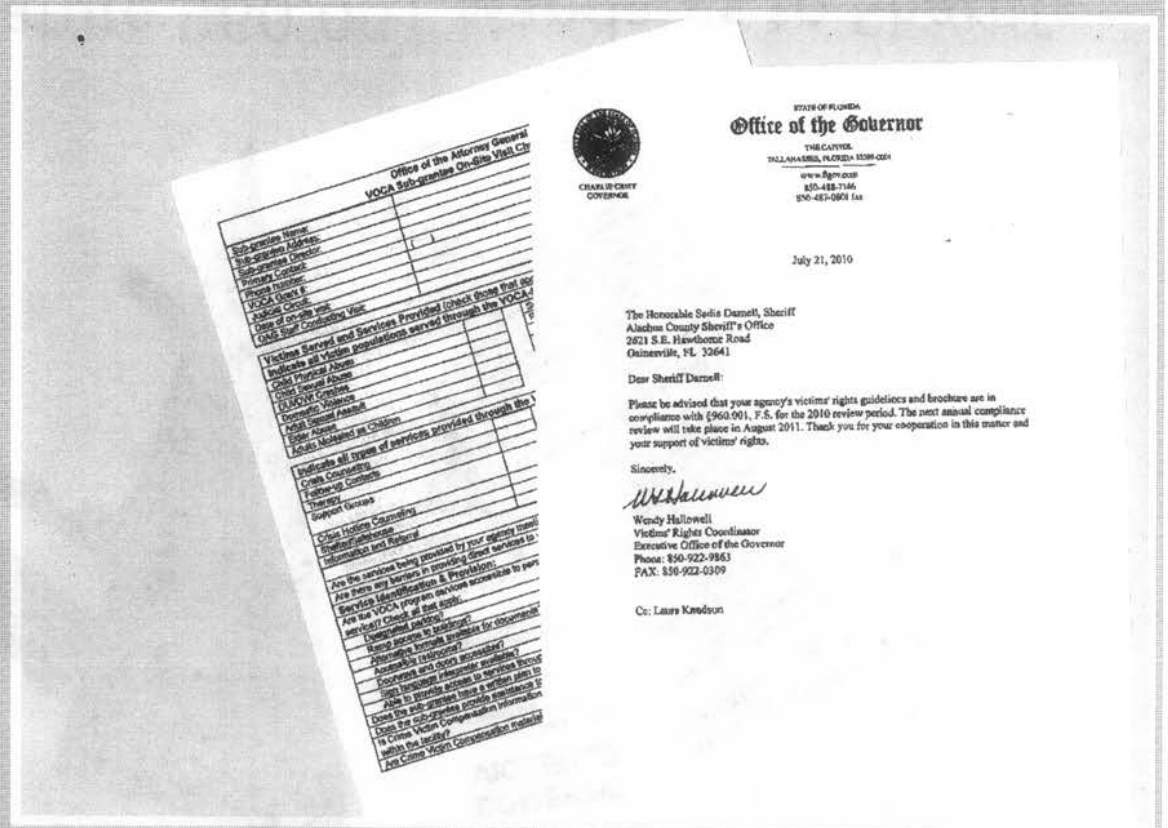
Domestic Violence –Legal Rights & Remedies

Sexual Battery – Victim's Rights & Services

Crime Victim Compensation Program

Monitoring & Compliance

- **VOCA** annual site visit
- **Governor's Office** review



Office of the Attorney General
VOCA Sub-grantee On-Site Visit Ch

Sub-grantee Name:
Sub-grantee Address:
Sub-grantee Director:
Primary Contact:
Phone Number:
VOCA Grant #:
Judicial Circuit:
Date of on-site visit:
OAG Staff Conducting Visit:

Victims Served and Services Provided (Check those that app
Indicate all victim populations served through the VOCA
Child Physical Abuse
Child Sexual Abuse
DUI/DWI Crashes
Domestic Violence
Adult Sexual Assault
Elder Abuse
Adults Molested as Children

Indicate all types of services provided through the
Crisis Counseling
Follow-up Contacts
Therapy
Support Groups
Crime Victim Counseling
Shelter/Relocation
Information and Referral

Are the services being provided by your agency meeti
Are there any barriers in providing direct services to
Service Identification & Provision:
Are the VOCA program services accessible to pers
Are the VOCA Check all that apply.
services? Check all that apply.
Designated parking?
Ramp access to building?
Ramp access to facility?
Automatic doors?
Accessible restrooms?
Doorways and doors accessible?
Staff language interpreter available?
Able to provide access to services throug
Able to provide language assistance to
Does the sub-grantee provide assistance
Does the sub-grantee provide information
to Crime Victim Compensation
within the facility?
Are Crime Victim Compensation materials

CHARLIE CRIST
GOVERNOR

STATE OF FLORIDA
Office of the Governor
THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001
www.flgov.com
850-488-7146
850-487-0801 fax

July 21, 2010

The Honorable Sadie Darnell, Sheriff
Alachua County Sheriff's Office
2621 S.E. Hawthorne Road
Gainesville, FL 32641

Dear Sheriff Darnell:

Please be advised that your agency's victims' rights guidelines and brochure are in compliance with §960.001, F.S. for the 2010 review period. The next annual compliance review will take place in August 2011. Thank you for your cooperation in this matter and your support of victims' rights.

Sincerely,

Wendy Hallowell
Victims' Rights Coordinator
Executive Office of the Governor
Phone: 850-922-9863
FAX: 850-922-0309

Cc: Laura Knudson

The question is yours…

- "Does this **duplicate services** already provided by the City of Gainesville and Alachua County,

- or is there perhaps an opportunity to work with the County and the State Attorney's Office to see if there might be any economies of scale achieved by **combining services?"**

  - (3/8/11 Letter to Sheriff Darnell from Alachua County Commission Chair Lee Pinkoson)

Combining Services Changes the Landscape
...of partnerships
...of collaborations
...of relationships

Why Design & Placement Matter...

Build relationship...create safety for the tormented

- **Law enforcement based programs**
  - Warrior & Healer partnership
- **Prosecutor based programs**
  - Lawyer & Advocate partnership
- **Community based programs**
  - Confidante
  - The keeper of confidentiality. Privacy matters.
  - **...Healer, Advocate, Confidante**

Silence encourages the tormentor ...never the tormented.

Elie Weisel

I swore never to be silent whenever and wherever human beings endure suffering and humiliation…

ALACHUA COUNTY SHERIFF'S OFFICE

Domestic Violence Lethality Screen for First Responders

Peaceful Paths™ DOMESTIC ABUSE NETWORK

Hotline 352-377-8255

EMAIL THE COMPLETED FORM TO #LAP

Officer:	Date: / /	Case #:		
Victim:	Offender:			
☐ ***Check here if victim did not answer any of the questions.***				
☐ ***A "Yes" response to any of Questions #1-3 automatically triggers the protocol referral.***				
1. Has he/she ever used a weapon against you or threatened you with a weapon?		☐ Yes	☐ No	☐ Not Ans.
2. Has he/she threatened to kill you or your children?		☐ Yes	☐ No	☐ Not Ans.
3. Do you think he/she might try to kill you?		☐ Yes	☐ No	☐ Not Ans.
Negative responses to Questions #1-3, but positive responses to at least four of Questions #4-11, trigger the protocol referral				
4. Does he/she have a gun or can he/she get one easily?		☐ Yes	☐ No	☐ Not Ans.
5. Has he/she ever tried to choke you?		☐ Yes	☐ No	☐ Not Ans.
6. Is he/she violently or constantly jealous or does he/she control most of your daily activities?		☐ Yes	☐ No	☐ Not Ans.
7. Have you left him/her or separated after living together or being married?		☐ Yes	☐ No	☐ Not Ans.
8. Is he/she unemployed?		☐ Yes	☐ No	☐ Not Ans.
9. Has he/she ever tried to kill himself/herself?		☐ Yes	☐ No	☐ Not Ans.
10. Do you have a child that he/she knows is not his/hers?		☐ Yes	☐ No	☐ Not Ans.
11. Does he/she follow or spy on you or leave threatening messages?		☐ Yes	☐ No	☐ Not Ans.
An officer may trigger the protocol referral, if not already triggered above, as a result of the victim's response to the below question, or whenever the officer believes the victim is in a potentially lethal situation.				
Is there anything else that worries you about your safety? (If "yes") What worries you?				
Check one: ☐ **Victim screened in according to the protocol** ☐ **Victim screened in based on the belief of officer** ☐ **Victim did not screen in**				
If victim screened in: **After advising her/him of high danger assessment, did the victim speak with the hotline counselor?**			☐ **Yes**	☐ **No**

Note: The questions above and the criteria for determining the level of risk a person faces is based on the best available research on factors associated with lethal violence by a current or former intimate partner. However, each situation may present unique factors that influence risk for lethal violence that are not captured by this screen. Although most victims who screen "positive" or "high danger" would not be expected to be killed, these victims face much higher risk than that of other victims of intimate partner violence.

Distribution: Email form to #LAP in Outlook
Originator: Detective Bureau
Directive Linked: DIR 641

TYPES OF SERVICES TO VICTIMS

Types of Services - VOCA funded programs are required to maintain data on victims served and types of services provided in accordance with the following definitions:

1. **Crisis Counseling** refers to in-person crisis intervention, emotional support, and guidance and counseling provided by advocates, counselors, mental health professionals, or peers. Such counseling may occur at the scene of a crime, immediately after a crime, or be provided on an on-going basis.

2. **Follow-up Contact** refers to in-person contacts, telephone contacts, and written communications with victims to offer emotional support, provide empathetic listening, check on a victim's progress, etc.

3. **Therapy** refers to intensive professional psychological and/or psychiatric treatment of individuals, couples, and family members related to counseling to provide emotional support in crisis arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

4. **Support Groups** refers to the coordination and provision of supportive group activities and includes self-help, peer, social support, etc.

6. **Crisis Hotline Counseling** typically refers to the operation of a 24-hour telephone service, 7 days a week, which provides crisis counseling, guidance, emotional support, information and referral, etc.

7. **Shelter/Safespace** refers to providing short-and long-term housing services to victims and families following a victimization.

8. **Information and Referral (in-person)** refers to in-person contacts with victims during which time services and available support are identified

9. **Criminal Justice Support/Advocacy** refers to support, assistance, and advocacy provided to victims at any stage of the criminal justice process, to include post-sentencing services and support.

10. **Emergency Financial Assistance** refers to cash outlays for transportation, food, clothing, emergency housing, etc.

11. **Emergency Legal Advocacy** refers to the filing of temporary restraining orders, injunctions, other protective orders, elder abuse petitions and child abuse petitions, but does not include criminal prosecution or the employment of attorneys for non-emergency purposes, such as custody disputes, civil suits, etc.

12. Assistance with Victim Compensation includes making victims aware of the availability of crime victim compensation, assisting the victim in completing the required forms, gathering the needed documentation, etc. It may also include follow-up contact with the victim compensation agency on behalf of the victim. **This is a mandatory VOCA service.**

13. Personal Advocacy refers to assisting victims in securing rights, remedies, and services from other agencies; locating emergency financial assistance, intervening with employers, creditors, and others on behalf of the victim; assisting in filing for losses covered by public and private insurance programs including workman's compensation, unemployment benefits, welfare, etc.; accompanying the victim to the hospital, etc.

14. **Telephone Contacts** refers to contacts with victims during which time services and available support are identified.

Types of Victims – VOCA funded programs provide service to victims of child physical abuse, child sexual abuse, DUI/DWI crashes, domestic violence, adult sexual assault, elder abuse, adults molested as children, survivors of homicide, robbery, assault, child cybercrime, child pornography, innocent victims of gang violence, stalking & harassment

Primary Victims are the people against whom the crime was directed, except in cases of homicide and DUI deaths where the primary victims are survivors. In domestic violence situations, children of spouse abuse victims who receive services are also considered primary victims.

Secondary Victims are people other than primary victims receiving services as a result of their own reaction to or needs resulting from a crime directed against a primary victim, e.g., the husband of a rape victim who receives counseling, non-offending caretaker of child abuse victims, etc.

Constitution of the State of Florida

Article I
Declaration of Rights
Section 16, Paragraph (b)
Rights of Victims

Victims of crime or their lawful representatives, including the next of kin of homicide victims, are entitled to the right to be informed, to be present, and to be heard when relevant, at all crucial stages of criminal proceedings, to the extent that these rights do not interfere with the constitutional rights of the accused.

Passed on November 8, 1988 by 90 percent of Florida voters

Enacted on January 3, 1989

VICTIM ASSISTANCE
960.001
Guidelines for fair treatment of victims and witnesses in the criminal justice and juvenile justice systems.

960.001(1) The Department of Legal Affairs, the state attorneys, the Department of Corrections, the Department of Juvenile Justice, the Parole Commission, the State Courts Administrator and circuit court administrators, the Department of Law Enforcement, and every sheriff's department, police department, or other law enforcement agency as defined in s. 943.10(4) shall develop and implement guidelines for the use of their respective agencies, which guidelines are consistent with the purposes of this act and s. 16(b), Art. I of the State Constitution and are designed to implement the provisions of s. 16(b), Art. I of the State Constitution and to achieve the following objectives:	**Victim Rights Brochure** provided to victims when reports made to ACSO, listing guidelines and statutory rights.
960.001(1)(a) *Information concerning services available to victims of adult and juvenile crime.*—... Law enforcement personnel shall ensure, through distribution of a victim's rights information card or brochure at the crime scene, during the criminal investigation, and in any other appropriate manner, that victims are given, as a matter of course at the earliest possible time, information about:	**ACSO Victim Notification Form 95-56** completed by victim. Copy provided to Victim Copy with law enforcement report. Copy forwarded to State Attorney's Office, Department of the Jail. **Victim Rights Brochure** provided to victims when reports made to ACSO, listing guidelines and statutory rights.
960.001(1)(a)(1)	

The availability of crime victim compensation, when applicable;	**CORE SERVICE for VOCA Grant** **Assistance with Crimes Compensation**
960.001(1)(a)(2) Crisis intervention services, supportive or bereavement counseling, social service support referrals, and community-based victim treatment programs;	**CORE SERVICE for VOCA Grant** **Crisis Counseling** **Information & Referral**
960.001(1)(a)(3) The role of the victim in the criminal or juvenile justice process, including what the victim may expect from the system as well as what the system expects from the victim;	ACSO Victim Services
960.001(1)(a)(4) The stages in the criminal or juvenile justice process which are of significance to the victim and the manner in which information about such stages can be obtained;	ACSO Victim Services
960.001(1)(a)(5) The right of a victim, who is not incarcerated, including the victim's parent or guardian if the victim is a minor, the lawful representative of the victim or of the victim's parent or guardian if the victim is a minor, and the next of kin of a homicide victim, to be informed, to be present, and to be heard when relevant, at all crucial stages of a criminal or juvenile proceeding, to the extent that this right does not interfere with constitutional rights of the accused, as provided by s. 16(b), Art. I of the State Constitution;	**CORE SERVICE for VOCA Grant** **Criminal Justice Support & Advocacy**
960.001(1)(a)(6) In the case of incarcerated victims, the right to be informed and to submit written statements at all crucial stages of the criminal proceedings, parole proceedings, or juvenile proceedings; and	ACSO Victim Services
960.001(1)(a)(7) The right of a victim to a prompt and timely disposition of the case in order to minimize the period during which the victim must endure the responsibilities and stress involved to the extent that this right does not interfere with the constitutional rights of the accused.	ACSO Victim Services
960.001(1)(b) *Information for purposes of notifying victim or appropriate next of kin of victim or other designated contact of victim.*—In the case of a homicide, pursuant to chapter 782; or a sexual offense, pursuant to chapter 794; or an attempted	ACSO Victim Services

murder or sexual offense, pursuant to chapter 777; or stalking, pursuant to s. 784.048; or domestic violence, pursuant to s. 25.385:	
960.001(1)(b)(1) The arresting law enforcement officer or personnel of an organization that provides assistance to a victim or to the appropriate next of kin of the victim or other designated contact must request that the victim or appropriate next of kin of the victim or other designated contact complete a victim notification card. However, the victim or appropriate next of kin of the victim or other designated contact may choose not to complete the victim notification card.	**ACSO Victim Notification Form 95-56** completed by victim. Copy provided to Victim Copy with law enforcement report. Copy forwarded to State Attorney's Office, Department of the Jail.
960.001(1)(b)(2)(a-d) Unless the victim or the appropriate next of kin of the victim or other designated contact waives the option to complete the victim notification card, a copy of the victim notification card must be filed with the incident report or warrant in the sheriff's office of the jurisdiction in which the incident report or warrant originated. The notification card shall, at a minimum, consist of...	**ACSO Victim Notification Form 95-56** completed by victim. Copy provided to Victim Copy with law enforcement report. Copy forwarded to State Attorney's Office, Department of the Jail.
960.001(1)(b)(3) The chief administrator, or a person designated by the chief administrator, of a county jail, municipal jail, juvenile detention facility, or residential commitment facility shall make a reasonable attempt to notify the alleged victim or appropriate next of kin of the alleged victim or other designated contact within 4 hours following the release of the defendant ... a written notification of the defendant's release.	DOJ Booking Support VINE (Victim Information & Notification Everyday) Letter notifying of release updated 3/11
960.001(1)(b)(5)(c) *Information concerning protection available to victim or witness.*—A victim or witness shall be furnished, as a matter of course, with information on steps that are available to law enforcement officers and state attorneys to protect victims and witnesses from intimidation. Victims of domestic violence... information about the address confidentiality program provided under s. 741.403.	ACSO Victim Services
960.001(1)(b)(5)(e) *Advance notification to victim or relative of victim concerning judicial proceedings; right to be present.*—... including all proceedings or hearings relating to:	

960.001(1)(b)(5)(e)(1) The arrest of an accused;	ACSO Victim Services
960.001(1)(b)(5)(e)(2) The release of the accused pending judicial proceedings or any modification of release conditions; and	VINE service at the jail
960.001(1)(b)(5)(e)(3) Proceedings in the prosecution or petition for delinquency of the accused...	ACSO Victim Services
960.001(1)(b)(5)(f) *Information concerning release from incarceration from a county jail,*	ACSO Victim Services with DOJ
960.001(1)(b)(5)(g)(1)(a-d) *Consultation with victim or guardian or family of victim.—* In addition to being notified of the provisions of s. 921.143, the victim of a felony involving physical or emotional injury or trauma or, in a case in which the victim is a minor child or in a homicide, the guardian or family of the victim shall be consulted by the state attorney in order to obtain the views of the victim or family about the disposition of any criminal or juvenile case... brought as a result of such crime, including the views of the victim or family about: a. The release of the accused pending judicial proceedings; b. Plea agreements; c. Participation in pretrial diversion programs; and d. Sentencing of the accused.	ACSO Victim Services with prosecutor
960.001(1)(b)(5)(h) *Return of property to victim.*—Law enforcement agencies and the state attorney shall promptly return a victim's property held for evidentiary purposes ...	ACSO Victim Services will assist with securing property
960.001(1)(b)(5)(i) *Notification to employer and explanation to creditors of victim or witness.*—A victim or witness who so requests shall be assisted by law enforcement agencies and the state attorney in informing his or her employer that the need for victim and witness cooperation in the prosecution of the case may necessitate the absence of that victim or witness from work. A victim or witness who, as a direct result of a crime or of his or her	ACSO Victim Services

April 12, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Length of Service Recipients (Amended).

Amount
N/A

Description
Request to recognize County Employees who have reached a Length of Service or Career Milestone in March, 2011.

Recommendation
Recognize County Employees that have reached a Length of Service or Career Milestone in March, 2011.

Alternative(s)
Do not Recognize County Employees that have reached a Length of Service or Career Milestone in March, 2011.

Requested By
Kim Baldry, 374-5219

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
List of Employees who have reached a Length of Service or Career Milestone in March, 2011.

Documents Requiring Action
N/A

Executive Summary
N/A

Background
The County recognizes all employees who have reached a Length milestone year of service (5, 10, 15, 20, 25, 30, 35 OR 40) at an annual awards ceremony following the year the milestone year of service was attained. Also recognized at that event are employees who have achieved outstanding or exemplaryattendance for the previous calendar year. In an effort to provide a timely recognition of employees who have reached a milestone year of service, we are recognizing the employees on the attached list who reached their milestone year in March of 2011. These employees will be invited to the Annual Employee Recognition Ceremony to be held in 2012 where they will be presented with a certificate attesting to their length of service, as well as any other recognition mementos presented to employees attaining that milestone year of service. The County also wishes to recognize employees who have recently achieved a career milestone in their field. These employees and their achievements will be introduced by their respective Department Directors.

Issues
Providing Length of Service Pins is a form of employee recognition that contributes to increased morale. Failure to recognize and show appreciation for employees may result in a decrease in morale and overall efficiency.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: march 13 emp.pdf

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

5 Years

Environmental Protection:	**Eliana Bardi**
Growth Management:	**Jeffrey Hays** **David Rovell-Rixx**
Public Safety:	**Brian Langston** **Amanda Quaas**

10 Years

Administrative Services:	**David Gordon**
Community Support Services:	**Brenda Williams**
Environmental Protection:	**Ramesh Buch** **Sandra Vardaman**
Public Safety:	**Sonya Berky**

15 Years

County Manager's Office:	**Elaine Jordan**

25 Years

Public Works:	**Sharon Nataline**

30 Years

Public Works:	**Etta Taylor**

Alachua County Florida
A Proclamation

Declaring "Creation Care Week" in Alachua County, Florida

Whereas, *April 22, 2011 is Earth Day; and*

Whereas, *area churches and communities of faith are participating in a faith-based component of this program recognizing their own special traditions, liturgy and world view regarding creation and the religious obligation to care for creation; and*

Whereas, *the majority of the world's religions celebrate a creation story and the moral imperative to care for the earth, its creatures and humankind; and*

Whereas, *Care of Creation is a recognized shared responsibility of all faith communities; and*

Whereas, *this is an opportunity for people of all faiths which make up our community to see beyond their individual differences and respect the traditions of others regarding concern for the earth; and*

Whereas, *special activities are planned for the community during the week including a statewide interfaith dialog on creation care coordinated by Sunshine State Interfaith Power and Light on April 16th at Trinity United Methodist Church; and*

Whereas, *all members of the faith community are encouraged to honor and celebrate the awesome beauty and complexity of Alachua County's natural environment and practice responsible stewardship of this very special place.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 16 – 24, 2011 as "Creation Care Week" in Alachua County, Florida.

Duly proclaimed this 12th day of April, 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 "REinvest Day" in Alachua County, Florida

Whereas, *supporting local and independently-owned businesses sustains our local economy. Dollars spent at local and independently-owned businesses create a "multiplier effect" in the local economy, so that each dollar you spend re-circulates within our community to support small-scale livelihoods; and*

Whereas, *April 12, 2011, or REinvest Day, marks the official launch of the Buy Local North Central Florida campaign, an annual campaign to support these businesses through branding and community education; and*

Whereas, *REinvest Day is a part of the University of Florida's REthink campaign, a series of events designed to engage, educate and empower citizens to consider waste in its many forms and the ways they can REduce, REuse, REcycle, REpurpose, RENew, REstore and RESpond; and*

Whereas, *many participating businesses will hand out the discount card associated with the campaign and offer special incentives on April 12th. This is just one step toward incorporating sustainability into our personal and professional lives; and*

Whereas, *we are inviting citizens to make it a point to support at least one local and independently-owned business on this special day as a way of reinvesting in their community.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 12, 2011 as "REinvest Day" in Alachua County, Florida.**

Duly proclaimed this 12th day of April, 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 "REinvest Day" in Alachua County, Florida

Whereas, *supporting local and independently-owned businesses sustains our local economy. Dollars spent at local and independently-owned businesses create a "multiplier effect" in the local economy, so that each dollar you spend re-circulates within our community to support small-scale livelihoods; and*

Whereas, *April 12, 2011, or REinvest Day, marks the official launch of the Buy Local North Central Florida campaign, an annual campaign to support these businesses through branding and community education; and*

Whereas, *REinvest Day is a part of the University of Florida's REthink campaign, a series of events designed to engage, educate and empower citizens to consider waste in its many forms and the ways they can REduce, REuse, REcycle, REpurpose, RErenew, REstore and REspond; and*

Whereas, *many participating businesses will hand out the discount card associated with the campaign and offer special incentives on April 12th. This is just one step toward incorporating sustainability into our personal and professional lives; and*

Whereas, *we are inviting citizens to make it a point to support at least one local and independently-owned business on this special day as a way of reinvesting in their community.*

Now, therefore, *through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 12, 2011 as "REinvest Day" in Alachua County, Florida.*

Duly proclaimed this 12th day of April, 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 "Jazz Appreciation Month" in Alachua County, Florida

Whereas, *jazz has played a significant role in the cultural and social history of America; and*

Whereas, *Gainesville Friends of Jazz is a not for profit corporation that was founded in 1983. Their mission is to support, promote and increase public awareness, education and participation in jazz, America's music; and*

Whereas, *Gainesville Friends of Jazz has been bringing premier jazz musicians to our community for concerts and school clinics for over 25 years; and*

Whereas, *the month of April is the birth month of such jazz greats as Duke Ellington, Ella Fitzgerald, Herbie Hancock, Billie Holiday, Charles Mingus, Gerry Mulligan, Tito Puente and Bessie Smith; and*

Whereas, *the Smithsonian Institution National Museum of American History, along with partners, including the U.S. Department of Education, the National Endowment for the Arts, the National Association of Music Education, the International Association of Jazz Educators and the Grammy Foundation have designated April as Jazz Appreciation Month to draw greater public attention to the extraordinary heritage and history of jazz as both a historic and living American art form; and*

Whereas, *this proclamation is presented in recognition of the vital role jazz has played in the cultural enrichment of our community.*

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 "Jazz Appreciation Month" in Alachua County, Florida.*

Duly proclaimed this 12th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk

5 PM

Alachua County Florida
A Proclamation

Declaring "National Public Safety Telecommunications Week" in Alachua County, Florida

Whereas, *the professional Public Safety Telecommunicator in Alachua County plays a crucial role in the protection of life, property, and delivery of Public Safety Services: and*

Whereas, *each day hundreds of Alachua County citizens dial 9-1-1 for help in emergencies, and the Telecommunicators who answer these calls for help, gathering essential information and dispatching the appropriate assistance can often make the diference between life and death for persons in need, and*

Whereas, *these well trained, highly dedicated and deeply motivated individuals serve the citizens of Alachua County, twenty-four hours a day, seven days a week and during extreme situations, such as hurricanes , are unable to be with their families to protect their own personal homes and property: and*

Whereas, *these Telecommunicators often do not receive recognition due them by the citizens and agencies who depend on them and benefit from their services: and*

Whereas, *the Congress of the United States has proclaimed its support and recognition to these employees and their profession, and the County Commision wishes to publicly recognize the local Telecommunicators who serve the citzens of Alachua County in such a professional manner.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 10th – April 16th, 2011 as "National Public Safety Telecommunications Week" in Alachua County, Florida.***

Duly proclaimed this 12th day of April 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 "Children's Week" in Alachua County, Florida

Whereas, *the 16th Annual Children's Week celebrating "Parents and Children" will take place in Tallahassee from April 3 – 9, 2011, bringing thousands of parents, children, professionals, policy makers, community leaders and concerned citizens together to share valuable knowledge and information about children's issues across the state and in our Capital City; and*

Whereas, *the purpose of Children's Week is to create a shared vision of the State of Florida's commitment to its children and families and to engage in a long-term process to develop and implement strategies for moving the shared vision forward; and*

Whereas, *Children's Week has teamed up with over 80 leading statewide businesses and non-profit organizations, including the Early Learning Coalition of Alachua County and hundreds of local organizations to expand the network of community involvement and education on a wide array of children and family issues at the local level and conduct events and activities in March and April in all 67 counties focused on improving the health, safety and well-being of Florida's children and families; and*

Whereas, *hundreds of local municipalities have officially proclaimed "Children's Week" and hosted hundreds of events and activities for parents and children in their community; and*

Whereas, *The Kids Day at the Park was held March 11th for the Nemours Steps for Kids. The local Children's Week Celebration in Alachua County will be on April 3rd, 2011 along with the Child Abuse Prevention Task Force for Child Abuse Prevention Month.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 3 – 9, 2011 as "Children's Week" in Alachua County, Florida.

Duly proclaimed this 3rd day of April, 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 "Child Abuse Prevention Month" in Alachua County, Florida

Whereas, *Alachua County has twice the State rate for child abuse; and*

Whereas, *child abuse and neglect causes significant trauma to the abused child and society, inflicting upon children serious illness and injury resulting in physical, intellectual, and emotional impairment, or death; and*

Whereas, *abused or neglected children are at much greater risk of becoming abusive and neglectful parents; and*

Whereas, *prevention services can reduce the cost society must bear in dealing with the results of child abuse and neglect and can help children and families avoid the overburdened and expensive social welfare and criminal justice systems; and*

Whereas, *children deserve the opportunity to grow and thrive in healthful environments, free from threats of violence and harm; and*

Whereas, *during the month of April, public and private-sector agencies, child care professionals, child advocates, and residents will be increasing the public's awareness of child abuse and neglect prevention.*

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 "Child Abuse Prevention Month" in Alachua County, Florida.***

Duly proclaimed this 3rd day of April, 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 "Fran Vandiver Day" in Alachua County, Florida

Whereas, *P.K. Yonge Developmental Research School Director, Frances M. Vandiver, is retiring April 1, 2011, after a 37-year career as a teacher, coach, department chair, principal, superintendent and builder. Dr. Vandiver "enrolled" at P.K. Yonge in 1998. To commemorate her 13 years in attendance, she will "graduate" with the class of 2011 as a P.K. Yonge "K-12 Lifer"; and*

Whereas, *as Director, her vision and leadership have transformed P.K. Yonge Developmental Research School into a modern, model public school for the state and the nation; and*

Whereas, *notable achievements in academics include maintaining an "A" School rating for eight years, achieving an average graduation rate of 95.7% for the last eight years and having over 50% of 2010 graduates receive Bright Futures Scholarships; and*

Whereas, *notable achievements in athletics include seven consecutive years as the Dodge Sunshine Cup Award winner for the top sports boys and girls programs in Class 3A public schools, and eight State Championships in 11 years: Women's Volleyball (2), Men's Track and Field (3), Women's Track & Field (2), and Women's Basketball (1); and*

Whereas, *Dr. Vandiver has been a driving force in improving the effectiveness of Florida's schools, establishing P.K. Yonge as a leader in influencing educational practice throughout the region; and*

Whereas, *Dr. Vandiver spearheaded and implemented phase one of a $60 million master plan to create an all new P.K. Yonge facility for the 21st century, and formed the P.K. Yonge Board of Trustees to champion the mission of the school and to assist with creating a permanent financial foundation to secure its future; and*

Whereas, *innovation begins with education, and P.K. Yonge sits in the middle of Gainesville's Innovation Zone. P.K. Yonge can play an important role to revitalize East Gainesville in a "Town-Gown" initiative through the deliberate and thoughtful re-conceptualization of schooling.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim March 25, 2011 as "Fran Vandiver Day" in Alachua County, Florida.**

Duly proclaimed this 25th 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 "Spirit of Faith Christian Center Day" in Alachua County, Florida

Whereas, *in 2006, Spirit of Faith Christian Center of Gainesville was organized to teach people in Alachua County and all over the world how to produce "Greater Works" by faith in their everyday lives; and*

Whereas, *Spirit of Faith Christian Center is committed to raising people up who are excelling in their families, businesses, and communities; and*

Whereas, *their vision consists of a large sanctuary, businesses, and numerous schools in multiple locations; and*

Whereas, *this organization welcomes ALL people; every culture, every class, every creed, and every race; and*

Whereas, *all citizens are invited to join with Spirit of Faith Christian Center as they celebrate their fourth anniversary, and to recognize them as an organization that has brought positive change to Alachua County and to the lives of everyone they meet.*

Now, therefore, ***through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim April 8, 2011 as "Spirit of Faith Christian Center Day" in Alachua County, Florida.***

Duly proclaimed this 8th day of April, 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

April 12, 2011 Regular BoCC Meeting
Agenda Item #10

Title
County's Recovery of Response Costs for Providing Input for the Record of Decision for the CabotKoppers Superfund Site (Amended)

Amount
N/A

Description
This item is in response to the Board's request at its February 22 meeting that directed "the County Attorney to report back to the Board as to the authority and viability of a cost recovery claim against Beazer and any cause of action against Beazer."

Recommendation
Direct the County Attorney to work with the City of Gainesville staff to assert a claim for County response costs in the amount of $43,621.34 against Bezer East, Inc.

Alternative(s)
Do not authorize the County Attorney to assert a demand against Beazer East, Inc., for response costs.

Requested By
Board of County Commissioners

Originating Department
County Attorney

Attachment(s) Description
None

Documents Requiring Action
None.

Executive Summary
For an extended period of time, County employees participated as part of the local intergovernmental team to evaluate and make recommendations upon the feasibility study for remedial action for the Cabot-Koppers Superfund site. As a result of the work of primarily two County staff members in the Environmental Protection Department (John Mousa and Robin Hallbourg), and the efforts of City of Gainesville staff, the record of decision proposes a much more extensive remedial action plan for the Cabot-Koppers Superfund site than would have been provided but for County and City staff input. Alachua County incurred costs of $43,621.34, which may be recoverable from Beazer East, Inc. The City of Gainesville incurred substantial costs in evaluating and making recommendations to the USEPA. It is likely the City of Gainesville will assert a claim for its response costs.

Background
Staff work was expended during the period of August 28, 2009, following the release of the draft feasibility study by the United States Environmental Department (UDEPA) through February 2, 2011, when the USEPA released the final record of decision. The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) allows private parties to recover costs that are consistent with the national contingency plan. These costs include the cost of planning and implementing cleanup actions. Although it is not totally clear that governmental staff time providing comments on proposed remedial action plans qualifies, an

argument can be made that those costs qualify. The County Environmental staff incurred the following costs: ACEPD staff labor $43,621.34 Consultant costs 3,530.12 TOTAL $43,621.34

Issues
Should the Board assert a demand letter to recover $43,621.34 from Beazer East, Inc., as the costs the County incurred in providing input to the remedial action plan proposed and finally adopted in the record of decision by the USEPA?

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

April 12, 2011 Regular BoCC Meeting
Agenda Item #11

Title
2010 to 2013 Collective Bargaining Agreement (CBA) for IAFF Management Unit and IAFF General Unit (Amended)

Amount
N/A

Description
2010 to 2013 Collective Bargaining Agreements between Alachua County and Local # 3852 International Association of FireFighters, General Unit and Local # 3852 International Association of FireFighters Management Unit.

Recommendation
Approve the New 2010-2013 Collective Bargaining Agreement Contracts with IAFF

Alternative(s)
Do Not Approve the New Collective Bargaining Agreement Contracts

Requested By
Kim Baldry/ David Gordon

Originating Department
Administrative Services / Human Resources

Attachment(s) Description
IAFF GENEREAL UNITSummary Executive Session3222011.pdf ; IAFF Management UNITSummary Executive Session3222011.pdf; Final Proposal IAFF CBA JANUARY 2011 after failed vote.pdf; Final Proposal March 15 2011 IAFF MGMT CBA.pdf; IAFF MANAGEMENT FY2011 PAY PLAN .pdf; IAFF GENERAL FY2011 PAY PLAN.pdf

Documents Requiring Action
All documents listed above require action.

Executive Summary
Successor three (3) year Collective Bargaining Agreements (CBA) between Alachua County and Local # 3852 International Association of FireFighters (IAFF) , General Unit and Local #3852 International Association of Firefighters, Management Unit, were successfully negotiated. The Board of County Commissioners must approve these contracts and pay plans to implement.

Background
On March 15, 2011, the County, Local # 3852 IAFF General Unit and Local #3852 IAFF Management Unit Bargaining Teams reached tentative agreement on the Collective Bargaining Agreements. Copies of both CBA's are available at the Receptionist's Desk on the second floor of the County Administrative Building. The differences between the existing contracts and the newly negotiated contracts are noted with strikethrough and underline method. The members ratified these agreements on March 28, 2011. Once approved by the Alachua County Board of County Commissioners, all negotiated items within these CBA's will be effective on October 1, 2010. A summary of these changes are attached.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: IAFF GENERAL UNITSummary Executive Session3222011.pdf
Attachment: Final Proposal March 15 2011 IAFF MGMT CBA.pdf
Attachment: IAFF MANAGEMENT UNITSummary Executive Session3222011.pdf
Attachment: IAFF GENERAL FY2011 PAY PLAN.pdf
Attachment: IAFF MANAGEMENT FY2011 PAY PLAN .pdf
Attachment: Final Proposal IAFF CBA JANUARY 2011 after failed vote.pdf

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
IAFF BARGAINING UNIT PAY PLAN (GENERAL)
FISCAL YEAR 2010-2011

				EXEMPT	HOURLY		BIWEEKLY		ANNUAL	
CLASS	CLASS TITLE	PAY	RANGE	OT	MIN	MAX	MIN	MAX	MIN	MAX
4079	DRIVER/OPER/PAR 40	FRB	17	N	$ 21.2071	$ 33.9313	$ 1,696.57	$ 2,714.50	$ 44,110.77	$ 70,577.10
4078	DRIVER/OPER/PAR 56	FBR	17	N	$ 13.2545	$ 21.2071	$ 1,696.58	$ 2,714.51	$ 44,110.98	$ 70,577.23
4071	DRIVER/OPERATOR 40	FRB	16	N	$ 20.1397	$ 32.2234	$ 1,611.18	$ 2,577.87	$ 41,890.58	$ 67,024.67
4070	DRIVER/OPERATOR 56	FBR	16	N	$ 12.5873	$ 20.1397	$ 1,611.17	$ 2,577.88	$ 41,890.53	$ 67,024.92
3100	EMS LIEUTENANT 56	FBR	17	N	$ 13.2545	$ 21.2071	$ 1,696.58	$ 2,714.51	$ 44,110.98	$ 70,577.23
3091	EMT/DRIVER 40	FRB	09	N	$ 14.0298	$ 21.7463	$ 1,122.38	$ 1,739.70	$ 29,181.98	$ 45,232.30
3090	EMT/DRIVER 56	FBR	09	N	$ 8.7686	$ 13.5914	$ 1,122.38	$ 1,739.70	$ 29,181.90	$ 45,232.18
3350	FIRE INSPECTOR	FRB	13	N	$ 17.2492	$ 27.5987	$ 1,379.94	$ 2,207.90	$ 35,878.34	$ 57,405.30
4081	FIREFIGHTER/EMT 40	FRB	11	N	$ 15.5564	$ 24.1125	$ 1,244.51	$ 1,929.00	$ 32,357.31	$ 50,154.00
4080	FIREFIGHTER/EMT 56	FBR	11	N	$ 9.7227	$ 15.0703	$ 1,244.51	$ 1,929.00	$ 32,357.15	$ 50,153.96
4086	FIREFIGHTER/PAR 40	FRB	13	N	$ 17.2492	$ 27.5987	$ 1,379.94	$ 2,207.90	$ 35,878.34	$ 57,405.30
4085	FIREFIGHTER/PAR 56	FBR	13	N	$ 10.7807	$ 17.2492	$ 1,379.93	$ 2,207.90	$ 35,878.17	$ 57,405.34
3113	HEALTH/SAFE OFFICER	FRB	15	N	$ 19.1259	$ 30.6015	$ 1,530.07	$ 2,448.12	$ 39,781.87	$ 63,651.12
4096	LIEUTENANT 40	FRB	20	N	$ 24.7608	$ 40.8554	$ 1,980.86	$ 3,268.43	$ 51,502.46	$ 84,979.23
4097	LIEUTENANT 56	FBR	20	N	$ 15.4755	$ 25.5346	$ 1,980.86	$ 3,268.43	$ 51,502.46	$ 84,979.15
4099	LIEUTENANT/PAR 40	FRB	21	N	$ 26.0731	$ 43.0207	$ 2,085.85	$ 3,441.66	$ 54,232.05	$ 89,483.06
4098	LIEUTENANT/PARAMEDIC	FBR	21	N	$ 16.2957	$ 26.8879	$ 2,085.85	$ 3,441.65	$ 54,232.09	$ 89,482.93
3121	PARAMEDIC/DRIVER 40	FRB	11	N	$ 15.5564	$ 24.1125	$ 1,244.51	$ 1,929.00	$ 32,357.31	$ 50,154.00

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
IAFF BARGAINING UNIT PAY PLAN (GENERAL)
FISCAL YEAR 2010-2011

				EXEMPT	HOURLY		BIWEEKLY		ANNUAL	
CLASS	CLASS TITLE	PAY	RANGE	OT	MIN	MAX	MIN	MAX	MIN	MAX
3120	PARAMEDIC/DRIVER 56	FBR	11	N	$ 9.7227	$ 15.0703	$ 1,244.51	$ 1,929.00	$ 32,357.15	$ 50,153.96
3450	PLANS REVIEWER/INSPE	FRB	14	N	$ 18.1633	$ 29.0612	$ 1,453.06	$ 2,324.90	$ 37,779.66	$ 60,447.30
3104	RESCUE LIEUTENANT 40	FRB	18	N	$ 22.3311	$ 35.7297	$ 1,786.49	$ 2,858.38	$ 46,448.69	$ 74,317.78
3103	RESCUE LIEUTENANT 56	FBR	18	N	$ 13.9569	$ 22.3311	$ 1,786.48	$ 2,858.38	$ 46,448.56	$ 74,317.90
2343	WILDFIRE MITIG SPEC	FRB	18	N	$ 22.3311	$ 35.7297	$ 1,786.49	$ 2,858.38	$ 46,448.69	$ 74,317.78
3146	WILDFIRE MITIG TECH	FRB	16	N	$ 20.1397	$ 32.2234	$ 1,611.18	$ 2,577.87	$ 41,890.58	$ 67,024.67

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
IAFF BARGAINING UNIT PAY PLAN (MANAGEMENT)
FISCAL YEAR 2010-2011

CLASS CODE	CLASS TITLE	PAY	RANGE	EXEMPT O/T	HOURLY		BIWEEKLY		ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
2618	BUREAU CHIEF/TRAIN	FMB	19	Y	$ 23.5147	$ 38.7991	$ 1,881.18	$ 3,103.93	$ 48,910.58	$ 80,702.13
2635	CAPT/TRAINING	FMB	21	Y	$ 26.0731	$ 43.0207	$ 2,085.85	$ 3,441.66	$ 54,232.05	$ 89,483.06
2629	CAPTAIN/STAT MGR 40	FMB	22	Y	$ 27.4550	$ 45.3009	$ 2,196.40	$ 3,624.07	$ 57,106.40	$ 94,225.87
2638	CAPTAIN/STAT MGR 56	MFU	22	Y	$ 19.6107	$ 32.3578	$ 2,196.40	$ 3,624.07	$ 57,106.36	$ 94,225.91
2616	DISTRICT CHIEF 40	FMB	23	Y	$ 28.9102	$ 47.7017	$ 2,312.82	$ 3,816.14	$ 60,133.22	$ 99,219.54
2615	DISTRICT CHIEF 56	MFU	23	Y	$ 20.6502	$ 34.0726	$ 2,312.82	$ 3,816.13	$ 60,133.38	$ 99,219.41

IAFF GENERAL UNIT

Articles with proposed changes:

1. **Article 7, Seniority:**

Sec. 7.2 – promotional probationary period, may be extended for up to an additional three months if absent on excused leave for 30 consecutive days during the probationary period.

Sec. 7.3 – add oral interviews and practical skills assessments to the process.

Sec. 7.4 – vacancy may be posted for a minimum of ten working days.

Sec. 7.5 – Vacant Driver/Operator, Driver/Operator/Paramedic, Lieutenant and Lieutenant/Paramedic will be filled from an Eligibility Promotional List; these vacant positions will be posted internally for current Public Safety employees only. The promotional and hiring lists will be good for two years. The promotional list will be utilized for promotions and first rights to out-of-class assignments.

Sec. 7.6 – Delete the language where employees being reduced to a lower classification as the result of layoff/bumping will retain their current wage. Employees will be compensated in accordance with Employee Policy #5-6, Transfers, which requires a reduction in pay if demoted.

Sec. 7.7 – (d) An employee laid off has 10 calendar days after receiving a notice of recall by certified mail to report to work.

(f) employment relationship shall be broken and terminated if an employee is absent from work in an **unpaid status** in the case of sickness or illness or injury for twelve consecutive months or one-half of the employee's seniority at the time of illness or injury, whichever is lesser. **(Added language)**

2. **Article 8, Leaves of Absence:**

Sick Leave

Sec. 8.1 – employees hired on or after 4/1/2011 after 10 years of services will receive a maximum payout of 500 hours (1,000 hour accrual) for 40 or 48 hour employees, and a maximum of 700 hours (1,400 hour accrual) for 56 hour employees.

Sec 8.2 – (b) Abuse of sick leave – delete the language "without medical certification".

Sec. 8.12 – an employee will receive one (1) opportunity to skip a mandated assignment, if the employee has not used sick leave or leave without pay for the 365 days of the preceding calendar year.

2. **Article 9, Vacations:**

Sec. 9.4 – employee hired on or after 4/1/2011 will only be allowed to carry 240 hours of vacation over to the next calendar year for 40 hour employees (288 hours for 48 hour employees, 336 hours for 56 hour employees) and be paid a maximum payout of 240 hours for employees that work a 40 hour work week; a maximum payout of 288 hours for employees that work a 48 hour work week; and a maximum payout of 336 for employees that work a 56 hour work week.

Sec. 9.5 – employees cannot utilize compensatory time if the use will generate overtime.

3. **Article 10, Holidays:**

Sec. 10.3 – employees hired on or after 4/1/2011 shall not be eligible to receive holiday pay for holidays that occur on a day which is their regularly scheduled day off.

4. **Article 11, Grievance Procedure:**

Sec. 11.3 – The party that cancels the Arbitration shall be responsible for paying the full cost charged by the arbitrator.

5. **Article 12, Hours of Work and Overtime:**

Sec. 12.6 – (d) Trade time can be approved within forty eight hours of the start of the shift, or at any time during a shift by the District Chief as long as it is between employees of equal rank and qualification.

Sec. 12.7 –Out-of-Class Assignment List will be used to fill vacancies while the position is being filled.

6. **Article 13, Miscellaneous:**

Sec. 13.7 – neither party can declare impasse prior to the 60 days period expiring and must declare within 10 days of the 60 day negotiations period expiring.

7. **Article 14, Wages/Compensation:**

Sec. 14.1 – no across the board increases.

Sec. 14.9 – reduce pay upon demotion.

Sec. 14.10 – how employees assigned to an out of County deployment activity will be compensated.

IAFF MANAGEMENT UNIT

Articles with proposed changes:

1. **Article 7, Seniority:**

Sec. 7.2 – promotional probationary period may be extended for up to an additional three months if absent on excused leave for 30 consecutive days during the probationary period.

Sec. 7.4 – remove language referring to promotion/hiring list. Add language on interview panel being added.

Sec. 7.6 – (d) change from seven (7) to ten (10) calendar days.

(e) Employment relationship shall be broken and terminated if laid off for 24 consecutive months or one-half of the employee's seniority at the time of layoff. **(Language referencing illness or injury deleted.)**

(f) employment relationship shall be broken and terminated if an employee is absent from work in an **unpaid status** in the case of sickness or illness or injury for twelve consecutive months or one-half of the employee's seniority at the time of illness or injury, whichever is lesser. **(Added language)**

2. **Article 8, Leaves of Absence:**

Sick Leaves

Sec. 8.1 – employees hired on or after 4/1/2011 after 10 years of services will receive a maximum payout of 500 hours (1,000 hour accrual) for 40 or 48 hour employees, and a maximum of 700 hours (1,400 hour accrual) for 56 hour employees.

2. **Article 9, Vacations:**

Sec. 9.4 – employee hired on or after 4/1/2011 will only be allowed to carry 240 hours of vacation over to the next calendar year for 40 hour employees (336 hours for 56 hour employees) and be paid a maximum payout of 240 hours for employees that work a 40 hour work week; and a maximum payout of 336 for employees that work a 56 hour work week.

3. **Article 10, Holidays:**

Sec. 10.3 – employees hired on or after 4/1/2011 shall not be eligible to receive holiday pay for holidays that occur on a day which is their regularly scheduled day off.

4. **Article 11, Grievance Procedure:**

Sec. 11.3 – The party that cancels the Arbitration shall be responsible for paying the full cost charged by the arbitrator.

5. **Article 12, Hours of Work and Overtime:**

Sec. 12.2 – management may elect to offer an out-of-class assignment to an employee in the General IAFF Bargaining Unit who has demonstrated competency at the District Chief level.

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852 /MANAGEMENT UNIT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2007~~07~~10- September 30, 2010~~03~~

TABLE OF CONTENTS

	ARTICLE	PAGE
1	Recognition	2
2	Management Rights	3
3	Non-Discrimination	4
4	No Strikes	5
5	Jury Duty - Witness Duty	6
6	Checkoff of Dues	7
7	Seniority	8
8	Leaves of Absence	13
9	Vacations	21
10	Holidays	24
11	Grievance Procedure	26
12	Hours of Work	30
13	Miscellaneous	33
14	Wages	35
15	Insurance	38
16	Union Membership	40
17	Educational Assistance Program	41
18	Waiver of Bargaining	45
19	Term	46

Addendum A - Drug Free Workplace and Drug Testing Policy

Memoranda of Understanding

Appendix A - FY ~~2007-2008~~ 2010 – 2011 Pay Plan ~~and Increase Calculations~~

AGREEMENT

This AGREEMENT is collectively made and entered into as of this _____ day of ~~October~~ 2007~~7~~11, and will become effective on October 1, 2007~~7~~10, by and between ALACHUA COUNTY and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852/Management Unit, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1293, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

ARTICLE 1

Recognition

The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the President of Local #3852 or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union.

ARTICLE 2

Management Rights

Except as expressly limited by other Articles of this Agreement, the County shall have the exclusive right to manage the facilities, services, and business of the County, and direct the working forces the same as it had prior to the execution of this Agreement.

These rights include, but are not limited to, the right to plan, direct, and control operations; to assign work and schedule the working hours; to determine the extent to which County services will be performed by County employees or by contract providers, provided that the Union shall be notified and allowed an opportunity for discussion and consultation prior to any sub-contracting of County services which would affect members of the bargaining unit; to hire, train, promote, demote, and transfer employees; to suspend, discipline or discharge for just cause and to lay off employees for lack of work or for other legitimate reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials, or facilities, to establish new job classifications and eliminate job classifications, provided that the Union will be notified and allowed an opportunity for discussion and consultation prior to the establishment of a new classification or elimination of classifications affecting the bargaining unit; and to assign overtime work.

ARTICLE 3

Non-Discrimination

The parties hereby acknowledge their responsibility under Florida Statute, Section 112.042(1) which provides as follows:

> "It is against the public policy of this state for the governing body of any county or municipal agency, board, commission, department, or office, solely because of the race, color, national origin, sex, handicap, or religious creed of any individual, to refuse to hire or employ, to bar, or to discharge from employment such individuals or to otherwise discriminate against such individuals with respect to compensation, hire, tenure, terms, conditions, or privileges of employment, if the individual is the most competent and able to perform the services required."

Any claim or charge of discrimination may be processed through the grievance procedure provided for in this Agreement but shall not be brought to arbitration unless the grievant(s) signs a statement electing to have the matter brought to arbitration exclusively and waiving any right thereafter to file charges with any state or federal board, commission, agency, or court concerning the same matter.

ARTICLE 4

No Strikes

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion.

ARTICLE 5

Jury Duty - Witness Duty

Section 5.1. Jury Duty. When an employee is required to serve on jury duty, the employee shall be relieved of responsibility for his or her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor or department head that they have been notified for that purpose within twenty-four (24) hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When an employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify his or her supervisor of his/her availability for work.

Section 5.2. Witness Duty. Any employee, upon the request and for the benefit of the County, attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, shall be paid as if engaged in the employee's normal work. If the employee is subpoenaed to any legal or court proceeding in which the employee is not personally or monetarily interested, he/she shall be paid as if engaged in the employee's normal work, time spent traveling to and from those proceeding and wait time related to the employee's testimony that occur during the employee's regularly scheduled work hours, shall be considered as time worked.

Section 5.3. Fees. Any fees, excluding mileage, received as a juror or witness while being paid as a County employee shall be reimbursed to the County as a condition of approval for any civil leave request.

ARTICLE 6

Checkoff of Dues

Section 6.1. Authorization. The County agrees to make a deduction of Union dues, initiation fees, and assessments from the paycheck of any employee covered by this Agreement upon written authorization signed by the employee directing the County to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

(a) the employee gives written notice to the County and the Union revoking the dues deduction authorization;

(b) the employee is terminated; or

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the County and the Union.

Section 6.2. Remission of Dues to Union. The amounts to be deducted as dues shall be certified to the County by the Financial Secretary of the Union. The County agrees to remit such dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County $125.00 for processing the dues checkoff no later than October 30th of the fiscal year. For the payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or deletions of employees in the bargaining unit, the names of employees on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 6.3. Indemnification. The Union shall indemnify, defend, or hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 7

Seniority

Section 7.1. Definition. Seniority is an employee's length of continuous service with the County, dating from his or her last date of hire and upon completion of the probationary period. Employees with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment. Applications will be time and date stamped when submitted.

Section 7.2. Probationary Employees. A new employee shall be considered a probationary employee for twelve (12) months after which seniority shall date back to the date of hire as a permanent employee. During such probationary period, a probationary employee shall not have seniority and may be laid off, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this agreement. During such time, an employee will not be considered "permanent" or be eligible for any benefits afforded permanent employees.

Employees who receive a promotion, or who transfer to a different classification, shall be on probation in that classification for a period of six (6) months during which, if they are not retained, they shall be returned to their former classification if it exists and there is a vacancy available. **If an employee is absent on excused leave for more than 30 consecutive days during this promotional probationary period, the promotional probationary period may be extended for up to an additional three months**. (TA'D 9/13/10) The position from which the employee has been promoted or transferred will not be permanently filled for six months unless operational needs require that it be filled.

If the promoted or transferred employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure outlined in Article VII, Section 5 of this Agreement.

Section 7.3. Promotion/Hiring. In the event a job opening is to be filled by the promotion of an employee in the bargaining unit, the following factors shall be considered in selecting employees for promotion and to fill vacancies and new jobs:

(a) ability and qualifications to perform the works determined by written, oral or assessment process where possible (in which event the process may be monitored by someone from the Human Resources Office and the Union if so requested); and

(b) performance reviews and disciplinary history; and

(c) seniority.

Where, as among the employees concerned, factors (a) and (b) are relatively equal, factor (c) shall govern.

In the event the job opening is to be filled by consideration of applicants not employed by the County, applicants from the bargaining unit shall be compared with non-employee applicants and if factor (a) considerations are relatively equal, factor (c) shall govern selection to fill the job.

Section 7.4. Job Posting. In the event a job opening is to be filled, ~~Notice of a position vacancy in an existing position which may be filled by an employee covered by this Agreement~~ the vacancy shall be posted for a minimum period of ~~five (5)~~ ten (10) working days on the County's website. ~~When a position is posted a promotion/hiring list will be established to fill the vacant positions.~~ An assessment process ~~may~~ will be utilized~~.~~, ~~i~~If funding is available~~. The process~~ it will be facilitated by a professional entity contracted by the department. ~~The Promotional list will be effective for two (2) years or upon the exhaustion of the list, whichever comes first. The established promotional/hiring list will be utilized for promotions and out-of-class assignments. The County may elect not to post a vacancy if there is a qualified County employee who requests a lateral transfer or voluntarily seeks a lower rated position, or who is being~~

~~reduced or disqualified from a higher rated position. The employee requesting a voluntary transfer, or who is being administratively reassigned must have previously attained permanent status in the classification in this department or the employee must successfully complete or has completed within the last 2 years, the assessment process. The employee must present a written request to the department head. The Union shall be notified in advance of a position being filled in this manner. Temporary transfers or assignments may be made until the position is filled, as well as at other times. All employees are encouraged to seek promotions to non-bargaining unit positions; however, it is understood that this Agreement does not require that bargaining unit employees be chosen to fill a non-bargaining unit position.~~ An interview panel, which shall be comprised of two (2) District Chiefs, one (1) Assistant Chief, and the Fire Chief, will review the candidates, participate in the interview and provide input and a recommendation to the Department Director on filling the vacancy. The Department Director will also sit on the interview panel. The County agrees to formally notify employees who are not selected for promotional opportunities. Such notification shall be in writing and shall identify an employee's opportunity for further discussion with the hiring supervisor(s) regarding the selection process.

The County may elect not to post a vacancy if there is a qualified departmental employee who requests a voluntary transfer, or who is being reduced or disqualified from a higher rated position. The Union shall be notified in advance of a position being filled in this manner. Any employee of the Department who has completed his/her probationary period and who is interested in filling the vacancy through a voluntary transfer shall apply in writing to the Human Resources Manager or designee.

Section 7.5. Layoff and Recall. For the purpose of Layoff and Recall, seniority is defined as an employee's length of continuous service with the County, dating from his

or her most recent promotion date into the affected classification. In the event of a reduction in the work force, newly hired probationary employees in the classification affected shall be first laid off. If further reductions are necessary, non-probationary employees and employees who are on promotional or transfer probation in the affected classification shall be laid off from the classification affected. Employees covered by this contract will be permitted to replace employees in the IAFF Non-Management Unit #3852, if all of the applicable conditions listed in Article 7.6 are met. The order of such layoffs shall be based on seniority with the least senior employees in the classification laid off first, provided that factors (a) and (b) in Section 3 are relatively equal. In the event of the relative inequality of these factors, objectively determined as between employees in the same classification, the employee with the higher values of factors (a) and (b) shall be retained.

In the event of a layoff, the County shall notify, in writing, the bargaining unit President, with as much notice as possible, prior to sending formal notification to the employees affected by the layoff.

Laid off employees shall be recalled to the classification from which they were laid off in the reverse order in which they were laid off, provided that they have not been terminated under Section 6(e) below. It is understood that persons employed with, and paid by, federal or state grant funds will be laid off or terminated upon the elimination or cut back of such funds regardless of their seniority.

In the event any temporary or stand-by positions become available during a layoff, the County will first offer those positions to employees who were laid off in accordance with Article VII, Section 5 of this Agreement. Acceptance of a temporary or stand-by position will not affect an employee's recall rights under Article VII, Section 5.

Section 7.6. Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:

(a) resigns;

(b) is discharged and not reinstated;

(c) is absent from work for three (3) consecutive work days without notification to the County; unless notification would have been impossible;

(d) is laid off and fails to return to work within ~~seven (7)~~ **ten (10)** calendar days after ~~having been recalled~~ **the notice of recall has been sent** ~~in writing~~ by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the County, for such failure;

(e) is laid off ~~or is absent from work in the case of sickness or illness or injury incurred on the job~~ for twenty-four (24) consecutive months or one-half of the employee's seniority at the time of layoff, illness or injury, whichever is lesser; **(TA'D) 8/30/10)**

(f) **is absent from work in the case of sickness or illness or injury incurred on the job for twenty-four (24) consecutive months or one-half of the employee's seniority at the time of layoff, illness or injury, whichever is lesser; (TA'D) 8/30/10)**

(~~f~~ **g**) fails to report for work at the termination of a leave of absence or extension thereof; or

(~~g~~ **h**) accepts gainful employment without permission while on leave of absence.

Section 7.7. Seniority During Approved Leave of Absence. An employee's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay, except for leave under Article VIII, Section 7.

ARTICLE 8

Leaves of Absence

Section 8.1. Sick Leave. All permanent employees shall earn four (4) hours of sick leave with each bi-weekly pay period provided that the employee has been paid for at least three-fourths (3/4) of the work shifts in the pay period. Time spent in collective bargaining negotiations shall be considered as time worked for the purpose of sick leave accrual and employees on leave under Section 7 of this Article shall not lose sick leave accrual for up to two (2) calendar weeks per year of such Section 7 leave. Sick leave shall be earned as of the last day of the pay period. The employee must be in active pay status for at least seventy-five percent (75%) of the pay period in order to accrue sick leave. Persons who work a normal workweek averaging fifty-six 56 hours shall accrue sick leave at the rate of 5.6 five point six hours per bi-weekly pay period, provided the employee has been paid for at least three-fourths (3/4) of the work shifts in that pay period. At the end of each fiscal year, an employee shall have the option of converting up to ten (l0) days of sick leave to vacation leave on a two (2) for one (l) basis. The conversion of sick leave will be approved only if the employee has a remaining balance of sick leave of at least one hundred twenty (120) hours, for fifty-six (56) hour per week employees and eighty (80) hours for forty (40) hour per week employees, after the conversion. All requests to convert sick leave must be received by Finance & Accounting prior to October 31st. Upon separation from employment after ten (10) years service, an employee will be entitled to be paid for 50% of his or her accrued sick leave at the current rate of pay. **Employees hired on or after April 1, 2011, upon separation from employment after (10) years of service will be entitled to up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to work either forty (40) or forty-eight (48) hour work weeks, and up to a maximum payout of 700 hours (1,400 hour accrual) for employees regularly scheduled to work an average fifty-six (56) hour work week. Employees will be**

permitted to accrue sick leave beyond the sick leave accrual cap, but will be limited to the aforementioned cap for payout purposes. (TA'D 9/13/10)

Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family residing with him or her (except in the case of children, step-children, parents, step-parents, and current parents-in-law, in which case there will be no residency requirement), necessary doctor's appointments, injury, disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be required to supply proof of sickness, injury or disability, in accordance with (b) below or upon other evidence of abuse. If an employee is sent to a physician of the County's choosing for such purpose, the County will pay the expenses thereof. Utilization of sick leave will be implemented according to the following definitions:

(a) Sick leave instance: Any absence due to sickness, illness, or injury that is or is not work related, for any number of consecutive work days or parts thereof.

(b) Abuse of sick leave:

1. Use of more than two (2) instances of sick leave in a ninety (90) day period.

2. A pattern or use of sick leave in combination with days off, holidays off, or other time off.

3. Any combination of 1 and 2 above.

(c) Critical attendance employee:

1. Any employee who abuses sick leave will be placed on a critical list for three (3) months during which time medical certification will be required for

approval of sick leave. After the three (3) month period attendance will be reevaluated.

2. At the time of reevaluation, it will be determined whether sick leave use has reached acceptable standards.

Section 8.3. Leave for Compensable Injury. If an employee sustains a job-related injury s(he) shall be entitled to Workers' Compensation payments in accordance with the laws of the State of Florida. In addition, an employee may utilize available sick leave credits to supplement Workers' Compensation payments. In no instance shall this combination exceed one hundred percent (100%) of the employee's regular base rate.

Section 8.4. Short-Term Military Leave. Short-Term military leave shall be granted for purposes of attending military training in accordance with Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National Guard shall be granted military leave for training purposes with full pay and without loss of benefits. Such military leave shall not exceed 17 working days (maximum 12-hour day) in a calendar year. A request for short-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper documentation as soon as possible.

Section 8.5. Long-Term Military. Leave shall be granted in accordance with Chapter 115, Florida Statutes and Chapter 250, Florida Statutes. An employee in the United States Reserve Forces or National Guard ordered to active military duty for purposes other than training shall be granted long-term military leave without loss of benefits or seniority, under the following conditions: An employee ordered to active military duty during a declared war or time of war shall receive full pay for the first 30 days of the long-term military leave; and supplemental pay beginning on the 31st day of the long-term military leave, not to exceed one-hundred-eighty (180) calendar days of absence. Supplemental pay is an amount necessary to bring the employee's total salary, including the base military pay and the supplemental pay, to the level earned from County employment at the time the absence for

long-term military leave began. The department director is responsible for submitting an Employee Action Form when the employee is entitled to supplemental pay under this policy. An employee in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida Statutes, shall receive full pay for up to 30 days at any one time. Following such an absence for state active duty, the employee must perform the employee's County work for at least one full shift before being eligible for another period of long-term military leave for state active duty. Long-term military leave for other purposes shall be without pay, unless an exception is granted by the Administrating Official for unusually compelling circumstances. An employee who is granted long-term military leave shall retain seniority rights. A request for long-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by proper documentation, including military orders, as soon as possible.

Section 8.6 Personal Leave for Pregnancy Related Conditions, Permanent employees shall receive personal leave without pay, except as provided for in Section 2 of this Article, for the period of any absence from work caused by pregnancy-related condition. Such leave will be contingent upon certification of the inability to return to work by the employee's attending physician. If the employee desires to work beyond the twenty (20) weeks of the pregnancy, her physician must provide a written statement of approval or a Physician's Evaluation of Pregnant Employee Form to continue working after each visit by the employee.

Section 8.7. Personal Leave. Upon written request from an employee submitted reasonably in advance, the County will grant a leave of absence without pay where good cause is shown for one or more days, but not to exceed thirty (30) days. This leave may be extended or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the opinion of the County, are satisfactory. In the operation of this section, the question of whether an employee has accrued annual leave time

shall not be considered. These leaves are intended to be granted for maternity (after exhaustion of sick leave), health (after exhaustion of sick leave), education, military service, or extenuating personal reasons. Leave requests under this section shall not be arbitrarily or capriciously denied.

Section 8.8. Union Leave of Absence. Members elected to Union positions or appointed by the Union to perform work which takes them from employment with the County shall, upon written request, receive leave of absence without pay for the term of office or up to a period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional year period. Employees desiring leave under this Section shall notify the County two (2) weeks in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request. If it is impossible to give two (2) weeks notice, the County will waive the two (2) week requirement. No more than two (2) employees in any department shall be off on leave under this Section at any one time unless mutually agreed upon by the parties. Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiation, officers to attend regular monthly business meetings, and other Union business mutually agreed upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of absence shall not be arbitrarily or capriciously denied.

Nothing herein shall preclude the use of accrued vacation time for union officials to conduct union business that ordinarily would be uncompensated time. The County agrees to make a deduction of one (1) hour vacation leave from all current Union members. The deduction shall be reflected on the second pay check stub during the months of March, June, September, and December and the leave will be placed into the Union Time Pool for use by the Union. All unused hours shall be carried over to the following calendar year.

Section 8.9. Union Time Pool Leave. A time pool will be established under the provisions of Section 8 of this Article. Union time pool leave shall be limited to conventions, grievance hearings, contract negotiations, officers to attend regular monthly business meeting, and other Union business mutually agreed upon by the County and the Union. This time may be used by any Union member with approval from the Union President or Vice President. Requests shall be made to the Department no later than the previous shift and no more than two (2) Union members (inclusive of both IAFF Units) shall be off at any given time. These members shall not be counted in the total numbers of employees permitted to take vacation leave under Article 9, Section 3. Provided that approvals of such leave shall be at the discretion of the Chief or his/her designee. All unused hours shall be carried over to the following calendar year.

Section 8.10. Grievance Hearings. Employees who have filed a grievance will be authorized to attend hearings at all four steps with pay if the hearing is scheduled during the employee's normal working hours. The appropriate Union President or Shop Steward may attend with pay if the hearing is during their normal working hours and either the President or Shop Steward is representing the grievant. The Union must submit a list of employees to attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice of appeal to the County Manager's Office to allow for proper departmental notification of the employee's absence. The County Manager or his designee will review the list and authorize absence from work for the employees that the Manager determines should attend. Employees who wish to attend as observers may request vacation time in accordance with established procedures.

Section 8.11. Bereavement Leave. An employee who has a death in his immediate family will be granted a bereavement leave of up to five (5) consecutive days and not to exceed forty-eight 48 work hours. Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is described as father, mother, step-parents,

spouse, children, step-children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren, and legal guardian, and certified domestic partner. Documentation may be required as a condition for approval of bereavement leave. The Administrating Official may approve a longer period of bereavement leave.

Section 8.12. Attendance Award. Full-time, permanent employees hired prior to June 1 of the calendar year, whose sick leave and/or leave without pay hours for that calendar year do not exceed sixteen (16) hours for those employees working an eight (8) hour shift, or 24 hours for employees working a 24 hour shift, shall be credited with a ½ shift of paid personal leave. In the event an employee does not utilize any sick leave or leave without pay, (s)he shall be credited with paid personal leave equal to one of the employee's regular shifts. Paid personal leave shall be taken at a time mutually convenient to the employee and the department, shall require prior supervisory approval, and shall be used in the subsequent calendar year.

Section 8.13. Time Off For Voting. On election day, employees who are registered to vote will be allowed time off with pay to vote if their scheduled hours of work do not allow sufficient time to vote. Any such employees must advise their immediate supervisor of a potential time conflict at least forty-eight (48) hours prior to election day. In the event such notice is not practicable, the supervisor will make every effort to accommodate the employee.

ARTICLE 9

Vacations

Section 9.1. Vacations/Eligibility and Accruals. Employees who are on the payroll and filling permanent full-time positions shall receive paid vacation based upon their length of continuous service as follows:

BI-WEEKLY PAY PERIODS

Length of Service	40-Hour Work Week Bi-Weekly Accrual	56-Hour Work Week Bi-Weekly Accrual
Less than 1 year [(1)]	3.24	4.53
1 year but less than 5	3.85	5.38
5 years but less than 10	4.61	6.46
10 years but less than 15	5.38	7.54
15 years and over but less than 20	6.92	9.69
20 years but less than 25	8.46	11.85
25 + years	9.23	12.92

Employees are not eligible to use or to be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this article. The employee must be in active pay status for at least seventy-five percent (75%) of the pay period in order to accrue vacation leave.

Section 9.2. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate for the number of hours the employee would have worked during the week(s) he or she would have worked had vacation not been taken.

Section 9.3. Selection of Vacations. Schedules of the available vacation periods for the next calendar year, including all fifty-two (52) weeks of each year, will be posted by October 1st of the preceding year. The Department must receive all bids by November 1st of the year. The vacation bid calendar must be posted by November 30th. Vacations

will be bid in each classification by seniority: two (2) District Chiefs may be off on bidded vacation on the same day, contingent on coverage by another District Chief. Requests will not be arbitrarily and capriciously denied. Vacation periods once bid cannot be changed or exchanged unless the department head so permits or reasonably requires because of operational requirements beyond the department's control. No employee will be allowed to bid vacation in excess of the amount (s)he has accrued, or will accrue, during the next calendar year, including the amount of sick leave that the employee may be eligible to convert in October of that year.

Section 9.4. Utilization of Vacation. Employees will be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry 280 hours for employees assigned to a 40-hour work week or 392 hours for employees assigned to a 56-hour work week to the following calendar year. **Employees hired on or after April 1, 2011, shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and forty (240) hours of vacation over to the next calendar year for employees assigned to a 40 hour work week or 336 hours for employees assigned to a 56 hour work week.**

Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of two hundred eighty (280) hours (three hundred ninety-two (392) hours for fifty-six (56) hour employees). **Employees hired on or after April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of 240 hours for employees regularly scheduled to work a forty (40) hour work week or 336 hours for employees assigned to a 56 hour work week.**

Vacations to the extent feasible may be taken in increments of less than one week, but not less than a minimum of two hours with subsequent increments of 15 minutes. In the event that vacation time is used for educational purposes the time can be taken as a two (2) hour minimum with additional 15 minutes increments up to 24 hours, if

there is sufficient staffing and no overtime is generated. Vacation time may be used for unscheduled purposes after the start of the employee's assigned shift, upon approval of supervision and with as much notice as is practical, provided there is sufficient staffing personnel to cover the shift and no overtime is generated. An employee may request/or cancel vacation with one shift's notice. Vacation leave can only be taken if the leave request form is approved and signed by a higher level supervisor.

ARTICLE 10

Holidays

Section 10.1. Holidays Observed. The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate:

New Year's Day

Martin Luther King Jr.'s Birthday (observed in conjunction with School Board)

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed on the last workday before Christmas), or for 40 hour per week employees, the additional Christmas holiday as designated by the County Manager

Christmas Day

Two (2) Floating Holidays (to be taken during the fiscal year) Floating Holidays are to be taken as full shifts and are not to be divided into hours for purposes of use.

Section 10.2. Weekend Holiday. Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

Section 10.3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall be paid for the number of hours (s)he would have worked in a

normal work shift at his/her regular straight time rate provided (s)he works at least 50% of the regularly scheduled workday immediately preceding the holiday and immediately following the holiday, unless the employee is on approved paid leave for at least 50% of both days.

If the holiday occurs on a day which is a regularly scheduled day off for the employee, (s)he will receive additional pay for that workweek equal to one-tenth of his/her regular bi-weekly salary. **Employees hired on or after April 1, 2011 shall not be eligible to receive Holiday Pay as described in this section (10.3) for holidays that occur on a day which is their regularly scheduled day off.**

Section 10.4. Holiday Work. An employee who is regularly required to work on holidays shall be paid his/her regular hourly rate at a multiplier of two (2).

Section 10.5. Holiday During Vacation. In case a holiday is observed on any day during an employee's vacation, the holiday will be paid as in Section 3 above and will not be charged to the employee's accrued vacation leave.

Section 10.6. Floating Holiday for 56 Hour Employees. All such employees shall be allowed time off with pay for twenty-four (24) hours for each of the floating holidays.

ARTICLE 11

Grievance Procedure

Section 11.1. Definition and Procedure. For the purpose of this Agreement, a grievance is any dispute or difference between an employee and Alachua County involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner.

Step 1: The employee shall present the grievance in writing to the Chief of Operations with or without a Union Officer as the employee may choose. The supervisor must answer it in writing.

Step 2: If the employee is not satisfied with the written answer of the supervisor in Step 1 or if no answer has been given within five (5) working days, then the grievance shall be presented to the Department Head within five (5) working days of the supervisor's answer or failure to supply a timely answer. The Department Head or his designee shall, within five (5) working days of receipt of the written grievance, meet with the employee and a Union representative unless such meeting has been waived. After such a meeting is held, the Department Head must answer the grievance in writing within five (5) working days of the meeting.

Step 3: If the Union or employee is not satisfied with the written answer of the Department Head, or if no written answer is rendered by the Department Head on a timely basis, then the Union or employee may, within five (5) working days of the Department Head's answer or of the failure of the Department Head to supply a timely answer, appeal the grievance to the County Manager or designee. The County Manager or designee must meet with a Union representative within ten (10) working days of receipt of the appeal. The County Manager or designee shall answer the grievance in writing within five (5) working days of the meeting.

Step 4: If the Union is not satisfied with the written answer of the County Manager or designee, or if no timely written answer is rendered, the Union Officer shall submit a written request, signed also by the grieving employee(s), appealing the grievance to arbitration within thirty (30) working days of the answer or failure of timely answer.

In the case of appealing the grievance to arbitration, the Union shall have one hundred twenty (120) calendar days from the date of the letter sent by the

County acknowledging the request to proceed to arbitration, to draft the join request for an arbitrator.

In case of discharge or termination, Step 1 will be waived if the grievance has been timely filed.

Section 11.2. Arbitrator Selection. The Union's appeal to arbitration shall be submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected from a list furnished by the Federal Mediation and Conciliation Service by means of alternate striking of names. A coin toss will determine which party strikes first. If either the County or the Union is dissatisfied with the original list, either one may request the Federal Mediation and Conciliation Service provide a second list from which to choose an arbitrator.

Section 11.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide only the particular issue involved in the grievance presented.

The award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared equally by the County and the Union. **If either party cancels an Arbitration, that party is responsible for all costs associated with the cancellation. Costs associated with cancelling/postponing because of "Acts of God", i.e., storms, declared emergencies, etc. will be borne equally by both parties.(TA'D 8/16/10)**

Section 11.4. Time Limits. No grievance shall be entertained or processed unless it is commenced in Step 1 within five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grievable, (s)he may do so in which event the employee will have two (2) days in which to speak with management and the time limits for

filing a grievance will commence on the third day. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the County, or if no answer has been made it shall be deemed denied. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all steps in the grievance procedure in order to expedite the processing of a grievance.

Section 11.5. Performance Review Grievance. Non-probationary employees who receive an "unacceptable" or "below expectations" performance review rating may file a grievance concerning that performance review as provided for in this Article, and if the grievance is presented to an arbitrator, the standard for review shall be whether the "unacceptable" or "below expectations" performance review is arbitrary, capricious, and unjust. If the arbitrator rules that it is arbitrary, capricious and unjust, then it shall be removed from the employee's file. If the arbitrator rules that it is not arbitrary, capricious and unjust, the "unacceptable" or "below expectations" performance review shall stand.

Section 11.6. Untimely Performance Reviews.

A. Issues regarding timeliness in the completion of performance reviews shall be resolved exclusively as follows:

1. LEVEL 1. If a performance review is not completed on time, the employee may request a review of the circumstances by the department director.
2. LEVEL 2. If the situation is not resolved within fourteen (14) days of the initiation of LEVEL 1, the employee may present a written appeal to the County Manager.
3. LEVEL 3. In the case of annual performance reviews, if the employee is not satisfied with the resolution at LEVEL 2, (s)he may file a written grievance at Step 3 under section 1 of this Article within seven (7) days of the notice of resolution at LEVEL 2.

B. If the employee feels that performance review factors in the current review instrument do

not accurately reflect the duties assigned to his/her position, (s)he may request a copy of the performance review form and reexamination of the performance review instrument by the Personnel Director. Such request must be made prior to the completion of the performance review.

ARTICLE 12

Hours of Work

Section 12.1. Workday; Workweek. Some employees may be assigned to a normal workday of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours. The County may assign 40 hour work week employees any combination of work day hours in a workweek in order to ensure full coverage for county operations. All employees will be made aware of their weekly work schedules at least 2 weeks in advance, unless there is an emergency or extenuating circumstance that do not allow for the advance notice.

Section 12.2. Additional Shift Assignment. In the event an employee in the District Chief classification is assigned by the Department Director, or his/her designee, to fill a District Chief vacancy of at least 4 hours; is assigned to act as a District Chief in charge of a special event (no minimum hours) or is given any other assignment of a minimum of 4 hours in addition to his/her regular schedule, he/she will be paid additional hours at the employee's current hourly rate, for the number of hours worked, or the employee may elect to accrue compensatory time, on an hour for hour basis. Additional shift assignments will be offered to 56 hour District Chiefs on a rotating basis, with the most senior employee being offered the assignment first. If no 56 hour District Chief accepts the offer of additional shift assignment, the 40 hour District Chief will be offered the assignment. In the event no District Chief accepts the offer of an additional shift assignment**, management may elect to offer an out-of-class assignment to an employee in the General IAFF Bargaining Unit who has demonstrated competency at the District Chief level. If no General IAFF Bargaining Unit employee is assigned, then** the most junior District Chief will be mandated to work. Mandated assignments will be made on a rotating basis commencing with the least senior District Chief (40 and 56 hour). The Deputy Chief of Operations will maintain the mandated list and it will be available for review upon request. All mandatory assignment must be made by either the Deputy Chief of Operations or the Chief of the department. In the event both the Chief and Deputy Chief are unavailable, the Acting

Department Director will make the mandatory assignment. In an effort to achieve this goal, the Department will utilize Telestaff to offer additional assignments and maintain the Department's schedule. It is understood that a scheduling protocol will be written that will ultimately be added to this article.

Section 12.3. Other Assignment. In the event a employee in the District Chief classification is assigned by the Department Director or designee to attend meetings, trainings sessions, work on special projects or any other work activities of at least Two (2) hours in addition to his/her regular shift, the employee will be paid at his/her current hourly rate, for the number of hours worked.

Section 12.4. Compensatory Time. The accrual of compensatory time is limited to 80 hours for 40 hour work week employees and 112 hours for 56 hour work week employees. Hours earned in January through September must be used by the end of that calendar year. Hours earned October through December must be used by the end of the next calendar year. Hours remaining at the end of the respective calendar year will be lost. There is no pay out for accrued compensatory time. If an employee transfers to another department or to a non-exempt position, all accrued compensatory time will be forfeited.

Section 12.5. Trade Time Policy. Upon prior approval of the Chief of Fire/Rescue or his/her designee, an employee may agree with another employee of the same classification (District Chief) to work in place of said employee during his/her regularly scheduled work assignment, subject to the following restrictions.

(a) No employee shall be permitted to have another employee substitute for him/her in excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).

(b) Trade-time will be approved only for permanent, full-time employees of the Fire/Rescue Department.

(c) The County shall compensate the employee regularly scheduled to work in the amount (s)he would have earned had (s)he worked, and in no manner be liable for any wages for the

hours worked by the substitute employee (i.e. out of class will be paid the employee normally assigned).

(d) Trade-time request forms will be signed by both parties of the trade and submitted to a higher level supervisor for approval no less than forth-eight (48) hours prior to the effective time of the trade.

(e) Traded time will be repaid within twelve (12) months.

(f) An employee substituting for another employee shall not be eligible to use vacation leave.

(g) An employee substituting for another employee shall be eligible to use earned sick leave. Such sick leave usage shall be assessed as a correction to payroll at the end of the pay period in which it occurred.

(h) An employee who fails to report to duty on an approved trade-time shall be assessed the hours from his/her vacation hours as a correction to payroll at the end of the pay period in which it occurred, and the employee will receive Group I disciplinary action for the first offense and loss of

Trade-Time privileges for a period of one (1) year from the date of the infraction. Additionally, the employees shall be obligated to pay back all time owed another employee through approved trade time.

ARTICLE 13

Miscellaneous

Section 13.1. Bulletin Boards. Alachua County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union's principal officer shall be responsible for all notices posted under this section.

Section 13.2. Union Emblem. Union members will be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive.

Section 13.3. Notice of Discharge. The County shall provide a notice of proposed discharge to a regular, permanent, non-probationary employee and to the Union five (5) working days prior to the date of the meeting on the discharge.

Section 13.4. Health, Safety and Comfort. The following items will be provided by the County:

(a) employees presently required to wear a uniform shall continue to be required to do so and will have appropriate uniforms or a uniform maintenance service provided to them;

(b) all new operational employees will be offered a hepatitis vaccination;

(c) all operational employees over age 35 will be offered a drug/alcohol test and a biannual physical exam, the results of which will be made available to the employee and the County.

Section 13.5. Re-Opener Clause. The county and the union agree that either party may request to reopen one (1) Article each fiscal year with a total of no more than two (2) Articles being opened by each side for the life of this contract in addition to reopening the Articles on wages each year, it is further agree that if the County and the Union do not reach agreement on the opened Article within sixty (60) calendar days the article being opened, discussions shall

cease, or impasse procedures invoked.

ARTICLE 14

Wages/Compensation

Section 14.1. Classification and Pay Plan. Effective with the start of the first pay period commencing on or after October 1, 2007 a classification and pay plan will be implemented as determined by the County (Appendix A) and will reflect the same percentage increase over the 2007/2008 classification and pay plan as may be approved for the Non-Bargaining pay plan. An amended classification and pay plan will be determined by the County for each year of this Collective Bargaining Agreement and all employees covered by this Agreement shall be paid in accordance as set forth in that plan.

Section 14.2. Minimum Increases. Employees employed effective with the start of the first pay period commencing on or after October 1, 2007, shall receive the cost of living increase as may be approved by the Board in the same amount as approved for Non-Bargaining employees, or they will be placed at the minimum salary of their classification, whichever is greater. Minimum increases shall be applied in the same manner as described above in all subsequent years of this Agreement.

Section 14.3. Pay for Performance. Employees covered by the Agreement shall be eligible for any pay for performance in the same amounts and in the same manner as may be awarded to Non-Bargaining employees.

Section 14.4. Pay Adjustment for Out-of-Classification Assignment. In the event an employee is assigned on a temporary basis to a higher level position for a minimum of a two week period, the employee will receive a 5% increase to his/her current regular rate of pay. An employee assigned to out of class status must meet the minimum requirements of the position, unless otherwise approved by the County Manager. An employee assigned partial duties of a higher level position will not be required to meet the minimum requirements of the position.

Section 14.5. Acting Status. In the event an employee is assigned on a temporary basis to a vacant administrative or managerial position, he/she will receive a 10% increase to his/her

current regular rate of pay. The employee assigned the acting status must have successfully completed his/her initial probationary period and must met the posted minimum requirements of the position.

Section 14.6. Pay Plan Adjustment. An employee in a classification whose salary range is adjusted upward shall receive a percentage salary increase equal the percentage increase of the minimum of the range. If the salary range of a classification is adjusted downward, the salaries of the current employees in that classification will not be affected. The Administrating Official may limit the percentage salary increase for all employees in affected classifications.

Section 14.7. Incentive Pay. A regular employee in a classified position, based upon the recommendation of the department director and upon approval of the Administrating Official, may qualify for a $250 lump sum incentive pay upon completion and receipt of a job related certification or license. Professional certifications that are required as minimum qualifications for a position and certifications obtained by department directors or division heads are not qualified for the incentive pay. Employees are eligible for a maximum of three certifications for each job classification.

Section 14.8. Retention Pay. No more than once during a fiscal year the department director may increase the compensation of any employee up to the midpoint of the salary range of the current classification. Increases beyond the midpoint of the salary range require approval of the Administrating Official. Budgetary constraints must be followed when making compensation decisions.

Section 14.9. Technical Pay. The County agrees to compensate employees bi-annually who are certified and assigned to the specialties listed below:

Technical Assignment	Rates
Hazardous Materials Team	$640.00
USAR Team	$640.00

Technical pay shall be paid half (1/2) in January and half (1/2) in July of each year for the appropriate service(s) rendered during the previous six (6) months.

ARTICLE 15

Insurance

Section 15.1. Group Health Insurance Benefits. If there are to be any changes in premiums

or benefit levels, the County will notify the Union. Any changes in the premiums or benefits provided by the insurance program will involve the active participation of the Union if it chooses, however, the County will not be required to negotiate levels of premiums or benefits with the Union.

Section 15.2. Premium Cost. The cost of the premium for health insurance shall be borne eighty-five percent (85%) by the County and fifteen percent (15%) by the employee for individual coverage, and seventy percent (70%) by the County and thirty percent (30%) by the employee for dependent coverage.

Section 15.3. Dental Insurance. The Alachua County Board of County Commission will pay eighty percent (80%) of the premium for single coverage for dental insurance effective 10/1/2007. Employees will be responsible for one hundred percent (100%) of the premium for dependent coverage of the dental insurance.

The Alachua County Board of County Commission will continue to pay eighty percent (80%) of the premium for single coverage if funding is available.

Section 15.4. Retiree Health Insurance Subsidy. The County and Union agree that beginning October 1, 2005 Alachua County will be providing a retiree health insurance subsidy. The subsidy is $3 per month for each year of service with Alachua County. In order to qualify for this subsidy the retired employee must have worked for Alachua County for at least six (6) years, and currently have health insurance with Alachua County. The minimum monthly subsidy is $18 (6 years): the maximum is $90 per month (30 years). Each month the retired employee will receive a check from Alachua County. If in the future the retired employee cancels the retiree health insurance with Alachua County an annual certification form showing proof of health insurance elsewhere must be forwarded to Risk Management to continue receiving the monthly subsidy. Retirees in the State's Florida Retirement System (FRS) who have entered into the Deferred Retirement Option Program (DROP) are not eligible to receive the County's health insurance subsidy until their participation in DROP ends. Time in DROP will not count towards years of service for the purposes of this policy.

The approval of this retiree health insurance subsidy each year will be based on available funding.

Definitions: (a) Retiree: An Alachua County retiree is defined as any employee working for County Government, inclusive of the Board of County Commissioners. (b) You meet the Florida Retirement System's Pension Plan's normal retirement age or service requirements for your class of membership and have terminated your employment with Alachua County.

ARTICLE 16

Union Membership

The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II; provided that it is understood that the Union, as the certified employee organization, shall not be required to process grievances for employees who are not members of the Union.

ARTICLE 17

Educational Assistance Program

1. General

It is the intent of the County to assist full-time, permanent employees to take advantage of opportunities for training, development, and advancement consistent with individual ability, performance, job requirements, and availability of funds.

2. General Fund

a. A central fund for educational assistance will be established by the County to assist qualified employees with educational tuition costs. Employees are eligible for reimbursement as outlined in Alachua County Employee Policy #5-21. In the event the County changes, adds, deletes, or amends the policy, the County will notify the Union of the intended changes and forward copies of the proposed changes. The Union and the Employer will meet if requested by either party to discuss the proposed changes

3. Eligibility Requirements

Only permanent, full-time County employees who have completed their probation period will be eligible to participate in this program.

4. Conditions of Approval or Payment

a. The County will participate in the cost of those courses, both correspondence and classroom, which are determined to be directly related to the duties of the position held by the employees seeking assistance; to the duties of a position to which an employee might reasonably be expected to progress to in the normal course of advancement with the County; or is a valid elective for a degree program approved by the Department Director. Courses must be taken from an accredited or recognized educational institution.

b. The County will pay the cost of tuition for such courses, as outlined in the Alachua County Employee Policy # 5-21, but will not reimburse an employee for books, fees, supplies, or

other expenses in connection with the course(s) to be taken.

c. The County will not pay any proportional share of the cost of tuition which has been advanced to the employee from other sources, such as scholarships, grants, or other subsidies. In the event of a partial scholarship or grant, the County will reimburse tuition based on paragraph 4b or the actual expense to the employee, whichever is greater.

d. Eligibility for reimbursement must be established prior to the first day of class.

e. To be eligible for reimbursement an employee must successfully pass the course(s) and present a certificate or proof of completion so indicating. A passing grade for reimbursement purposes shall be considered as outlined in the Alachua County Employee Policy # 5-21.

5. Application Procedure

a. Each application must be presented to an Immediate Supervisor and signed by their Department Director.

b. Requests for reimbursement of partial tuition payment must be made on the form provided by the County Human Resources Office. These forms can be obtained at the employee's respective department.

c. The request shall be completed and forwarded to the employee's supervisor. The supervisor shall indicate his/her approval or disapproval and forward the form to the Department Director.

d. The Department Director shall indicate approval or disapproval of the employee's request based on the employee's planned educational program. The Department Director will then forward the form to the County Human Resources Director for processing.

e. The original shall be returned to the employee and a copy shall be retained by the Human Resources Department.

6. Method of Payment

It shall be the responsibility of the employee to obtain a certificate or proof of grade from the

institution indicating the course grades. These grades shall be presented, with the original application form, to the Department Director. The Department Director will indicate approval or disapproval and then forward all material to the Human Resources Office. If conditions for reimbursement have been met, the Human Resources Office shall authorize a reimbursement payment to the employee.

7. Required Courses

If an employee is required by the County as part of his/her job, to take either a correspondence course or attend classes, the employee's department shall pay 100% of the cost of the course including the cost of books, fees, and special charges except as provided herein. Payment of such classes shall be made in advance of the employee enrolling in the program. All required courses shall first be approved by the Department Head of the employee's respective department.

8. Classes on County Time

a. An employee will be permitted to take classes during his/her normal scheduled working hours only when:

    1. Classes are offered at no other time and arrangements can be made to the satisfaction of the Department Director to allow the employee to be off without lowering efficiency or increasing costs, or;
    2. The courses are required by the County and are offered at no other time.

b. An employee, when taking non-required courses, and if allowed to attend classes during working hours, must utilize one of the following alternatives:

    1. Leave without pay;
    2. Annual vacation leave;
    3. Make up time if work environment permits this flexibility.

All such arrangements must be approved in advance in writing by the appropriate Department Head.

c. Eligible employees will be permitted to attend unique training and educational courses offered and required by the County on County time. All costs incurred will be borne by the County.

d. Employees may be required to attend courses offered by the County.

9. General Provisions

a. If an employee resigns or is terminated for any reason prior to receiving a reimbursement, there shall be no obligation on the part of the County to pay any part of this expense.

b. An employee who has completed an approved course, and is on leave of absence at the time he/she is eligible to receive reimbursement, will be eligible for payment upon his/her return to active duty.

c. If an employee has enrolled in classes under section 4 above and received approval for reimbursement, the County shall make a reasonable effort to allow the employee the opportunity to complete the courses signed up for. In the event the County changes an employee's work schedule which would interfere with the approved course (providing the employee's course cannot be rescheduled) the County shall reimburse the employee for his/her tuition costs, cost of books, and any other directly related educational fees (including supplies and materials). Said reimbursement shall be made upon the authorization of the Department Head.

ARTICLE 18

Waiver of Bargaining

The Union acknowledges that it had an opportunity during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union has achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union waives any right to further bargaining concerning any matter over which it might have the right to bargain with the County, except with regard to any changes which the County should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment not embodied in this Agreement. In the event any such changes are made by the County, it is agreed that they may be made unilaterally and at the time desired by the County, however, the Union shall have the right, upon request, to bargain over the impact which such changes have wrought upon this Agreement, if any, and to secure a written amendment to this Agreement if such bargaining produces an agreement.

ARTICLE 19

Term

This Agreement shall remain in effect until midnight, September 30, 20~~10~~13 and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight. The Union and/or the County may reopen two (2) articles of their choice in 20~~08~~11 and 20~~09~~12, upon written notice to the other party of their intention to modify the Agreement. WHEREUPON the parties have set their hands and seals as of this _____ day of _____, 20~~07~~11.

ALACHUA COUNTY, FLORIDA

BY: _____
Randall H. Reid
County Manager

BY: _____
Kim Baldry
Human Resources Manager

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL #3852

BY: _____
~~Ed Kennedy~~ Joe Cox
Local #3852/IAFF Management

Approved for Funding FY 20~~07~~ 10- 20~~08~~11

By: _____
~~Paula DeLaney,~~ Lee Pinkinson, Chair
Alachua County Commission

ATTEST:

By: _____
J. K. "Buddy" Irby
Clerk of Court

Addendum A

DRUG FREE WORKPLACE AND DRUG TESTING POLICY

The County and the Union agree that drug abuse is a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public's confidence in Alachua County and the services we provide.

Both parties to this agreement acknowledge the importance of establishing and maintaining a drug free workplace; and complying with all federal, state, and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State Comprehensive Economic Development Act of 1990.

As used herein, "drug abuse" includes the use of illicit substances or misuse of controlled substances, alcohol, or other psychoactive drugs.

Section 1. Policy Statement. The manufacture, use, possession or distribution of illicit or controlled substances on the job is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and being under the influence of legal drugs to the extent that normal faculties are impaired, is strictly prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action, including dismissal. Any confiscated drugs will be turned over to local law enforcement officials. If an employee is under medical treatment with a drug that could alter his/her ability to do the job, (s)he is required to report this drug use immediately to his/her supervisor.

Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected. But, if the employee does not seek help and a work performance or work conduct problem comes to the attention of the County, then disciplinary action will result. Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her eligibility for all worker's compensation medical and indemnity benefits and will be disciplined, up to and including termination.

Section 2. Notice. The drug testing provisions of this policy become effective ninety (90) days following ratification of this Article. All other provisions are effective with the ratification of this Article.

The County will provide a one-time written notice to all employees as required by Section 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards and a general statement that the County will test all job applicants will be included on vacancy announcements.

Section 3. Confidentiality. The provisions of Section 440.102(8), Florida Statutes, shall govern the release of any information, interviews, reports, statements, memoranda and drug testing results received by the County through this drug testing program.

Section 4. Types of Testing. The County will conduct the following types of drug testing:

(a) Pre-employment - Any final candidate for a position within Alachua County shall be required to take a drug urinalysis and/or blood test prior to initial employment. Any applicant whose test

results indicate present alcohol or drug abuse will not be hired.

(b) Position Change - Any current employee who is the final candidate for a posted position, whether internal or external, shall be required to take a drug urinalysis and alcohol test prior to the final offer for the new position being extended. Any employee applicant whose confirmed test results indicate present alcohol or drug abuse will not be hired into the new position, and is subject to all other provisions of this policy.

(c) Scheduled physical examination - Any employee who undergoes a full physical examination in accordance with Article XIV shall also be tested for drug and/or alcohol use as part of that examination.

(d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Approval for such testing shall be authorized only by the Personnel Director. Among other things, such facts and inferences may be based upon;

(1) Observable documented phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

(2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

(3) A report of drug or alcohol use, provided by a reliable and credible source.

(4) Evidence that an individual has tampered with a drug or alcohol test during his/her employment with the current employer.

(5) Information that an employee has caused, contributed to, or been involved in an accident while at work.

(6) Evidence that an employee has used, possessed, sold solicited, or transferred drugs while working or while on County premises or while operating County vehicles, machinery or equipment.

If testing is conducted based on reasonable suspicion, the County will immediately document the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be kept confidential by the County pursuant to this policy and shall be retained for at least one (1) year.

(e) Follow-up - If an employee, in the course of employment, has a confirmed positive drug or alcohol test and subsequently accesses the Employer Assistance Program for drug related problems or enters an alcohol and drug rehabilitation program, the County will require the employee to submit to a drug and/or alcohol test upon completion of such program as a follow-up to such program, and on a quarterly, semiannual or annual basis, at the County's option, for two (2) years thereafter. If an employee tests positive within eighteen (18) months of completing the two (2) year random follow-up testing for a prior positive drug test, the employee will be considered to have failed a second test, and will be subject to disciplinary action in accordance with this policy. The

County will transport the employee to the testing facility. Follow up testing will be conducted in conjunction with either the beginning or end of the employee's shift.

(f)Transportation Employees - All employees who are required to hold a commercial driver's license (CDL) and operate a commercial motor vehicle as a condition of employment will be tested for drugs and alcohol in accordance with the Omnibus Transportation Employee Testing Act of 1991 and federal rules as follows:

(1) Pre-employment - Final candidates for or employees who transfer, promote or demote to a covered position will be tested for both alcohol and drugs prior to the effective date of the transfer, promotion or demotion.

(2) Post-accident - A covered driver will be tested following an accident when any person involved in the accident has been fatally injured or the driver receives a citation for a moving traffic violation arising from operating the commercial motor vehicle. Additionally, any driver involved in an accident will be subject to testing under Reasonable Suspicion, section 4.d.

(3) Reasonable Suspicion - Same as for other employees.

(4) Random - Employees will be tested for alcohol and drugs on a random unannounced basis just before, during or just after operating a commercial motor vehicle. Not less than twenty-five percent (25%) of the total number of employees in covered positions will be tested for alcohol in the first year and fifty percent (50%) for drugs the first year. The number to be tested in subsequent years will conform with federal rules. Each driver shall be chosen using a scientifically valid random method and shall have an equal chance each time selections are made.

(5) A confirmed blood alcohol level of .02%, but less than .04% will require that the employee be removed from performing all duties requiring a CDL for a minimum of eight (8) hours, or until a re-test shows the employee's blood alcohol content has dropped below .02%. If an employee has a confirmed blood alcohol level of .04% or greater, the employee may not return to a function requiring a CDL until, at a minimum:

(1) the employee undergoes an evaluation, and where necessary, treatment; and

(2) a Substance Abuse Professional (SAP) determines that the employee has successfully complied with any recommended treatment; and

(3) the employee's blood alcohol content is less that .02% on a return-to-duty test.

(6) Follow-up - Same as for other employees except that at least six (6) tests will be conducted in the first twelve (12) months after an employee returns to duty.

All testing under section (f) shall comply with the provisions of the Omnibus Act and federally adopted rules.

Section 5. Drug Testing Procedures. All specimen collection and testing for drugs shall be conducted in accordance with Section 440.102(5), (6), and (7), Florida Statues.

(a) The County may test for any or all of the following:

Alcohol
Amphetamines
Cannabinoids
Cocaine
Phencyclidine
Methaqualone
Opiates
Barbiturates
Benzodiazepines
Methadone
Propoxyphene

(b) Initial Test - The initial screen for all drugs shall use an immunoassay except that the initial test for alcohol shall be enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)		.05g% (by blood)
Amphetamines	1000	ng/ml
Cannaabinoids	50	ng/ml
Cocaine	300	ng/ml
Phencyclidine	25	ng/ml
Methaqualone	300	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Methadone	300	ng/ml
Propoxyphene	300	ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State Statute. All new levels will become effective on the date specified within the related legislation.

(c) Confirmation Test - All specimens identified as positive on the initial tests shall be confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or an equivalent or more accurate scientifically alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. The following confirmation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)		.05g% (by blood)
Amphetamines	500	ng/ml
Cannaabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine	25	ng/ml
Methaqualone	150	ng/ml
Opiates	300	ng/ml
Barbiturates	150	ng/ml
Benzodiazepines	150	ng/ml
Methadone	150	ng/ml
Propoxyphene	150	ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State

Statute. All new levels will become effective the date specified within the related legislation.

(d) The laboratory shall report test results to a medical review officer chosen by the County to act on its behalf. These results shall be reported within seven (7) working days after receipt of the specimen by the laboratory. The laboratory shall transmit results to the medical review officer (MRO) in a manner designated to ensure confidentiality of the information. Unless otherwise requested by the County or the employee that records be retained for a longer period of time, all records pertaining to a given specimen shall be retained by the laboratory for a minimum of two (2) years.

(e) Within five (5) working days after receipt of a positive confirmed test result from the MRO, the County shall inform the employee in writing of such positive test results, the consequences of such result, and the options available to the employee. Notification shall be mailed certified or hand delivered. Absent extenuating circumstances, mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after delivery, whichever occurs first. A copy of the test results will be provided to the employee with this notification.

Section 6. Employee Challenges and Option to Retest. Within five (5) working days after receiving notice of a positive confirmed test result from the County, the employee may submit information to the Personnel Office explaining or contesting the test results and why the results do not constitute a violation of this program. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's explanation or challenge and will state why the employee's explanation is unsatisfactory. All such documentation will be kept confidential and will be retained for at least one (1) year.

An employee may make a legal challenge pursuant to Statute or grieve employment decisions made pursuant to this program in accordance with Article XI. When an employee initiates the grievance process, it shall be the employee's responsibility to notify the Personnel Director and the laboratory in writing that such a grievance has been filed, reference the chain of custody specimen identification number, and request that the sample be retained by the laboratory until final disposition of the grievance.

During the one hundred and eighty (180) day period following the employee's receipt of a positive test result, the employee may request that a portion of the original specimen be retested, at the employee's expense. The retesting must be done at another State licensed or NIDA approved laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

Section 7. Rehabilitation. Any employee who feels that (s)he has developed an addiction to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Employees may seek such assistance through the County sponsored Employee Assistance Program (EAP) or other community resources.

Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcohol misuse or drug abuse will be entitled to benefits only to the extent specified under the County's group health insurance program EAP. Employees required to be absent from the workplace while in treatment may request a medical leave of absence in accordance with Section VIII. An employee shall be permitted to utilize all available accumulated paid leave before being placed in a leave without pay status. Upon successful completion of the EAP or other treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The County will not discharge, discipline or discriminate against an employee solely on the basis of any prior medical history revealed to the County pursuant to this policy.

The County will not dismiss, discipline or discriminate against an employee solely upon the basis of an employee voluntarily seeking treatment for an alcohol or drug problem. However, appropriate disciplinary action will be taken if the employee has previously tested positive for a drug and/or alcohol use, and has sought treatment through the EAP or entered a drug and/or alcohol rehabilitation program for drug related problems while in the County's employ.

Section 8. Violations and Continued Employment. Employees who violate this Drug Free Workplace Policy with a first time positive confirmed drug and/or alcohol test will be referred to the County EAP or other community alcohol and drug rehabilitation programs as appropriate. However, use of the EAP or other rehabilitation resources will not prevent the County from taking appropriate disciplinary action for violations of other County policies. Employees referred to the EAP or other rehabilitation program as a result of a first violation will be allowed to continue employment with the County provided that:

(1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of treatment and counseling prescribed; and

(2) They immediately cease any an all abuse of alcohol or drugs; and

(3) They consent in writing to periodic unannounced testing in accordance with Section 4(e) of this Article for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later. If the employee separates employment prior to completing the mandatory two (2) year random follow up testing, he/she will be required to complete that testing if re-hired by the County.

(4) They pass all drug tests administered under this program.

(5) They execute and abide by an agreement describing the above stated conditions.

Failure to meet any of the above conditions, or a second confirmed positive drug test will result in dismissal from employment.

Randall H. Reid County Manager	Ed Kennedy President, Local #3852, IAFF/Management
Date	Date

Kim Baldry
Human Resources Director

Date

ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET AND CONSENT TO TEST AND RELEASE RECORDS

I hereby acknowledge that I have received a copy of Alachua County Board of County Commissioner's Drug Free Workplace and Drug Testing Program packet and/or a copy of the union article.

I further state that I have read or will read, or have had or will have read to me, all sections of this Drug Free Workplace and Drug Testing Program prior to any testing being performed. As a final applicant, I understand that violation of any provision of this policy may lead to withdrawal of offer of employment. As a County employee in a state-regulated classification, I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, even for a first offense. I also understand that violation of any provision of this policy may result in the forfeiture of workers' compensation benefits.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

I hereby authorize the records custodian for the drug testing facility to release only to the Alachua County Personnel Office and/or Risk Management Office all information and records relating to drug tests performed on any specimens provided by me as a post-offer candidate, Commercial Driver's License (CDL) holder or current employee of Alachua County, including any and all records, charts, reports, notes, test results, documents and correspondence. I understand that Alachua County, the laboratory conducting the drug and/or alcohol test, the Medical Review Officer (MRO) and other medical providers may be aware of my test results and will keep them confidential.

I understand that my test results as a post-offer candidate, CDL holder or current employee of Alachua County will be provided to the Alachua County Risk Management Office and other supervisory staff.

_____ _____

Employee or Final Candidate Signature Employee Name Printed

_____ _____

Date of Birth Date/Time Signed

_____ _____

Department Position

_____

Witness

For Final Candidates Only:

I understand that my post-offer drug and/or alcohol test is scheduled with _____, located at _____, Gainesville, Florida, on _____ at _____.

COLLECTIVE BARGAINING AGREEMENT

between

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

and

LOCAL #3852

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

October 1, 2007-10- September 30, 2010-3

TABLE OF CONTENTS

1 RECOGNITION	3
2 MANAGEMENT RIGHTS	4
3 NON-DISCRIMINATION	5
4 NO STRIKES	6
5 JURY DUTY - WITNESS DUTY	7
6 CHECK-OFF OF DUES	8
7 SENIORITY	9
8 LEAVES OF ABSENCE	18
9 VACATIONS	25
10 HOLIDAYS	30
11 GRIEVANCE PROCEDURE	32
12 HOURS OF WORK AND OVERTIME	36
13 MISCELLANEOUS	41
14 WAGES/COMPENSATION	44
15 INSURANCE	47
16 UNION MEMBERSHIP	49
17 EDUCATIONAL ASSISTANCE PROGRAM	50
18 WAIVER OF BARGAINING	54
19 TERM	55
ADDENDUM A	56

AGREEMENT

This AGREEMENT is collectively made and entered into as of ~~January 22, 2008~~ **??**, and will become effective on October 1, ~~2007~~ **2010**, by and between ALACHUA COUNTY and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION #3852, the certified bargaining agent in Public Employees Relations Commission Certification Order No.1214, (hereafter referred to as the "Union"). This Agreement is in compliance with Chapter 447.203(14) of the Florida Statutes which requires the execution of a written contract reflecting the agreement reached between the Employer and the Certified Bargaining Representative. There shall be no agreements made contrary to the specific terms of the Agreement, unless they are approved by the authorized representative of the County and the Executive Board of the Union.

ARTICLE 1

Recognition

The County recognizes the Union as the exclusive bargaining agent for all employees in the job classifications contained within the certified bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, economic benefits as required by law, and other terms and conditions of employment. It is furthermore agreed that the President of Local #3852 or his/her designee, shall be the official spokesperson for the Union in any matter between the Union and the County. The Union shall furnish the County, in writing, the name(s) of its designee(s) and the period of time during which said designee is authorized to conduct business on behalf of the Union.

ARTICLE 2

Management Rights

Except as expressly limited by other Articles of this Agreement, the County shall have the exclusive right to manage the facilities, services, and business of the County, and direct the working forces the same as it had prior to the execution of this Agreement.

These rights include, but are not limited to, the right to plan, direct, and control operations; to assign work and schedule the working hours; to determine the extent to which County services will be performed by County employees or by contract providers, provided that the Union shall be notified and allowed an opportunity for discussion and consultation prior to any sub-contracting of County services which would affect members of the bargaining unit; to hire, train, promote, demote, and transfer employees; to suspend, discipline or discharge for just cause and to lay off employees for lack of work or for other legitimate reasons; to make and enforce rules of conduct and regulations; to introduce new methods, materials, or facilities, to establish new job classifications and eliminate job classifications, provided that the Union will be notified and allowed an opportunity for discussion and consultation prior to the establishment of a new classification or elimination of classifications affecting the bargaining unit; and to assign overtime work.

ARTICLE 3

Non-Discrimination

The parties hereby acknowledge their responsibility under Florida Statute, Section 112.042(1) which provides as follows:

> "It is against the public policy of this state for the governing body of any county or municipal agency, board, commission, department, or office, solely because of the race, color, national origin, sex, handicap, or religious creed of any individual, to refuse to hire or employ, to bar, or to discharge from employment such individuals or to otherwise discriminate against such individuals with respect to compensation, hire, tenure, terms, conditions, or privileges of employment, if the individual is the most competent and able to perform the services required."

Any claim or charge of discrimination may be processed through the grievance procedure provided for in this Agreement but shall not be brought to arbitration unless the grievant(s) signs a statement electing to have the matter brought to arbitration exclusively and waiving any right thereafter to file charges with any state or federal board, commission, agency, or court concerning the same matter.

ARTICLE 4

No Strikes

The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the County shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion.

ARTICLE 5

Jury Duty - Witness Duty

Section 5.1. Jury Duty. When an employee is required to serve on jury duty, the employee shall be relieved of responsibility for his or her regular work shift, and the County shall pay the employee the amount that would have been received had the employee worked his/her regular work shift. All employees who are required to serve on jury duty shall report to their supervisor or department head that they have been notified for that purpose within twenty-four (24) hours of receiving such notice when possible but in no event later than the beginning of the next work shift. When an employee is finally released or is excused from jury duty, the employee shall, as soon as possible, notify his or her supervisor of his/her availability for work.

Section 5.2. Witness Duty. Any employee, who upon the request and for the benefit of the County, attends any legal proceedings involving the County, or is subpoenaed to any court proceeding involving the County, shall be paid as if engaged in the employee's normal work. Any employee subpoenaed to any legal or court proceeding on his/her scheduled workday in which the employee is not personally or monetarily interested, shall be paid as if engaged in the employee's normal work. Time spent traveling to and from the proceeding and wait time related to the employee's testimony that occur during the employee's regularly scheduled work hours, shall be considered as time worked. Any fees, received as a juror or witness while being paid as a County employee shall be reimbursed to the County as a condition of approval for any civil leave request.

ARTICLE 6

Check-off of Dues

Section 6.1. Authorization. The County agrees to make a deduction of Union dues, initiation fees, and assessments from the paycheck of any employee covered by this Agreement upon written authorization signed by the employee directing the County to make such deduction and transmit an amount to the Union. The deduction authorization shall continue until one of the following occurs:

(a) the employee gives written notice to the County and the Union revoking the dues deduction authorization;

(b) the employee is terminated;

The dues deduction cancellation shall be effective thirty (30) days following the day it is received by the County and the Union.

Section 6.2. Remission of Dues to Union. The amounts to be deducted as dues shall be certified to the County by the Financial Secretary of the Union. The County agrees to remit such dues deduction to the Financial Secretary on a monthly basis. The Union shall pay the County $125.00 for processing the dues check-off no later than October 30th of the fiscal year. For the payment of the aforesaid fee, the Union shall be provided with a monthly list of all additions or deletions of employees in the bargaining unit, the names of employees on whose behalf dues have been deducted and remission of the net amount of dues deducted.

Section 6.3. Indemnification. The Union shall indemnify, defend, or hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or on account of any payroll deduction of Union dues. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

ARTICLE 7

Seniority

Section 7.1. Definition.

(a) Seniority - is an employee's length of continuous service with the County, dating from his or her last date of hire, as a permanent employee, and upon completion of the probationary period. Employees with the same date of hire shall have seniority standing among themselves based upon the chronological order in which they applied for employment. Applications will be time and date stamped when submitted. This type of seniority will be used for accruals, overtime and bidded vacation only.

(b) Time In Classification Seniority – is an employee's length of time, by their most recent date of promotion into the affected classification. A change in qualification (EMT to Paramedic) does not change seniority within the classification. This type of seniority will be used for layoff and recall only.

Section 7.2. Probationary Employees. A new employee shall be considered a probationary employee for twelve (12) months after which seniority shall date back to the date of hire as a permanent employee. During such probationary period, a probationary employee shall not have seniority and may be laid off, discharged, or otherwise terminated by the County and such action shall not be subject to the grievance procedure of this agreement. Employees who receive a promotion, or who transfer to a different classification, shall be on probation in that classification for a period of six (6) months after which, if they are not retained, they shall be returned to their former classification if it exists and there is a vacancy available. **If an employee is absent on excused leave for more than 30 consecutive days during this promotional probationary period, the promotional probationary period may be extended for up to an additional three months.** ~~The position from which the employee has been promoted or transferred will not be permanently~~

~~filled for six (6) months unless operational needs require that it be filled~~. If the promoted or transferred employee is not retained in his/her new position and the former job has been permanently filled, he/she may exercise the replacement procedure outlined in Article 7, Section 6 of this Agreement.

Section 7.3. Promotion/Hiring. In the event a job opening is to be filled by the promotion of an employee in the bargaining unit, the following factors shall be considered in selecting employees for promotion and to fill vacancies and new jobs:

(a) ability and qualifications to perform the work, determined by oral interviews, written ~~or work~~ tests and practical skills assessments where possible (in which event the test and assessments will be monitored by someone from the Human Resources Office and the Union if so requested); and

(b) performance reviews and disciplinary history over the previous three years; and

(c) seniority.

Where, as among the employees concerned, factors (a) and (b) are ~~relatively~~ equal, factor (c) shall govern.

In the event the job opening is to be filled by consideration of applicants not employed by the County, applicants from the bargaining unit shall be compared with non-employee applicants and if factor (a) considerations are ~~relatively~~ equal, factor (c) shall govern selection to fill the job.

Section 7.4. Job Posting. ~~Notice of a vacancy in an existing position which may be filled by an employee~~ **If a position** covered by this Agreement becomes vacant **the vacancy may be posted for a minimum of ten working days** ~~shall be posted for a period of ten (10) working days~~ on the County's website. The County may elect not to post each individual position vacancy ~~for EMT/Paramedic/Firefighter classifications~~ in order to fill a position from a list of applicants that has been prepared from previous postings and recruitments, or from the Special Recruit program.

Section 7.5 Eligibility ~~Promotional/Hiring~~ Lists. An Eligibility ~~Promotional~~ Hiring list will be used to fill ~~non-entry level~~ **vacant entry level** positions. **An Eligibility Promotional List will be used to fill vacant Driver/Operator, Driver/Operator/Paramedic, Lieutenant and Lieutenant/Paramedic positions. These vacant positions will be posted internally for current Public Safety employees who have completed their initial probationary period, only. Rescue Lieutenant vacancies will be posted internally initially and if there are insufficient successful applicants the Chief may elect to re-post the position externally. The Health/Safety Officer, Plans Reviewer/Inspector, Wildfire Mitigation Specialist, Wildfire Mitigation Technician and all other 40 hour non-shift classifications listed on the IAFF Operations (General Unit) Pay Plan shall be hired in accordance with the Alachua County Employee Policies, Section #3, Recruitment and Selection.**

Under the following guidelines ~~an assessment~~ a promotional process ~~shall~~ may be utilized. ~~if funding is available. The process will be facilitated by a professional entity contracted by the department.~~

The promotional and hiring lists will be effective for two years. Upon the exhaustion or expiration of the list the promotional process shall be conducted in order to generate a new list. The promotional list will be utilized for promotions and first rights to out-of-class assignments. Additional out-of-class candidates shall be selected from a list developed in accordance with Article 12.7.

~~(a) The process will be conducted on a two (2) year cycle for each classification, unless the Eligibility List expires.~~

~~(b) The department will conduct testing and develop a new department Eligibility List prior to the expiration date of the current list, however if the list is exhausted, testing will be conducted and a new Eligibility list created within sixty (60) days.~~

A~~ll~~ listing of testing reference materials will be made available to all applicants as a part of the initial job vacancy announcement.

The Eligibility List will be utilized for promotions and **first rights to** out-of class assignments. Personnel on the eligibility list shall be required to perform in an out of class assignment for the duration of that list. An employee who receives a disciplinary action for the second occurrence of a Group I offense or a disciplinary action for the first occurrence of a Group II or a Group III offense while on an Eligibility List shall be removed from that list. The employee ~~shall~~ may be eligible to test for placement on any subsequent Eligibility Lists.

The County may elect not to post a vacancy if there is a qualified departmental employee **who requests a voluntary transfer, or** who is being reduced or disqualified from a higher rated position. The Union shall be notified in advance of a position being filled in this manner. Any employee of the Department who has completed his/her probationary period and who is interested in filling the vacancy **through a voluntary transfer** shall apply in writing to the Human Resources Manager or designee.

All employees are encouraged to seek promotions to non-bargaining unit positions; however, it is understood that this Agreement does not require that bargaining unit employees be chosen to fill non-bargaining unit positions. The County agrees to formally notify employees who are not selected for promotional opportunities. Such notification shall identify an employee's opportunity for further discussion with the hiring supervisor(s) regarding the selection process. The request for the review process shall be made within five (5) days of the notification and the process completed within fourteen (14) days after the notification.

Section 7.6 Layoff and Recall. For the purposes of layoff and recall, time in classification seniority will be used to determine the order of reduction. In the event of a layoff, the County shall notify in writing the bargaining unit President, with as much notice

as possible, prior to sending formal notification to the employees affected by the layoff. This section applies to all employees in this bargaining unit and the IAFF Management Bargaining Unit, #3852. In the event of a reduction in the workplace of employees in the IAFF Management Bargaining Unit, those employees in the IAFF Management Bargaining Unit will be permitted to replace employees in this bargaining unit if all of the applicable conditions listed below are met.

(a) Layoff:

1. All Classifications above Entry Level Firefighter Positions (Including classifications within the Managerial Bargaining Unit): In the event of a reduction in the workforce, newly hired employees in their initial probationary period in the classification affected shall be laid off first. If further reductions are necessary, employees who are on promotional probation in the effected classification shall have the right to replace the least senior employee in the classification previously held by the affected employee. If still further reductions are necessary the least senior employee in the affected classification shall have the right to replace the least senior employee in the classification previously held by the affected employee. If the affected employee was not employed by the County in a position other than the one currently being reduced, the employee shall have the right to replace the least senior employee in the Firefighter classification, provided the affected employee is senior to that employee and is fully qualified for the lower position. All seniority accumulated at the higher classification shall be counted as time in classification seniority in the lower classification. An employee who is reduced to a lower classification shall be compensated ~~at their current wage, unless the employee's current wage exceeds the maximum wage for the lower classification. If so, the employee shall receive the maximum wage of the lower classification.~~ **as follows: Employees who held a position in the Alachua County Public Safety Department prior to the position**

they occupy that is being reduced, shall be returned to their previously held position and will have their salary reduced to what it was in the lower classification, prior to the employee being promoted/reclassified to the affected position, plus any cost of living, merit, or other salary increases that the employee received in the higher position. Employees who had not held a position in the Alachua County Public Safety Department who are reduced to an entry level EMT/Firefighter position shall have their salary set at the percentage above the base of the EMT/Firefighter that their salary was above the base of the classification from which they are being reduced.

2. Entry Level Firefighter Positions: When employees in non-entry level positions exercise their right to replace employees in lower level positions, employees in the entry level firefighter positions will face layoff. At the entry level firefighter level, an employee's disciplinary action record will determine the order of layoff. An entry level firefighter with an official record of discipline for Group I level offenses within the past three (3) years, or Group II level offenses within the past five (5) years, or any Group III level offense, will be laid off first, regardless of seniority. In the event entry level firefighters have disciplinary records, the order of layoff will be determine by the severity and number of disciplinary actions, and employees with more serious disciplinary actions being laid off first. In the event entry level firefighters have similar disciplinary records, the least senior employee with the similar disciplinary record shall be laid off. If none of the entry level firefighters have disciplinary records as described above, the least senior firefighter shall be laid off.

(b) Recall:

1. Reduced Employees: If within thirty-six (36) months of employees being reduced

to a lower level classification to avoid layoff, a position in the classification from which the employees were reduced becomes available the employees who were reduced shall be recalled to that position in reverse order in which they were reduced.

All employees who have been reduced will be placed on the current promotional/hiring list for the position from which they had been reduced. These employees will be eligible for out of class assignments in the higher classification and will be subject to the requirements for remaining on that list. It is understood that employees who have been reduced and have not been recalled within the thirty-six (36) recall period will be required to re-apply and go through the promotional/hiring process in order to return to the position from which they were reduced.

Employees who are recalled to the position from which they were reduced shall have their salary returned to the level that it was prior to the employee being reduced to the lower position, plus any salary increases that occurred during the period they were in the lower level position as the result of the reduction to avoid layoff

2. Laid Off Employees: If within twelve (12) months of the employees being laid off, a position in the classification from which the employees were laid off becomes available, the employees who were laid off shall be recalled to that position in reverse order in which they were laid off. Laid off employees shall be recalled after all reduced employees are recalled.

Employees who are recalled to the position from which they were laid off shall have their salary returned to the level that it was prior to the employee being laid off, or to the base of the range of the classification to which (s)he has been recalled, whichever is greater.

Employees who at the time are on a Promotion/Eligibility List for the recalled

classification shall not receive a promotion until all reduced and/or laid off employees are reinstated in the classification. It is understood that an employee who has been laid off must re-apply, or go through the promotional/hiring process if he/she has not been recalled within the twelve (12) month period.

In the event any temporary or stand-by positions become available during a layoff, the County will first offer those positions to employees who were laid off in accordance with Article 7, Section 6 of this Agreement. Acceptance of a temporary or stand-by position will not affect an employee's recall rights under Article 7, Section 6.

Section 7.7. Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:

(a) resigns;

(b) is discharged and not reinstated;

(c) is absent from work for three (3) consecutive work days without notification to the County; unless notification would have been impossible;

(d) is laid off and fails to return to work ~~within seven (7) calendar days~~ **10 calendar days after the notice of recall has been sent by certified mail**, ~~after having been recalled in writing by certified mail with return receipt requested~~, addressed to the last known address of record unless there is a reason, acceptable to the County, for such failure;

(e) is laid off ~~or is absent from work in the case of sickness or illness or injury incurred on the job~~ for twenty-four (24) consecutive months or one-half (1/2) of the employee's seniority at the time of layoff~~, illness or injury~~, whichever is lesser;

(f) **is absent from work in an unpaid status in the case of sickness or illness or injury for twelve consecutive months or one-half (1/2) of the employee's seniority at the time of illness or injury, whichever is lesser;**

(~~f~~ **g**)fails to report for work at the termination of a leave of absence or extension thereof;

or

~~(g~~**h**)accepts gainful employment without permission while on leave of absence.

Section 7.8. Seniority During Approved Leave of Absence. An employee's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay, except for leave under Article 8, Section 7.

ARTICLE 8

Leaves of Absence

Section 8.1. Sick Leave. All permanent forty (40) hour employees shall earn four (4) hours of sick leave with each pay period and fifty-six (56) hour employees shall earn five point six (5.6) hours provided that the employee has been paid for at least three-fourths (3/4) of the work shifts in the pay period. Time spent in collective bargaining negotiations shall be considered as time worked for the purpose of sick leave accrual and employees on leave under Section 7 of this Article shall not lose sick leave accrual for up to two (2) calendar weeks per year of such Section 7 leave. Sick leave shall be earned as of the last day of the pay period. Permanent part-time employees who work at least twenty (20) hours per week shall earn sick leave in a pro-rated amount computed on a base rate of four (4) hours per bi-weekly pay period, and employees who work a normal workweek averaging fifty-six (56) hours shall accrue sick leave at the rate of five point six (5.6) hours per bi-weekly pay period, provided the employee has been paid for at least three-fourths (3/4) of the work shifts in that pay period. At the end of each fiscal year, an employee shall have the option of converting up to ten (l0) days of sick leave to vacation leave on a two (2) for one (l) basis. The conversion of sick leave will be approved only if the employee has a remaining balance of sick leave of at least one-hundred twenty (120) hours, for fifty-six (56) hour per week employees and sixty (60) hours for forty (40) hour per week employees, after the conversion. All requests to convert sick leave must be received by Finance & Accounting prior to October 31st. Upon separation from employment after ten (10) years service, an employee will be entitled to be paid for fifty percent (50%) of his or her accrued sick leave at the current rate of pay. **Employees hired on or after April 1, 2011, upon separation from employment after (10) years of service will be entitled to up to a maximum payout of 500 hours (1,000 hour accrual) for employees regularly scheduled to work either forty (40) or forty-eight (48) hour work weeks, and up to a maximum payout of 700 hours**

(1,400 hour accrual) for employees regularly scheduled to work an average fifty-six (56) hour work week. Employees will be permitted to accrue sick leave beyond the sick leave accrual cap, but will be limited to the aforementioned cap for payout purposes.

Section 8.2. Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual and shall only be taken upon prior approval of the County. Sick leave may only be utilized for employee sickness, sickness in the employee's immediate family residing with him or her (except in the case of children, step-children, parents, step-parents, and current parents-in-law, in which case there will be no residency requirement), necessary doctor's appointments, injury, disability, pregnancy, or for quarantine by health authorities or a physician. Employees may be required to supply proof of sickness, injury or disability, in accordance with (b) below or upon other evidence of abuse. If an employee is sent to a physician of the County's choosing for such purpose, the County will pay the expenses thereof. Utilization of sick leave will be implemented according to the following definitions:

(a) Sick leave instance: Any absence due to sickness, illness, or injury for any number of consecutive work days or parts thereof.

(b) Abuse of sick leave:

1. Use of more than two (2) instances of sick leave in a ninety (90) day period, ~~without medical certification~~.

2. A pattern or use of sick leave in combination with days off, holidays off, or other time off.

3. Any combination of 1 and 2 above.

(c) Critical attendance employee:

1. Any employee who abuses sick leave will be notified in writing that he/she will be placed on a critical attendance list for three (3) months during which time medical certification will be required for approval of sick leave. After the three (3) month period attendance will be re-evaluated.

2. If at the time of reevaluation, sick leave use has reached acceptable standards the employee shall be removed from the critical attendance list and provided written notice.

Section 8.3. Leave for Workers' Compensation Injury. If an employee sustains a job-related injury s(he) shall be entitled to Workers' Compensation payments in accordance with the laws of the State of Florida. In addition, an employee may utilize available sick or vacation leave to supplement Workers' Compensation payments. In no instance shall this combination exceed one-hundred percent (100%) of the employee's regular base rate.

Section 8.4. Short-Term Military Leave. Short-term military leave shall be granted for purposes of attending military training in accordance with Chapter 115, Florida Statutes. An employee in the United States Reserve Forces or National Guard shall be granted military leave for training purposes with full pay and without loss of benefits. Such military leave shall not exceed seventeen (17) working days (maximum 12-hour day) in a calendar year. A request for short-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, with or followed by proper documentation as soon as possible.

Section 8.5 Long-Term Military Leave. Long-Term military leave shall be granted in accordance with Chapter 115, Florida Statues and Chapter 250, Florida Statutes. An employee in the United States Reserve Forces or National Guard ordered to active military duty for purposes other than training shall be granted long-term military leave without loss of benefits or seniority, under the following conditions: An employee ordered to active military duty during a declared war or time of war shall receive full pay for the first thirty (30) days of the long-term military leave; and supplemental pay beginning on the 31st day of the long-term military leave, not to exceed one-hundred eighty (180) calendar days of absence. Supplemental pay is an amount necessary to bring the employee's total salary, including the base military pay and the supplemental pay, to the level earned from County employment at the time the absence for long-term military leave began. The department

director is responsible for submitting an Employee Action Form when the employee is entitled to supplemental pay under this policy. An employee in the Florida National Guard ordered to state active duty under provisions of Chapter 250, Florida Statutes, shall receive full pay for up to thirty (30) days at any one time. Following such an absence for state active duty, the employee must perform the employee's County work for at least one full shift before being eligible for another period of long-term military leave for state active duty. Long-term military leave for other purposes shall be without pay, unless an exception is granted by the Administrating Official for unusually compelling circumstances. An employee who is granted long-term military leave shall retain seniority rights. A request for long-term military leave shall be submitted to the appropriate supervisor on a Leave Request Form, accompanied by proper documentation, including military orders, as soon as possible.

Section 8.6. Personal Leave for Pregnancy Related Conditions. Permanent employees shall receive personal leave without pay, except as provided for in Section 2 of this Article, for the period of any absence from work caused by pregnancy or a pregnancy-related condition. Such leave will be contingent upon certification of the inability to return to work by the employee's attending physician. If the employee desires to work beyond the twenty (20) weeks of the pregnancy, her physician must provide a written statement of approval or a Physician's Evaluation of Pregnant Employee Form to continue working after each visit by the employee.

Section 8.7. Personal Leave. Upon written request from an employee submitted reasonably in advance, the County will grant a leave of absence without pay where good cause is shown for one or more days, but not to exceed thirty (30) days. This leave may be extended or renewed for one additional period not to exceed thirty (30) days, for reasons which, in the opinion of the County, are satisfactory. In the operation of this section, the question of whether an employee has accrued annual leave time shall not be considered. These leaves are intended to be granted for maternity (after exhaustion of sick leave), health

(after exhaustion of sick leave), education, military service, or extenuating personal reasons. Leave requests under this section shall not be arbitrarily or capriciously denied.

Section 8. 8. Union Leave of Absence without Pay. Members elected to Union positions or appointed by the Union to perform work which takes them from employment with the County shall, upon written request, receive leave of absence without pay for the term of office or up to a period not to exceed one (1) year, whichever is greater, and said leave shall be renewable for an additional year period. Employees desiring leave under this Section shall notify the County two (2) weeks in advance of the date on which such leave is to become effective and shall specify the facts giving rise to the request. If it is impossible to give two (2) weeks notice, the County will waive the two (2) week requirement. No more than two (2) employees in any department shall be off on leave under this Section at any one time unless mutually agreed upon by the parties. Union leave of absence shall be limited to: conventions, grievance hearings, contract negotiation, officers to attend regular monthly business meetings, and other Union business mutually agreed upon by the County and the Union. Seniority shall accumulate during such leave. Such leave of absence shall not be arbitrarily or capriciously denied. Nothing herein shall preclude the use of accrued vacation time for union officials to conduct union business that ordinarily would be uncompensated time.

Section 8.9. Union time Pool Leave. The County agrees to make a deduction of one (1) hour vacation leave from all current Union members. The deduction shall be reflected on the second pay check stub during the months of March, June, September, and December and the leave will be placed into the Union Time Pool for use by the Union. All unused hours shall be carried over to the following calendar year. Union time pool leave shall be limited to conventions, grievance hearings, contract negotiation, officers to attend regular monthly business meeting, and other Union business mutually agreed upon by the County and the Union. This time may be used by any Union member with approval from the Union

President or Vice President. Requests shall be made to the Department no later than as required by Telestaff and no more than two (2) Union members shall be off at any given time. These members shall not be counted in the total numbers of employees permitted to take leave under Article 9, Section 3. If the total number of employees off is less than ten percent (10%), Union Leave may be granted for more than two (2) employees. Any employee utilizing Union Leave above the two (2) granted shall count toward the total number of employees off provided that approvals of such leave shall be at the discretion of the Chief or his/her designee.

Section 8.10. Grievance Hearings. Employees who have filed a grievance will be authorized to attend hearings at all four (4) steps with pay if the hearing is scheduled during the employee's normal working hours. The appropriate Union President or Shop Steward may attend with pay if the hearing is during their normal working hours and either the President or Shop Steward is representing the grievant. The Union must submit a list of employees to attend the hearing as direct witnesses. This list must be submitted simultaneously with the notice of appeal to the County Manager's Office to allow for proper departmental notification of the employee's absence. The County Manager or his designee will review the list and authorize absence from work for the employees that the Manager determines should attend. Employees who wish to attend as observers may request leave in accordance with established procedures.

Section 8.11. Bereavement Leave. An employee who has a death in his/her immediate family will be granted a bereavement leave of up to five (5) consecutive days and not to exceed forty-eight (48) work hours. Bereavement leave will not be charged to accrued vacation or sick leave. Immediate family is described as father, mother, step-parents, spouse, children, step-children, current father-in-law, current mother-in-law, brother, sister, current brother-in-law and sister-in-law, current son-in-law and daughter-in-law, grandparents, step-grandparents, current grandparents-in-law, grandchildren, legal guardian,

and certified domestic partner. Documentation may be required as a condition for approval of bereavement leave. The Administrating Official may approve a longer period of bereavement leave.

Section 8.12. Attendance Award. Full-time, permanent employees hired prior to June 1 of the calendar year, whose sick leave and/or leave without pay hours for that calendar year do not exceed sixteen (16) hours for those employees working an eight (8) hour shift, or forty-eight (48) hours for employees working a fifty-six (56) hour shift, shall be credited with a one-half (½) shift of Attendance Award for outstanding attendance. In the event an employee does not utilize any sick leave or leave without pay, (s)he shall be credited with Attendance Award equal to one (1) of the employee's regular shifts. Attendance Award shall be taken at a time mutually convenient to the employee and the department, shall require prior supervisory approval, and shall be used in the subsequent calendar year. **An employee who does not use any sick leave or leave without pay for the 365 days of the preceding calendar year shall be granted one (1) opportunity to skip a mandated assignment, to be utilized at the employee's time of choosing. This opportunity will cover any and all potential mandates in a twenty four (24) hour period. This benefit is not transferable and cannot be "rolled over" to any subsequent year. The employee will be credited as having been mandated on the mandatory roster.**

ARTICLE 9

Vacations

Section 9.1. Vacations/Eligibility and Accruals. Employees who are on the payroll and filling permanent full-time positions shall receive paid vacation based upon their length of continuous service as follows:

BI-WEEKLY PAY PERIODS

Length of Service	40-Hour Work Week Bi-Weekly Accrual	56-Hour Work Week Bi-Weekly Accrual
Less than 1 year	3.24	4.53
1 year but less than 5	3.85	5.38
5 years but less than 10	4.62	6.46
10 years but less than 15	5.38	7.54
15 years but less than 20	6.92	9.69
20 years but less than 25	8.46	11.85
25+ years	9.23	12.92

Employees are not eligible to use or be paid for accrued annual leave until they have satisfactorily completed their initial probationary period except as provided in Section 9.4 of this article. Employees assigned to budgeted positions who are scheduled to work at least twenty (20) hours per week shall earn vacation hours on a pro-rated basis (percentage of a forty (40) hour week times the appropriate accrual rate), and shall accrue provided the employee is in active pay status for at least seventy-five percent (75%) of the pay period.

Section 9.2. Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate for the number of hours the employee would have worked during the week(s) he or she would have worked had vacation not been taken, for employees with regular weekly schedules of forty (40) hours. For employees with average, regular weekly schedules of forty-eight (48) or fifty-six (56) hours, vacation pay shall be calculated at the

employee's regular straight time rate for the first forty (40) hours and time and one-half (1/2) for all hours over forty (40) in that work week.

Section 9.3. Selection of Vacations. Schedules of the available vacation periods for the next calendar year, including all fifty-two (52) weeks of each year, will be posted by October 1st of the preceding year. The department must receive all bids by November 1st of the year. Vacations will be bid by seniority. The vacation bid calendar must be posted by November 30th. The number of employees permitted to take vacation at any one time will be ten percent (10%) of the minimum staffing level rounded to a higher whole number at five 5 tenths (.5) or higher, plus one. Minimum staffing level does not include staffing positions. No employee may bid more than a total of twenty (20) shifts off during the vacation bidding process. For purpose of this section, vacation shifts that are bidded may be comprised of vacation hours, compensatory hours or floating holidays. A shift is one (1) instance of leave regardless of number of hours, not to exceed eight (8) for forty (40) hour employees, twelve (12) for forty-eight (48) hour employees, or twenty-four (24) for fifty-six (56) hour employees.

Section 9.4. Utilization of Vacation. Employees assigned to a forty (40) hour work week shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and eighty (280) hours of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of two-hundred and eighty (280) hours. **Employees hired on or after April 1, 2011, shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and forty (240) hours of vacation over to the next calendar year. Employees hired on or after April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of 240 hours for employees regularly scheduled to work a forty (40) hour work week.**

Employees assigned to a forty (40) hour work week may take vacation in increments of two (2) hours if they give notice no later than as required by Telestaff and the request is otherwise approved. Employees assigned to a forty-eight (48) hour work week shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry three-hundred and thirty-six (336) hours of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of three-hundred and thirty-six (336) hours. **Employees hired on or after April 1, 2011, shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry two-hundred and eighty eight (288) hours of vacation over to the next calendar year. Employees hired on or after April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of 288 hours for employees regularly scheduled to work a forty eight (48) hour work week.**

Forty-eight (48) hour employees may take vacation in increments of four (4) hours if they give notice not later than ninety-four (94) hours prior to the start of the requested leave. Employees assigned to a fifty-six (56) hour work week shall be allowed to carry three hundred ninety two (392) hours of vacation over to the next calendar year. Employees who terminate shall be paid for any accrued vacation earned to the date of termination but not taken, up to a maximum of three hundred ninety-two (392) hours. **Employees hired on or after April 1, 2011, shall be allowed to accrue vacation leave with no cap during the calendar year, but will only be allowed to carry three hundred thirty six (336) hours of vacation over to the next calendar year for employees regularly scheduled to work a fifty six (56) hour work week. Employees hired on or after April 1, 2011, upon separation from employment will be entitled to up to a maximum payout of three hundred thirty six (336) hours for employees regularly scheduled to work a fifty six (56) hour work week.**

Fifty-six (56) hour employees may take vacation in increments of eight (8) hours if they give notice no later than as required by Telestaff and the request is otherwise approved. ~~Vacation time and compensatory time may be used for unscheduled purposes after the start of the employee's assigned shift, upon approval of the Deputy Chief or his/her designee and with as much notice as is practical, provided there is sufficient staffing personnel to cover the shift and no overtime is generated. Vacation time, floating holidays, and compensatory time may be used for unscheduled purposes with approval of the District Chief when contacted by telephone after 0700, but no later than 0730, immediately prior to the beginning of the employee's assigned shift provided there is sufficient staffing personnel to cover the shift and no overtime is generated.~~ "If during the shift an employee must go home for sick or emergency reasons and there are no additional extra personnel, the 3rd person would be pulled from Engine 27 first, Engine 25 second, then Engine 23 last."

The ~~Deputy~~ Chief or his/her designee may approve emergency leave (vacation, compensatory time, and floating holiday) outside the provisions of Article 9, Section 4 for unscheduled purposes. Vacation may be utilized after the successful completion of the first six (6) months of employment to meet Departmental education requirements for continued employment or for any courses required for promotional purposes.

Section 9.5. Compensatory Time. An employee assigned to this Bargaining Unit Pay Plan may elect to receive compensatory time off in lieu of overtime pay for hours worked in excess of the employee's regularly scheduled hours that week. Forty (40) hour employees may elect to receive compensatory time for hours worked over forty (40) in a work week. Forty-eight (48) hour employees may elect to receive compensatory time for hours worked over forty-~~eight (48)~~ **(40)** in a work week. Fifty-six (56) hour employees may elect to receive compensatory time for hours worked over forty **(40)** in a work week, ~~dependent upon the hours scheduled for that week.~~ Such compensatory time is awarded at the rate of one and one-half (1 ½) hours of time off for each hour of overtime, with a maximum accrual of two hundred forty (240) hours. Once the maximum hours are reached, compensation for overtime will be made in cash.

An employee who earns overtime, but chooses to accrue compensatory time in lieu of overtime payment, must elect to do so in writing by completing an Election of Compensatory Time form which must be completed no later than the last working day in the pay period in

which overtime occurs. An employee who fails to complete this form within the prescribed time will have overtime hours reported on the time sheet for the pay period in which it was earned and will receive overtime pay. **An employee who wishes to utilize compensatory time to cover an absence must submit a request to utilize annual leave for that time period. If no overtime was generated as a result of this use of leave, the employee may request to substitute compensatory time for the requested/approved annual leave. This request to substitute compensatory time for the approved annual leave must be made by the completion of the affected pay period.** Compensatory time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. If an employee terminates employment or transfers to another department, the compensatory time balance will be paid at the time of termination or transfer. Such cash payment shall be paid at a rate which is the higher of either the final hourly rate or the average regular hourly rate received during the last three (3) years of employment.

ARTICLE 10

Holidays

Section 10.1. Holidays Observed. The following days shall be considered holidays and paid for as such at the employee's straight time hourly rate:

New Year's Day

Memorial Day (last Monday in May)

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve (observed on the last workday before Christmas)

Christmas Day

Martin Luther King Jr.'s Birthday (observed in conjunction with School Board)

Two (2) Floating Holidays (to be taken during the fiscal year)

Section 10.2. Weekend Holiday. Holidays will be observed on the day of their occurrence except that Sunday holidays shall be observed on the following Monday and Saturday holidays shall be observed on the preceding Friday, provided that employees who work on a twenty-four (24) hour, seven (7) day schedule shift operation shall observe the holiday on the day on which it actually falls and not on Friday or Monday if it falls on Saturday or Sunday.

Section 10.3. Holiday Pay and Eligibility. If a holiday is observed on a day which is a regular workday for an employee and if (s)he is permitted to be off that day due to the holiday, (s)he shall be paid for the number of hours (s)he would have worked in a normal work shift at his/her regular straight time rate provided (s)he works at least fifty percent (50%) of the regularly scheduled workday immediately preceding the holiday and

immediately following the holiday, unless the employee is absent on either day with a satisfactory excuse.

If the holiday occurs on a day which is a regularly scheduled day off for the employee, (s)he will receive additional pay for that workweek equal to one (1) of that employee's regular work shifts (not to exceed twelve (12) hours at straight time for fifty-six (56) hour employees and eight (8) hours for forty (40) hour employees.) **Employees hired on or after April 1, 2011 shall not be eligible to receive Holiday Pay as described in this section (10.3) for holidays that occur on a day which is their regularly scheduled day off.**

Section 10.4. Holiday Work. In the event an employee is required to work on any of the recognized holidays, he or she will be paid his/her regular hourly rate at a multiplier of two (2). If any of the hours worked on that holiday exceed forty (40) hours in that work week, those hours shall be paid at a multiplier rate of two and one-half (2 ½).

Section 10.5. Holiday During Vacation. In case a holiday is observed on any day during an employee's vacation, an additional eight (8) hours for forty (40) hour employees, twelve (12) hours for forty-eight (48) hour employees, and or twelve (12) twelve hours for fifty-six (56) hour employees pay shall be allowed for each such holiday.

Section 10.6. Floating Holiday. All such employees shall be allowed time off with pay for the duration of their normal shift for each of the two (2) floating holidays.

ARTICLE 11

Grievance Procedure

Section 11.1. Definition and Procedure. For the purpose of this Agreement, a grievance is any dispute or difference between an employee and Alachua County involving the meaning, interpretation, or application of the provisions of this Agreement. Grievances shall be handled in the following manner. All grievances and all subsequent steps of said grievances may be filed and responded to through the county e-mail system.

No grievance shall be entertained or processed unless it is commenced within five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the event became known or should have become known to the employee(s). If an employee desires to speak with management about a matter (except discharge) which would otherwise be grieveable, (s)he may do so in which event the employee will have two (2) days in which to speak with management and the time limits for filing a grievance will commence on the third (3rd) day. If a grievance is not filed within the time limits for the next step of the grievance process, it shall be deemed settled on the basis of the last answer of the County. The time limits may be extended by mutual agreement of the parties. In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.

Nothing herein shall limit the County and Union from mutually agreeing to waive any and all steps in the grievance procedure in order to expedite the processing of a grievance

Step 1: The employee or union shall present the grievance in writing to the ~~Deputy~~ Fire Chief with or without a Union Officer as the employee may choose. The ~~Deputy~~ Fire Chief must respond in writing to the grievance within five (5) working days of the receipt of the Grievance.

Step 2: If the employee or Union is not satisfied with the written answer of the supervisor at Step 1 or if no answer has been given within five (5) working days, then the grievance shall be presented to the ~~Department Head~~ Director of Public Safety, or his/her designee within five (5) working days of the supervisor's answer or failure to supply a timely answer. The ~~Department Head~~ Director of Public Safety or his/her

designee shall, within five (5) working days of receipt of the written grievance, meet with the employee and a Union representative unless such meeting has been waived. After such a meeting is held, the ~~Department Head~~ Director of Public Safety must answer the grievance in writing within five (5) working days of the meeting.

Step 3: If the Union or employee is not satisfied with the written answer of the ~~Department Head~~ Director of Public Safety, or if no written answer is rendered by the ~~Department Head~~ Director of Public Safety on a timely basis, then the Union or employee may, within five (5) working days of the ~~Department Head~~ Director of Public Safety 's answer or of the failure of the ~~Department Head~~ Director of Public Safety to supply a timely answer, file the grievance to the County Manager or designee. The County Manager or designee must meet with a Union representative within ten (10) working days of receipt of the appeal. The County Manager shall answer the grievance in writing within ten (10) working days of the meeting.

Step 4: If the Union is not satisfied with the written answer of the County Manager or designee or if no timely written answer is rendered, the Union Officer shall submit a written request, signed also by the grieving employee(s), filing the grievance to arbitration within thirty (30) working days of the answer or failure of timely answer.

In the case of filing the grievance to arbitration, the Union shall have one hundred twenty (120) calendar days from the date of the letter sent by the County acknowledging the request to proceed to arbitration, to draft the join request for an arbitrator.

In case of discharge or termination, Step 1 will be waived if the grievance has been timely filed. All original grievance documents will be returned to the filing union steward.

Section 11.2. Arbitrator Selection. The Union's appeal to arbitration shall be submitted to an arbitrator who is a member of the National Academy of Arbitrators and who shall be selected from a list furnished by the Federal Mediation and Conciliation Service by means of alternate striking of names. A coin toss will determine which party strikes first. If either the County or the Union is dissatisfied with the original list, either one may request the Federal Mediation and Conciliation Service provide a second list from which to choose an arbitrator.

Section 11.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, or add to the provisions of the agreement. He or she shall consider and decide only the particular issue involved in the grievance presented.

The award of the arbitrator shall be final and binding on the County, the Union, and the employee(s) involved, but in no event shall it be retroactive prior to the date the grievance became known to the grievant. The expenses of arbitration, including the arbitrator's fee, shall be shared equally by the County and the Union. **If either party cancels the Arbitration, that party shall be responsible for payment of 100% of any costs charged by the arbitrator. In the event of "An Act of God" or a declared state of emergency; i.e., hurricane, flood, act of terrorism, etc., that forces the cancellation of the scheduled arbitration, the costs charged by the arbitrator will be shared equally by both parties.**

Section 11.4. Performance Review Grievance. Non-probationary employees who receive an "unacceptable" or "below expectations" performance review rating may file a grievance concerning that performance review as provided for in this Article, and if the grievance is presented to an arbitrator, the standard for review shall be whether the "unacceptable" or "below expectations" performance review is arbitrary, capricious, and unjust. If the arbitrator rules that it is arbitrary, capricious and unjust, then it shall be removed from the employee's file. If the arbitrator rules that it is not arbitrary, capricious and unjust, the "unacceptable" or "below expectations" performance review shall stand.

Section 11.5. Untimely Performance Reviews.

A. Issues regarding timeliness in the completion of performance reviews shall be resolved exclusively as follows:

1. LEVEL 1. If a performance review is not completed on time, the employee may request a review of the circumstances by the department director.
2. LEVEL 2. If the situation is not resolved within fourteen (14) days of the initiation of LEVEL 1, the employee may present a written appeal to the County Manager.
3. LEVEL 3. In the case of annual performance reviews, if the employee is not satisfied with the resolution at LEVEL 2, (s) he may file a written grievance

at Step 3 under section 1 of this Article within seven (7) days of the notice of resolution at LEVEL 2.

B. If the employee feels that performance review factors in the current review instrument do not accurately reflect the duties assigned to his/her position, (s)he may request a copy of the performance review form and reexamination of the performance review instrument by the Human Resources Manager. Such request must be made prior to the completion of the performance review.

Section 11.6. Union Representation. The union will not be required to process grievances for non-dues paying members. The union will be provided a copy of all grievance responses.

ARTICLE 12

Hours of Work and Overtime

Section 12.1. Purpose. This Article is intended only to provide a basis for calculating overtime and shall not be considered as a guarantee of work or hours. There shall be no pyramiding of overtime or other premium payments.

Section 12.2. Workday; Workweek. The normal workday shall consist of eight (8) hours exclusive of lunch and the normal workweek shall consist of five (5), eight (8) hour days. Some employees may be assigned to normal workdays of ten (10) hours each with a normal workweek of four (4), ten (10) hour workdays. Some employees may be assigned to a normal workday of twenty-four (24) hours with an average normal workweek of fifty-six (56) hours. Some employees may be assigned to normal work days of twelve (12) hours each, with a normal workweek of four (4), twelve (12) hour workdays.

Section 12.3. Overtime Compensation. In the event an employee is required to work beyond a normal workweek of not less than forty (40) hours, he/she shall be paid at the rate of time and one-half (1/2) the employee's regular straight time rate provided the employee actually works his or her normal workweek. All payments for overtime must be authorized by the Division or Department Head. Employees who work more than the normally scheduled hours on any workday(s) shall not be required to work a changed schedule during the workweek for the purpose of avoiding overtime compensation in that workweek. Vacation, sick and compensatory time used shall count as hours worked for the purpose of determining overtime.

Section 12.4. Shift Work. Employees of the County who are assigned to work the third work shift (any full work shift between 11:00 p.m. and 8:00 a.m.) shall be paid an additional $.25 per hour.

Section 12.5. Procedure for Overtime Assignment. The Fire Rescue department shall establish a fair and equitable basis for making overtime assignments. In an effort to achieve

this goal, the Department will utilize Telestaff to offer overtime assignments and maintain the Department's schedule. It is understood that a scheduling protocol will be written that will ultimately be added to this article. Neither the Union nor the Department shall modify or alter the rules governing the Telestaff program unless prior written authorization is agreed upon by both parties.

(a) Employees with an approved FMLA issue have the right to defer mandatory overtime. The employee will be contacted and advised he/she is up for mandatory overtime and at that time the employee may defer or accept the mandatory time. If the employee defer he/she shall remain at the top of the mandatory list in that classification. Employees attending departmental required school for continued employment have the right to defer mandatory overtime on days of class or clinical time. This exception shall only be used for paramedic school of fire school as required of new employees. If the employee defer he/she will remain at the top of the mandatory list in that classification.

(b) At any time during the equalization period, or at any time it is concluded that an employee was not offered his/her fair share of overtime, employees shall receive prescheduled overtime assignments in amounts sufficient to equalize the time offered.

(c) An employee may request to be added to the "OT Do Not Contact" group by contacting, via-e-mail, the appropriate District Chief; however, this does not remove the employee from the mandatory overtime list. If an employee wishes to be removed from the above mentioned group, they must contact, via e-mail, the appropriate District Chief.

(d) In no instance shall an employee work more than forty-eight (48) continuous hours. A minimum eight (8) hour break is required after working the maximum number of continuous hours of work.

Section 12.6. Trade Time Policy. An employee may agree with another employee of equal rank (with the exception of ~~Paramedic Attendant~~ **Rescue Officer** for Rescue Lieutenant and Driver for Firefighter), regardless of qualification, to work in place of said employee during his/her regularly scheduled work assignment, subject to the following restrictions:

(a) No employee shall be permitted to have another employee substitute for him/her in excess of four (4) consecutive shifts (i.e. consecutive "A" Shifts).

(b) Trade-time will be approved only for permanent, full-time employees of the Fire/Rescue Department except for as provided in (n) of this section.

(c) The County shall compensate the employee regularly scheduled to work in the amount (s)he would have earned had (s)he worked, and in no manner be liable for any wages for the hours worked by the substitute employee (i.e. out of class will be paid the employee normally assigned).

(d) Trade-time request forms will be signed by both parties of the trade and submitted to their ~~Company Officer or~~ District Chief. **Trades submitted** for approval ~~no less~~ **more** than forty-eight (48) hours prior to the effective time of the trade **shall be approved by the District Chief. Trade time may be approved within forty eight (48) hours of the start of the shift, or at any time during a shift by the District Chief as long as it is between employees of equal rank and qualification (with the exception of Rescue Officer for Rescue Lieutenant).**

(e) Traded time will be repaid within three-hundred and sixty-five (365) calendar days.

(f) An employee substituting for another employee shall not be eligible to use vacation leave except for as provided in (o) of this section.

(g) An employee who is being substituted shall not be eligible to work overtime hours on his/her normally scheduled shift.

(h) An employee substituting for another employee shall be eligible to use earned sick

leave. Such sick leave usage shall be assessed as a correction to payroll at the end of the pay period in which it occurred.

(i) An employee who fails to report to duty on an approved trade-time shall be assessed the hours from his/her vacation hours as a correction to payroll at the end of the pay period in which it occurred, and the employee will receive Group I disciplinary action for the first offense and loss of trade-time privileges for a period of one (1) year. Additionally, the employees shall be obligated to pay back all time owed another employee through approved trade time.

(j) No third party trades.

(k) Modifications to the original trade time agreement must be approved by the ~~employees' supervisors~~ **District Chief** and remain within the original three-hundred sixty-five (365) calendar days time frame.

(l) In no instance shall an employee work more than forty-eight (48) continuous hours. A minimum eight (8) hour break is required after working the maximum number of continuous hours of work.

(m) Cancellation of Trade Time must be made via e-mail from both employees to the appropriate District Chiefs, within twenty-four (24) hours of the first trade.

(n) Trade Time may be utilized after the successful completion of the first six (6) months of employment to meet Departmental education requirements for continued employment or for any courses required for promotional purposes.

(o) An employee substituting for another employee may be eligible to use emergency leave. The Deputy Chief or his/her designee may approve emergency leave (vacation, compensatory time, floating holiday) outside the provisions of Article 9 Section 4, for unscheduled purposes. Such emergency leave usage shall be assessed as a correction to payroll.

(p) It is the employee's responsibility to ensure that all trade times are completed prior to

any promotion. Employees that are promoted, but still owed a payback shall lose the time owed if the trade is not completed prior to the effective date of the promotion. The Department shall not assume any responsibility for any trade time lost as a result of a promotion.

Section 12.7 Out-of –Class Assignment List

When position vacancies occur, the department will utilize employees to fill those positions in an-out-of class status. Employees who are on the promotional list for the position in which the vacancy occurs during their shift will be used first. If there are additional vacancies then employees on the separate Out-of-Class list may be used to fill them. Inclusion on the Out-of-Class list will be voluntary. In order for an employee to be on the Out-of-Class list (s)he must meet all of the minimum qualifications required to test for that position. The employee must also have demonstrated competency in that higher classification through evaluation exercises administered by the department training staff. These exercises will be similar in nature to those exercises used during testing assessment processes for each position being considered. It is understood that no more than one individual may operate in an out –of-class position on a single unit unless one of those individuals is on the current promotional list. It is also understood that employees will not be able to move more than one rank (i.e. FF to Lt. or D/O to DC) unless that individual is on the current promotional list for the position.

ARTICLE 13

Miscellaneous

Section 13.1. Bulletin Boards. Alachua County will provide adequate space on existing bulletin boards on which the Union may post, from time to time, notices to provide information or material relevant to members of the bargaining unit. If the Union desires additional space, it may mount a bulletin board for the posting of its notices at locations agreed upon by management and the Union. Such bulletin boards will be of a size no greater than 3' x 4' and be of a material appearance as management and the Union shall approve. The Union's principal officer shall be responsible for all notices posted under this section.

Section 13.2. Union Emblem. Union members will be permitted to wear the lapel or button-type emblem of the Union in a manner that is safe and inoffensive. In addition, a decal may be worn on the employee's helmet and one may be affixed to the front windshield of an ambulance or fire apparatus. The emblems must be approved by the Chief prior to being affixed.

Section 13.3. Payroll Deduction/Direct Deposit. (a) Payroll deduction of a specific amount will be permitted for the approved Credit Union for each employee who authorizes such deductions, subject to the rules and procedures of the Credit Union. (b) Direct deposit of an employee's paycheck can be made to the Financial Institution of the employee's choosing, by completing a Direct Deposit authorization form located on the County's Intranet site.

Section 13.4. Payday. The County and the Union agree that pay day will be every other Friday to allow the County to offer employees the option of participating in the direct deposit of paychecks.

Section 13.5. Notice of Discharge. The County shall provide a notice of proposed discharge to a regular, permanent, non-probationary employee and to the Union five (5) working days prior to the date of the meeting on the discharge.

Section 13.6. Health, Safety and Comfort. The parties agree to abide by published standards on sanitation, safety and health in accordance with applicable Federal, State, and County Statues. The following items will be provided by the County:

(a) employees presently required to wear a uniform shall continue to be required to do so and will have appropriate uniforms or a uniform maintenance service provided to them.

(b) all new operational employees will receive an A + B hepatitis vaccination;

(c) where it is immediately available, the County will provide basic TV cable or satellite service.

(d) the County will provide cooking and eating utensils for all stations.

(e) all operational employees over age thirty-five (35) will be offered a biannual physical exam and prostate screening, the results of which will be made available to the employee and the County.

(f) subscription to two (2) periodicals will be maintained and a reasonable effort to have copies available at each zone station will be made.

(g) a complete copy of the County Employee Policy Manual, the department SOP/SOG manual, and the current medical protocols shall be made available via the County Intranet.

Section 13.7. Re-Opener Clause. The County and the Union agree that either party may request to reopen one (1) Article each fiscal year with a total of no more than two (2) Articles being opened by each side for the life of this contract in addition to re-opening the Article on wages each year. It is further agreed that if the County and the Union do not reach agreement on the opened Article within sixty (60) calendar days of the Article being opened, discussions shall cease, or impasse procedures are invoked. **Neither party can declare impasse prior to the 60 day period expiring and must declare impasse within ten (10) days of the 60 day negotiations period expiring.**

Section 13.8. Fire Rescue Agency Merger. The County agrees in the event that all or a portion of the County's Fire Rescue Service is to be assumed by another jurisdiction or agency and bargaining unit members are affected by this change, the County agrees to pursue with the other jurisdiction or agency the possibility of employment for the affected County employees, it being understood, however, that the decision of the other jurisdiction or agency whether to offer employment or not shall not be grievable or subject to arbitration nor shall the Board be obligated to delay implementation of the Board's decision to have such operations assumed by another jurisdiction or agency.

ARTICLE 14

Wages/Compensation

Section 14.1. Classification and Pay Plan. ~~All forty (40) hours employees covered by this Agreement shall have their base rate of pay increased by forty-eight cents ($.48) per hour or two percent (2%) whichever is greater, and all fifty-six (56) hours employees covered by this Agreement shall have their base rate of pay increased by thirty cents ($.30) per hour or two percent (2%) whichever is greater. This increase will be effective on the first pay period commencing on or after October 1, 2007.~~ **There will be no across the board increases for employees for FY 2010/2011.**

Section 14.2. Pay Plan Adjustment. An employee in a classification whose salary range is adjusted upward shall receive a percentage salary increase equal to the percentage increase of the minimum of the range. If the salary range of a classification is adjusted downward, the salaries of the current employees in that classification will not be affected. The Administrating Official may limit the percentage salary increase for all employees in affected classifications.

Section 14.3. Pay Adjustment for Out-of-Classification Assignment. When an employee is appointed to out of class status, his/her salary shall be paid at the entry level of the higher rated job or five percent (5%) above the regular rate, whichever is higher, effective the first day of the assignment.

Section 14.4. Call Out Guarantee. Employees who are called out to work on a day they are not regularly scheduled to work or at a time which is not contiguous to their regular shift, shall be guaranteed two (2) hours of work or pay at their regular rate; provided that an employee who is called out and actually works less than one-half (1/2) hour, but whose actual time worked plus travel time equals more than two (2) hours, shall be paid for the actual time worked plus travel time.

Section 14.5. Stand-by Pay. In the event an employee is placed on stand-by status, (s)

he will be paid one (1) hour at his/her regular rate of pay for each eight (8) hour shift he/she is on stand-by status. Should an employee on stand-by status be called out to work, (s) he will be paid for such work in accordance with Article 14, Section 4 above.

Section 14.6. Incentive Pay. A regular employee in a classified position, based upon the recommendation of the department director and upon approval of the Administrating Official, may qualify for a two-hundred and fifty dollar ($250) lump sum incentive pay upon completion and receipt of a job related certification or license. Professional certifications that are required as minimum qualifications for a position and certifications obtained by department directors or division heads are not qualified for the incentive pay. Employees are eligible for a maximum of three certifications for each job classification.

Section 14.7. Retention Pay. No more than once during a fiscal year the department director may increase the compensation of any employee up to the midpoint of the salary range of the current classification. Increases beyond the midpoint of the salary range require approval of the Administrating Official. Budgetary constraints must be followed when making compensation decisions.

Section 14.8. Technical Pay. The County agrees to compensate employees bi-annually who are certified and assigned to the specialties listed below:

Technical Assignment	Rates
Hazardous Materials Team	$640.00
USAR Team	$640.00
SCBA Team	$100.00
Critical Care Team	$640.00

Technical pay shall be paid half (1/2) in January and half (1/2) in July of each year for the appropriate service(s) rendered during the previous six (6) months.

Section 14.9. Starting Pay/Maximum Rates of Pay/Promotion/Transfer/and Demotion. The members of this bargaining unit will follow the Employee Policies referencing the

following pay statuses; Starting Pay, Maximum Rates of Pay, Pay Upon Promotion, Pay Upon Transfer **and Pay Upon Demotion**.

~~Section 14.10. Pay Upon Demotion. The members of this bargaining unit will have their salary reduce within the range of the newly assigned position, but not less than the minimum for the newly assigned position.~~

Section 14.10. Deployments Any employee who is assigned to an out of County deployment activity will be compensated as follows:

a. The employee will be paid for his/her normally scheduled hours that occur on his/her regularly scheduled duty day; and

b. Any hours worked in addition to the regularly scheduled hours on the regularly scheduled duty day will be paid in accordance with Federal Law; and

c. The employee will be paid commensurate with the pay structure outlined in the deployment agreement if that pay structure is greater than either a or b above.

ARTICLE 15

Insurance

Section 15.1. Group Health Insurance Benefits. If there are to be any changes in premiums or benefit levels, the County will notify the Union. Any changes in the premiums or benefits provided by the insurance program will involve the active participation of the Union if it chooses; however, the County will not be required to negotiate levels of premiums or benefits with the Union.

Section 15.2. Premium Cost. The cost of the premium for health insurance shall be borne eighty-five percent (85%) by the County and fifteen percent (15%) by employee for individual coverage, and seventy percent (70%) by the County and thirty percent (30%) by the employee for dependent coverage.

Section 15.3. Disability. Contingent upon funding, management will make every effort to offer long term disability insurance to employees, at no cost to the employee.

Section 15.4. Dental Insurance. The Alachua County Board of County Commission will pay eighty percent (80%) of the premium for single coverage for dental insurance effective October 1, 2007. Employees will be responsible for one hundred percent (100%) of the premium for dependent coverage of the dental insurance. The Alachua County Board of County Commission will continue to pay eighty percent (80%) of the premium for single coverage if funding is available.

Section 15.5 Retiree Health Insurance Subsidy.

Definition – An Alachua County retiree is defined as:

(a) any employee who worked for the Alachua County Board of County Commissioners, and

(b) who meets the Florida Retirement System's Pension Plan's normal retirement age or service requirement for the employee's class of membership and has retired from employment with Alachua County.

The County and Union agree that beginning October 1, 2005, Alachua County will be providing a retiree health insurance subsidy. The amount of the subsidy is based on the number of years of service with Alachua County at the time of retirement (three dollars ($3.00) for each full year of service). You must have six (6) years of County employment for the subsidy. The minimum monthly subsidy is eighteen dollars ($18.00) (if you retire with just six (6) years of County employment) and the maximum monthly subsidy is ninety dollars ($90.00) (if you retire with thirty (30) or more years of service). Retirees in the State's Florida Retirement System (FRS) who have entered into the Deferred Retirement Option Program (DROP) are not eligible to receive the County's health insurance subsidy until their participation in DROP ends. Time in DROP will not count towards years of service for the purposes of this policy. The approval of this retiree health insurance subsidy each year will be based on available funding.

ARTICLE 16

Union Membership

The parties acknowledge that employees are free to become members of the Union and/or engage in Union activity, or to refrain from membership or such activities as provided by Florida Statutes, Chapter 447, Part II.

ARTICLE 17

Educational Assistance Program

1. General

It is the intent of the County to assist full-time, permanent employees to take advantage of opportunities for training, development, and advancement consistent with individual ability, performance, job requirements, and availability of funds.

2. General Fund

(a) A central fund for educational assistance will be established by the County to assist qualified employees with educational tuition costs. Employees are eligible for reimbursement as outlined in Alachua County Employee Policy #5-21. In the event the County changes, adds, deletes, or amends the policy, the County will notify the Union of the intended changes and forward copies of the proposed changes. The Union and the Employer will meet if requested by either party to discuss the proposed changes.

3. Eligibility Requirements

Only permanent, full-time County employees who have completed their probation period will be eligible to participate in this program.

4. Conditions of Approval or Payment

(a) The County will participate in the cost of those courses, both correspondence and classroom, which are determined to be directly related to the duties of the position held by the employees seeking assistance; to the duties of a position to which an employee might reasonably be expected to progress to in the normal course of advancement with the County; or is a valid elective for a degree program approved by the Department Director. Courses must be taken from an accredited or recognized educational institution.

(b) The County will pay the cost of tuition for such courses, as outlined in the Alachua

County Employee Policy # 5-21, but will not reimburse an employee for books, fees, supplies, or other expenses in connection with the course(s) to be taken.

(c) The County will not pay any proportional share of the cost of tuition which has been advanced to the employee from other sources, such as scholarships, grants, or other subsidies. In the event of a partial scholarship or grant, the County will reimburse tuition based on paragraph 4b or the actual expense to the employee, whichever is greater.

(d) Eligibility for reimbursement must be established prior to the first day of class.

(e) To be eligible for reimbursement an employee must successfully pass the course(s) and present a certificate or proof of completion so indicating. A passing grade for reimbursement purposes shall be considered as outlined in the Alachua County Employee Policy # 5-21.

5. Application Procedure

(a) Each application must be completed and approved by the Department Director.

(b) Requests for reimbursement of partial tuition payment must be made on the form provided by the County Human Resources Office. These forms can be obtained at the employee's respective department.

(c) The Department Director shall indicate approval or disapproval of the employee's request based on the employee's planned educational program. The Department Director will then forward the form to the County Human Resources Director for processing.

(d) The original shall be returned to the employee and a copy shall be retained by the Human Resources Department.

6. Method of Payment

It shall be the responsibility of the employee to obtain a certificate or proof of grade from the institution indicating the course grades. These grades shall be presented, with the

original application form, to the Human Resources Office. If all conditions for reimbursement have been met, the Human Resources Office shall authorize a reimbursement payment to the employee.

7. Required Courses

If an employee is required by the County as part of his/her job, to take either a correspondence course or attend classes, the employee's department shall pay one-hundred percent (100%) of the cost of the course including the cost of books, fees, and special charges except as provided herein. Payment of such classes shall be made in advance of the employee enrolling in the program. All required courses shall first be approved by the Department Head of the employee's respective department.

8. Classes on County Time

(a) An employee will be permitted to take classes during his/her normal scheduled working hours only when:

1. Classes are offered at no other time and arrangements can be made to the satisfaction of the Department Director to allow the employee to be off without lowering efficiency or increasing costs, or;
2. The courses are required by the County and are offered at no other time.

(b) An employee, when taking non-required courses, and if allowed to attend classes during working hours, must utilize one of the following alternatives:

1. Leave without pay;
2. Vacation leave;
3. Make up time if work environment permits this flexibility.
4. Compensatory time

All such arrangements must be approved in advance in writing by the appropriate Department Head.

(c) Eligible employees will be permitted to attend unique training and educational

courses offered and required by the County on County time. All costs incurred will be borne by the County.

(d) Employees may be required to attend courses offered by the County. If such courses are conducted during an employee's normally scheduled off-duty hours, the employee shall be paid at his/her regular rate of pay. Hours spent in classes under these conditions shall be considered as hours worked for the purpose of determining overtime.

9. General Provisions

(a) If an employee resigns or is terminated for any reason prior to receiving a reimbursement, there shall be no obligation on the part of the County to pay any part of this expense.

(b) An employee who has completed an approved course, and is on leave of absence at the time he/she is eligible to receive reimbursement, will be eligible for payment upon his/her return to active duty.

(c) If an employee has enrolled in classes under Section 4 above and received approval for reimbursement, the County shall make a reasonable effort to allow the employee the opportunity to complete the courses. In the event the County changes an employee's work schedule which would interfere with the approved course (providing the employee's course cannot be rescheduled) the County shall reimburse the employee for his/her tuition costs, cost of books, and any other directly related educational fees (including supplies and materials). Said reimbursement shall be made upon the authorization of the Department Head.

ARTICLE 18

Waiver of Bargaining

The Union acknowledges that it had an opportunity during the negotiations which led to this Agreement, to bargain over any and all subjects not removed by law from the scope of bargaining. This Agreement constitutes the complete and entire understanding of both parties concerning all matters which were subject to negotiations, and also concerning those matters which were not discussed in negotiations, it being understood that the Union has achieved only those benefits which are expressly set forth in this Agreement. During the term of this Agreement, the Union waives any right to further bargaining concerning any matter over which it might have the right to bargain with the County, except with regard to any changes which the County should desire to make which have the effect of altering wages, benefits, or terms and conditions of employment not embodied in this Agreement. In the event any such changes are made by the County, it is agreed that they may be made unilaterally and at the time desired by the County, however, the Union shall have the right, upon request, to bargain over the impact which such changes have wrought upon this Agreement, if any, and to secure a written amendment to this Agreement if such bargaining produces an agreement.

ARTICLE 19

Term

This Agreement shall remain in effect until midnight, September 30, 201~~0~~ **3**, and shall remain in effect from year-to-year thereafter unless either party shall notify the other at least ninety (90) days prior to September 30 of its desire to cancel, modify, or amend the Agreement. In the event of such timely notice, the Agreement shall expire at midnight September 30, 2010**3**. WHEREUPON the parties have set their hands and seals as of this _____day of _____, 200~~8~~**11**.

ALACHUA COUNTY, FLORIDA

BY:_____
Randall H Reid
County Manager

BY:_____
Kim Baldry
Human Resource Manager

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #3852

BY:_____
~~Roger Cox~~ **Brett Sandlin**
President, Local #3852, IAFF

BY:_____
~~Joe Cox~~ **Mick McAlhany**
Chief Negotiator, Local #3852, IAFF

Approved for Funding FY ~~2007-2008~~ **2010 - 2013**

BY:_____
~~Rodney J. Long~~ **Pinkoson**, Chairman
Alachua County Commission

ATTEST:

BY:_____
J. K. "Buddy" Irby
Clerk of Court

ADDENDUM A

The County and the Union agree that drug abuse us a significant public health problem in our society. Drug abuse in the workplace negatively affects individual job performance and undermines the public's confidence in Alachua County and the services we provide.

Both parties to this agreement acknowledge the importance of establishing and maintaining a drug free workplace; and complying with all federal, state, and local regulations related to drug use, including the Federal Drug Free Workplace Act of 1988 and the State Comprehensive Economic Development Act of 1990.

As used herein, "drug abuse" includes the use of illicit substances or misuse of controlled substances, alcohol, or other psychoactive drugs.

Section 1. Policy Statement. The manufacture, use, possession or distribution of illicit or controlled substances on the job is strictly prohibited. Employees are required to report to work in a fit condition for duty. Being under the influence of alcohol or illicit drugs, and being under the influence of legal drugs to the extent that normal faculties are impaired, is strictly prohibited. Employees who use or distribute drugs on the job are subject to disciplinary action, including dismissal. Any confiscated drugs will be turned over to local law enforcement officials. If an employee is under medical treatment with a drug that could alter his/her ability to do the job, (s) he is required to report this drug use immediately to his/her supervisor.

Drug abuse and alcoholism are recognized as illnesses or disorders, and the County accepts responsibility for providing channels of help. However, it is the employee's responsibility to seek such help. If an employee seeks help on a voluntary basis, then confidentiality will be protected. But, if the employee does not seek help and a work performance or work conduct problem comes to the attention of the County, then disciplinary action will result.

Any employee who refuses to submit to a test for drugs or alcohol pursuant to this policy, shall be presumed, in the absence of clear and convincing evidence to the contrary, to be under the influence and will forfeit his/her eligibility for all worker's compensation medical and indemnity benefits and will be-disciplined, up to and including termination.

Section 2. Notice. The drug testing provisions of this policy become effective ninety (90) days following ratification of this Article. All other provisions are effective with the ratification of this Article.

The County will provide a one-time written notice to all employees as required by Section 440.102(3), Florida Statutes. The notice will be provided to all potential employees prior to any pre-employment drug testing. Copies of this notice will be placed on all employee bulletin boards and a general statement that the County will test all job applicants will be included on vacancy announcements.

Section 3. Confidentiality. The provisions of Section 440.102(8), Florida Statutes, shall govern the release of any information, interviews, reports, statements, memoranda and drug testing results received by the County through this drug testing program.

Section 4. Types of Testing. The County will conduct the following types of drug testing:

(a) Pre-employment - Any final candidate for a position within Alachua County shall be required to take a drug urinalysis and/or blood test prior to initial employment. Any applicant whose test results indicate present alcohol or drug abuse will not be hired.

(b) Position Change - Any current employee, who is the final candidate for a posted position, whether internal or external, shall be required to take a drug urinalysis and alcohol test prior to the final offer for the new position being extended. Any employee applicant whose confirmed test results indicate present alcohol or drug abuse will not be hired into the new position, and is subject to all other provisions of this policy.

(c) Scheduled physical examination - Any employee who undergoes a full physical examination in accordance with Article 13, Section 6 shall also be tested for drug and/or alcohol use as part of that examination.

(d) Reasonable suspicion - Drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Approval for such testing shall be authorized only by the Human Resources Director. Among other things, such facts and inferences may be based upon;

(1) Observable documented phenomena while at work, such as direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

(2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

(3) A report of drug or alcohol use, provided by a reliable and credible source.

(4) Evidence that an individual has tampered with a drug or alcohol test during his/her employment with the current employer.

(5) Information that an employee has caused, contributed to, or been involved in an accident while at work.

(6) Evidence that an employee has used, possessed, sold solicited, or transferred drugs while working or while on County premises or while operating County vehicles, machinery or equipment.

If testing is conducted based on reasonable suspicion, the County will immediately document the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be kept confidential by the County pursuant to this policy and shall be retained for at least one (1) year.

(e) Follow-up - If an employee, in the course of employment, has a confirmed positive drug or alcohol test the County will require the employee to submit to a drug and/or alcohol test on a quarterly, semiannual or annual basis, at the County's option, for two (2) years thereafter. If an employee tests positive within eighteen (18) months of completing the two (2) year random follow-up testing for a prior positive drug test, the employee will be considered to have failed a second test, and will be subject to disciplinary action in accordance with this

policy. The County will transport the employee to the testing facility. Follow up testing will be conducted in conjunction with either the beginning or end of the employee's shift.

(f) Transportation Employees - All employees who are required to hold a commercial driver's license (CDL) and operate a commercial motor vehicle as a condition of employment will be tested for drugs and alcohol in accordance with the Omnibus Transportation Employee Testing Act of 1991 and federal rules as follows:

(1) Pre-employment - Final candidates for or employees who transfer, promote or demote to a covered position will be tested for both alcohol and drugs prior to the effective date of the transfer, promotion or demotion.

(2) Post-accident - A covered driver will be tested following an accident when any person involved in the accident has been fatally injured or the driver receives a citation for a moving traffic violation arising from operating the commercial motor vehicle. Additionally, any driver involved in an accident will be subject to testing under Reasonable Suspicion, section 4.d.

(3) Reasonable Suspicion - Same as for other employees.

(4) Random - Employees will be tested for alcohol and drugs on a random unannounced basis just before, during or just after operating a commercial motor vehicle. Not less than twenty-five percent (25%) of the total number of employees in covered positions will be tested for alcohol in the first year and fifty percent (50%) for drugs the first year. The number to be tested in subsequent years will conform with federal rules. Each driver shall be chosen using a scientifically valid random method and shall have an equal chance each time selections are made.

(5) A confirmed blood alcohol level of two one-hundredths percent (.02%), but less than four one-hundredths percent (.04%) will require that the employee be removed from performing all duties requiring a CDL for a minimum of eight (8) hours, or until a re-test shows the employee's blood alcohol content has dropped below two one-hundredths percent (.02%). If an employee has a confirmed blood alcohol level of four one-hundredths percent (.04%) or greater, the employee may not return to a function requiring a CDL until, at a minimum:

(1) the employee undergoes an evaluation, and where necessary, treatment; and

(2) a Substance Abuse Professional (SAP) determines that the employee has successfully complied with any recommended treatment; and

(3) the employee's blood alcohol content is less that two one-hundredths percent (.02%) on a return-to-duty test.

(6) Follow-up - Same as for other employees except that at least six (6) tests will be conducted in the first twelve (12) months after an employee returns to duty.

All testing under section 4(f) of this Addendum shall comply with the provisions of the Omnibus Act and federally adopted rules.

Section 5. Drug Testing Procedures. All specimen collection and testing for drugs shall be

conducted in accordance with Section 440.102(5), (6), and (7), Florida Statues.

(a) The County may test for any or all of the following:

Alcohol
Amphetamines
Cannabinoids
Cocaine
Phencyclidine
Methaqualone
Opiates
Barbiturates
Benzodiazepines
Methadone
Propoxyphene

(b) Initial Test - The initial screen for all drugs shall use an immunoassay except that the initial test for alcohol shall be enzyme oxidation methodology. The following cutoff levels shall be used when first screening specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)	.05g%	(by blood)
Amphetamines	1000	ng/ml
Cannabinoids	50	ng/ml
Cocaine	300	ng/ml
Phencyclidine	25	ng/ml
Methaqualone	300	ng/ml
Opiates	300	ng/ml
Barbiturates	300	ng/ml
Benzodiazepines	300	ng/ml
Methadone	300	ng/ml
Propoxyphene	300	ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State Statute. All new levels will become effective on the date specified within the related legislation.

(c) Confirmation Test - All specimens identified as positive on the initial tests shall be confirmed using a second test, a gas chromatography/mass spectrometry (GS/MS) test, or an equivalent or more accurate scientifically alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis. The following confirmation cutoff levels shall be used when analyzing specimens to determine whether they are positive or negative for these drugs or metabolites. All levels equal to or exceeding the following shall be reported as positive:

Alcohol (CDL holders only)	.02%	(by breath alcohol testing)
Alcohol (all other testing)	.05g%	(by blood)
Amphetamines	500	ng/ml
Cannabinoids	15	ng/ml
Cocaine	150	ng/ml
Phencyclidine	25	ng/ml

Methaqualone	150	ng/ml
Opiates	300	ng/ml
Barbiturates	150	ng/ml
Benzodiazepines	150	ng/ml
Methadone	150	ng/ml
Propoxyphene	150	ng/ml

These levels will remain in effect until such time as they are revised by Federal Legislation or State Statute. All new levels will become effective the date specified within the related legislation.

(d) The laboratory shall report test results to a medical review officer chosen by the County to act on its behalf. These results shall be reported within seven (7) working days after receipt of the specimen by the laboratory. The laboratory shall transmit results to the medical review officer (MRO) in a manner designated to ensure confidentiality of the information. Unless otherwise requested by the County or the employee that records be retained for a longer period of time, all records pertaining to a given specimen shall be retained by the laboratory for a minimum of two (2) years.

(e) Within five (5) working days after receipt of a positive confirmed test result from the MRO, the County shall inform the employee in writing of such positive test results, the consequences of such result, and the options available to the employee. Notification shall be mailed certified or hand delivered. Absent extenuating circumstances, mailed notification shall be deemed received by the employee when signed for, or seven (7) calendar days after delivery, whichever occurs first. A copy of the test results will be provided to the employee with this notification.

Section 6. Employee Challenges and Option to Retest. Within five (5) working days after receiving notice of a positive confirmed test result from the County, the employee may submit information to the Human Resources Office explaining or contesting the test results and why the results do not constitute a violation of this program. The employee will be notified in writing if the explanation or challenge is unsatisfactory to the County. This notice will be hand delivered or delivered via certified mail to the employee within fifteen (15) days of receipt of the employee's explanation or challenge and will state why the employee's explanation is unsatisfactory. All such documentation will be kept confidential and will be retained for at least one (1) year.

An employee may make a legal challenge pursuant to Statute or grieve employment decisions made pursuant to this program in accordance with Article XI. When an employee initiates the grievance process, it shall be the employee's responsibility to notify the Human Resources Director and the laboratory in writing that such a grievance has been filed, reference the chain of custody specimen identification number, and request that the sample be retained by the laboratory until final disposition of the grievance.

During the one hundred and eighty (180) day period following the employee's receipt of a positive test result, the employee may request that a portion of the original specimen be retested, at the employee's expense. The retesting must be done at another State licensed or NIDA approved laboratory and must be tested at equal or greater sensitivity for the drug in question as the first.

Section 7. Rehabilitation. Any employee who feels that (s)he has developed an addiction to, dependence upon, or a problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Employees may seek such assistance through the County sponsored Employee

Assistance Program (EAP) or other community resources.
Rehabilitation is the responsibility of the employee. Any employee seeking medical attention for alcohol misuse or drug abuse will be entitled to benefits only to the extent specified under the County's group health insurance program EAP. Employees required to be absent from the workplace while in treatment may request a medical leave of absence in accordance with Section VIII. An employee shall be permitted to utilize all available accumulated paid leave before being placed in a leave without pay status.

Upon successful completion of the EAP or other treatment program, the employee shall be reinstated to the same or equivalent position that was held prior to such rehabilitation.

The County will not discharge, discipline or discriminate against an employee solely on the basis of any prior medical history revealed to the County pursuant to this policy.

The County will not dismiss, discipline or discriminate against an employee solely upon the basis of an employee voluntarily seeking treatment for an alcohol or drug problem. However, appropriate disciplinary action will be taken if the employee has previously tested positive for a drug and/or alcohol use, and has sought treatment through the EAP or entered a drug and/or alcohol rehabilitation program for drug related problems while in the County's employ.

Section 8. Violations and Continued Employment. Employees who violate this Drug Free Workplace Policy with a first time positive confirmed drug and/or alcohol test will be referred to the County EAP or other community alcohol and drug rehabilitation programs as appropriate. However, use of the EAP or other rehabilitation resources will not prevent the County from taking appropriate disciplinary action for violations of other County policies. Employees referred to the EAP or other rehabilitation program as a result of a first violation will be allowed to continue employment with the County provided that:

(1) They contact EAP or other rehabilitation resource and strictly adhere to all terms of treatment and counseling prescribed; and

(2) They immediately cease any an all abuse of alcohol or drugs; and

(3) They consent in writing to periodic unannounced testing in accordance with Section 4(e) of this Addendum for a period of up to two (2) years after returning to work or completion of any rehabilitation program, whichever is later. If the employee separates employment prior to completing the mandatory two (2) year random follow up testing, he/she will be required to complete that testing if re-hired by the County.

(4) They pass all drug tests administered under this program.

(5) They execute and abide by an agreement describing the above stated conditions.

Failure to meet any of the above conditions, or a second confirmed positive drug test will result in dismissal from employment.

Randall H. Reid County Manager	Roger Cox President, Local #3852
Date	Date
Kim Baldry Human Resources Manager	Date

ACKNOWLEDGMENT OF RECEIPT OF THE ALACHUA COUNTY DRUG FREE WORKPLACE AND DRUG TESTING PROGRAM PACKET AND CONSENT TO TEST AND RELEASE RECORDS

I hereby acknowledge that I have received a copy of Alachua County Board of County Commissioner's Drug Free Workplace and Drug Testing Program packet and/or a copy of the union article.

I further state that I have read or will read, or have had or will have read to me, all sections of this Drug Free Workplace and Drug Testing Program prior to any testing being performed. As a final applicant, I understand that violation of any provision of this policy may lead to withdrawal of offer of employment. As a County employee in a state-regulated classification, I understand that violation of any provision of this policy may lead to disciplinary action up to and including termination of employment, even for a first offense. I also understand that violation of any provision of this policy may result in the forfeiture of workers' compensation benefits.

Finally, I agree that neither the issuance of these policies, nor the acknowledgment of its receipt, constitutes or implies a contract of employment or a guaranteed right to recall.

I hereby authorize the records custodian for the drug testing facility to release only to the Alachua County Personnel Office and/or Risk Management Office all information and records relating to drug tests performed on any specimens provided by me as a post-offer candidate, Commercial Driver's License (CDL) holder or current employee of Alachua County, including any and all records, charts, reports, notes, test results, documents and correspondence. I understand that Alachua County, the laboratory conducting the drug and/or alcohol test, the Medical Review Officer (MRO) and other medical providers may be aware of my test results and will keep them confidential.

I understand that my test results as a post-offer candidate, CDL holder or current employee of Alachua County will be provided to the Alachua County Risk Management Office and other supervisory staff.

_____ _____

Employee or Final Candidate Signature Employee Name Printed

_____ _____

Date of Birth Date/Time Signed

_____ _____

Department Position

_____

Witness

For Final Candidates Only:

I understand that my post-offer drug and/or alcohol test is scheduled with _____, located at _____, Gainesville, Florida, on _____ at _____.

SUPPLEMENTAL AGENDA

April 12, 2011

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

ITEMS TO BE ADDED TO THE REGULAR AGENDA

- ***Consent to Hire (Promote) Court Services Director,*** *per Randall Reid (to follow Item # 11)*

ITEMS TO BE DEFERRED

- ***ITEM # 4: Annual Disaster debris Removal, Reduction and Disposal Services,*** *per Betty Baker*

Alachua County Agenda

back to **agenda composer** hel

Item Author : View Agenda Item

Agenda
April 12, 2011 Regular BoCC Meeting

Category
Governmental Units

Sub-Category
County Manager Reports

Item Type

Title
Consent to Hire (Promote) Court Services Director effective April 13, 2011 and approve designating the Court Services Director classification as Senior Management Service Retirement class.

Amount
NA

Description

Hire (promote) Thomas A. Tonkavich as the Court Services Director effective April 13, 2011 and authorize the designation of the Court Services Director classification as Senior Management Service Retirement Class effective April 13, 2011.

Recommendation
Confirm the appointment of Thomas A. Tonkavich as Court Services Director at the annual salary of $86,000.00 and approve the retirement designation of the Court Services Director classification..

Alternative(s)
Do not confirm the appointment of Thomas A. Tonkavich as Court Services Director or approve the retirement designation of the Court Services Director classification.

Requested By
Randall H. Reid

Originating Department
County Manager's Office

Attachment(s) Description
Thomas A. Tonkavich's application and resume

Documents Requiring Action
NA

Executive Summary
The former Court Services Director retired effective September 30, 2010. After an extensive and comprehensive recruitment and interview process, Mr. Thomas A. Tonkavich was selected as the top candidate.

Background

Upon learning of the upcoming retirement of the former Court Services Director, a nation-wide recruitment effort was undertaken. After advertising the position for two months, the County received 143 applications which were screened and 10 applicants were invited for interviews. The 10 applicants were subjected to a full day process which included panel interviews with two separate panels comprised of Tony Jones, City of Gainesville Police Chief, Allison Thompson, Executive Director for Three Rivers Legal Services, Tina St. Clair, State of Florida Children and Families Services Mental Health Programs Supervisor, Kevin Thorpe, Pastor of the Faith Missionary Baptist Church, Martha Lott, Chief Judge, Eighth Judicial Circuit, Robert Woody, Alachua County Jail Director, Ann Marie Giltner, Acting Inmate Administration Manager in Orange County, Betty Baker, Alachua County Administrative Services Director and Elmira Warren, Alachua County Community Support Services Director.

The panel members presented their observations and impressions of the ten candidates to the County Manager, who then interviewed the four in house candidates and two external candidates.

Mr. Thomas A. Tonkavich emerged as the most qualified candidate and was offered the position of Court Services Director, effective, April 13, 2011, contingent upon the successful completion of a criminal background test and a drug/alcohol test, and confirmation by the Board.

Mr. Tonkavich received his Bachelor's degree in Psychology/Sociology from Central Michigan University and his MBA from Saginaw Valley State University. Mr. Tonkavich has extensive experience in the Criminal Justice field and extensive managerial experience. He served as a Youth Specialist and Community Service Worker for the Michigan Family Independence Agency in Michigan. He became the Executive Director of the CORY Place, Inc., which assists runaway youth and their families. Mr. Tonkavich then became the Executive Director of BASIS, Inc., an agency which provides residential and outpatient substance abuse treatment, prevention activities and HIV case management services. Mr. Tonkavich was appointed the Director of Recreation and Youth Development by the Board of County Commissioners. Bay County Michigan where he served as the director of a juvenile detention facility and community corrections program. He also was responsible for the administration and daily operations of the golf course, swimming pool ice arena and various community initiatives. Mr. Tonkavich then joined Alachua County as the first Jail Population Manager in Alachua County.

The County manager has the authority to recommend classifications for inclusion in the Senior Management Retirement Class and is requesting that this classification be included. There are seven other County positions currently in the Senior Management Retirement Class to date.

Issues
NA

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachments: (list)
- Thomas A. Tonkavich's application and resume

Alachua County
Board of County Commissioners

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

Administration
Randall H. Reid
County Manager

April 6, 2011

Thomas Tonkavich
7049 NW 51st Way
Gainesville, FL 32653

Mr. Tonkavich:

I am pleased to make you an offer of employment as the Alachua County Court Services Director.

I am offering you the position at $86,000.00 per year.

I am offering you the option of going into the Florida Retirement Senior Management Service Class or Senior Management Service Optional Annuity Program.

This offer of employment in contingent upon your successful completion of a drug/alcohol test and a criminal background check and confirmation by the Board of County Commissioners on April 12, 2011. Your anticipated starting date as the Court Services Director is April 13, 2011.

If you accept these terms and conditions of this offer, please sign acceptance below.

Thomas Tonkavich — Date: 4/11/11

Sincerely,

Randall H. Reid
County Manager

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

An Equal Opportunity Employer M.F.V.D.

Thomas A. Tonkavich
7949 NW 51st Way, Gainesville, Fl 32653 (352) 222-8122 (home) (352) 491-4650 (work)

Career Objective

Director of Alachua County Department of Court Services

Education

Master of Business Administration; Saginaw Valley State University, University Center, MI. Emphasis in Marketing and Accounting, GPA 3.9. December 1990

Bachelor of Liberal and Applied Arts and Sciences; Central Michigan University, Mt. Pleasant, MI. Psychology and Sociology majors, GPA 3.2. July 1978

Work Experience

June 2006 to present
Alachua County Department of Court Services
14 NE 1st Street, Gainesville, FL, 32601
Jim Santangelo, Acting Director, (352) 338-7390

Jail Population Manager: Leadership of a new work team comprised of eight (8) staff focused on improved management of the overall jail population. Primary duties involve supervision of staff that screen, assess, and release people in jail to various alternative programs. Created routine and specialized data reports to assist system stakeholders with analysis and foster discussion of key jail population management strategies. Work in close partnership with all community leaders to implement new programs designed to divert substance abusers and the mentally ill from jail. Co-leader of the Urban Institute Justice Reinvestment at the Local Level initiative working to achieve sustained reductions in the jail population through the implementation of new interventions. As a member of the department's management team, assist with the leadership and transformation of the agency to increase the use of evidence based practices including normalized risk and needs assessments and motivational interviewing.

August 1994 to June 2006
County of Bay, 515 Center Ave., Bay City, MI, 48706
Thomas L. Hickner, County Executive, (989) 895- 4130

Director of Recreation &Youth Development: Appointed by the Board of County Commissioners to serve as the director of the juvenile detention facility and community corrections program. Also responsible for the administration and daily operations of the golf course, swimming pool, ice arena, and various community initiatives. Department budget exceeds $5 million, 7 division heads, 17 full-time and 75+ part time and seasonal staff.

Key Accomplishments: implementation of community correction alternatives including pre-trial services, zero tolerance drug testing, and cognitive change treatment. County-wide expansion of summer youth recreation and after school programs. Construction of a new ice arena and additional secure detention beds. Awarded grants from federal, state, foundation, and corporate sources.

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Work Experience, cont.

March 1984 to August 1994
BASIS, Inc., 515 Adams, Bay City, MI. 48706
Richard Kafka, President, Board of Directors, (989) 894-2991

Executive Director: Overall leadership and agency administration providing residential and outpatient substance abuse treatment, prevention activities, and HIV case management services. Supervised a staff of 30, implemented an annual budget of $830,000, and developed a $230,000 fund balance. Key Accomplishments: awarded contract with Federal pretrial and probation services, automation of accounting and 3rd party reimbursement systems, adolescent treatment, and JCAHO/CARF accreditation.

August 1982 to March 1984
CORY Place, Inc., 581 No. Scheurmann Rd. Bay City, MI. 48706
Kathy Kinkema, President, Board of Director, (989) 895-5563

Executive Director: Led the agency efforts to assist runaway youth and families through counseling and shelter care. Supervised 5 employees and several volunteers. Obtained funding through various federal and state contracts, United Way, and special event fundraising activities.

June 1980 to June 1982
Michigan Family Independence Agency, Bay County
1399 W. Center Ave., Essexville, MI. 48732
Orville Hansen, Supervisor (retired) (989) 895-2161

Community Services Worker: Managed a caseload to coordinate and provide direct services to delinquent youth and their families. Initiated a day treatment drop in program to conserve financial resources and increase the intensity of services. Provided counseling, GED preparation, and employment readiness training.

August 1978 to June 1980
Michigan Family Independence Agency, Bay County Parmenter House
706 Fifth St., Bay City, MI, 48706
Frank Hose, Director (989) 895-2161

Youth Specialist: Supervised 12 juvenile delinquents in a residential setting as part of a treatment team. Provided counseling and employment readiness training. Led, organized, and participated in experiential activities like wilderness camping and white water rafting.

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Knowledge, Skills, and Abilities

Knowledge of regulations and laws applying to the juvenile and adult criminal justice system, OSHA, EEO, ADA, and Drug Free Workplace. Well versed in the principles of governmental budgeting, financial reporting, grant writing and reporting requirements. Formal education includes leadership and motivation, behavioral and organizational change, criminal justice population management strategies, marketing, and strategic planning.

Skills evidenced by successful recruitment, development, and motivation of a diverse workforce. Computer literate, especially with data base, word processing, and spreadsheet applications. Excellent written and public speaking skills. Strategic thinker focused on long term planning based on analysis and forecasting of patterns and trends.

Abilities evidenced by completion of various work group goals including the implementation of new forensic treatment services, development of the Centralized Screening Team, and annual United Way campaign. Developed and implemented systems of employee scheduling, case management, and written business plans. Strong participatory leader.

Certifications

Certified Pretrial Services Professional (CPSP)
National Association of Pretrial Services Agencies, expires February 28, 2012

Criminal Justice Information Services (CJIS)
Florida Department of Law Enforcement, expires February 3, 2011

Advanced Citizens Academy, Gainesville Police Department, April 2007

Alachua County
Board of County Commissioners

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

Administration
Randall H. Reid
County Manager

April 12, 2011

To: Honorable Lee Pinkoson, Chair, Commissioners Baird, Byerly, and DeLaney

From: Honorable Rodney J. Long

RE: Supplemental Agenda Item: Confirmation by the Board to hire/promote Court Services Director effective April 13, 2011 and approve designating the Court Services Classification as Senior Retirement Management Retirement Class

Request:

o defer the above item until the first available meeting after the Manager's return from vacation to allow more time to receive the following: (1) information listed on page 3, (2) a review and report from the Human Resources and Equal Opportunity Department of the selection process, and (3) a review and report of the proposed hire from the Human Resources and Equal Opportunity Department as outlined and approved in the following policies on October 12, 2010; Equal Opportunity Policies: Policy No.4-6, 9 a ii), b, ii), iii), iv), and v).

Background:

As each of you know, one of the adopted values of the Board is Diversity in our Workforce. On April 27, 2010, the Manager proposed to include an additional 35 employees in the Executive Service Pay Plan that would have allowed employees placed in this plan under special exceptions to be hired without a competitive process under Policy 3-2 Recruitment and Selection approved by the Board on March 25, 2003. I requested and the Board agreed to agenda this item for a workshop which was held May 4, 2010. At the May 4th workshop meeting, I raised concerns that the policy was not being used as it was intended by the Board to promote upward mobility and diversity. I provided examples of the special exception to waive the rules without a competitive process since 2003 and the results of the hires under the exceptions. The results were the hiring of the Assistant County Manager, the Growth Manager Director, the Public Safety Director and the Fire Chief. At that meeting I requested and the Board approved a Workforce Analysis Report to be completed from 2003-2010.

In addition, I asked that several questions be answered when the report returns to the Board (see questions in the attached Workforce Analysis Executive Summary).

I also recommended the following revisions to the Board Policies to be returned along with the Workforce Analysis; Recruitment and Selection Policy No. 3-2 (2c) *For the Executive Service and Professional level positions identified in Appendix XX, the Board of County Commissioners must approve all waivers requested under #2, Exceptions to the General Rule, listed above. The Administrating Official must show evidence of a clearly demonstrated good faith effort to achieve the goals and objectives of the current Equal Employment Opportunity Plan prior to requesting the waiver. The Equal Opportunity Office must review and comment on these requests prior to their being placed on the Board's agenda. These requests for approval will be presented to the Board as a regular agenda item during a regularly scheduled Board meeting.*

Equal Opportunity Policy No. 4-6 9 a ii) *Ensuring that employment decisions are in accordance with both County equal employment policy and state and federal equal employment laws and regulations*; Policy 4-6 9 b. *The Equal Opportunity Program includes an Expanded Recruitment Plan, which is a voluntary effort by the Board of County Commissioners to address areas of underutilization (low representation) of women and minorities within the County's workforce, based on federally established guidelines. Program activities include: i) Developing and presenting to the BoCC a bi-annual Equal Employment Opportunity Plan, ii) Conducting expanded recruitment efforts aimed at increasing the diversity of the applicant pool, iii) Notifying hiring supervisors of applicants in the qualified pool who fall in the groups under-represented in the County's workforce demographics, and iv) Monitoring the hiring and selection process. v) Reviewing and commenting on the recruitment and selection process prior to an offer being made to ensure that departments have demonstrated a good faith effort to achieve the goals and objectives of the current Equal Employment Opportunity Plan, and vi) Developing and presenting to the BoCC a quarterly hiring activity report containing all employee actions; i.e. hires. separations, raises, promotions, disciplines, etc. by department and EO category.*

The quarterly report will include a status update on the current Equal Employment Opportunity Plan. On August 2, 2010, Administrative Services Director Betty Baker presented the draft Workforce Analysis Report and proposed policy changes to the Equal Opportunity Program and Personnel Policies 3-2, 4-1, 4-6 and 4-9 (see attached approved policies)s. The Board referred the revised policy changes to the County Manager and staff for inclusion in current policies. In addition, the Board approved not including the additional 35 employees in the Executive Services Pay Plan. At the October 12, 2010 meeting, Betty Baker, Administrative Services Director presented the proposed policy changes. The Board unanimously approved the revisions to Policy No. 3-2 Recruitment and Selection; Policy No. 4-5, Performance Evaluations, and Policy No. 4-6, Equal Opportunity, and the addition of Appendix XX.

This is the first new hire under the new policies approved by the Board to address areas of underutilization (low representation) of women and minorities within the County's workforce. Since this is the first opportunity to address underutilization, and since we have the responsibility of confirming this hire, it is essential that we review the entire process and outcomes to determine if the newly adopted policies are working. If not, we need to determine what revisions are needed to accomplish our goal of a Diverse Workforce.

To assist us in this effort, I am requesting the following information be provided to the Board prior to the meeting when this item is scheduled to be considered:

1. Copies of applications, resumes and letters of reference of all applicants interviewed for the Court Services Director position.
2. The job description including qualifications and other criteria for the Court Services Director position.
3. A report from Human Resources and the Equal Opportunity Manager of the process used to interview the applicants in accordance with Policy No. 4-6, 9 b, 9b ii, 9b iii, 9b iv, and 9b v.
4. A report from Human Resources and the Equal Opportunity Office showing whether or not Policy No. 4-6 1c Veterans Preference was applicable in this job offer and if it was given to eligible veterans in accordance with Florida Statutes.
5. Included in the report from the Human Resources and Equal Opportunity Manager, explain how this proposed hire will address the Board's effort to address the areas of underutilization in the workforce.
6. A matrix from Human Resources of all candidates listing their experience, knowledge and years of service in criminal justice, education, supervisor experience including number of employees supervised, budgeting experience, and other identified criteria listed in the job description
7. Copies of all questions asked by each member of the interview panels of each applicant.
8. Copies of written responses or notes including personal observations, impressions and ranking of each applicant from members of the interview panels.
9. The names, professions and contact information of each member of the interview panels.
10. Guidelines if any provided by the Manager to each panel as to his desires for the new Court Services Director.
11. All documents computerized and written including questions and responses asked by the Manager of each applicant during or regarding their personal interviews.

In closing, at the March 22, 2011 meeting, the Board approved the Diversity and Inclusion & Workforce Development Framework and implementation Program. This framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve.

I hope the above background information and request for information will be helpful to each of you as we prepare to discuss and consider confirmation for the appointment of this position. I ask that each of you as a part of your due diligence consider contacting the members of the interview panels directly for their impressions and thoughts. As the inaugural appointment under our newly adopted policies, we must ensure that not only the best qualified candidate was selected, but all of our policies and procedures were adhered to as well.

cc. Randall Reid, County Manager
Dave Wagner, County Attorney
Betty Baker, Administrative Services Director
Kim Baldry, Human Resources Director
Jackie Chung, Equal Opportunity Manager

Alachua County

Board of County Commissioners

Workforce Analysis Report

June 28, 2010

Contributing Departments/Divisions:

Department of Administrative Services

- Office of Equal Opportunity
- Human Resources
- Organizational Development & Training

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EXECUTIVE SUMMARY

At its informal meeting on Tuesday, May 4, 2010, Commissioner Rodney Long requested answers to the following questions regarding the proposed additions to the Executive Service Pay Plan, hereinafter known as the "Plan":

1. How many employees are currently in the Plan?
2. Why are 35 classifications being added to the Plan?
3. Who is responsible for hiring, training and firing employees in the Plan?
4. Do these employees serve at the will of the Manager and, if so, explain.
5. How many of these employees have been hired under the exceptions adopted by policy (revisions to the Employee Policy Manual) on March 25, 2003?

Commissioner Long also requested that staff not implement the proposed changes to the Executive Pay Plan at this time, and requested that the County Manager and County Attorney review Employment Policies 3.1 and 3.2. This review will include:

a). an analysis of the County workforce from June, 2003 to present by demographics and

b). an analysis of the employees hired under exceptions to Policy 3.2 for the period of 2003 to May 2010, reported as the total # hired and the percentage of Executive Service employees to non- Exc. Svc. by the same demographics. Commissioner Long requested that staff bring back the review in a workshop format within thirty days.

Below is a summary of the findings and answers to the questions asked at the May 4, 2010, meeting.

1. **How many employees are currently in the Plan?**
   There are 22 classifications in the Executive Pay Plan, with 19 employees; The following Executive Service classifications are currently vacant: Assistant County Attorney, Assistant to the County Manager, Associate Counsel and Economic Development Coordinator. There are two employees in the Assistant County Attorney classification.

2. **Why are 35 classifications being added to the Plan?**
   The County Manager requested moving these classifications to the Executive Service Pay Plan in order to provide additional flexibility for him and department directors in managing employees and to follow national Human Resources trends in management.

3. **Who is responsible for hiring, training and firing employees in the Plan?**
   The current supervisor/department director will continue to hire, train and fire employees.

4. **Do these employees serve at the will of the Manager and, if so, explain?**
   These classifications serve at the will of the Manager in the sense that all employees are under the authority of the County Manager, other than the employees in the Attorney's Office. The department director will continue to have hiring/discipline/firing authority over employees in their departments and under their supervision.

. **How many of these employees have been hired under the exceptions adopted by policy (revisions to the Employee Policy Manual) on March 25, 2003?**

Three employees (16%) currently in Executive Service were hired/promoted with no recruitment process. Forty-two (5.2%) non-executive service positions were filled by appointment without a recruitment process. These recruitment waivers were recommended by a diverse group of supervisors. A detailed analysis of these positions is included in the charts that follow this summary.

. **Summary of Utilization Analysis**

The Alachua County Utilization Analysis compares the County's workforce with the qualified labor pool available, broken down by gender and ethnicity in the eight job categories established by federal guidelines for public sector employers. The relevant qualified community labor force (CLF) is based on the 2000 Census for Alachua County. The eight job categories are: Officials/Administrators, Professionals, Technicians, Protective Services Sworn, Protective Services Non-Sworn, Administrative Support, Skilled Craft and Service Maintenance.

The Utilization Analysis identifies the job categories where females and minorities are under-represented in the County's workforce, based on the CLF. Differences of -3% or greater are considered significant under-utilization. This report compares the 2003 and 2010 Utilization Analyses.

he 2003 analysis shows the following areas of under-utilization:

1. White females in Officials, Professionals, Technicians, Protective Services, Skilled Craft and Service Maintenance
2. Black or African-American females in Protective Services, Administrative Support and Service Maintenance
3. Black or African-American males in Protective Services
4. Hispanic males in Protective Services

he 2010 analysis shows the following areas of under-utilization:

1. White females in Officials, Professionals, Technicians, Protective Services and Service Maintenance
2. Black or African-American females in Technicians, Protective Services and Service Maintenance
3. Hispanic females in Protective Services and Administrative Support
4. Black or African-American males in Protective Services
5. Hispanic males in Service Maintenance
6. Asian males in Professionals

A comparison of the 2003 and 2010 utilization analyses shows that under-utilization of females and minorities n the County's workforce continues to be an issue, despite recruitment efforts to increase the diversity of the pplicant pool. Overall, in the total current workforce there is greater under-utilization of females (-13.1%) nan ethnic minorities (-1.6%). There has, however, been some improvement in the utilization rates in some ob categories. For example, the under-utilization of White females in the Officials category has decreased om -17% in 2003 to -10.7% in 2010. The under-utilization of Black or African American females in the dministrative Support category has decreased from -21.5% in 2003 to +10.1% in 2010.

he Protective Services job category, which traditionally has not had a diverse applicant pool, has shown some nprovement, largely due to the special recruitment program specifically designed for the Fire-Rescue field. he under-utilization of Black or African-American males in Protective Services decreased from -9.2% in 2003

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to -5.8% in 2010, and the under-utilization of Hispanic males decreased from -3.1% in 2003 to -1.9% in 2010. **Tables 8 and 9** show the utilization rates for 2003 & 2010, by race and gender.

Effective: 6/16/2003

Alachua County Employee Policy Manual

Bargaining Unit employees should review their appropriate Collective Bargaining Agreement (CBA) to determine if this policy applies to them. In case of a conflict between the applicable CBA and these policies, the provision in the CBA controls.

Recruitment and Selection

Policy No.: 3-2
Revision No.: 1

Effective: 10/12/2010
Review Date: 10/12/2011

OVERVIEW: It shall be the policy of the Board to recruit, select, and promote employees on the basis of their qualifications and relative knowledge, skills, and abilities.

SCOPE: This policy applies to all vacancies, including temporary positions, except Unclassified Service positions.

PROVISIONS:

1. **General Rule.** All employees shall be hired by competitive selection in accordance with policies established by the Board and procedures established by the Administrating Official.
   a. No position shall be filled unless a vacancy has been posted in accordance with recruitment and selection procedures, except as otherwise provided by policy.
   b. Board of County Commission (BoCC) employees who have exited under the State of Florida Deferred Retirement Option Program (DROP) shall not be eligible for re hire for twelve (12) months following their termination under DROP. Once the twelve (12) month period after terminating has elapsed, the DROP employee may be re-hired pending Board approval.

2. **Exceptions to the General Rule.**
   a. Under special circumstances, the Administrating Official may waive the general rule of competitive selection. Special circumstances include:
      i. When the applicant has recently participated in the competitive selection process for another position.
      ii. When an employee is successfully acting in a position, whether or not the employee meets the minimum qualifications.
      iii. Hiring for positions in the Executive Service.
      iv. Other circumstances where applying the general rule will significantly hamper County operations.
   b. A vacant position may be filled by emergency appointment by the Administrating Official for a period not to exceed six months, provided that there was a good faith effort by administration to achieve the goals and objectives of the current Equal Employment Opportunity Plan.
   c. For the Executive Service and Professional level positions identified in Appendix XX, the

Board of County Commissioners must approve all waivers requested under #2, Exceptions to the General Rule, listed above. The Administrating Official must show evidence of a clearly demonstrated good faith effort to achieve the goals and objectives of the current Equal Employment Opportunity Plan prior to requesting the waiver. The Equal Opportunity Office must review and comment on these requests prior to their being placed on the Board's agenda. These requests for approval will be presented to the Board as a regular agenda item during a regularly scheduled Board meeting.

d. A department director may fill a position while the departing incumbent is still in the position, when the department director determines that overlap is necessary.

Effective: 9/23/2009

Alachua County Employee Policy Manual

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Equal Employment Opportunity

Policy No.: 4-6
Revision No. 2

Effective: 10/12/2010
Review Date: 10/12/2011

OVERVIEW: This policy defines the County's commitment to equal employment opportunity for all persons employed by the County.

SCOPE: This policy applies to all persons employed by the Board of County Commissioners.

PROVISIONS:

1. **Policy**
   a. The Board of County Commissioners will provide a work environment that is free from discrimination and harassment based on race, color, religion, age, marital status, sex, national origin, disability, sexual orientation or political affiliation, including such conduct from vendors, customers or others who enter our workplace. This policy is further explained in the Equal Opportunity handbook, which can be accessed by following this link: http://alachuacounty.us/assets/uploads/images/eo/EOHandbook2.pdf
      i. The Workplace Harassment Policy Statement is found in Appendix B.
   b. Discrimination against any person in recruitment, examination, appointment, training, promotion or any other employee action because of political or religious opinions or affiliations or because of race, color, age, marital status, sex, national origin, disability or sexual orientation is prohibited.
   c. Veterans' Preference shall be given to eligible veterans in accordance with Florida Statutes.

2. **Prohibited Behavior**
   a. Offensive conduct or harassment that is of a sexual nature, or based on race, color, religion, age, marital status, sex, national origin, disability, sexual orientation or political affiliation, is prohibited.
   b. Conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment or that unreasonably interferes with an individual's work performance is considered harassment and is strictly prohibited. Such conduct includes, but is not limited to:
      i. Unwelcome touching,
      ii. Unwelcome attention of a sexual nature,
      iii. Requests for, or expectations of, sexual favors,
      iv. Sexual, racial, ethnic jokes, innuendoes or profanity,

v. Offensive written or spoken language, or physical gestures.
vi. Offensive posters, cartoons, jokes and slurs,
vii. Name calling or nicknames that may be offensive,
viii. Jokes that demean another individual or a group of individuals,
ix. Offensive verbal, visual or physical conduct,
x. any type of "bullying" behavior.

3. **Disciplinary Action**
   a. Harassment is a form of employee misconduct that undermines the integrity of the employment relationship. This type of misconduct is grounds for disciplinary action, up to and including termination.
   b. The County holds supervisory employees to a higher standard of conduct and makes them responsible for ensuring that the work environment is free from harassment.
   c. Violators of the County's prohibition against unlawful discrimination or harassment will be subject to prompt, appropriate disciplinary action.

4. Responsibility to Report

a. Any employee who feels that he or she is the victim of harassment based on race, color, religion, age, marital status, sex, national origin, disability, sexual orientation or political affiliation must report the harassment to the supervisor, department of division head, or the EO Manager immediately.
b. Any employee who has knowledge of such behavior also has the responsibility to report it to a supervisor, department or division head, or directly to the EO Office. An employee filing a complaint under this policy is not required to report through the normal chain of command, but may go directly to the EO Office. Complaints may be submitted verbally or in writing; whoever receives a verbal complaint must document the report as completely as possible.
c. A supervisor who is aware of an incident of harassment must immediately notify the EO Manager. The EO Office will respond to reports from employees and supervisors, conduct an investigation and advise the department director regarding the recommended corrective action, if warranted.

5. EEO Complaint Procedures

a. Any employee or applicant for employment shall have the right to file a discrimination complaint.
b. Complaints received by the Equal Opportunity Office are reviewed for jurisdiction before being accepted for formal investigation, i.e., the alleged discriminatory act must be based on race, color, religion, age, marital status, sex, national origin, disability, sexual orientation or political affiliation, (as covered under these Regulations).
c. However, upon request, the Equal Opportunity office will assist to the extent possible in the resolution of any employee concern or complaint brought to its attention, and offers mediation as another option for resolving employee conflicts.

6. EEO Complaint Process

a. Employees, and applicants for employment, must file a complaint of discrimination with the EO office within 180 days of the alleged discriminatory act, or Complainant's (person filing complaint) knowledge of the alleged discriminatory act.
b. The Complainant and the Respondent (the accused) may provide a list of witnesses for testimony in support or denial of the charges, and submit any documents related to or pertinent to the allegations.
c. An investigation of the charges will be conducted, which may include an informal hearing of the persons involved and/or on-site interviews of potential witnesses. This hearing shall not be bound by formal rules of evidence.

d. Within 90 days of receiving a formal complaint, the EO Manager will submit a final investigative report directly to the Administrating Official.
   i. In extenuating circumstances the Administrating Official may grant an extension for the submittal of the final investigative report.
e. Within 15 days of receiving the final investigative report the Administrating Official will issue a written response to both the Complainant and the Respondent.
f. This response shall either offer a remedy or relief, or dismiss the charges.
g. Complaints, investigations and reports shall be kept confidential unless disclosure is required by law.

7. Retaliation

a. Retaliation against any person for bringing an allegation forward, filing a complaint or participating in an investigation of alleged unlawful discrimination is strictly prohibited.
b. Complaints made in good faith, even if determined to be unfounded, will not be held against an employee.
c. Under no circumstances will an employee be penalized for reporting unlawful or improper conduct prohibited by these policies.
d. Any employee who feels that he or she is being retaliated against for filing a complaint or participating in an investigation must report the retaliation to the EO Manager immediately.

8. Equal Opportunity Advisory Committee (EOAC)

a. The Administrating Official shall establish an Equal Opportunity Advisory Committee which shall act in an advisory capacity to the EO Manager on matters relating to equal opportunity in employment.
b. This committee shall consist of at least nine employees, (and may be jointly made up of County and Library District employees) one of whom shall be designated as chair, and shall meet not less than semi-annually. The primary duties of the EOAC shall be to:

   i. Promote diversity in the workplace,
   ii. Provide recommendations on equal opportunity issues presented to them by the EO Manager,
   iii. Assist in the on-going review of the EO Handbook, recommending changes as needed, and
   iv. Relay pertinent information discussed in committee meetings to supervisors and co-workers.

9. Equal Opportunity Program

a. It shall be the responsibility of all employees to be aware of and comply with the County's Equal Opportunity Program. The program is intended to promote equal employment opportunity through non-discriminatory practices by:
i) Recruiting, hiring, training and promoting persons in all job classifications without regard to race, color, religion, age, marital status, sex, national origin, disability, sexual orientation or political affiliation,
ii) Ensuring that employment decisions are in accordance with both County equal employment policy and state and federal equal employment laws and regulations.
iii) Ensuring that all personnel actions and benefits are administered in a non-discriminatory manner, and
iv) Ensuring that programs and services provided are administered in a non-discriminatory manner.
v) Providing the BoCC with an annual report that includes a breakdown by department and EO category all hiring , reclassifcations, bonuses, raises promotions, separations, transfers and training. The annual report will include a summary of EO contacts, complaints and corrective actions.

b. The Equal Opportunity Program includes an Expanded Recruitment Plan, which is a voluntary effort by the Board of County Commissioners to address areas of underutilization (low representation) of women and minorities within the County's workforce, based on federally established guidelines. Program activities include:

i) Developing and presenting to the BoCC a bi-annual Equal Employment Opportunity Plan,

ii) Conducting expanded recruitment efforts aimed at increasing the diversity of the applicant pool,

iii) Notifying hiring supervisors of applicants in the qualified pool who fall in the groups under-represented in the County's workforce demographics, and

iv) Monitoring the hiring and selection process.

v) Reviewing and commenting on the recruitment and selection process prior to an offer being made to ensure that departments have demonstarated a good faith effort to achieve the goals and objectives of the current Equal Employment Opportunity Plan, and

vi) Developing and presenting to the BoCC a quarterly hiring activity report containing all employee actions; i.e. hires. separations. raises, promotions, disciplines, etc. by department and EO category. The quarterly report will include a status update on the current Equal Employment Oportunity Plan.

Effective: 9/23/2009

Alachua County Employee Policy Manual

Bargaining Unit employees should review their appropriate Collective Bargaining Agreement (CBA) to determine if this policy applies to them. In case of a conflict between the applicable CBA and these policies, the provision in the CBA controls.

SECTION FOUR: EMPLOYMENT AND EMPLOYEE JOB PERFORMANCE

Policy No.: 4-1 Effective: 09/23/2009

Revision No.: 1 Review Date: 090/23/2010

Board Policy

1. All employees shall be appointed to a position in the Board Appointed, Executive Service, Classified Service, or Unclassified Service pay plans. The appointment of a department director shall require confirmation by the Board. Employment, promotion or transfer of employees in Classified Service shall not be permanent until a probationary period is satisfactorily completed.

2. Administrating Officials will establish a standard performance evaluation form reflecting the County's values. All permanent employees will receive an annual performance evaluation. All supervisors will be rated on their performance as supervisors.

3. The Board of County Commissioners will provide a work environment that is free from discrimination and harassment based on race, color, national origin, religion, sex, marital status, age, disability, sexual orientation or any other protected category, including such conduct from vendors, customers or others who enter the workplace. Discrimination against any person in recruitment, examination, appointment, training, promotion or any other employee action because of political or religious opinions or affiliations or because of race, color, age, sex, national origin, disability or sexual orientation is prohibited. Veterans' Preference shall be given to eligible veterans and spouses of eligible veterans in accordance with Florida Statutes.

Effective: 9/23/2009

Alachua County Employee Policy Manual

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New Employee Orientation

Policy No.: 4-9
Revision No.: 1

Effective: 09/23/2009
Review Date: 09/23/2010

OVERVIEW: This policy demonstrates the County's commitment to providing an informative and meaningful introduction into the County service to all newly hired employees.

SCOPE: This policy applies to all newly-hired regular full and part-time employees.

PROVISIONS:

1. **General Rule.** Within the first three months of employment, all newly hired employees will attend an orientation-training program coordinated by the Human Resources Office.
   a. In addition, department directors may hold an additional orientation program specific to their department.

2. **General County Employment Information.**
   a. The orientation session will provide information on employee policies, work requirements, and benefits.
   b. Information will be presented orally and supplemented with written materials as appropriate.

3. **Additional Training.** Each department will be responsible for providing adequate on-the-job training to each employee, which will cover the employee's position responsibilities, performance review factors, working conditions, safety requirements, a review of the Employee and Administrative Policies and Procedures and other areas.

4. **Forms.** After receiving orientation, each employee will sign a form indicating receipt and understanding of the information provided.
   a. This form will be maintained in the employee's personnel file.

Tuesday, April 27, 2010 – 9:00 A.M. & 5:00 P.M.

23. Proclamation: "Eat Local Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring May 2010 as "Eat Local Month" in Alachua County, Florida

Commissioner Pinkoson read and presented the Proclamation to Stefanie Samara Hamblen who accepted it with gratitude.

17. Resolution supporting the Development, Relief, and Education for Alien Minors Act
Amount: N/A
Recommended Action: Approve a resolution in support of the Development, Relief, and Education for Alien Minors Act

Commissioner Byerly moved adoption of Resolution 10-31 regarding immigration reform.

Vice Chair Pinkoson recognized Mr. Menendez who presented comments to the Board.

The motion carried 4-0 with Commissioner Chestnut out of the room.

32. Moving classifications from the Non-Bargaining Pay Plan to the Executive Service Pay Plan
Amount: N/A
Recommended Action: Authorize the Manager to move the classifications listed on the attachment from the Non-Bargaining Pay Plan to the Executive Service Pay Plan as the incumbents vacate the positions. Authorize the Manager to revise the Employee Policies to reflect the movement of the classifications on the attached list from the Non-Bargaining Pay Plan to the Executive Service Pay Plan. As two of these classifications have recently been filled, or are in the process of being filled (Chief Fire/Rescue/Deputy Director and Assistant PW Director/Waste Management) it is requested that those classifications, even though encumbered, be moved to the Executive Service Pay Plan.

Commissioner Long stated that this item was approved on the Consent Agenda and requested to rescind the action for further discussions at a later date.

Commissioner DeLaney moved to reconsider the previous action taken pursuant to Rule 26 of the Rules of Procedures. The motion carried 4-0.

Commissioner DeLaney moved to waive Rule 26 and schedule the matter for Tuesday May 2, 2010. The motion carried 4-0.

Public Comments - then resume Public Hearing (5:30 P.M.)

David Donnelly, Alachua County Emergency Management Chief, presented the above item.

Chair Chestnut exited at 11:42 A.M.

County Manager Reports

20. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

County Manager Reid presented a timeline of events regarding the EWS garbage contract and the Alachua County Transfer Station.

Closing Comments
Public Comments - 15 minutes

21. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

There was no one present who wished to address the Board.

Commission Comments

22. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner DeLaney stated that she received a letter from a Mr. Peters about traffic blocking his road. She stated that the matter should be referred to Public Works to address the matter.

Commissioner Long stated that the Joint Meeting with the City of Gainesville has been moved up 2 hours as the County requested. Mr. Long requested that the Mayor of Gainesville and the Chair of the County Commission perform some agenda management to insure that all items will be addressed.

COMMISSION RECESSED AT: 12:11 P.M.
COMMISSION RECONVENED: 5:00 P.M. – Commissioner Chestnut absent

Evening Community Outreach and Public Hearing
Proclamations, Recognitions and Presentations

Tuesday, August 2, 2010 – 1:30 P.M.

5. Workforce Analysis and Comparative Data for Alachua County BOCC
Amount: N/A
Recommended Action: Accept the report of the detailed 2003-2010 Comparative Workforce Analysis and Workforce Utilization Report and provide staff guidance.

Administrative Services Director Betty Baker presented the above item.

Chair Chestnut requested the County Manager provide a written report from the Manager regarding employees who have entered DROP and returned to work for the County after collecting DROP money.

Commissioner Long moved to refer to the County Manager the changes provided in the back up by Mr. Long as well as language restricting employment after DROP to be drafted into a policy format and brought back to the Board for review. Mr. Long added that Veterans and disabled citizens should be included in the quarterly reports.

Commissioner Long's recommendations:

Recommend that staff revise Employee Policy 3-2 to include the following:

b add to end of sentence,

2 ,provided that appointment exhibits the good faith effort of the administration to achieve the goals and objectives of the current Equal Opportunity Plan that is submitted to the Department of Justice.

Add section D to read:

d. The Board must approve all waivers to the rules. These waivers are required to be on the regular agenda. (This policy includes the Executive Service).

1. The waiver must include a clearly demonstrated good faith effort to fill those positions in underutilized categories by the appointing official.

2. The Equal Opportunity must review and approve these requests for waivers prior to them being presented to the Board for Approval.

Tuesday, August 2, 2010 – 1:30 P.M.

EO Policy, Chapter4 1& 9

Add Section V

V. The Equal Opportunity Officer shall provide to the BOCC an annual report titled Diversity Workforce Analysis and Equal Opportunity Plan update to include a breakdown by departments and EO categories all hiring, reclassifications, bonuses, raises, promotions, separations, transfers, employee training, EO complaints, EO contacts, and corrective actions data. Report should be presented prior to the County Managers Annual Performance Evaluation.

Add to Section 9:

IV. Equal Opportunity Officer should review and approve the process prior to an offer being made to the potential candidate to insure that departments have demonstrated every good faith effort to expand the applicant pool to ensure that the county has a workforce that reflects the community.

V. The Equal Opportunity Officer and the Human Resources Director shall present a quarterly hiring activity report in the form of a spreadsheet to the BOCC on all employee actions for example: hires, separations, raises, promotions, disciplines, etc. This report should be on the regular agenda.

Other: The Board not include the additional 35 employees to the Executive Services Plan at this time

Refer to Staff to draft a policy that requires a Diversity component be added to all Department Directors, and supervisors performance evaluations.

Chair Chestnut recognized Armando Grundy, Equal Opportunity Office Interim Director Jackie Chung, and Jermaine Ferguson who presented comments to the Board.

Commissioner Byerly exited at 3:57 P.M.

The motion carried 4-0 with Commissioner Byerly out of the room.

6. Solid Waste Commercial Franchise Application and Transfer Station Use and Disposal Agreement
Amount: $309,400.00
Recommended Action: Approve Solid Waste Commercial Franchise Application and Transfer Station Use and Disposal Agreement between Alachua County and Emerald Waste Services, LLC. (EWS) and authorize the Chair to sign.

Tom Keith, Assistant Public Works Director Waste Management presented the above item.

Tuesday, October 12, 2010 – 9:00 A.M. & 5:00 P.M.

ADDED ITEM:

Policy #3-2, Recruitment & Selection; Policy #4-5, Performance Evaluations and Policy #4-6, Equal Employment Opportunity

Administrative Services Director Betty Baker presented the above item.

Commissioner Long moved to approve the revisions to Policy #3-2, Recruitment & Selection; Policy $4-5, Performance Evaluations and Policy #4-6, Equal Employment Opportunity, and the addition of Addition of Appendix XX. The motion carried 4-0 with Commissioner Byerly out of the room.

Support Services Group

11. Increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects
Amount: $150,000.00
Recommended Action: Approve the use of General Fund Reserves to increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects

Facilities Manager Charlie Jackson and Advantec Consulting Engineer Mike West presented the above item.

Chair Chestnut recognized Construction Manager Avery Wellman who presented comments to the Board.

Chair Chestnut exited at 10:45 P.M.

Commissioner Long moved to approve the use of General Fund Reserves to increase Facilities Division Personal Service Budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects. The motion carried 3-0 with Commissioner Byerly and Chestnut out of the room.

48. Peter Brown Construction Agreement: Alachua County Construction Management Services Agreement between Alachua County and Peter Brown Construction Company (Pre-Construction and Construction Services).
Amount: $70,000.00

Clerk Irby called for each Commissioner's nomination for he Building Industry Related Representative.

Commissioners DeLaney, Long, Pinkoson, and Chestnut nominated Andrew Roberts.

Clerk Irby announced the results of the roll call.

Commissioner Long moved appointment of Andrew Roberts as the Building Industry Related Representative to a term ending July 2014. The motion carried 4-0 with Commissioner Byerly out of the room.

Governmental Units
Advisory Board and Committee Reports

9. Annual Report of the Veteran Services Advisory Board
Amount: N/A
Recommended Action: Hear the presentation by the Veteran Services Advisory Board

Chair Chestnut recognized Veteran's Services Advisory Board President Don Sherry and Veteran's Affairs Director Don Gocek who presented the above item.

County Manager

10. 2011 Proposed Calendar for upcoming Board of County Commission Meetings
Amount: N/A
Recommended Action: Approve the Board of County Commission Regularly Scheduled Meeting Calendar for 2011.

County Manager Reid presented the above item.

Commissioner Pinkoson moved to approve the Board of County Commission Regularly Scheduled Meeting Calendar for 2011. The motion carried 4-0 with Commissioner Byerly out of the room.

February 8, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Diversity, Inclusion, and Workforce Development Framework and Implementation Plan (amended) (Amended)

Amount
N/A

Description
Presentation of the Diversity, Inclusion, and Workforce Development Framework and Implementation Plan

Recommendation
Accept the Diversity, Inclusion and Workforce Development Framework and Plan..

Alternative(s)
Do not accept the plan

Requested By
Betty Baker

Originating Department
Administrative Services

Attachment(s) Description
Diversity, Inclusion, and Workforce Development Framework and Implementation Plan; Budget Report

Documents Requiring Action
N/A

Executive Summary
The Diversity and Inclusion Framework reflects Senior Management Team's vision of creating an innovative organization that works smart, that attracts and leverages diversity in its staff and that will create programs and services that meet the diverse needs of the communities we serve. This Framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes and to enable progress and results to be measured departmentally and organizationally. Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the Implementation Plan.

Background
As the County looks to the future, it must plan for the economic changes that are occurring. As it faces increasing business costs and a weakened state and local economy, it must also address social changes that include the changing demographic of Alachua County. The County views diversity as a business asset and will work to ensure that its workforce represents and reflects the community it serves by undertaking measures to foster an inclusive environment. At the February 2010 Alachua County Commission Retreat, Commissioner Lee Pinkoson suggested that the Special Recruitment and Training Program (a function under the Public Safety Department) be transferred to the Equal Opportunity Division (a function under the Administrative Services Department). After some discussion, a motion was approved by the County Commission directing staff to explore this suggestion. As a component of his 2011 budget message, County Manager Randall Reid recommended a county-wide recruitment and

workforce planning initiative to increase diversity throughout general county government. The current Special Recruitment and Training Program Coordinator would be assigned the responsibility for implementing and managing this county-wide initiative. The transfer has occurred and the attached Implementation Plan demonstrates how the Board's diversity goals can be achieved.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

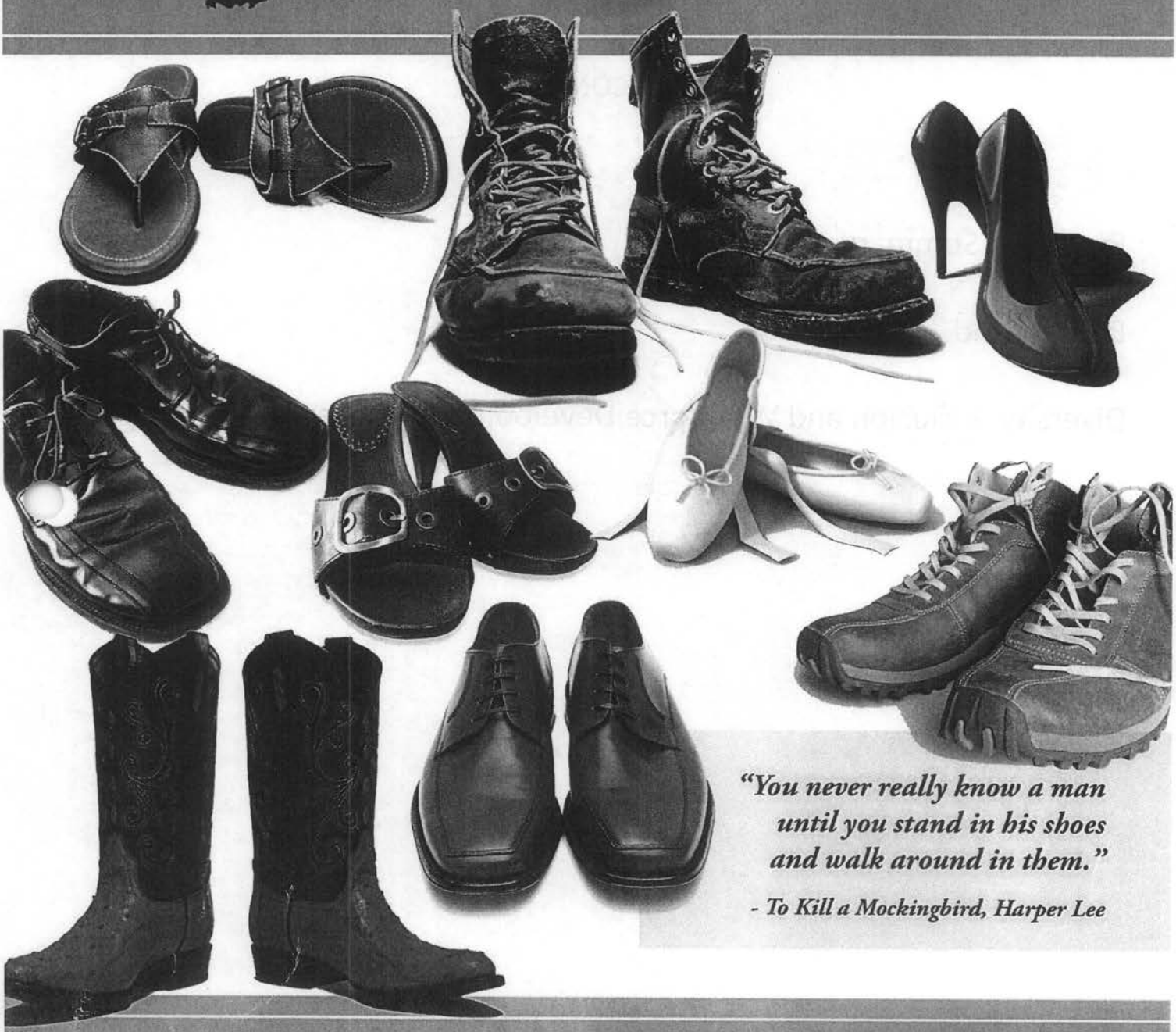
Funding Sources
General Fund, MSTU-FIRE PROTECTION SVCS

Account Code(s)
001-5405-529, 011-5405-529

Attachment: 1_DIWD Board 02012011.pdf
Attachment: 3_DIWD Board 02012011.pdf
Attachment: 2_DIWD Board 02012011.pdf
Attachment: Budget Report.pdf

Alachua County, Florida

Diversity and Inclusion & Workforce Development Framework and Implementation



"You never really know a man until you stand in his shoes and walk around in them."

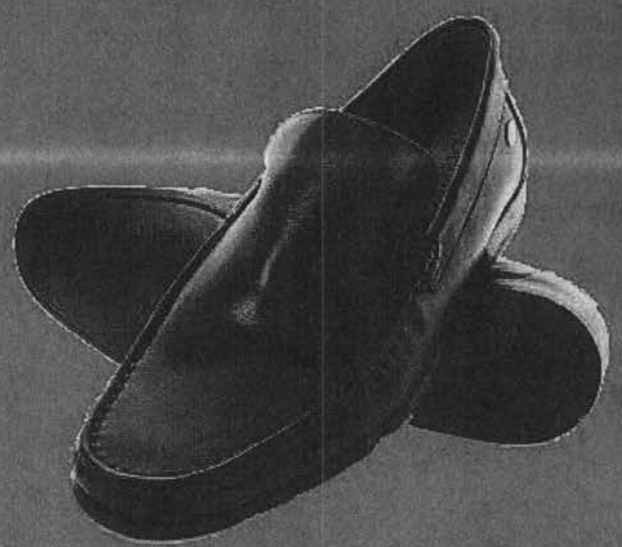
- To Kill a Mockingbird, Harper Lee

Alachua County Administrative Services
12 SE 1st Street, Gainesville FL
352-374-5219

TABLE OF CONTENTS

	PAGE
Executive Summary	3
Background	5
Diversity, Inclusion and Workforce Development Framework	12
Appendices	20

Executive Summary



"loves technology, does war re-enactments, cares for an aging parent."

EXECUTIVE SUMMARY

The Diversity, Inclusion and Workforce Development Framework reflects Senior Management Team's vision of creating an innovative organization that works smart, a County workforce that attracts and leverages diversity in its staff to create programs and services that meet the diverse needs of the communities we serve.

Diversity and inclusion go hand in hand. Organizations that successfully capitalize on the diversity of their staff consistently work to identify and address systemic barriers embedded within policies, practices, programs and services that inadvertently exclude individuals or whole communities.

This framework seeks to address systemic barriers in order to build a diverse and inclusive workforce broadly representative of the citizens and communities we serve. It provides the means to integrate diversity and inclusion values and practices into existing processes, and enable progress and results to be measured departmentally and organizationally.

Success is contingent upon organizational commitment and dedication of the time and resources essential to ensure completion of the Implementation Plan.

The Diversity and Inclusion Framework is intended to ensure the ongoing success of the County in attracting a diverse range of talented people who choose a career with Alachua County because they are confident that their experiences and views will be included in creating the training, policies, programs and services that make County services accessible to all.

It is about maintaining public confidence that County programs and services meet the diverse needs of its taxpayers.

It is about equipping staff at all levels with the tools and support necessary to create an innovative organization that develops the County's competitive edge in an increasingly competitive labor market.

Diversity, Inclusion and Workforce Development's Four Goals:

1. Having a workforce that is broadly reflective of the community.

2. Identifying and addressing barriers within organizational systems.

3. Attracting, developing, training and retaining a talented workforce skilled at working in an inclusive and respectful manner with one another and with the community.

4. Creating processes, policies, plans, practices, programs and services that meet the diverse needs of those we serve.

April 12, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Presentation: High Performance Home Program (Amended)

Amount
N/A

Description
Presentation of the proposed Alachua County High Performace Home Program to recognize new homes meeting a defined threshold for energy efficiency.

Recommendation
Authorize staff to proceed with development of the High Performance Home Program

Alternative(s)
Do not authorize the program and provide alternative direction

Requested By
Holly Banner, 374-5249 x 2223

Originating Department
Growth Management

Attachment(s) Description
Powerpoint Presentation; White Paper

Documents Requiring Action
none

Executive Summary
The Alachua County High Performance Home Program is a staff initiative developed in partnership with the Builders Association of North Central Florida to recognize new homes meeting a defined threshold for energy efficiency through branding as an 'Alachua County High Performance Home.' It is proposed as a three tier program with certification available at the Gold, Silver and Bronze levels. It is designed to be a low cost, voluntary, incentive based program to improve the energy efficiency of new homes, save homeowners money over the long term, and reduce the greenhouse gas impacts of new residential construction within the unincorporated area.

Background
In 2009, plans examiners in the County's Building Division began to notice that approximately 20% of new residential construction permits being submitted were already exceeding the minimum standard for energy efficiency required by the Florida Building Code, as defined by the Energy Performance Level (EPL) of the structure, by 20% or more. The EPL is the ratio of the projected energy use of the new home to the energy use of a modeled home meeting the minimum requirements of the 2007 Florida Residential Energy Code. Recognizing this trend, the County's Building Official, John Freeland, and his staff proposed the concept of an Alachua County High Performance Home program that would provide a certificate and branding rights to new homes meeting a defined threshold for energy efficiency, using the EPL as a measurement. The concept was to use information already submitted and verified as part of a routine building permit application that would be a low cost tool for builders and realtors to

market their homes as being energy efficient while helping to meet the goals of the County Commission to incentivize greater energy efficiency and reduce the greenhouse gas impacts of new residential construction. This program, if approved, will provide a voluntary incentive-based tool to encourage greater efficiency in new construction and will build on the recommendations of the Energy Conservation Strategies Commission and the policies in both the current Comprehensive Plan (Housing Element Objective 2.2; Conservation and Open Space Element Objective 5.1), and in the new Energy Element (Policy 2.1.2). If approved, staff will continue to work with the community and with other local governments and agencies to refine the program and, in the future, explore possibilities for expansion to address rehabilitation work and/or nonresidential construction.

Issues

1. There will need to be a periodic evaluation of program thresholds as future cycles of the Florida Residential Energy Code are adopted with more stringent requirements (as is expected) to determine whether adjustments should be made. 2. Some minimal re-training of building inspectors will be needed to ensure the components listed on the EPL Display Card submitted with the building permit application are verified on site during the normal inspection process.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: HighPerformamanceHomePPT.pdf
Attachment: HighPerformanceHomewhitepaper.pdf

Residential Energy Efficiency in Alachua County

Alachua County Department of Growth Management

The proposed updates to the Alachua County Comprehensive Plan include a new Energy Element with the goal of conserving energy, making improvements in energy efficiency and making use of renewable energy resources. One area of focus in the Element is the built environment. The Element includes the following policies relating to the energy efficiency of structures:

Policy 2.1.2 *Work with the community to develop an incentive program to encourage new structures and retrofits to exceed the required minimum energy and water efficiency standards of the Florida Building Code.*

Policy 2.1.2.1 *As one incentive, the County shall develop a program where the efficiency rating of a structure, such as the (Florida Building Code) Energy Performance Level (EPL) rating for residential structures or the equivalent for non-residential structures, can be used as a basis for recognition of buildings exceeding a defined threshold for efficiency.*

Although the program proposed in Policy 2.1.2.1 is the direction recommended by staff, we are presenting three options for consideration at this time:

Option 1: Florida Energy Code Reductions

The first option would be to let the scheduled reductions in energy usage mandated by the legislature take effect through the Florida Energy Code. In 2008, the legislature mandated that energy performance of new construction be increased according to the following schedule:

- Increased at least 20% from the 2007 Energy Code by the 2010 Code.
- Increased at least 30% from the 2007 Energy Code by the 2013 Code.
- Increased at least 40% from the 2007 Energy Code by the 2016 Code.
- Increased at least 50% from the 2007 Energy Code by the 2019 Code.

The 2009 Supplement to the 2007 Florida Energy Code increased the required energy performance of the current code by 15%, which took effect in March of 2009. If code development hearings progress on their anticipated schedule the energy performance of new construction will, by law, increase by the above schedule. The current suspension of rulemaking on the state level could possibly delay state adoption of the next building code, including the energy code.

Option 2: Alachua County High Performance Home Program

The second option is to create an Alachua County recognized designation (i.e. "Alachua County High Performance Home") identified by an Alachua County approved logo, that could be used by the builder on a voluntary basis to identify a home as having higher energy performance than required by Code. This concept has been explored and developed in cooperation with the Builders Association of North Central Florida. A homebuilder could use the logo on a yard sign, in marketing literature, or as otherwise appropriate. This would provide recognition and increased consumer awareness of the difference in the energy efficiency between homes for sale, allowing the buyer to make a more informed choice between homes based on the value of decreased energy costs. An increased demand for energy efficient homes could provide an incentive for builders to increase the energy efficiency of their new homes.

Staff is exploring the feasibility of incorporating this designation into public property records for future referral as well as inviting other entities such as the Chamber of Commerce and The University of Florida for their assistance and endorsement.

This option would use the "Energy Performance Level" (EPL) as determined as part of the requirements of the Florida Residential Energy Code. The EPL is the ratio of the projected energy use of the new home to the energy usage of a modeled home that meets the minimum requirements of the 2007 Florida Residential Energy Code. The 2009 supplement to the Florida Energy Code requires that the new home be 15% more efficient than the modeled home. Thus, the EPL must be 85% or less.

The form containing the EPL is required currently by the building code for submittal with a building permit for any new residential home. The form is reviewed by the county plans examiners, and is verified by county building inspectors as part of the normal building inspection process. This form could be used to recognize more efficient homes without any significant added cost to either the builder, or the Building Division.

Staff is proposing this program because the plans examiners noticed approximately 20% of the homes being permitted and built in the county were already 20% more efficient than required, and recognized that this could be a low-cost opportunity to incentivize building homes to a higher efficiency standard, and recognize those already doing so.

Option 3: Third Party Certification for Nationally Recognized Programs

Another option would be to adopt a voluntary "green" building ordinance such as the Florida Green Building designation, adopted by the City of Gainesville several years ago, or the recently developed National Green Building Standard. The "National Green Building Standard" was developed by the National Association of Builders (NAHB) in cooperation with the International Code Council (ICC). It was approved by the American National Standards Institute (ANSI). This standard was later adopted as the residential portion of the ICC Green Build Standard. This approach is much different in that it also addresses the environmental impact and sustainability of buildings and the building site. It is much more comprehensive, and similar to a LEED certification program. Thus, it would also include items with an indirect impact on energy efficiency. The cost of this program would be significantly higher for both the builder who has to pay for the third

party certification and for the county who would need to identify a funding source to provide a financial incentive.

Since by law, we cannot impose requirements more strict than the Florida Energy Code, the participation in any of these options would have to be on a voluntary basis. More costly options may require additional incentives for significant participation.

Alachua County High Performance Homes

A Voluntary Incentive Program for Recognition and Promotion of Energy Efficient Construction of New Homes

April 12, 2011

Presentation Audience

- Community Planning Group – 3/03
- Board of County Commissioners – 4/12
- Other Community Organizations – April/May
  - Gainesville/Alachua County Association of Realtors
  - Local Chambers of Commerce
  - Banking Community

Summary of the Program

- Developed with building industry and county staff participation
- Designed to promote and advertise energy efficient building practices in new residential construction
- Furthers the goals of the Alachua County Comprehensive Plan to improve the energy efficiency of structures and reduce overall greenhouse gas emissions

Goals of the Program

- Very Low Cost to Administer
- Voluntary/Incentive Based
- Based on Florida Building Code
- Ability to be acknowledged by other municipalities
- Recognize utilization of energy efficient building practices
- Encourage greater awareness of energy efficiency in residential home construction

Program Basics

- Sets energy performance goals for new homes using the Florida Energy Efficiency Code minimums as a baseline.
- Three-tiered levels to recognize energy efficiency scores above the minimum code requirements by thresholds of approximately 20%, 30% and 40%.
- A home's Energy Performance Level (EPL) is used as an indicator of efficiency.

What is an Energy Performance Level?

- Energy Performance Level (EPL) indicates the energy efficiency of a residential dwelling resulting from compliance with the FL Building Code
- Submittal of an EPL Display Card is required for issuance of a Certificate of Occupancy for any new residential structure
- Must be certified by the builder and the county as accurate & correct
- Currently is required as an addendum to all sales contracts
- Uniform statewide

Single Family Permit Sample: 2009-2010

	EPL	Percent of Code Minimum (85%)	Percent of Homes With Equal or Lower EPL	Percent More Efficient Than Code Minimum
	30%	35%	0%	65%
	40%	47%	0%	53%
Gold	50%	59%	3%	41%
Silver	60%	71%	9%	29%
Bronze	70%	82%	19%	18%
	85%	100%	100%	0%

Minimum Home Description

- A home built to minimum standards might contain the following:
  - R-11 Wall Insulation
  - R-19 Attic Insulation
  - Single Pane Aluminum Windows
    - U-factor – 0.55 (rate of heat loss)
    - SHGC – 0.45 (Solar Heat Gain Coefficient)
    - *The lower the number the better for both values*
  - Steel Exterior Doors
  - Minimum required efficiency rating of mechanical equipment (currently 13 SEER)

Effect of Window Type and Insulation on Energy Code Rating (EPL)					
Windows			Ceiling Insulation	EPL	Percent of Code Required Level
Type	U	SHGC			
Dbl	0.55	0.45	30	85%	100%
Dbl	0.55	0.45	38	82%	97%
Low E	0.34	0.27	38	76%	90%
Tech-Low E	0.34	0.27	38	71%	84%

**Energy Code Comparisons by Dennis Gerling, Gale Insulation*

20% More Efficient Home

- R-13 Wall Insulation
- R-30 Attic insulation
- Double Pane Aluminum Windows
- Insulated Fiberglass Exterior Doors
- Programmable Thermostat

30% More Efficient Home

- Double Pane Vinyl Windows with Low-e Glass
- R-20 Wall Insulation
- R38 attic insulation
- Increased SEER rating of air conditioner 14 to 16
- Ductwork in conditioned space
- Radiant barrier roof sheathing
- Tank less natural gas water heating

40% More Efficient Home

- Premium Window and Door Package
- R38 attic insulation
- Increased SEER rating of air conditioner 13 to 18
- Ductwork in conditioned space
- Radiant barrier roof sheathing
- Spray applied insulation on the roof deck, unvented attic spaces
- Solar recovery hot water system
- Supplemental solar power generation

Program Benefits

- Marketing Benefits to the Builder, Realtor and Owner
- No Costly Third Party Certification
- Notation on Property Record & GIS system
- Other Advertising and Collaboration with ongoing Utility Company and Economic Development Initiatives

Next Steps

- Performance monitoring of utility usage in participating homes
- Countywide implementation and acceptance by municipalities
- Commercial & remodel applications
- Tax based incentive to reduce costs or fees

Questions/Ideas?

Contacts:
John Freeland, Building Official: jcf@alachuacounty.us
Holly Banner, Planner: hbanner@alachuacounty.us
Adam Bolton, President, Robinshore, Inc. adam@robinshore.com

April 12, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Evaluation of County's C and D Landfill SUP Renewal Process (Amended)

Amount
N/A

Description
The Board of County Commissioners requested staff to evaluate the current county code and review process for opportunities to reduce process requirements and submittal costs for C and D Landfill operators going through the SUP (Special Use Permit) renewal process.

Recommendation
Staff recommends a reduced submittal requirement and fee for the SUP renewal and DRC development plan application for C and D landfill operations under the following specific circumstances: At the time of SUP renewal, if the applicant is proposing no changes and no compliance or enforcement issues have occurred during the past 5 years, the county will charge a minor SUP fee ($1,200) and allow the development plan to be reviewed as a minor amendment ($800). This represents a fee reduction of 60 percent from the existing fee structure and this change would also remove the requirements for the SUP renewal to go to the Planning Commission, subsequently saving the applicant time as well.

Alternative(s)
Make no changes to existing fees and process requirements or provide alternative other than staff's recommendation

Requested By
Chris Bird (contact Stephen Hofstetter x6811)

Originating Department
EPD

Attachment(s) Description
C&D Landfill SUP Renewal White Paper; C&D Landfill power point presentation; Article 24 of Chapter 404 ULDC; Draft changes to Chapter 62-701 FAC

Documents Requiring Action
None

Executive Summary
The Alachua County Board of County Commissioners (BOCC) requested staff to evaluate the County's current C&D Landfill SUP renewal process to determine if there are opportunities to reduce process requirements and submittal costs. After evaluating the current code language and existing review process, staff is recommending a reduced fee and application requirements for C&D (Construction and Demolition) Landfill operations submitting to renew their Special Use Permit that are not proposing any modifications to the permit and have not had any violations over the past 5 years.

Background
The County's Land Development Regulations require that existing C & D (Construction and Demolition) Landfill operations submit an application to renew their existing Special Use Permit every five years. This process requires approval by the BOCC

and site plan approval by the Development Review Committee (DRC). The County recently modified code requirements for the renewal of Clean Excavation and Fill operations to allow an owner to lengthen the validity of the permit for as long as is necessary to complete operation of the site. However, there are clear distinctions between Clean Fill operations, which only accept inert materials including brick, glass, ceramics and vegetative materials and C & D operations that also take asphalt, gypsum board, lumber, metal and have a greater potential for water quality contamination and odor issues. The State (FDEP) also permits these facilities, has a 5-year renewal cycle and has made frequent changes to their regulations because of concerns associated with environmental issues. Therefore, staff does not recommend changing the county's 5 year renewal requirement for C & D landfills. Alternatively, staff recommends reduced submittal requirements and fees for SUP renewal and DRC final site plan applications that meet the specific circumstances stated below. At time of SUP renewal, if the applicant is proposing no changes to the permit and no compliance or enforcement issues have occurred during the past five years, the county would charge a minor SUP fee ($1,200 in current fee schedule) and allow the development (site) plan to be reviewed as a minor amendment ($800 in current fee schedule). The current SUP renewal fee is $3,500 and DRC fee is $1500 for a Revised Final Site Plan. This represents a fee reduction of 60% from the existing fee structure. This change would also remove the requirement for the SUP renewal to go to the Planning Commission, subsequently saving the applicant time as well. The recommendation stated above can be accomplished without a change to the Comprehensive Plan or Unified Land Development Code; therefore no action would be required by the BOCC other than to support the staff recommendation.

Issues
None

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: CDLandfillBoCCpresentation041211.pdf
Attachment: CDLandfillBoCCWhitePaper.pdf
Attachment: DraftChangesCh62Sept10.pdf
Attachment: Art24Chapter404ULDC.pdf

Evaluation of County's C & D Landfill SUP Renewal Process
White Paper
April 12, 2011

BoCC Request: Evaluate the County's C&D Landfill SUP renewal process. ***Are there opportunities to reduce process requirements and submittal costs?***

Summary:

The County's Land Development Regulations require that existing C&D (Construction and Demolition) Landfill operations submit an application to renew their existing Special Use Permit every five (5) years. This process requires approval by the County Commission and site plan approval through the Development Review Committee (DRC). The county recently modified code requirements for the renewal of Clean Excavation and Fill operations to allow an owner to lengthen the validity of the permit for as long as is necessary to complete operation of the site. However, there are clear distinctions between Clean Fill operations, which only accept inert materials including brick, glass, ceramics and vegetative materials while C&D operations also take asphalt, gypsum board, lumber, metal and more (see *definitions* for complete list) and staff does not recommend changing the 5 year renewal requirement for C&D landfills. Alternatively, staff's recommendation is to offer a reduced fee and application requirements for renewal projects that meet certain requirements. See recommendations below.

Current requirements for SUP C&D renewals: As part of the renewal process for the Special Use Permit (SUP), an applicant submits a fee of $3,500 and an application consisting of the requirements outlined in Section 404.100 Alachua County Unified Land Development Code (see a summary of these requirements in Table 1). If the SUP is approved, then a revised development plan is submitted with a fee of $1,500 to the Development Review Committee (DRC).

Staff Recommendation and Suggested Action:

Staff does not recommend removing the 5-year renewal requirements for C&Ds based on the same reasons why FDEP requires updates (described below). In addition, the renewal process allows the public and staff the ability to address concerns and issues that may have developed over the previous five years and evaluate new uses and processes associated with C&D materials.

Staff recommends a reduced submittal requirement and fee (under specific circumstances stated below) for the SUP renewal and DRC development plan application:

At time of the SUP renewal, if the applicant is proposing no changes and no compliance/enforcement issues have occurred during the past 5 years, charge a minor SUP fee of $1,200 and allow the development plan to be approved as a minor amendment ($800). The current SUP renewal fee is $3,500 and DRC fee is $1,500 (Revised Final). This represents a fee reduction of 60% from the existing fee structure. This change would also remove the requirement for the SUP renewal to go to the Planning Commission, subsequently saving the applicant time as well.

The recommendation above can be accomplished without a change to the Comprehensive Plan or Land Development Regulations; therefore, no action would be required by the Board of County Commissioners other than to support staff recommendation.

Table 1. Comparison of existing fees and requirements for a C&D Excavation & Fill SUP renewal with proposed fees and process changes based on staff recommendation.

Category	Existing	Proposed
SUP Renewal fee	$3,500	$1,200
DRC Development Site Plan fee	$1,500	$800
Survey	Topography and General	General only identifying changes
Public Hearing requirements	Planning Commission, BoCC, DRC	BoCC, DRC

Staff can also evaluate the code language and make modifications to the existing language to clarify the need for topographic surveys, which are a significant cost to the applicant. Staff believes that a complete topographic survey would not be necessary for applicants that are not requesting modifications and are in compliance with all local state and federal regulations. Staff would be satisfied with surveying only the areas that have been modified or changed in some way since the last available survey. However, to clarify this, staff recommends modifying the Unified Land Development Code to clarify this intent.

Evaluation:

Based on a 2000 report, there were 92 active permitted C&D Debris Facilities in Florida (FDEP website). A 2008 article on the health concerns of C&D landfills, references 112 C&D facilities in 2005 (Lewis, A., et al. 2008). There are two active C&D landfills in unincorporated Alachua County, Watson (located on the south side of SR 24 east of the Levy County border) and Florence (located at 3003 SE 15th Street, Gainesville). Watson's renewal application is due in 2012. Florence was just renewed in August 2010 and will not be up for renewal until 2015. Because the next submittal is not due for a year, staff has time to evaluate current requirements and make changes to the land development regulations or fee schedules, if appropriate.

C&D debris is generally considered innocuous; however, research over the last 20 years has found that the release of certain constituents such as arsenic, aluminum, copper, iron, and sulfate can impact ground water quality or that these sites release poisonous gases such as hydrogen sulfide (Weber et al., 2002, Lewis et al., 2008). The 2010 Legislature made changes to Chapter 403, Florida Statute involving liner requirements for C&D debris disposal facilities that require updating Chapter 62-701, F.A.C. The DEP is currently proposing changes to Chapter 62-701 to conform to the new law (see Draft Changes to Chapter 62-701, F.A.C., Sept. 9, 2010 draft). These changes are currently on hold by the new State administration. Several counties have now placed moratoriums on new C&D landfills. Several of the counties listed below indicated that they would not be expanding permit durations because of ongoing problems with C&D permit compliance issues. These sites can have issues related to odor, road impacts, noise, and water quality contamination. In fact, other counties are requiring the removal of gypsum

board from C&D Landfills and requiring them to go to Class I Landfills due to odor issues (Highlands, Leon, Escambia County; personal communication).

C&D landfills are reviewed and approved by the State Department of Environmental Protection (FDEP) through a State permitting process. FDEP requires operator training, waste screening, ground water monitoring, height restrictions and closure requirements. The State (FDEP) requires annual reports and water quality wells and semi-annual monitoring (these are not required for clean fill operations) and FDEP also has the 5-year renewal requirement. State rules change frequently for C&Ds and the State has concerns about potential contamination issues so the State wants to keep their permits updated. The FDEP tries to inspect C&D sites 3 times a year. The State is relying on county permitting and frequent county staff inspections for ongoing compliance and operation issues. Alachua County does not receive any funding or cost-sharing from the State to assist with compliance inspections.

The State is mainly looking for unauthorized disposal and storage, they do not evaluate neighborhood and land use related issues, vertical buffering, screening, etc... Florida regulations do not require landfill liners, gas extraction or treatment systems, air monitoring, or leachate collection and treatment systems for existing C&D Landfills. FDEP permit fees include $4,000 for major changes and $250 for minor changes.

The location and compatibility of landfills are evaluated by county and city governments through the land use approval and zoning designation process as well as a site specific development plan review process. Local government review processes have the ability to determine the suitability of a proposed C&D facility for a particular site and the compatibility of this use with surrounding land uses. Most of the counties we talked with had frequently scheduled environmental and waste management staff inspections and evaluations of the sites.

Table 3 provides information we were able to gather from other counties in Florida, comparing our fees and permit duration requirements to other counties. We gathered information from all over the state, since many of the counties in central and northeast Florida do not have C & D facilities. These counties include Baker, Bradford, Gilchrest, Lafayette, and Levy County.

Here is a list of all active Exc. & Fill Operation permits in Alachua County (**C&D – bolded**):

ZOS-06-10 Waste Pro (previously known as Johnston) – Renewal date: 2030
ZOS-01-07 Whitehurst (starvation hill) - Renewal date: 2012
ZOS-04-07 Watson (C&D) - Renewal date: 2012
ZOS-01-08 Whitehurst (18719 SW Archer) -Renewal date: 2013
ZOS-04-08 Tim Renfroe (recycling facility on Archer Rd) - Renewal date: 2013
ZOS-05-08 WG Johnson Pit (7804 NW 67) - Renewal date: 2013
ZOS-03-10 Florence (C&D) - Renewal date: August 2015
ZOS-01-10 Osteen (D&S Farms) - Renewal date: 2060

Alachua County fees and application costs for C&Ds:

New (Initial, one-time cost) submittal: $4,000 SUP; $2,500 Preliminary Development Plan & $2,000 Final Development Plan; $3,700 for initial Water Quality Monitoring Plan review

Every 5 years

5-year SUP renewal:	$3,500 SUP renewal; $1,500 Revised Final Development Plan

Annually

Annual Inspection fee:	$1,626 (for weekly Code Enforcement inspections)
Annual WQ monitoring report:	$1,525 (for review of monitoring data)

Table 2. County Requirements for the C&D Landfill Renewal Process and Permitting

SUP/5-year SUP Renewal Submittal Requirements (BoCC)	**Objective**
Public Meetings (PC & BoCC)	Address public Issues and review by Commission
Project description & Map	General description of project
Aerial photograph	Recent visual representation of condition of site
Development Plan	Dev. Plan for next 5-year planning horizon
Floodplain map	Identify and locate floodplain
Soils map*	Identify and locate soil conditions on site
Site Topography	Topographic representation of site
Delineated and maps wetlands	Locate any wetlands on site
Survey of site	Professional site survey
DRC Requirements*	
Environmental Assessment	Identify resource issues prior to initiating work
HazMat Management Plan	Prevent contamination by hazardous materials
Waste Management Plan	Long-term waste stream plan
Groundwater Quality Monitoring Plan	Protection of the aquifer and ground water
Reclamation Plan	Closure plan
Mining Operations Plan	Outline methods of mining and excavation
Annual Report	Update on status of operations
Weekly Inspections	Code Enforcement Inspections (FDEP – 3X/yr)

* None of these items need to be changed from the previous submittal unless the applicant is suggesting changes, therefore submittal costs for this material should be minimal to cover meeting times, minor review, and advertising.

Table 3. Shows comparison of fees and permit duration of several other Florida Counties.

County	Application Cost	Duration	Approval Entity	Modification Costs (Renewal)	Comments
Alachua	*$4,000*	*5 yr*	*BoCC, DRC*	*$3,500*	*$1,500 for DRC review*
Brevard	Moratorium on private landfills				
Broward	$6,000	5 years	DEP SOA*	$5,000/10,000	1 private, 1 public, 80% fees to county, 20% DEP
Clay	Moratorium on private landfills				
Columbia	$100	5 yr		$100	All permits handled by consultant

City of Jax/Duval	$1,200	5 yr	Plan Board, City Council	None	County does all inspections and compliance
Highlands	Moratorium on private landfills				
Leon	$2,388 (avg)	5 yr	PC, BoCC, DRC	½ of initial cost	
Marion	$3,000 for <10 ac site	Varies	CPA, the SUP	Varies	Larger projects require CPA and additional fees
Orange	$8,446	1 yr (by Co. Engineer	County Commission	$5150/$8,446	Annual operating fee - $2,987; Annual monitoring report fee - $1,236
Santa Rosa	$800	?	BoCC, Site Plan Review	?	Ordinance adopted in 2007
Volusia	Moratorium on private landfills				

* 3 counties in Florida; Broward, Miami-Dade, and Palm Beach County, have Standard Operating Agreements (SOA) with FDEP. State fee schedules are applied to landfills; 80% of fee to county, 20% to DEP. Public landfills are Class 1 which accept C&D. County functions as regulating agency.

Counties with Moratoriums on private landfills

Brevard County Moratorium on private landfills; county owned with solid waste impact fee
Clay County Moratorium on private landfills; county owned landfills permitted by DEP
Highlands County Will no longer allow private C&D's. SOA with FDEP (5-yr renewal); county responsible for ops, compliance and monitoring of landfills. They found that gypsum board generates H2S and horrific odor, so they removed gypsum from C&Ds.
Volusia County Moratorium on private landfills; county owned landfills permitted by DEP (5-year renewal)
Miami Dade County County owned with SOA* with DEP that county receives partial payment of permit and responsible at local level to inspect and enforce facilities (5-year renewal). The County is considering moratorium of no new landfills.

Definitions (from ULDC)
Clean debris: Any solid waste which is virtually inert and which is not a pollution threat to groundwater or surface waters and is not a fire hazard and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes uncontaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other wastes designated by the FDEP.

Construction and demolition (C&D) debris: Discarded materials generally considered to be not water-soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction or demolition of a structure as part of a construction or demolition project or from the renovation of a structure and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. The term also includes: clean cardboard, paper, plastic, wood and metal scraps from a construction project; except as provided in Section 403.707(12)(j), Florida Statutes, relating to recycling, waste reduction, and resource recovery, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided

the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimums amounts of other non-hazardous wastes that are generated at construction or destruction or demolition projects, provided such amounts are consistent with best management practices of the industry.

Construction and demolition debris as defined by FDEP in 403.703 (Appendix AL, a web link), F.S. as: "...discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations..."

References

Chapter 62-701 Florida Administrative Code information:
http://www.dep.state.fl.us/waste/categories/solid_waste/pages/rulemaking_62-701.htm

Draft Changes to Chapter 62-701, F.A.C. for Rule Workshop on September 29, 2010, Orlando City Hall, Orlando Florida. Draft date September 9, 2010.

FDEP weblink of Waste Management Reports and Databases
http://www.dep.state.fl.us/waste/quick_topics/publications/default.htm

Lewis, A., Rivers S., Wilder L., Wattigney, W. 2008. *Construction and Demolition Debris Landfills: Community and Occupational Health Issues.* Florida Journal of Environmental Health. Fall 2008. www.feha.org

Weber W.J., Jang Y-C, Townsand T.G., Laux S. 2002. *Leachate from Land Disposed Residential Construction Waste*. Journal of Environmental Engineering. Vol. 128, Issue 3, pp. 237-245 (March 2002).

DRAFT CHANGES TO CHAPTER 62-701, F.A.C.

For

RULE WORKSHOP ON SEPTEMBER 29, 2010
Orlando City Hall
Orlando, Florida

September 9, 2010

(63) "Liner" means a continuous layer of low-permeability natural or synthetic materials, under the bottom and sides of a landfill, solid waste disposal unit, or leachate surface impoundment, which controls the downward or lateral escape of waste constituents, or leachate.

(64) "Liner system" means a system of leachate collection and liner layers comprised of natural or synthetic materials installed between the subgrade and the waste for the purpose of containing the waste and collecting and removing leachate.

(65) "Liquid waste" means any waste material that is determined to contain free liquids as defined by Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA Pub. No. SW-846).

(66) "LLDPE" means linear low density polyethylene.

(67) "Local government" means any municipality, county, district, or authority, or any agency thereof, or a combination of two or more of the foregoing when acting jointly in connection with a project, which has jurisdiction over the collection, recycling, disposal or treatment of solid waste.

(68) "Lower explosive limit" means the lowest percent by volume of a mixture of explosive gases that will propagate a flame in air at a temperature of 25 degrees Celsius and atmospheric pressure.

(69) "Manure" means a solid waste composed of excreta of animals, and residual materials that have been used for bedding, sanitary or feeding purposes for such animals. ~~For purposes of Chapter 62-709, F.A.C., manure does not mean such material generated and managed by normal farming operations.~~

(70) "Materials recovery" means any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

(71) "Materials recovery facility" means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

(72) "Method detection limit" means the smallest concentration of an analyte of interest that can be measured and reported with 99 percent confidence that the concentration is greater than zero. The method detection limit shall be determined pursuant to procedures outlined in Chapter 62-160, F.A.C., which is hereby incorporated by reference.

(73) "Monitoring wells" means strategically located wells from which water samples are drawn for water quality analysis.

(74) "Monofill" means a waste pile, landfill or solid waste disposal unit into which only one type of solid waste is placed.

(75) "Motor vehicle" means an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated in this state, used to transport persons or property, and propelled by power other than muscular power, but the term does not include traction engines, road rollers, such vehicles as run only upon a track, bicycles, moped, or farm tractors and trailers.

(17) ASTM Method D6243-98 "Standard Test Method for Determining the Internal and Interface Shear Resistance of Geosynthetic Clay Liner by the Direct Shear Method," March 10, 1998.

(18) GRI Test Method GM17 revision 6 dated June 1, 2009.

(19) GRI Test Method GM19 revision 32 dated June 4, 2010~~January 28, 2005~~.

(20) ASTM Method D6766-06a "Standard Test Method for Evaluation of Hydraulic Properties of Geosynthetic Clay Liners Permeated with Potentially Incompatible Liquids," November 15, 2006.

Rulemaking Authority 403.061, 403.704 FS. Law Implemented 403.061, 403.702-.717 FS. History–New 1-6-93, Amended 1-2-94, Formerly 17-701.210, Amended 5-27-01, 1-6-10.

62-701.220. General Applicability.

(1) This chapter has been substantially amended several times since it was first promulgated. Except as otherwise specifically provided herein, facilities remain subject to the provisions which were in effect at the time the site was permitted or received a site certification, or at the time a complete application was submitted and deemed complete by the Department.

(2) This chapter applies to all solid waste and each solid waste management facility in this state, with the following exceptions:

(a) Surface impoundments not addressed in subsection 62-701.400(6), F.A.C.;

(b) Injection wells defined under and subject to the provisions of Chapter 65-528, F.A.C.;

(c) Recovered materials or recovered materials processing facilities, if:

1. A majority of the recovered materials at a facility are demonstrated to be sold, used, or reused within one year;

2. The recovered materials or the products or byproducts of operations that process recovered materials are not discharged, deposited, injected, dumped, spilled, leaked, or placed into or upon any land or water that such products or byproducts or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including ground water, or otherwise enter the environment such that a threat of contamination in excess of applicable water quality standards and criteria or air quality standards is caused;

3. The recovered materials are not hazardous wastes; and

4. The facility meets the registration requirements in Section 403.7046, F.S., and Chapter 62-722, F.A.C.;

(d) Industrial byproducts, if

1. A majority of the industrial byproducts are demonstrated to be sold, used, or reused within one year;

2. The industrial byproducts are not discharged, deposited, injected, dumped, spilled, leaked, or placed into or upon any land or water so that such industrial

constructed within the five-year term of the facility's permit(s). A landfill with a slurry wall liner system is deemed to have been constructed when the slurry wall was constructed.

(7) There are several requirements in this chapter that stormwater be controlled in accordance with Part IV of Chapter 373 and the rules promulgated thereunder. Unless otherwise specifically provided, the referenced rules are Chapter 62-25, F.A.C., for facilities within the Northwest Florida Water Management District, and Chapter 62-330, F.A.C., for all other facilities.

Rulemaking Authority 403.061, 403.704 FS. Law Implemented 403.061, 403.702-.717 FS. History–New 1-6-93, Amended 1-2-94, 5-19-94, Formerly 17-701.220, Amended 5-27-01, 1-6-10.

62-701.300 Prohibitions.

(1) General prohibition.

(a) No person shall store, process, or dispose of solid waste except as authorized at a permitted solid waste management facility or a facility exempt from permitting under this chapter.

(b) No person shall store, process, or dispose of solid waste in a manner or location that causes air quality standards to be violated or water quality standards or criteria of receiving waters to be violated.

(2) Siting. Unless authorized by a Department permit or site certification in effect on May 27, 2001, or unless specifically authorized by another Department rule or a Department license or site certification based upon site-specific geological, hydrogeological, design, or operational features, no person shall store or dispose of solid waste:

(a) In an area where geological formations or other subsurface features will not provide support for the solid waste;

(b) Within 500 feet of an existing or approved potable water well unless storage or disposal takes place at a facility for which a complete permit application was filed or which was originally permitted before the potable water well was in existence. This prohibition shall not apply to any renewal of an existing permit that does not involve lateral expansion, nor to any vertical expansion at a permitted facility;

(c) In a dewatered pit unless the pit is lined and permanent leachate containment and special design techniques are used to ensure the integrity of the liner;

(d) In any natural or artificial body of water including ground water and wetlands within the jurisdiction of the Department. This prohibition does not apply to areas of standing water that exist only after storm events, provided that the storage or disposal does not result in objectionable odors or sanitary nuisances;

(e) Within 200 feet of any natural or artificial body of water unless storage or disposal takes place at a facility for which a complete permit application was filed or which was originally permitted before the water body was in existence. This prohibition shall not apply to any renewal of an existing permit that does not involve lateral expansion, nor to any vertical expansion at a permitted facility. For purposes of this

(c) Treated or untreated biomedical waste shall not be allowed to leak into the environment during transport.

(7) Class I surface waters. The Department shall not issue a construction permit for a landfill within 3,000 feet of Class I surface waters.

(8) Special wastes for landfills.

(a) No person who knows or who should know of the nature of such solid waste shall dispose of the following wastes:

1. ~~(a)~~ Lead-acid batteries in any landfill;

2. ~~(b)~~ Used oil in any landfill, except as provided in Chapter 62-710, F.A.C.;

3. ~~(c)~~ Yard trash in a Class I landfill; and

4. ~~(d)~~ White goods in any landfill.; ~~and~~

(b) ~~(e)~~ Whole waste tires may not be disposed of in any landfill or in any construction and demolition debris disposal facility, except as provided in Chapter 62-711, F.A.C.

(9) Special wastes for waste-to-energy facilities. No person who knows or who should know of the nature of such solid waste shall dispose of lead-acid batteries, mercury-containing devices, or spent mercury-containing lamps in any waste-to-energy facility.

(10) Liquids restrictions.

(a) Noncontainerized liquid waste shall not be placed in solid waste disposal units which accept household waste or construction and demolition debris for disposal unless:

1. The liquid waste is household waste other than septic waste; or

2. The liquid waste is leachate or gas condensate derived from the solid waste disposal unit, or byproducts of the treatment of such leachate or gas condensate, and the solid waste disposal unit is lined and has a leachate collection system.

(b) Containers holding liquid waste shall not be placed in a solid waste disposal unit unless:

1. The container is a small container similar in size to that normally found in household waste;

2. The container is designed to hold liquids for use other than storage; or

3. The waste is household waste.

(c) Containers or tanks twenty gallons or larger in capacity shall either have one end removed or cut open, or have a series of punctures around the bottom to ensure the container is empty and free of residue. The empty container or tank shall be compacted to its smallest practical volume for disposal.

(11)(a) Used oil and oily wastes. Except as provided in paragraph (b) of this subsection, no person may mix or commingle used oil with solid waste that is to be disposed of in landfills or directly dispose of used oil in landfills.

(b) Oily wastes, sorbents or other materials used for maintenance or to clean up or contain leaks, spills or accidental releases of used oil, and soils contaminated

(c) Double liners.

1. Double liner systems shall consist of upper and lower 60-mil minimum average thickness HDPE geomembranes, with a primary leachate collection and removal system lying above the upper geomembrane designed to limit the leachate head to one foot above the liner during routine landfill operations after placement of initial cover, except in sumps and leachate collection trenches; and a leak detection and secondary leachate collection system between the upper and lower liners. The lower geomembrane shall be placed directly on a sub-base which is a minimum six inches thick, is free of sharp materials or any materials larger than one-half inch, and has a saturated hydraulic conductivity of less than or equal to 1×10^{-5} cm/sec. A geosynthetic clay liner (GCL) with a hydraulic conductivity not greater than $1x10^{-7}$ cm/sec may be used in place of the six-inch thick sub-base layer provided it is placed on a prepared subgrade which will not damage the GCL.

2. The leak detection and secondary leachate collection system shall have a minimum hydraulic conductivity of ten cm/sec, shall be designed to limit the maximum hydraulic head on the lower liner to one inch, and shall not allow leachate head to exceed the thickness of the drainage layer. The hydraulic conductivity of the leak detection and secondary collection system material shall be derived from transmissivity and thickness measurements.

(d) Standards for geosynthetic components.

1. HDPE geomembranes and~~shall have factory and field seams whose shear strengths during testing are at least 90 percent of the specified minimum yield strength.~~ LLDPE geomembranes shall have factory and field seams whose shear and peel strengths during testing are in conformance with the seam strengths specified in method GRI GM19. PVC geomembranes shall have factory and field seams whose shear and peel strengths during testing are in conformance with the seam strengths specified in method PGI 1104. For all geomembranes, the failure shall occur in the lining material outside the seam area. All field seams must also be visually inspected and pressure or vacuum tested for seam continuity using suitable non-destructive techniques.

2. Geomembranes shall not be used at landfills unless they are subjected to continuous spark testing by the manufacturer at the factory and no defects have been found.

3. Geomembranes shall be protected from physical damage by placing a minimum 24-inch-thick protective layer above the upper liner. All materials in direct contact with the liner shall be free of sharp materials or any materials larger than one-half inch. The upper 12 inches of the protective layer shall be composed of soil, tire chips four square inches or smaller with no protruding wires that could pose a threat to the integrity of the liner, or other materials approved by the Department which are permeable, non-reactive, stable, and which offer protection for the liner from punctures.

4. The first layer of waste placed on the protective layer above the liner and leachate collection system shall be a minimum of four feet in compacted thickness, and

(j) Maintaining and cleaning the leachate collection system.

(3) Operating record. The operating record shall consist of: all records, reports, analytical results, demonstrations, and notifications required by this chapter; any construction, operation, and closure permits, including all modifications to those permits, issued by the Department, along with the engineering drawings and supporting information; and the training records required by subsection 62-701.320(15), F.A.C. The record is considered part of the operation plan, and shall be kept with the plan at or near the landfill facility, or in an alternate location designated in the operating permit which is readily accessible to landfill operators. The operating record shall be available for inspection at reasonable times by Department personnel.

(4) Waste records.

(a) The owner or operator of a landfill shall weigh all solid waste as it is received. Landfill operators shall record, in tons per day, the amount of solid waste received and shall estimate the amount of wastes listed in paragraph (b) of this subsection by county of origin. Waste reports shall be compiled monthly, and copies shall be provided to the Department annually.

(b) Types of waste received:

1. Class I waste ~~Municipal solid waste~~.
2. Class III waste.
3. Ash residue.
4. Other wastes.

(c) In addition to the reports above, the owner or operator of any landfill that knowingly accepts construction and demolition debris for disposal shall submit the annual report required in Rule 62-701.730(12), F.A.C., by February 1 of each year.

(5) Control of access. To prevent unauthorized waste disposal, access to and use of the facility shall be controlled by fencing, gates, or other barriers, as well as signs and facility personnel. Public access and receipt of wastes shall occur only when an attendant is on duty.

(6) Monitoring of waste.

(a) The owner or operator shall implement a load-checking program to detect and discourage attempts to dispose of unauthorized wastes at the landfill. The load-checking program shall consist of the following minimum requirements:

1. The landfill operator shall examine at least three random loads of solid waste delivered to the landfill each week. The waste collection vehicle drivers selected by the inspector shall be directed to discharge their loads at a designated location within the landfill. A detailed inspection of the discharged material shall be made for any unauthorized wastes. If the landfill owner or operator also owns or operates a transfer station, this inspection may be carried out at that transfer station before delivery of the waste to the landfill.
2. If unauthorized wastes are found, the facility shall contact the generator, hauler, or other party responsible for shipping the waste to the landfill to determine the identity of the waste sources.

(b) Retain records of all monitoring information, including calibration and maintenance records, all original chart recordings for continuous monitoring instrumentation, and copies of all reports required by permit, for at least ten years. Background water quality records shall be kept for the design period of the landfill.

(c) Maintain an annual estimate of the remaining life and capacity in cubic yards of the existing, constructed landfill and remaining life and capacity in cubic yards ~~and site life~~ of other permitted areas not yet constructed. The annual estimate shall be based on a summary of the heights, lengths, and widths of the solid waste disposal units. The estimate shall be made and reported annually to the Department.

(d) Records which are more than five years old and which are required to be retained may be archived, provided that the landfill operator can retrieve them for inspection within seven days.

Rulemaking Authority 403.061, 403.704 FS. Law Implemented 403.702, 403.704, 403.707 FS. History–New 1-6-93, Amended 1-2-94, 5-19-94, Formerly 17-701.500, Amended 5-27-01, 1-6-10.

62-701.510 Water Quality and Leachate Monitoring Requirements.

(1) Applicability.

(a) This section shall apply to all applications for construction, operation, or closure (including long-term care) of a solid waste disposal unit at a landfill. However, subsection (3) of this section shall not apply to any solid waste disposal unit in operation prior to January 6, 1993 that has a ground water monitoring system installed and maintained as required in its approved ground water monitoring plan.

(b) This rule is intended to supplement the ground water monitoring requirements of Chapters 62-520 and 62-522, F.A.C. Any provisions of Chapters 62-520 and 62-522, F.A.C., that are not in direct conflict with the provisions of this rule remain applicable. This rule does not relieve a person from compliance with any permit condition or Department order, nor does it limit the Department's authority to modify a permit or ground water monitoring plan in accordance with Chapter 62-520, F.A.C.

(c) The requirements of this rule are the minimum standards for monitoring water quality and leachate. Nothing in this rule shall be construed to prevent the Department from imposing more stringent standards as necessary to protect the environment and the public health and safety due to site specific conditions and types of wastes to be disposed of in landfills or solid waste disposal units.

(2) Water quality monitoring plan and system.

(a) The permit applicant shall provide to the Department a water quality monitoring plan for the landfill that describes the proposed ground water, surface water, and leachate monitoring systems. The plan shall be based on the hydrogeological investigation required in Rule 62-701.410, F.A.C., and be prepared by, or under the supervision of, a professional geologist or professional engineer with experience in hydrogeologic investigations. The plan shall be signed and sealed by the professional geologist or professional engineer.

(a) The permit application shall include a closure plan that identifies the steps needed to close the facility.

(b) The owner or operator shall notify the Department in writing prior to ceasing operations, and shall specify a closing date. No waste shall be received by the facility after the closing date.

(c) Within 30 days after receiving the final solid waste shipment, the owner or operator shall remove or otherwise dispose of all solid waste or residue in accordance with the approved closure plan. Stored putrescible wastes shall continue to be managed in accordance with paragraph 62-701.710(4)(b), F.A.C.

(d) Closure must be completed within 180 days after receiving the final solid waste shipment. Closure will include removal of all recovered materials from the site, as well as performing any contamination evaluation required by paragraph 62-701.710(10)(b), F.A.C. When closure is completed, the owner or operator shall certify in writing to the Department that closure is complete. The Department will make an inspection within 30 days to verify the closure and advise the owner or operator of the closure status.

(7) Financial assurance.

(a) The owner or operator of a waste processing facility shall provide the Department with proof of financial assurance issued in favor of the State of Florida in the amount of the closing cost estimates for the facility. This proof, along with the closing cost estimates, shall be submitted to the Department as part of the permit application for the facility. Proof of financial assurance shall consist of one or more of the following financial instruments which comply with the requirements of subsection 62-701.630(6), F.A.C.: trust fund; surety bond guaranteeing payment; surety bond guaranteeing performance; irrevocable letter of credit; insurance; and financial test and corporate guarantee. If the owner or operator of the facility is a local government, an escrow account which complies with the requirements of subsection 62-701.630(5), F.A.C., may be used to provide proof of financial assurance. Financial documents shall be submitted on Form 62-701.900(5)(a), (b), (c), (d), (e), (f), (g), or (h), as appropriate.

(b) Closure cost estimates and annual updates thereof shall comply with the provisions of subsections 62-701.630(3) and (4), F.A.C., except that long-term care costs need not be included, and the costs shall be based upon compliance with this section.

(c) If a local government requires financial assurance for closure, which is at least as stringent as that required by this rule, the Department will attempt to establish a cooperative mechanism with the local government and thereby avoid duplicative financial requirements.

(d) A permittee may delay submitting proof of financial assurance for a waste processing facility under the following conditions. Such proof must be submitted at least 60 days prior to the planned acceptance of any solid waste. Under no circumstances shall the permittee receive waste at the facility until it has received written

acknowledgement from the Department that the financial mechanism has been properly submitted and funded.

1. The facility for which a permit is being sought has not received solid waste for storage or processing;

2. The permit being sought does not authorize operation of the facility, or requires a specific separate approval by the Department prior to operation being authorized;

3. The permittee identifies the type of financial mechanism it intends to use, and provides reasonable assurance as part of the permit application that it is capable of getting and using the identified mechanism; and

4. The permittee submits Form 62-701.900(29) as part of the permit application. This form will inform the permittee of these requirements, and will include an acknowledgement by the permittee agreeing not to accept waste until the financial assurance has been approved.

(8) Stormwater. Stormwater shall be controlled in accordance with Part IV of Chapter 373, F.S., and the rules promulgated thereunder. A copy of any permit for stormwater control issued by the Department, or documentation that no such permit is required, shall be submitted to the Department and construction authorized by that permit shall be completed before the facility receives waste. Applicants should be aware that other government agencies may also regulate stormwater management and may require separate permits.

(9) Recordkeeping.

(a) Operational records shall be maintained to include a daily log of the quantity of solid waste received, processed, stored, and removed from the site for recycling or disposal, and the county of origin of the waste, if known. These records shall include each type of solid waste, recovered materials, residuals, and unacceptable waste which is processed, recycled, and disposed. Such records shall be compiled on a monthly basis and shall be available for inspection by the Department. Records shall be retained at the facility for three years.

(b) The owner or operator of any facility that ~~which~~ recycles construction and demolition debris shall submit an annual report to the Department on Form 62-701.900(7), Annual Report for a Construction and Demolition Debris Facility, effective date January 6, 2010, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS 4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. This report shall include a summary of the amounts and types of wastes disposed of or recycled. The county of origin of materials that ~~which~~ are recycled, or a statement that the county of origin is unknown, shall be included in the report. The report shall be submitted no later than February ~~April~~ 1 of each year beginning in 1998, and shall cover the preceding calendar year.

(10) Special requirements for facility types.

(a) Transfer stations that accept primarily household waste, commercial waste, recovered materials, or construction and demolition debris, that manage waste on a first-in, first-out basis, and that store waste for no greater than 7 days are exempt from the requirement to provide financial assurance set forth in subsection (7) of this section.

(b) Waste processing facilities that accept only construction and demolition debris are exempt from the requirement to provide a leachate control system set forth in paragraph (3)(b) of this section, provided that all areas where waste is stored or processed are covered by a ground water monitoring system which meets the requirements of paragraph 62-701.730(4)(b), F.A.C. A facility that operates without a leachate control system shall perform a contamination evaluation as part of its closure activities, and shall continue to operate the ground water monitoring system if the evaluation indicates the potential for ground water contamination.

(11) Alternate procedures. The owner or operator of a facility may request alternate procedures and requirements in accordance with Rule 62-701.310, F.A.C. However, if such request is based upon the nature of the waste accepted at the facility (for example, if a facility accepts only segregated wastes which are expected to have a minimal environmental impact), the request will be submitted to and acted on by the appropriate District office of the Department as part of a permit application or modification, and need not be accompanied by any additional fee.
Rulemaking Authority 403.061, 403.704 FS. Law Implemented 403.702, 403.704, 403.707 FS. History–New 5-27-01, Amended 1-6-10.

62-701.720 Industrial Solid Waste Disposal. (REPEALED)
Specific Authority 403.061, 403.704, FS. Law Implemented 403.702, 403.704, 403.707, FS. History -- New 1-6-93, Amended 5-19-94, Formerly 17-701.720, Repealed 12-23-96.

62-701.730 Construction and Demolition Debris Disposal and Recycling.

(1) Applicability.

(a) No person shall construct, operate or close an off-site construction and demolition debris disposal facility without a permit issued by the Department. All holders of construction or operation permits issued prior to January 6, 2010, that contain conditions not in conformance with this chapter shall apply for modification of the permit to conform to this chapter to the District Office of the Department that issued the permit. The submission shall occur at the time of application for renewal of an existing permit, or before July 5, 2010, whichever is earlier. For purposes of this paragraph, a permit issued prior to January 6, 2010, is deemed to include a completed permit application received by the Department prior to January 6, 2010. However, the provisions of paragraph (4)(h) of this section will not apply to any disposal units of a facility that have received a Department permit authorizing construction or operation prior to January 6, 2010.

(b) After the applicable compliance deadline specified above, facilities shall operate only in accordance with the provisions of this section. However, any disposal unit that received a significant amount of waste in accordance with the conditions of its permit prior to the applicable compliance deadline is not required to comply with any siting or construction design requirements of this chapter that were not in effect prior to the applicable compliance deadline. For purposes of this subsection:

1. A "significant amount of waste" means that the disposal unit has received sufficient waste for disposal, in accordance with its normal operational plan, so that it is impractical to remove that waste or to relocate or reconstruct the disposal unit.

2. "Siting or construction design requirements" do not include the hydrogeological investigation required by subparagraph 62-701.730(2)(a)3., F.A.C., or the ground water monitoring plan required by paragraph 62-701.730(4)(b), F.A.C.

(2) Application. A permit application for an off-site construction and demolition debris disposal facility, disposal unit, or lateral expansion shall be submitted on Form 62-701.900(6), Application to Construct, Operate, or Modify a Construction and Demolition Debris Disposal or Disposal with Recycling Facility, effective date January 6, 2010, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS 4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. The application shall be in conformance with the requirements of subsections 62-701.320(5), (6), (7), and paragraph (8)(a), F.A.C. All applications shall include the information in paragraphs (b) through (f) of this subsection, and applications to construct or laterally expand a disposal unit shall also include the information in paragraph (a) of this subsection.

(a) An engineering report, signed and sealed by a professional engineer, that includes:

1. A site plan, of a scale not greater than 200 feet to the inch, which shows the project location and identifies the proposed disposal units, total acreage of the site and of the proposed disposal units, and any other relevant features such as water bodies or wetlands on or within 200 feet of the site, and potable water wells on or within 500 feet of the site;

2. A geotechnical investigation which meets the criteria of Rule 62-701.410, F.A.C.

3. A hydrogeological investigation which meets the criteria of paragraphs 62-701.410(1)(a), ~~and~~ (c), and (d), F.A.C.;

4. An estimate of the planned active life of the facility, the design of the disposal areas, the final design height of the facility, and the maximum height of the facility during its operation;

5. Documentation that the facility location will comply with the requirements of paragraphs 62-701.730(4)(g) and (h), F.A.C.

(b) A boundary survey, legal description, and topographic survey of the property;

(c) An operation plan which describes how the applicant will comply with subsection 62-701.730(7), F.A.C., which must include procedures for emergency preparedness and response as required in subsection 62-701.320(16), F.A.C.;

(d) A closure plan that describes how the applicant will comply with subsections 62-701.730(9) and (10), F.A.C.;

(e) The financial assurance documentation required by subsection 62-701.730(11), F.A.C.; and

(f) The CCA treated wood management plan as required in subsection 62-701.730(20), F.A.C.

(3) Certification. Certification of construction completion shall be done in accordance with paragraph 62-701.320(9)(b a), F.A.C.

(4) General ~~Other~~ requirements. Except as specified in this section, the requirements of Rules 62-701.330 through 62-701.630, F.A.C., do not apply to construction and demolition debris disposal facilities.

~~(a) The Department shall not require liners and leachate collection systems at individual facilities unless it demonstrates based upon the types of waste received, methods for controlling the types of waste disposed of, the proximity of ground water and surface water, and the results of the hydrogeological and geotechnical investigations that operation of the facility is reasonably expected to result in violations of ground water standards and criteria otherwise. If the Department determines that a liner and leachate control system may be required, it shall notify the applicant within 30 days of receipt of the information which forms the basis for such a determination. The applicant may either submit additional information, redesign the facility to include a liner and leachate collection system, or demand that the Department process the application without such additional information or redesign.~~

~~(b) A water quality monitoring plan that meets the criteria set forth in Rule 62-701.510 and Chapter 62-520, F.A.C., shall be included with the permit application, and shall be implemented and maintained by the owner or operator, with the following exceptions:~~

~~1. If no disposal unit is constructed with a liner and leachate collection system, then leachate sampling is not required.~~

~~2. Unless a disposal unit is constructed or operated within 200 feet of a surface water body, or unless site specific conditions could reasonably be expected to result in contaminants entering a surface water body, surface water sampling is not required. For purposes of this subparagraph, a surface water body does not include a body of water contained completely within the property boundaries of the disposal site that does not discharge from the site to surface waters.~~

~~3. The well spacing requirements of subparagraph 62-701.510(3)(d)3., F.A.C., do not apply. A minimum of one upgradient and two downgradient wells is required, as specified in Chapter 62-520, F.A.C.~~

~~4. Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:~~

~~Field Parameters~~
~~pH~~
~~Turbidity~~
~~Temperature~~
~~Specific conductivity~~
~~Dissolved oxygen~~
~~Water elevations~~
~~Colors and sheens (by observation)~~

~~Laboratory Parameters~~
~~Aluminum~~
~~Chlorides~~
~~Nitrate~~
~~Sulfate~~
~~Total dissolved solids~~
~~Iron~~
~~Sodium~~
~~Arsenic~~
~~Cadmium~~
~~Chromium~~
~~Lead~~
~~Mercury~~
~~Total ammonia – N~~
~~Xylenes~~
~~Those parameters listed in EPA Methods 601 and 602~~

~~5. Background water quality shall be established in accordance with the provisions of paragraph 62-701.510(6)(b), F.A.C., except that the analysis shall also include sulfate and aluminum. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in paragraph 62-701.510(8)(a), F.A.C., as well as sulfate and aluminum.~~

~~6. The owner or operator of the facility may request a permit modification from the appropriate District Office of the Department to delete specific laboratory parameters or field parameters from routine analyses of detection wells and surface water. The Department will grant a request for a permit modification upon a demonstration that these parameters are not reasonably expected to be in or derived from the waste which was received or disposed of at the facility.~~

~~(c) If monitoring parameters are detected in monitoring wells in concentrations which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the provisions of subsection 62-701.510(7), F.A.C., shall apply.~~

(a) ~~(d)~~ No solid waste other than construction and demolition debris shall be disposed of at a construction and demolition debris disposal facility.

(b) ~~(e)~~ Waste material from a waste processing facility which is mixed with Class I or Class III waste, either before or after processing, is not considered construction and demolition debris and may not be accepted for disposal at a construction and demolition debris disposal facility.

~~(f) If a facility is constructed with a liner system, it shall consist of at least a single 60-mil minimum average thickness HDPE geomembrane. In the sumps located inside the disposal facility footprint and in the leachate collection trenches, the geomembrane shall be placed on a GCL with a saturated hydraulic conductivity of less~~

~~than or equal to 1 x 10^{-7} cm/sec, or on a compacted clay liner which is a minimum six inches thick with a saturated hydraulic conductivity of less than or equal to 1 x 10^{-7} cm/sec. The liner shall be placed on a prepared subgrade that will not damage the geomembrane liner or the GCL. A primary leachate collection and removal system and a drainage layer shall be installed above the geomembrane liner. Except in sumps and leachate collection trenches, the system shall be designed to limit leachate head above the liner during routine facility operation after placement of initial cover to no greater than 12 inches. The liner system must be constructed in accordance with the requirements of paragraphs 62-701.400(3)(a), (d), (e), and (f), and subsections 62-701.400(4), (7), and (8), F.A.C. Any alternative liner system shall be approved only in accordance with the provisions of Rule 62-701.310, F.A.C.~~

(c) ~~(g)~~ No solid waste disposal unit shall be located in the 100-year floodplain where it will restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain unless compensating storage is provided, or result in a washout of solid waste.

(d) ~~(h)~~ For an above-grade disposal facility, the minimum horizontal separation between the waste disposal area and the site property boundary shall be 100 feet, measured from the toe of the proposed final cover slope.

(e) ~~(i)~~ The horizontal boundaries of the waste disposal area authorized in the construction or operation permit shall be clearly delineated with permanent or semi-permanent markers, such as bollards, posts, fencing, or signs, so that the operators can determine on a daily basis whether or not the facility is exceeding its permitted dimensions.

(5) Stormwater. Stormwater shall be controlled in accordance with Part IV of Chapter 373, F.S., and the rules promulgated thereunder. A copy of any permit for stormwater control issued by the Department, or documentation that no such permit is required, shall be submitted to the Department and construction required by that permit shall be completed before the facility receives waste for disposal or recycling. Applicants should be aware that other government agencies may also regulate stormwater management and may require separate permits. For aboveground disposal units, the design of any features intended to convey stormwater to a permitted or exempted treatment system shall be included in the solid waste construction permit.

(6) Design requirements.

(a) Each new disposal unit, as well as each lateral expansion of an existing disposal unit, that has not received a Department permit authorizing construction or operation shall be constructed with a liner and leachate collection system, unless the applicant demonstrates, based upon the types of waste received, methods for controlling the types of waste disposed of, the proximity of ground water and surface water, and the results of the hydrogeological and geotechnical investigations, that operation of the facility is not expected to result in violations of ground water standards and criteria otherwise.

(b) The liner system shall consist of at least a single 60-mil minimum average thickness HDPE geomembrane. In the sumps located inside the disposal facility footprint and in the leachate collection trenches, the geomembrane shall be placed on a GCL with a saturated hydraulic conductivity of less than or equal to 1×10^{-7} cm/sec, or on a compacted clay liner which is a minimum six inches thick with a saturated hydraulic conductivity of less than or equal to 1×10^{-7} cm/sec. The liner shall be placed on a prepared subgrade that will not damage the geomembrane liner or the GCL. A primary leachate collection and removal system and a drainage layer shall be installed above the geomembrane liner. Except in sumps and leachate collection trenches, the system shall be designed to limit leachate head above the liner during routine facility operation after placement of initial cover to no greater than 12 inches. The liner system and leachate collection system must be constructed in accordance with the requirements of paragraphs 62-701.400(3)(a), (d), (e), and (f), and subsections 62-701.400(4), (7), and (8), F.A.C. Any alternative liner system shall be approved only in accordance with the provisions of Rule 62-701.310, F.A.C.

(c) Leachate shall be managed in accordance with Rule 62-701.500(8), F.A.C. Any leachate storage tanks or surface impoundments constructed or operated at the facility shall comply with the requirements of Rule 62-701.400(6), F.A.C.

~~(6) Temporary storage. The owner or operator shall make arrangements or shall have equipment for temporary storage, handling and transport to an authorized disposal or recycling facility for solid waste, other than construction and demolition debris, that is inadvertently accepted by the facility. Such solid waste that is accepted by the facility shall be segregated and disposed of in accordance with Department rules. Unless an alternate schedule is included in an operation plan submitted with the permit application, which provides for the control of odors and vectors, putrescible waste shall not be stored for longer than 48 hours and non-putrescible waste shall not be stored for longer than 30 days. Any hazardous waste that is received by the facility shall be managed in accordance with the provisions of Chapter 62-730, F.A.C.~~

(7) Operation requirements. Owners and operators of construction and demolition debris disposal facilities shall comply with the following requirements:

(a) An operation plan describing the facility operations and maintenance, emergency and contingency plans, and types of equipment that will be used shall be kept at the facility at all times and made available for inspection. The operation plan shall describe the method and sequence of filling waste and shall state the maximum allowed lift depth. Lift depth shall not exceed 10 feet unless authorized in the operation plan. Lift depths greater than 10 feet may be allowed depending on specific operations, daily volume of waste, width of working face, and good safety practices. All activities at the facility shall be performed in accordance with this plan and the permit conditions. The plan shall be updated as operations change but no less frequently than upon renewal of the permit. The operation permit shall be modified to reflect any substantive changes to the plan, other than those required for routine maintenance.

(b) Construction and demolition debris shall be compacted and sloped during the life of the facility to assure that the requirements of subsection (9) of this section can be met. A schedule for compaction and grading shall be included in the operation plan. The external slopes of all disposal units shall be no greater than three feet horizontal to one foot vertical rise. The working face and internal slopes of all disposal units shall not be greater than three feet horizontal to one foot vertical rise unless reasonable assurance is provided in the operation plan that fires can be controlled in steeply sloped areas.

(c) Access to the disposal facility shall be controlled during the design period of the facility by fencing or other effective barriers to prevent disposal of solid waste other than construction and demolition debris. Signs indicating the name of the operating authority, traffic flow, hours of operations and restrictions or conditions of disposal shall be posted.

(d) Operators and spotters employed at the facility shall be properly trained in accordance with subsection 62-701.320(15), F.A.C. A trained operator shall be on duty at the facility at all times that the facility is operating. In addition, a sufficient number of spotters shall be on duty at the working face to inspect the incoming waste at all times waste is being accepted at the site. Waste shall be inspected after it is removed from the transport vehicle and prior to placement for final disposal. Any unauthorized waste shall be removed from the waste stream and placed into appropriate containers or secure storage areas for disposal or recycling at a facility authorized by the Department to receive such waste.

(e) The facility shall be operated to control objectionable odors in accordance with subsection 62-296.320(2), F.A.C. If objectionable odors are detected off-site, the owner or operator shall comply with the requirements of paragraph 62-701.530(3)(b), F.A.C.

(f) Fuels, solvents, lubricants, and other maintenance materials shall be stored in secure areas separate from the disposal or sorting areas.

(g) Plastic buckets may be accepted at the facility unless they contain liquids other than water when they arrive; however, they may contain hardened paint, tar, cement or similar non-hazardous materials.

(h) Carpet remnants that are from a construction or demolition project or from a carpet manufacturer may be accepted at the facility.

(i) CCA treated wood shall be managed as provided in subsection (20) of this section.

(j) If any regulated hazardous wastes are discovered to be improperly deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known. The area where the wastes are deposited shall immediately be cordoned off from public access. If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility.

(k) The owner or operator shall make arrangements or shall have equipment for temporary storage, handling and transport to an authorized disposal or recycling facility for solid waste, other than construction and demolition debris, that is inadvertently accepted by the facility. Such solid waste that is accepted by the facility shall be segregated and disposed of in accordance with Department rules. Unless an alternate schedule is included in an operation plan submitted with the permit application, which provides for the control of odors and vectors, putrescible waste shall not be stored for longer than 48 hours and non-putrescible waste shall not be stored for longer than 30 days. Any hazardous waste that is received by the facility shall be managed in accordance with the provisions of Chapter 62-730, F.A.C.

(l) If a disposal unit is constructed with a liner and leachate collection system, the first layer of waste placed above the liner shall be a minimum of four feet in compacted thickness and consist of selected wastes containing no large rigid objects that may damage the liner or leachate collection system.

(8) Water quality and leachate monitoring. A water quality monitoring plan that meets the criteria set forth in Rule 62-701.510 and Chapter 62-520, F.A.C., shall be included with the permit application, and shall be implemented and maintained by the owner or operator, with the following exceptions:

(a) If no disposal unit is constructed with a liner and leachate collection system, then leachate sampling is not required. If leachate sampling is required, leachate shall be sampled and analyzed annually for the parameters listed in paragraph (d) below.

(b) Unless a disposal unit is constructed or operated within 200 feet of a surface water body, or unless site-specific conditions could reasonably be expected to result in contaminants entering a surface water body, surface water sampling is not required. For purposes of this subparagraph, a surface water body does not include a body of water contained completely within the property boundaries of the disposal site that does not discharge from the site to surface waters.

(c) The well spacing requirements of subparagraph 62-701.510(3)(d)3., F.A.C., do not apply. A minimum of one upgradient and two downgradient wells is required, as specified in Chapter 62-520, F.A.C.

(d) Detection wells shall be sampled and analyzed at least semi-annually for the following parameters:

Field Parameters	Laboratory Parameters
pH	Aluminum
Turbidity	Chlorides
Temperature	Nitrate
Specific conductivity	Sulfate
Dissolved oxygen	Total dissolved solids
Water elevations	Iron
Colors and sheens (by observation)	Sodium
	Arsenic

Cadmium
Chromium
Lead
Mercury
Total ammonia – N
Xylenes
Those parameters listed in
EPA Methods 601 and 602

(e) Background water quality shall be established in accordance with the provisions of paragraph 62-701.510(6)(b), F.A.C., except that the analysis shall also include sulfate and aluminum. In addition, all background and detection wells shall be sampled and analyzed at least once prior to permit renewal for those parameters listed in paragraph 62-701.510(8)(a), F.A.C., as well as sulfate and aluminum.

(f) The owner or operator of the facility may request a permit modification from the appropriate District Office of the Department to delete specific laboratory parameters or field parameters from routine analyses of detection wells and surface water. The Department will grant a request for a permit modification upon a demonstration that these parameters are not reasonably expected to be in or derived from the waste which was received or disposed of at the facility.

(g) If monitoring parameters are detected in monitoring wells in concentrations which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the provisions of subsection 62-701.510(7), F.A.C., shall apply.

~~(8) Training. Operators and spotters employed at the facility shall be properly trained in accordance with subsection 62-701.320(15), F.A.C.~~

(9) Closure.

(a) At least 90 days prior to the date when wastes will no longer be accepted, the owner or operator of the construction and demolition debris disposal facility shall submit an updated closure plan to the Department to reflect any changes in the closure plan due to actual operational conditions at the facility. If unforeseen circumstances do not allow the notification within 90 days prior to ceasing to receive wastes, then notice shall be provided as soon as the need to close the facility becomes apparent. The updated and approved closure plan shall be incorporated into and made part of the permit.

(b) Final cover and seeding or planting of vegetative cover shall be placed on each disposal unit within 180 days after it has reached its final grade or ceased receiving wastes. Final cover shall consist of a 24-inch-thick soil layer, the upper six inches of which shall be capable of supporting vegetation, and shall be graded and compacted as necessary to eliminate ponding, promote drainage, and minimize erosion. If any disposal unit has been constructed with a liner system, the final cover must include a barrier layer with a permeability that is substantially equivalent to, or less than, the permeability of the bottom liner system. If any disposal unit uses a

geomembrane in the bottom liner system, the barrier layer shall also incorporate a geomembrane. The barrier layer shall comply with the requirements in Rule 62-701.600(3)(g), F.A.C. The side slopes of all above-grade disposal units shall be no greater than three feet horizontal to one foot vertical rise. If the disposal unit is lined, the closure design shall include a barrier layer or other measures to ensure that the design leachate head over the liner is not exceeded after closure. The final cover shall be vegetated to control erosion. Disposal units that are aboveground shall be designed to control the flow of stormwater, such as building reverse sloping benches or terraces into the side slopes of the disposal units and shall contain down slope drainage ways with water flow energy dissipaters unless reasonable assurance is provided that adequate erosion control will be achieved in the absence of such measures.

(c) Any disposal unit constructed with a bottom liner system shall have a gas management system installed during closure that is designed to reduce gas pressure in the interior of the disposal facility and to prevent gases from moving laterally from the disposal facility. The gas management system may be active or passive and shall be designed to not interfere with or cause failure of the liner, leachate collection systems or final cover. An active system shall be designed to not force air into the gas management system.

(d)~~(c)~~ Placement of final cover may be delayed if additional waste will be deposited on the disposal unit within five years, but only if the disposal unit is temporarily closed in accordance with an approved closure plan. Conditions of temporary closure shall include:

1. The disposal unit was constructed in compliance with its permit conditions;
2. A schedule for temporary and final closure is shown in the closure plan;
3. Final cover is installed on side slopes of each completed disposal unit which will not receive additional waste;
4. Odors and runoff are controlled;
5. The closure cost estimate takes into account the costs of temporary closure as well as the costs of the final closure; and
6. An intermediate cover is installed on the disposal unit within 30 days after the unit stops accepting waste. The intermediate cover may be removed before placing additional waste or installing final cover.

(e)~~(d)~~ The owner or operator shall provide a certification of closure construction completion to the Department within 30 days after closing, covering, and seeding the disposal unit. The owner or operator shall also provide a final survey report done by a professional surveyor, in accordance with paragraph 62-701.600(6)(b), F.A.C., if disposal operations have raised the final elevations higher than 20 feet above the natural land surface.

(f)~~(e)~~ Upon receipt and approval of the documents required in paragraph (d) of this subsection, the Department shall, within 30 days, acknowledge by letter that notice of termination of operations and closing of the facility has been received. The date of

this letter shall be the official date of closing for the purpose of determining the long-term care period, in accordance with subsection 62-701.600(8), F.A.C.

(g)~~(f)~~ Declaration to the public. After closing operations are approved by the Department, the facility owner or operator shall file a declaration to the public in the deed records in the office of the county clerk of the county in which the facility is located. The declaration shall include a legal description of the property on which the facility is located and a site plan specifying the area actually filled with construction and demolition debris. The declaration shall also include a notice that any future owner or user of the site should consult with the Department prior to planning or initiating any activity involving the disturbance of the facility's cover, monitoring system or other control structures. A certified copy of the declaration shall be filed with the Department.

(10) Long-term care. The owner or operator of the construction and demolition debris disposal facility shall continue to monitor and maintain the integrity and effectiveness of the final cover as well as other appurtenances of the facility, control erosion, fill subsidences, comply with the ground water monitoring plan, and maintain the stormwater system pursuant to a Department permit. Long-term care shall continue for five years from the date of closing for unlined disposal units, and thirty years from the date of closing for disposal units constructed with a liner system ~~for five years from the date of closing~~. Before the expiration of the long-term care monitoring and maintenance period, the Department may extend the time period if the ground water monitoring system indicates that the facility continues to impact ground water at concentrations which may be expected to result in violations of Department water quality standards or criteria; if site-specific conditions make it likely that any contamination that ~~which~~ may emanate from the disposal area would not be detected within the long-term care period ~~five years~~; if the final cover does not have well established vegetation or is showing signs of continuing significant erosion problems; or if the permittee has not performed all required monitoring or maintenance.

(11) Financial assurance.

(a) As a condition for issuance of an off-site construction and demolition debris disposal facility permit, permit transfer, or permit modification authorizing expansion, the owner or operator shall provide the Department with proof of financial assurance issued in favor of the State of Florida in the amount of the closing and long-term care cost estimates for the facility. This proof shall be submitted to the Department as part of the permit application process. The financial mechanism shall either be:

1. For facilities owned or operated by a local government, an escrow account pursuant to subsection 62-701.630(5), F.A.C. or an alternate financial mechanism pursuant to subsection 62-701.630(6), F.A.C.; or

2. For facilities not owned or operated by a local government, an alternate financial mechanism pursuant to subsection 62-701.630(6), F.A.C.

(b) A permittee may delay submitting proof of financial assurance for a solid waste disposal unit under the following conditions. Such proof must be submitted at least 60 days prior to the planned acceptance of any solid waste. Under no

circumstances shall the permittee receive waste at the solid waste disposal unit until it has received written acknowledgement from the Department that the financial mechanism has been properly submitted and funded.

1. The solid waste disposal unit for which a permit is being sought has not received solid waste for storage or disposal;

2. The permit being sought does not authorize operation of the solid waste disposal unit, or requires a specific separate approval by the Department prior to operation being authorized;

3. The permittee identifies the type of financial mechanism it intends to use, and provides reasonable assurance as part of the permit application that it is capable of getting and using the identified mechanism; and

4. The permittee submits Form 62-701.900(29) as part of the permit application. This form will inform the permittee of these requirements, and will include an acknowledgement by the permittee agreeing not to accept waste until the financial assurance has been approved.

(c) Closure cost estimates and annual updates thereof shall comply with the provisions of subsection 62-701.630(3) and paragraphs 62-701.630(4)(a) through (d), F.A.C., except that the cost of long-term care shall be based upon a five-year period, and the costs shall be based upon compliance with this section.

(d) If a local government requires financial assurance for closure, which is at least as stringent as that required by this rule, the Department will attempt to establish a cooperative mechanism with the local government and thereby avoid duplicative financial requirements.

(e) Owners or operators of facilities that are required to undertake a corrective action program in accordance with paragraph 62-701.730(4)(c), F.A.C., shall submit proof of financial assurance to the Department in accordance with subsection 62-701.630(7), F.A.C., no later than 120 days after the corrective action remedy has been selected.

(f) If long-term care is extended because the permittee has failed to perform all required monitoring and maintenance during the long-term care period, or if the long-term care period is extended during the active life of the facility based upon site-specific conditions, financial assurance shall continue to be required during the extended long-term care. If the long-term care is extended for any other reason, financial assurance is not required during the extended long-term care period, except as may be required in paragraph (e) of this subsection.

(12) Annual Reports. The owner or operator of the facility shall submit an annual report to the Department on Form 62-701.900(7). This report shall include a summary of the amounts and types of wastes disposed of or recycled. The county of origin of materials that are recycled, or a statement that the county of origin is unknown, shall be included in the report. The report shall be submitted no later than February ~~April~~ 1 of each year and shall cover the preceding calendar year.

(13) Recycling.

(a) The owner or operator of a facility that accepts construction and demolition debris for disposal and that also recovers materials from the construction and demolition debris waste stream for purposes of recycling shall meet the requirements of this section as well as the requirements of Rule 62-701.710, F.A.C. If there is a conflict between this section and Rule 62-701.710, F.A.C., this section shall govern. It is not necessary for the owner or operator to apply for a separate permit as a waste processing facility or to pay an additional fee.

(b) The owner or operator of a facility that recovers materials from the construction and demolition debris waste stream for purposes of recycling but that does not dispose of any wastes on-site shall apply for a permit on Form 62-701.900(4), and shall comply with the provisions of Rule 62-701.710, F.A.C.

(c) In order to reuse recovered screened material other than clean debris from the construction and demolition debris waste stream, an owner or operator shall demonstrate that this material will be managed and reused in a manner that will pose no significant threat to public health or the environment. In making this demonstration, the owner or operator may consider background levels of receiving soils, whether the material will be blended with other materials, and the likelihood that the material may have unlimited distribution or come into direct contact with the public. Examples of management practices which would not require analysis for health-based criteria include permanent encapsulation, use as initial or intermediate cover or subsurface construction at a permitted landfill, or use under at least two feet of clean cover material.

(d) Metal, paper, glass, plastic, textile, or rubber materials that have been diverted and source separated or have been removed from the construction and demolition debris waste stream for sale, use, or reuse as raw materials may be managed as recovered materials. Other materials that have been diverted and source separated or have been removed from the construction and demolition debris waste stream may be sold, used, or reused as raw materials upon a demonstration that the material will pose no significant threat to public health or the environment.

(e) No construction and demolition debris may be accepted for disposal at any facility unless it has first been processed to remove recyclable materials. The processing may occur at a permitted materials recovery facility, at another permitted disposal facility, or at the facility accepting the material. This paragraph does not apply in the following situations:

1. The facility accepting the waste for disposal demonstrates that it is not economically feasible for the waste to be processed prior to disposal;

2. The waste consists solely of recovered materials;

3. The materials have previously been source-separated and offered for recycling; or

4. The materials have previously been processed.

(14) Incineration. A facility that employs an air curtain incinerator and that also stores or disposes of construction and demolition debris at the site shall meet the permitting requirements of Rule 62-256.500, F.A.C., as well as this section.

(15) Clean debris. Clean debris may be used as fill or raw material in any area, including waters of the State, subject to receipt of an environmental resource permit from the Department where applicable. Clean debris used as fill material is not solid waste, and such use does not require a solid waste permit under this rule.

(16) Landfill disposal. Construction and demolition debris may be disposed of in a permitted landfill. However, each county must maintain segregated disposal areas for construction and demolition debris. The cover requirements for a segregated construction and demolition debris disposal area within a permitted landfill shall be those in subsection (9) of this section. Landfills permitted in accordance with Rule 62-701.330, F.A.C., which have construction and demolition debris disposal units or recycling facilities included as part of their permit conditions, are not required to submit separate permit applications or financial assurance documents under this section.

(17) On-site disposal. Construction and demolition debris that is disposed of on the property where it is generated, or on property that is adjacent or contiguous to and under common ownership and control as that property where the waste is generated, is exempt from the permitting requirements of this section and Rule 62-701.330, F.A.C. However, such disposal is subject to the prohibitions of Rule 62-701.300, F.A.C. All waste shall be inspected by the generator or a spotter prior to disposal, either at the point of generation or at the disposal site, to ensure that any unauthorized waste is removed from the waste stream prior to disposal and managed in accordance with Department rules. Final cover and seeding or planting of vegetative cover shall be placed on each disposal unit within 180 days after final receipt of waste. Final cover shall consist of a 24-inch-thick soil layer, the upper six inches of which shall be capable of supporting vegetation, and shall be graded and compacted as necessary to eliminate ponding, promote drainage, and minimize erosion. The side slopes of all above-grade disposal areas shall be no greater than three feet horizontal to one foot vertical rise.

(18) Disposal restrictions. Construction and demolition debris may be disposed of only in accordance with one of the methods authorized above. In addition, disposal areas shall be operated so that adverse environmental and public health impacts, such as blowing litter and vectors, are minimized. Upon discovery that a permitted facility has disposed of solid waste outside of its permitted dimensions, the owner or operator shall notify the Department within three working days of this discovery. If all waste is not relocated within the permitted dimensions of the facility within 30 days of discovery, upon order of the Department the facility shall not accept any waste until the facility is in compliance with its permitted dimensions.

(19) Asbestos waste disposal. Asbestos-containing waste materials regulated pursuant to 40 C.F.R. Part 61, Subpart M, shall not be disposed of in a construction and demolition debris disposal unit.

(20) CCA treated wood. The owner or operator of a facility, except for a disposal facility with a constructed liner system, shall design and implement a CCA treated wood management plan. The plan shall be designed to minimize the amount of CCA treated wood that is delivered to the facility, and must describe procedures the operator will use to make a reasonable effort to separate any CCA treated wood from other wastes at the facility. CCA treated wood that is separated from other wastes at the facility shall not be disposed of at an unlined solid waste disposal facility.

(21) Alternate procedures. The owner or operator of a facility may request alternate procedures and requirements in accordance with Rule 62-701.310, F.A.C. However, if such request is based upon the nature of the construction and demolition debris accepted at the facility (for example, if a facility accepts only segregated wastes which are expected to have a minimal environmental impact), the request will be submitted to and acted on by the appropriate District office of the Department, and need not be accompanied by any additional fee.

Rulemaking Authority 403.0877, 403.704, 403.707 FS. Law Implemented 403.0877, 403.706, 403.707 FS. History–New 8-2-89, Formerly 17-701.061, Amended 1-6-93, Formerly 17-701.730, Amended 12-23-96, 4-23-97, 5-27-01, 1-6-10.

62-701.801 General Permit for Solid Waste Transfer Station. (REPEALED)

Specific Authority 403.814(1), FS. Law Implemented 403.061, 403.087, 403.088, 403.702-403.73, 403.814, FS. History -- New 7-8-82; Formerly 17-4.61; 17-4.610; 17-7.801; Amended 1-6-93, 5-19-94, Formerly 17-701.801, Repealed 5-27-01.

62-701.802 General Permit for Land Application of Grade II Domestic Wastewater Treatment Sludge. (Repealed)

Specific Authority 403.814, FS. Law Implemented 403.061, 403.087, 403.702, through 403.715, 403.814, FS. History -- New 6-16-84, Formerly 17-4.64, 17-4.640, 17-7.802, 17-701.802, Repealed 12-23-96.

62-701.803 General Permit for Off-site Disposal of Land Clearing Debris.

(1) Notification. Notwithstanding the provisions of Rule 62-701.730, F.A.C., facilities that accept for disposal only land clearing debris may operate under a general permit pursuant to Part III of Rule 62-4, F.A.C., and this section. For purposes of this section, "land clearing debris" includes yard trash and unpainted, nontreated wood scraps and wood pallets that meet the definition of construction and demolition debris. The owner or operator of the land clearing debris disposal facility shall notify the Department in writing of the intent to use this general permit on Form 62-701.900(3), Notification of Intent to Use a General Permit for a Land Clearing Debris Disposal Facility, effective date January 6, 2010, hereby adopted and incorporated by reference. Copies of this form are available from a local District Office or by writing to the Department of Environmental Protection, Solid Waste Section, MS 4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. Owners or operators of solid waste

62-701.900 Forms.

The forms used by the Department in the solid waste management program are adopted and incorporated by reference elsewhere in this chapter. The following list of forms is provided solely for convenience. Some of the form numbers may not be consecutive due to repeal or transfer of earlier forms. Copies of forms may be obtained from a local District Office or by writing to the Florida Department of Environmental Protection, Solid Waste Section, Mail Station 4565, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(1) Application to Construct, Operate, Modify, or Close a Solid Waste Management Facility, effective January 6, 2010.

(2) Certification of Construction Completion of a Solid Waste Management Facility, effective May 19, 1994.

(3) Notification of Intent to Use a General Permit for a Land Clearing Debris Disposal Facility, effective January 6, 2010.

(4) Application to Construct, Operate, or Modify a Waste Processing Facility, effective January 6, 2010.

(5) Financial Mechanisms for Solid Waste Management Facilities Requiring Closure and/or Long-term Care, effective January 6, 2010.

(a) Solid Waste Facility Irrevocable Letter of Credit.

(b) Solid Waste Facility Financial Guarantee Bond.

(c) Solid Waste Facility Performance Bond.

(d) Solid Waste Facility Closure/Long-Term Care Insurance Certificate.

(e) Solid Waste Facility Financial Test.

(f) Solid Waste Facility Corporate Guarantee.

(g) Solid Waste Facility Trust Fund Agreement.

(h) Solid Waste Facility Standby Trust Fund Agreement.

(6) Application to Construct, Operate, or Modify a Construction and Demolition Debris Disposal or Disposal with Recycling Facility, effective May 27, 2001.

(7) Annual Report for a Construction and Demolition Debris Facility, effective January 6, 2010.

(8) Permit Transfer Form, effective January 6, 2010.

(9) Application for Preliminary Examination and Final Examination and Certification of Resource Recovery Equipment, effective November 15, 2009.

~~(10) Application for a Permit to Construct/Operate a Solid Waste Management Facility for the Production of Compost, effective December 23, 1996.~~

~~(11) Annual Report for a Solid Waste Management Facility Producing Compost Made from Solid Waste, effective December 23, 1996.~~

(12) Waste Tire Collector Registration Application, effective January 6, 2010.

(13) Waste Tire General Permit Application, effective January 6, 2010.

(14) Waste Tire Site Notification, effective January 6, 2010.

(15) Waste Tire Processing Facility Quarterly Report, effective January 6, 2010.

Article 24 Mining or Excavation and Fill Operations

404.90 Purpose

The purpose of this Article is to regulate mining and land excavation and filling activities with provisions for reclamation and reuse such that these activities do not adversely affect established residential areas, conservation or preservation areas identified on the Future Land Use Map, or adversely affect transportation corridors, the quality of air, groundwater, surface water, land and wildlife in the County.

404.91 Applicability

The requirements of this Article shall apply to all new or expanded mining or excavation and fill operations, and shall not affect the validity of any special use permit, mining master plan, development plan or mining permit approved by January 30, 2006. No existing operation shall be expanded or otherwise modified without first being authorized in accordance with this Article. In addition, any mining or excavation and fill operation shall be subject to the requirements of this Article as part of any annual report, as required by §404.102, or as a result of an application to expand or modify the facility.

404.92 Exemptions

The activities listed below are exempt from the requirements of this Article.

(a) Approved Development

Grading, land clearing, land filling, site development and related activities undertaken in accordance with an approved development plan, building permit, or similar permit issued by Alachua County.

(b) Public Improvements

Onsite excavation or filling in connection with the construction, maintenance or repair of a public facility or improvement carried out under the supervision of Alachua County or the Florida Department of Transportation (FDOT), or off-site borrow pits constructed on private property in conjunction with a County or FDOT Construction Permit. Off-site borrow pits on private property shall be subject to administrative review by the Department prior to commencement of any development activity.

(c) Minor Excavation or Filling

Filling or excavation activity which involves the removal or filling of less than 200 cubic yards of material at a single site. For the purposes of this Article, a single site is defined to be one parcel or a group of contiguous parcels under common ownership.

(d) Emergencies

Filling or excavation activity undertaken in connection with the emergency filling of a newly formed or newly expanded sinkhole, or severe erosion problem, other subsidence or similar circumstances affecting the public health, safety, or welfare, as determined by the County.

404.93 Limitation on Exemptions

The activities identified in §404.92 shall not be considered exempt and must comply with the provisions of this Article, if the activity requires permits from a water management district, the Florida Department of Environmental Protection (FDEP), or U.S. Army Corps of Engineers, or the activity occurs within a floodplain or conservation area.

404.94 Permitted Location of Mining, Excavation and Fill Operations

Mining or excavation and fill operations may be permitted, subject to the requirements of this Article and other applicable requirements in this ULDC, only within areas designated Rural/Agriculture on the Future Land Use Map.

404.95 Special Use Permit and Development Approval Required

Activities related to a new or expanded mining or excavation and fill operation shall not commence until a special use permit has been issued by the Board of County Commissioners and a development plan, meeting the conditions of the special use permit, has been approved by the Development Review Committee.

(a) Expiration of Special Use Permit and Development Plan

Approval of a special use permit and development plan for a mining or excavation and fill operation shall be valid for a maximum of five years, except for excavation, clean debris and land clearing debris operations, which shall be valid for a period specified in the special use permit necessary for the completion of all operations, including necessary reclamation. Failure to obtain final development plan approval from the DRC for a mining or excavation and fill operation within one year of the special use permit approval by the Board of County Commissioners shall result in the automatic expiration of the special use permit.

(b) Amendment of Special Use Permit

An extension of time for an approved special use permit may be granted as an amendment to the existing approval, subject to the requirements of Article 18 in Chapter 402. Any amendments to an approved development plan or changes to the approved conditions will also require an amendment to the existing special use permit.

(c) Transfer of Special Use Permit

A special use permit for a mining or excavation and fill operation may be transferred subject to the standards listed below.

1. Notification

The permittee of a special use permit shall file a notice of transfer with the Growth Management Department, in a form approved by the County.

2. Evidence of Financial Responsibility

The transferee shall provide, in a form acceptable to the County, proof of financial responsibility as required by §404.103 of this Article.

404.96 General Standards for Mining or Excavation and Fill Operations

The standards listed below shall apply to all mining or excavation and fill operations.

(a) Prohibited Activities

Unless permitted by a special use permit, the activities listed below are prohibited in association with a mining or excavation and fill operation.

1. **Surface Waters and Wetlands**

   Mining, excavation or filling shall not be permitted in surface waters or wetlands, except as provided in the applicable requirements of this ULDC. Nor shall water be diverted from natural stream channels and drainage ways shall not be interrupted or relocated except as provided in the approved development plan.

2. **Operations in Groundwater**

   Mining, excavation or filling shall not be permitted in groundwater of the Floridan or intermediate aquifer systems, except as provided in the applicable requirements of the Florida Administrative Code. Groundwater withdrawals permitted as part of an approved mining or excavation and fill operation shall not result in a lowering of the potentiometric levels of an aquifer beyond the boundaries of the approved mining or excavation and fill operation.

3. **Vibration**

   Vibration resulting from any mining or excavation and fill operation sufficient to cause damage of any kind to persons or property not included within the approved area of operation.

4. **Blasting**

   Where specifically permitted by the conditions of a special use permit, blasting or other use of explosives shall comply with all applicable federal, state and county standards.

5. **Degradation of Water Quality**

   All surface drainage from site runoff shall be directed away from open pit excavations to avoid groundwater contamination. Pollutants or substance of any kind which may be detrimental to water quality shall not be permitted to enter the surface drainage system or the groundwater system through sinkholes on or adjacent to the site.

(b) **Limited Disposal of Materials**

In a mining or excavation and fill operation, disposal of materials as fill is limited to construction and demolition debris or further limited to clean debris and land clearing debris, as specified by the approved special use permit for the site.

1. **Construction and Demolition Debris**

   Construction and demolition debris shall be limited to glass, brick, concrete, asphalt material, gypsum wallboard, and lumber (excluding CCA pressure-treated), nonrecyclable scrap metal (steel, iron, aluminum), clay construction materials (brick, pipe), and plastics (pipe, sheeting), uncontaminated soil and rock and land-clearing debris from construction projects. Asbestos materials are specifically excluded. Contamination of construction and demolition debris with any amount of other types of solid or hazardous waste will cause it to be classified as other than construction and demolition debris.

2. **Clean Debris and Land Clearing Debris**

   Clean debris shall be limited to brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel. Land clearing debris shall be

limited to uncontaminated soil and rock, tree remains, trees, and other vegetative matter from land clearing for a construction project.

(c) Hours of Operation

Mining or excavation and filling activities shall be limited from 6:00 a.m. to 8:00 p.m., Monday through Saturday. More limited hours of operation may be imposed at the time of approval of the special use permit.

(d) Access Routes

Mining or excavation and fill operations shall be permitted only at sites served by roads adequate to accommodate the projected truck traffic. Access shall not be permitted from an interior road through a platted subdivision unless the excavation and fill is specifically designed to facilitate the completion of the subdivision in which the haul route is located. Haul roads through platted subdivisions must be closed prior to the issuance of the first Certificate of Occupancy along the haul road. If access to a site is over an unpaved segment of public road, the operator shall be responsible for maintenance of the unpaved segment in a satisfactory operating condition.

(e) Temporary Road Stabilization

On the site of mining or excavation and fill operations, the use of milled or crushed asphalt is permitted for road stabilization. Asphalt used for this purpose may be stored temporarily within an unexcavated area or a reclaimed area of the site. The material shall be removed from a roadway when it is no longer in use, and onsite disposal or burial of asphalt is prohibited. The development plan shall include an identification of all areas proposed as asphalt or material storage areas and a procedure for the disposal of material utilized for temporary road stabilization.

(f) Dust Controls

Mining or excavation and fill activities shall be operated in a manner that shall minimize fugitive dust emissions. Dirt roads within the site and unpaved public roads in the vicinity used for access to and circulation with the project may require dust retardant treatment at the expense of the operator. The use of suppressants as a dust retardant technique shall be evaluated by the DRC and receive approval before their use is permitted. Natural vegetation shall not be removed within any required setback or buffer areas, or from any area of the site prior to excavation of that area.

404.97 Site Development and Operational Standards

All mining or excavation and fill operations, activities and structures shall comply with the standards in this Section for site development and operations on site. Existing mining, excavation and fill sites or reclamation projects operating with current and valid special use permits originally approved prior to January 30, 2006 shall be exempt from the operational standards found in this section unless otherwise required as a condition of the special use permit.

(a) Setbacks

Each operation shall comply with minimum setbacks, based on features on or adjacent to the site and on the future land use designations of surrounding properties, and established in Table 404.97.1 below.

Table 404.97.1
Minimum Setbacks for Mining or Excavation and Fill Activities

Adjacent Natural Features or Future Land Use Designations	Mining Activities[1]	Excavation and Fill Activities[2]
Public ROW or public or private utility easement	200	50
100-year floodplains	200	200
Identified conservation areas	500	250
Potable water wells	500	500
Urban Residential or Estate Residential	1,000	150
Conservation or Preservation	1,000	250
Commercial or Tourist/Entertainment	250	150
Institutional or Recreation	500	250
Industrial	200	100
Rural/Agriculture	200	100

[1]Includes processing plants, ponds or structures for settling, thickening, tailings and slime.
[2]Includes spoil piles, stockpiles, or storage of materials.

(b) Screening and Buffering

A medium-density buffer of at least 50 feet in width shall be provided along the entire boundary of the mining or excavation and fill site. Where the site is adjacent to or within 300 feet of urban residential or estate residential land uses, a medium-density buffer of at least 100 feet in width shall be provided. Points of access shall be given exception from these minimum buffer requirements. To the greatest extent possible, natural vegetation and foliage existing on the site shall be retained to establish buffers. If the natural vegetation and foliage does not provide adequate visual buffer or noise attenuation, additional plantings, fences, earth berms or similar materials may be required.

(c) Maximum Heights

1. Buildings and Structures

All buildings and structures shall comply with the height of the zoning district in which the mining or excavation and fill operation is located, and may be further limited by the conditions of the special use permit.

2. Stockpiles, Spoil Piles, and Storage of Materials

Spoil piles, stockpiles, or storage of excavated materials shall not exceed 50 feet in height, and may be limited further by the conditions of the special use permit.

(d) Fencing and Security

Unless otherwise provided by the Board of County Commissioners, each mining or excavation and fill site shall be completely enclosed by a fence consisting of chain link, field wire, or other material not less than six feet in height, with a heavy duty, locking, security gate at each access point. All gates shall be kept locked at all times unless an employee of the owner or operator is on site. All fences and gates shall

prominently display permanent "No Trespassing" signs a minimum of every 500 feet.

(e) Test Borings

For proposed new or expanded mining or excavation and fill operations, test borings shall be required to delineate geologic conditions, and to determine the interface between the surficial and Floridan aquifers and the locations of groundwater tables on a site. In existing operations, new test borings shall be performed prior to development of new excavation or mining areas. At a minimum, the test borings shall comply with the standards listed below.

1. Minimum Depth

All borings shall be conducted to a depth of not less than 10 feet below the deepest proposed mining or excavation.

2. Maximum Spacing

All borings shall be spaced at a minimum of 500-foot intervals in two transverse directions.

3. Log Content

The boring log shall indicate the geologic description and thickness of all strata encountered, including topsoil, overburden, mineral deposit or material to be mined or excavated and material immediately underlying the mineral deposit or material, and the position of the groundwater in relating to individual borings.

(f) Filling in Surficial Aquifer

Filling may be permitted in groundwater of the surficial aquifer system, in excavation and fill operations or in limestone pits or quarries, but shall be limited to clean soil or rock materials including sand, clay, or limestone. Exceptions to these standards may be considered if liners, leachate collection systems and cover systems are proposed for a site.

(g) Groundwater Standards

For each mining or excavation and fill operation, a groundwater quality system shall be installed according to the standards of the Florida Department of Environmental Protection (FDEP). Groundwater quality on each site of a mining or excavation and fill operation shall be monitored according to the standards of the FDEP, and all test results from monitoring wells shall be provided to the County. For the purpose of sampling and analysis to gather baseline data regarding ground water resources, the County shall have access to all test wells on site.

(h) Dewatering

Dewatering operations shall be planned and controlled so as to provide minimum drawdown of the shallow groundwater table. Any dewatering operation which results in detrimental fluctuations of water levels in adjacent wetland areas shall be terminated until such time as a satisfactory plan is approved by the DRC to maintain water levels in such areas.

(i) **Planned Water Bodies**

Planned water bodies or groundwater lakes incorporated in the final reclamation plan are required to meet the following standards:

1. Bodies of water shall be designed for a minimum depth of eight feet over a minimum of 80 percent of the water surface area.
2. A minimum of ten percent of the lake shall be refilled to shallower depths of two to four feet in order to encourage aquatic plant growth and fish propagation.
3. If side slopes different from the ten percent ratio are proposed, terracing may be utilized, subject to approval by the DRC for an engineering evaluation of the long-term stability of such slopes.

404.98 Additional Excavation and Fill Operation Requirements

(a) **Method of Excavation**

The method of excavation shall be planned so that the greatest volume of earth can be moved without resulting in deep holes scattered throughout the site. The use of the land shall be so that excavation is brought to the permitted depth at one part of the property and then proceeds to the remainder of the property.

(b) **Depth of Excavation**

Where the Floridan Aquifer is unconfined, excavation shall be permitted no deeper than 15 vertical feet above the top of the Floridan Aquifer, to ensure that a minimum of 15 feet of undisturbed soil remains above the wet season high water table or limestone. Field adjustments shall be made as necessary to accomplish this intent. A land surveyor licensed in the State of Florida shall establish accessible benchmarks at 500 foot centers within the limits of the areas of the active excavation reflecting the limits of excavation depth to ensure 15 feet of undisturbed soil remains above the top of the Floridan Aquifer.

(c) **Continuous Reclamation**

Permanent vegetative cover shall be established in five or ten acre increments. Upon filling of five acres of the site, a soil cap shall be placed and permanent vegetative cover shall be established so that no more than ten acres of the site is being actively filled. For those areas that are not planned for backfilling, 1:4 (rise:run) side slopes shall be created and permanent vegetative cover established on these slopes. Final grading and establishment of permanent vegetation shall occur on an area-by-area basis as backfilling is completed so that reclamation takes place in conjunction with excavation and fill. Reclamation shall be continuous, and shall commence immediately after activity within an area of the site. Revegetation of all areas shall be accomplished no later than 90 days after the completion of other aspects of reclamation. Vegetation types utilized shall consist of grasses to be used for hay/sod production or native species replicating natural habitat that are well adapted to the soil's condition and terrain features prevalent on the site.

404.99 Additional Mining Operation Requirements

(a) **Method of Excavation**

All excavation of overburden shall be accomplished in a manner conducive to segregated stockpiling of differing geologic materials. Topsoil, clean sands and

clayey soils shall each be stockpiled separately or layered in stockpiles in such a manner as to avoid commingling of differing geologic materials, and in all cases care shall be taken to avoid contaminating topsoil with clayey materials.

(b) **Soil Restoration**

Upon completion of the mining operation, restoration of the ground surface shall be accomplished by replacement of each of the differing soil types in reverse sequence from that in which they were removed. Each separate layer, horizon or geologic strata shall be replaced and consolidated before the succeeding layer is replaced. Topsoil uncontaminated with clayey materials shall be placed as the final surface cover on all mining operations.

(c) **Final Contours**

Contours shall be regraded as closely as possible to those existing originally on the site unless the reclamation plan has established an alternate set of contours as being more desirable for the final intended use of the reclaimed land. If the nature of mining operations is such that quantities of available spoil material are not adequate for restoration to original contours, than the site shall be reclaimed so that no slope is steeper than one foot of vertical run to six feet of horizontal run, except in the case of limerock cuts, which shall be left at a stable slope.

404.100 Required Materials for Special Use Permit Review

The information in this Section shall be submitted by an applicant as part of special use permit review.

(a) **Project Description**

A general project description of the proposed or expanded mining or excavation and fill operation shall include the following, as applicable:

1. types of minerals or materials to be mined or excavated on the site;
2. the nature of materials to be used for fill, including clean debris, construction and demolition debris, or similar materials;
3. estimated total area, in acres, to be mined or excavated and filled;
4. proposed approximate dates for beginning and completing all mining or excavation and fill operations;
5. proposed days and hours of operation;
6. proposed method for onsite processing of minerals or materials;
7. proposed method for receipt, stockpiling and fill of clean debris or construction and demolition debris;
8. a description of truck or transportation routes to be used for transport of minerals, materials or fill, onsite and within 1,000 feet of the site;
9. a description of how the minerals or materials are to be transported to and from the site, including all types and sizes of carriers to be utilized;
10. the anticipated number of trips per day to or from the site; and
11. the destinations to which minerals and materials will be transported, and a description of any trans-shipment points and changes in mode of transportation.

(b) **Location Map**

This map shall show the location of the site and boundaries of property lines in relation to state and County roads.

(c) **Aerial Photograph**

An aerial photograph taken within one year of application submittal, showing property lines and areas proposed for mining, excavation or fill.

(d) **Development Plan**

This graphic shall include the following features:

1. all property lines within 500 feet of subject property;
2. public and private roads, paved or unpaved;
3. planned access from public or private roads;
4. utility lines and easements on site;
5. septic tanks and drain fields on site;
6. conservation areas on or adjacent to site;
7. the approximate location and acreage of existing and proposed mining or excavation and fill areas, with a legend relating approximate time frames of activity within these areas;
8. cross-sectional of the proposed depth of areas to be mined or excavated and relationship to the wet season high water table and geologic materials, based on test borings performed on the site;
9. proposed location of groundwater monitoring wells on the site;
10. proposed location of buildings and structures on site, including pipelines;
11. proposed location of height of milled asphalt storage piles, stockpiles, and spoil or other excavated materials;
12. proposed location of tanks for liquids stored on the site;
13. location of all fences, walls, earth berms or vegetative buffers to be installed or existing on site;
14. dimensions and total square feet of existing and planned impervious areas on the site;
15. location and dimensions of planned stormwater management facilities;
16. setbacks proposed for all structures and operations; and
17. existing potable water wells within 500 feet of the site boundaries.

(e) **Floodplain Map**

A USGS floodprone area map or USGS topographic map with 100-year floodprone areas is acceptable. The map shall include property lines of the proposed mining or excavation and fill site. The Director shall have the right to require the applicant to submit data to establish the location of the 100-year floodprone area.

(f) **Soils Map**

A map of generalized soils, with property lines delineated. Natural Resource Conservation Service (NCRS) maps may be used for general reference.

(g) **Site Topography**

A map of topography consistent with the 7 ½ USGS Minute Series or any more recent replacement, showing property lines and contour lines on the site at a maximum of two-foot intervals.

(h) **Water Resources**

A map of all wetlands and aquifer recharge areas on the site, delineating project property lines. This map shall show the proposed location of test wells on the site, which will be used to determine average and seasonal high water table depths and the direction of flow gradient.

(i) **Survey of Site**

The survey shall include all areas subject to the application and a legal description. The survey shall have been completed no more than one year prior to the application submittal. The survey shall include locations and elevations of required 500-foot-centered benchmarks in areas designated for mining, excavation, or fill.

404.101 Required Materials for Development Plan Review

In addition to the requirements for special use permit review, the information indicated in this Section shall be submitted by an applicant as part of development plan review.

(a) **Environmental Assessment**

An environmental assessment shall be submitted according to the requirements of Chapter 406 of this ULDC.

(b) **Hazardous Materials Management Plan**

A hazardous materials management plan shall be submitted to establish a mining or excavation and fill operation or to extend the approval period of such operation. This plan shall be evaluated and found adequate by the Development Review Committee as a condition of final development approval. A hazardous materials management plan shall address, but is not limited to the following:

1. establishment of procedures for the prevention of releases of hazardous wastes into the natural environment, including air, ground water and surface water resources;
2. establishment of procedures for identification, removal, disposal and remediation of releases of hazardous wastes into the natural environment;
3. identification and use of proper procedures to prevent improper release into the environment of vehicle maintenance materials used on site, including fluids, lubricants, oils and similar materials, and to ensure such materials are utilized and disposed of in accordance with manufacturer's specifications;
4. establishment of procedures for the identification, collection and disposal of wastes, other than clean debris or land clearing debris, that may be delivered to approved excavation and fill sites; and
5. establishment of a method for monitoring the identification, disposal and mitigation of adverse impacts from unauthorized materials.

(c) **Waste Management Plan**

A waste management plan for the handling of unauthorized wastes shall be established for the purpose of outlining procedures for properly managing the

removal and disposal of such wastes identified on the site. This plan shall be evaluated and found adequate by the Development Review Committee as a condition of final development approval.

1. **Effect of Unauthorized Materials Present on Site**

   If unauthorized materials are present on site and can, based upon the specific nature of such materials and their threat to ground water quality, or the amount of such materials on site, or the location of such materials in relation to groundwater resources, the Director of EPD may authorize monitoring of the threat of such materials to contaminate water quality.

2. **Materials Used On Site**

   Any materials such as lubricants, hydraulic fluids, oils or other materials used in equipment maintenance shall be properly stored, collected and disposed of. The management plan shall outline spill cleanup and disposal procedures to deal with lubricants, oils and similar materials used on site but not within the scope of the permit for disposal on site.

(d) **Groundwater Quality Monitoring Plan**

A water quality monitoring plan, prepared by the applicant, shall be required for one or more of the following: new mining or excavation and fill operations; expansion of existing mining operations; as part of an annual review of an approved special use permit, existing mining or excavation and fill conducted where similar previous site activities may have degraded groundwater or surface water quality; or in instances where there is evidence of disposal of prohibited materials. A water quality monitoring plan shall include the information listed below.

1. The type of device or procedure to be installed or followed.
2. The monitoring, sampling and reporting schedule to be followed.
3. The proposed depth, locations and construction details for monitor wells or water quality monitoring stations.
4. The proposed water sampling program with anticipated sampling schedule and parameter coverage. A proposal for the compilation of data and the submission of reports to the EPD.
5. A proposal for the compilation of data and the submission of reports to the EPD.

(e) **Reclamation Plan**

A reclamation plan, prepared and sealed by a professional engineer, shall be submitted with the application for a mining or excavation and fill operation. The plan shall describe the proposed mining and land reclamation operations and procedures to be followed for a minimum period of five years. The plan shall include the information required here and shall comply with applicable federal, state or water management district requirements.

1. **Areas to be Reclaimed**

   The total area of the entire mined, excavated, or otherwise disturbed area that is to be reclaimed, in both percent of site area and total acres, as well as an annual schedule for the areas to be reclaimed.

2. **Reclamation Methods**

   A description of the manner in which restructuring, reshaping, and revegetation will be accomplished.

3. **Reclamation Timetable**

   A timetable detailing the estimated time periods for stages of reclamation and reuse after the mining, excavation and fill activity has been completed. A time limit for completion of reclamation shall not be placed on areas reserved for slime ponds or settling ponds in mining operations.

4. **Potential Future Uses of Site**

   The potential and planned uses of the reclaimed area and an analysis of how proposed reuse complies with the Comprehensive Plan. Areas utilized for mining or excavation and fill operations shall not be reused for residential purposes, except where engineering data is submitted showing that there has been adequate compaction to allow the type of residential construction proposed.

5. **Final Buffers and Screening**

   The location of fences, walls, earth berms, or vegetative buffers required for reclamation.

6. **Proposed Erosion Control**

   Proposed erosion control measures, including final site grading, final slopes and the locations and types of trees, grasses or other plant materials to be utilized.

7. **Water Bodies and Stormwater Facilities**

   The location, size and water elevations of any water bodies or stormwater facilities proposed as a permanent feature following mining operations. The proposed method for retaining water levels in permanent lakes.

(f) **Mining Operations Plan**

The plan shall contain information regarding proposed mining and excavation on the site, including but not limited to the following information:

1. the ultimate method for disposal of stockpiles, spoil piles, or other materials stored on the site;
2. the proposed dewatering plan, including the method of disposal for water created by this process, the location and size of any disposal areas, and the method of treatment of any waters to be discharged offsite or into surface waters;
3. estimated annual water consumption, in gallons per day, for all operations and activities;
4. proposed use of water recycling or reclamation processes or techniques, in gallons per day;
5. proposed transfers of water from one watershed or basin to another, including amounts in gallons per day;

6. proposed importing of water from another source, including identification of source, amount in gallons per day, length of transfer in miles, and method of transfer;
7. the anticipated amount of wastes, tailings and similar materials to be produced and plans for disposal including the size and nature of treatment facilities located onsite;
8. the anticipated amounts of airborne emissions from the mining operation, including all equipment, transportation, processing or other sources; and
9. a complete description, including process flow diagram, of any proposed mineral-resource processing operation to be conducted on the site.

404.102 Annual Report

An annual report of any approved special use permit for any mining or excavation and fill operation shall be submitted no later than October 1st of each year. Failure to file an annual report shall be grounds for suspension of an approved development plan and operations on the site. This annual report requirement shall apply to all existing approvals for mining or excavation and fill operations. All reports shall include, at a minimum, the information listed below:

(a) Development Plan Update

A graphic illustration, utilizing the approved development plan for the mining or excavation and fill operation, showing changes to the site during the previous 12 months due to mining, excavation, fill, placement of overburden or materials and similar changes based upon the operations on the site. This graphic shall include an as-built survey. The survey shall include current topographic contours and current survey elevations at 500 foot centered benchmarks to ensure compliance with permitted excavation depths. The graphic shall show the location and acreage of existing excavated, filled, and reclaimed areas, as well as areas proposed for excavation, fill, and reclamation over the next 12 months. The graphic shall also show the location of milled asphalt storage piles on the site.

(b) Operations Update

A written report summarizing the changes occurring to the site during the previous 12 months, accompanied with tabular data indicating the approximate number of acres changed due to mining, excavation, fill and reclamation. The report shall address how such changes are consistent with the requirements of this Article, all applicable approved plans and all conditions of approval of the special use permit.

(c) Report of Waste Stream

A monthly compilation of the incoming waste stream over the last year, including total amounts (in tons or cubic yards) of waste received, as well as the total amounts disposed of at the site, recycled at the site, or transferred to another location for proper disposal or recycling.

(d) Monitoring

The result of monitoring programs, such as groundwater quality monitoring, that are required by the approved special use permit.

(e) Status of Plantings

An update on the status of required plantings in buffers, stormwater facilities, and reclaimed areas, including the number of surviving plantings and any plantings

made to maintain required survivorship as defined by the approved development plan.

(f) Certification

Certification by a professional engineer that all mining or excavation and fill operations are carried out in compliance with the approval granted by the Board of County Commissioners and the Development Review Committee, the approved master mining or development plan, all applicable federal, state, water management district or County requirements and in accordance with generally accepted engineering practices.

(g) Enforcement Actions

A description of all code enforcement, legal or other enforcement actions pertaining to the property or operation, initiated by Alachua County or other governmental agency in the preceding 12 months, and the disposition or status of such actions.

404.103 Bond and Surety Requirements

(a) Liability for Mining or Excavation and Fill Operations

The owner and operator of a mining operation shall have absolute liability and financial responsibility for any damages to public or private property, human, animal or plant life, or any mineral or water-bearing geologic formation incurred due to mining or excavation and fill operations, failure of any dam, spillway or outlet structure of a settling or thickening pond, or failure to properly reclaim mined-out lands.

(b) Bond for Reclamation Required

As a condition of special use permit approval, the Board of County Commissioners shall require posting of a reclamation bond. The bond shall guarantee funds in an amount of 110% of the estimated cost to complete all required reclamation of a mining or excavation and fill operation, and may be increased to ensure the financial resources to complete reclamation, including placement of a soil cap and revegetation. The bond shall be maintained in perpetuity or until reclamation occurs, and the Board of County Commissioners may withhold a specified portion of the reclamation bond to ensure the reclamation is completed properly.

1. Forms of Security

Acceptable forms of security may include but are not limited to, a letter of credit, surety bond, or cash bond.

2. Retention of Security

The financial security shall be held by the County until the reclamation plan is implemented and completed for the entire site under permit. Proof of a sureties posted with the Florida Department of Environmental Protection shall satisfy this requirement.

3. Alternate Form of Security

The security may be provided in an alternate form acceptable to the County Attorney.

4. **Posting of Security**

The financial security shall be reviewed by the County Attorney, and shall be posted prior to issuance of final development plan approval and the initiation of any land excavation and fill operations.

5. **Partial Release of Security**

If it is determined that the partial completion of reclamation activities reduces the cost of further reclamation, the amount of the financial security may be reduced.

a. At no time shall the security be less than 110 percent of the cost of uncompleted reclamation activities.

b. Reduction in the amount of the financial security shall not occur more often than once in each calendar year.

(c) **Exemptions from Providing Bond or Surety**

The following shall be exempt from the requirement for financial security required by this Section:

1. Mining or excavation and fill operations that may provide proof of a reclamation bond issued to the Florida Department of Environmental Regulation or other regulating agency that guarantees funds in an amount sufficient to complete all required reclamation of a mining or excavation and fill operation.

2. Units of local, regional, state and federal government operating on government-owned property.

404.104 Annual Inspection

In addition to fees for the processing of applications for special use permit and final site plans, the Board of County Commissioners shall impose an annual permit fee for all excavation and fill operations. A separate fee shall be charged for each special use permit approving excavation or fill operations. This fee will be due and payable on October 1 of each year and shall cover the period beginning October 1 and ending September 30 of the following year. In the instance of an operation involving both excavation and filling activities, one fee for both operations shall be imposed. A reduced fee shall be charged for inactive excavation and fill operations. The owner of each excavation and fill operation shall be responsible for notifying the Codes Enforcement Department prior to October 1 of each fiscal year if an excavation and fill operation is inactive. Within this section, the term 'inactive' shall mean that no activity commonly associated with an excavation and fill operation has occurred at the site for period of at least 90 days. Notwithstanding the provisions of this section, no unit of local, state or federal government shall be assessed the annuals inspection fee.

Evaluation of Alachua County's C&D Landfill SUP Renewal Process

March 22, 2011

Board of County Commissioners

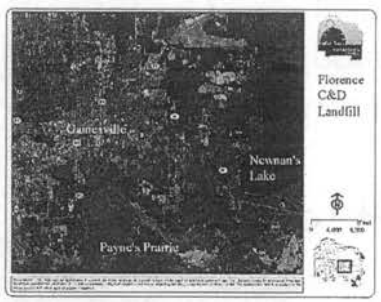
Question/Request

Are there opportunities to reduce process requirements and submittal costs?

- Yes, staff will provide a recommendation that could provide time and cost savings for applicants under particular scenarios.

2 C&D landfills in Alachua County

- Florence (ZOS-03-10) was renewed in 2010 and will require a renewal in 2015
- Watson (ZOS-04-07) is up for renewal in 2012



Existing process and fee requirements

- **New** applications for C&D landfills are required to obtain a Special Use Permit (SUP) and submit a final development plan to the Development Review Committee (DRC)
- SUP fee is $4,000, DRC fee is $2,500
- Required to renew the SUP and development plan every 5-years

SUP Renewal Requirements

- Every 5-years submit:
  - Project description and map, aerial photograph, development plan, site topography and survey, and other site specific information (soils, floodplain and wetlands, setbacks, etc...)
  - Update SUP conditions if necessary or requested
  - Planning Commission and Board of County Commission hearings
  - Fee $3,500

(DRC) Revised Development Plan Requirements

- Revised site plan showing bench marks and changes since last submittal
- Updated management plans (HazMat, Waste Management, Groundwater Quality Monitoring, Reclamation, and Mining Operations)
- DRC fee $1,500 (Revised Final Development Plan)

Summary of County Requirements for C&D Landfill SUP Renewals

- 5-year SUP and development plan renewal
  - $3,500 & $1,500
- Annual Report
  - $1,525 (WQ monitoring)
- Weekly Code Enforcement Inspections
  - $1,626 annually

FDEP Requirements

- 5-year renewal - $4,000 for major changes, $250 for minor
- Attempt to visit sites 3 times a year.
- Meet requirements under Chapter 62-701 Florida Administrative Code (FAC)
- Updating 62-701 FAC to require liners and leachate caption for any expanded areas
- New concerns with gypsum board

Why the County permits facilities

- Determine Land Use and compatibility issues
- Address concerns from neighbors
- Address traffic and road capacity concerns
- Add site specific conditions related to environmental constraints, aquifer and water quality protection, setbacks...
- County can be more restrictive than State in some situations
- State relies on county permitting and inspections to handle ongoing compliance and operation issues.

How we compare to other counties

- At least 3 counties (Broward, Miami-Dade, Palm Beach) have Standard Operating Agreements (SOA) with FDEP, where the county functions as regulatory agency
- Looked at 13 other Florida Counties
  - 4 have moratoriums on private C&D landfills
  - 5 require 5-year renewals (Miami-Dade is considering a moratorium)
  - 2 require 1-year renewals
  - 2 vary on the renewal requirements
  - Renewal fees range from $100 - $10,000

Staff Recommendation

- Retain the 5-year renewal Requirement
- Reduce application costs and requirements for applications that are not proposing changes and have not violated any local, state, or federal guidelines since the last renewal.
  - 60% fee reduction, reduced submittal requirements, and remove requirements for Planning Commission review

Savings for Renewals that meet requirements

Category	Existing	Proposed
SUP Renewal fee	$3,500	**$1,200**
DRC development plan fee	$1,500	**$800**
Survey	General and Topo	**General only***
Public Hearings	PC, BoCC, DRC	**BoCC, DRC**

*$-- Estimated saving on reduced survey requirements

Action Plan

- If the Board of County Commission supports the staff recommendation, no action is required. Staff feels that these changes can take place without a code change.
- However, if the recommendation is supported, staff will evaluate existing code to make sure this approach is clear and may make modifications to the code to held clarify the language.

April 12, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Timber Harvesting Business Plan for Alachua County Forever Preserves (Amended)

Amount
N/A

Description
Requests the Board adopt the Alachua County Forever Timber Harvesting Business Plan

Recommendation
Adopt the Alachua County Forever Timber Harvesting Business Plan and adopt the associated principles, policies and directives

Alternative(s)
BoCC should not adopt the Plan.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection

Attachment(s) Description
Exhibit 1: Alachua County Forever Timber Harvesting Business Plan

Documents Requiring Action
Exhibit 1: Alachua County Forever Timber Harvesting Business Plan

Executive Summary
Staff requests the Alachua County Board of County Commissioners (BoCC) adopt the attached Business Plan (Exhibit 1). It describes principles, policies and strategies that allow Alachua County to harvest and sell timber at market value from Alachua County Forever-managed preserves. The Plan also describes the state of the timber resource inventory on the preserves, outlines the harvesting strategies, estimates the potential revenue, and prescribes the uses of the proceeds.

Background
Alachua County has acquired environmentally significant properties over the last decade to protect, improve and manage water resources, wildlife habitats, and to provide natural areas for resource-based recreation. Acquisitions were financed through two voter-approved initiatives: Alachua County Forever (ACF) in 2000 and Wild Spaces & Public Places in 2008. These preserves provide County residents with the satisfaction of knowing they have protected lands that have the natural qualities they know contribute to their quality of life and the quality of life for future generations. The same reasons that led to the conservation of these lands become more important over time as population increases and fragmentation of the landscape accelerates. Conscientious stewardship of these lands protects this public investment and further enhances its value over time. To guide stewardship of these preserves, the Board of County Commissioners adopted several Guiding Principles on February 26th, 2002. Among these were a "no loss of conservation values" stewardship philosophy and a directive that any stewardship be consistent with Alachua County Forever's primary goal of preserving, restoring and enhancing environmental values. Several acquired preserves contain planted pines. Intensive treatments to reduce competition and maximize growth to produce densely-stocked even-aged stands of timber

were typically utilized by prior landowners. This strategy maximizes return on investment but at the cost of the rich, diverse natural plant and animal communities that previously existed on these sites. A perpetuation of these industrial practices will result in a further loss of conservation value. The restoration of this even-aged forest to an uneven-aged canopy -- and contemporaneous restoration of the ecological benefits associated with it -- is one of the County's preserve stewardship goals. Restoration treatments include timber harvests i.e. thinnings, selective harvest, and clear-cut depending on the ecological goals for the preserve. The harvested timber is a commodity with economic value subject to unique market forces. It is appropriate to take advantage of this opportunity and derive income from this restoration effort. A sound management strategy can facilitate the ecological restoration of the lands, improve the quality of both ecological and recreational values, and provide some funds to accomplish these stewardship goals. The purpose of this Business Plan is to: (1) Articulate certain principles that guide timber harvesting on Alachua County Forever (ACF)-managed lands; (2) Describe common harvest practices that may be used on ACF-managed lands; (3) Recommend to the Alachua County Board of County Commissioners (BoCC) sound business practices that guide timber harvest on these lands; and, (4) Identify the timber stands that require harvesting and estimate their product classes, economic value, and projected harvest schedule. This Business Plan has been reviewed by the Community Planning Group (12/16/2008, 12/7/2010), the Financial Planning Group (3/10/2010, 3/2/2011) and the County Attorney (3/8/2011).

Issues

The County would be harvesting timber on conservation lands. All harvesting plans and harvesting activities are intended to further the goals of the County under the Alachua County Forever program; protect and enhance water resources, habitats and to provide resource-based recreational areas. Logging can result in impacts to the properties that are unsightly, ecologically damaging and necessitate closures of portions of the property during harvesting. However, with proper planning, oversight and execution, staff is confident that these activities ultimately lead to better ecological function and some additional revenue to further the County's goals. County staff recommends the BoCC adopt the six policy directives (page 5 of the Plan, Exhibit 1) to further the BoCC's adopted Principles for stewardship of ACF preserves and to enhance the County's ability to efficiently manage the timber harvesting and the revenues generated by these operations. These are: 1. The Board of County Commissioners recognizes that a well-managed forest contributes to the community's quality of life by protecting and enhancing wildlife habitats, protecting water resources and providing natural areas suitable for resource-based recreation.2. The Board of County Commissioners recognizes that harvesting certain stands of timber is one of the tools to restore and maintain a properly-functioning forest.3. The Board of County Commissioners recognizes that restoring the form and function of the native forest is the primary purpose of such timber harvesting on ACF-managed lands.4. The Board of County Commissioners recognizes that timber harvested is a commodity, has economic value subject to market forces, and directs that it should be sold at market value.5. The Board of County Commissioners recognizes it is beneficial for the County to re-invest the harvest revenue to manage the Alachua County Forever portfolio of preserves and directs that these timber funds supplement existing core funding to provide and enhance the sites' capital improvements.6. The Board of County Commissioners recognizes that this initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire. The Board therefore directs staff to revise this Plan at least every five years. Those revisions will be described in the annual workplans for the portfolio and incorporated in the revision to this Plan. Normal market variations affecting stand choice and revenue receipts do not merit revisions to this Plan.

Fiscal Recommendation

Additional source of revenue for ACF preserve stewardship

Fiscal Alternative(s)

ACF stewardship will continue to rely on County General Fund, referendum proceeds and grants for stewardship

Funding Sources

Timber Harvesting Proceeds

Account Code(s)

Funds Fund 326 and 302

Attachment: ACF Timber harvesting business plan 110412.pdf
Attachment: BoCC110412 Timber Plan.pptx

ALACHUA COUNTY
TIMBER HARVEST BUSINESS PLAN

Table of Contents

Executive Summary 3
Recommended Board Policy Directives 4
The Timber Resource 5
Restoring Natural Communities 6
Thinning Planted Pine Stands - A Road to Restoration 7
Timber Revenue – the Vehicle for Restoration 9
The Business Plan - A Static Document for Specific Management of Dynamic Ecosystems 13
Glossary of Selected Forestry Terms used in this Plan 14

List of Figures and Tables

Figure 1. Un-Thinned Stand 3
Figure 2. Thinned stand 3
Figure 3. Prescribed Burn in progress 7
Figure 4. Comparison of growth between thinned and un-thinned stands. 8
Figure 5. Yield curves for thinned and un-thinned stands 9
Figure 6. Skidder hauling felled trees to loader. Slash can be seen in foreground 10
Figure 7. Trees marked for thinning 10
Figure 8. Marked trees removed from stand 11
Figure 9 Trends in timber prices for last decade 12

Table 1. Stand Thinning Schedule 6
Table 2 Estimated Revenue projections 13

Executive Summary

Alachua County has acquired environmentally significant properties over the last decade to protect, improve and manage water resources, wildlife habitats, and to provide natural areas for resource-based recreation. Acquisitions were financed through two voter-approved initiatives: Alachua County Forever (ACF) in 2000 and Wild Spaces & Public Places in 2008. These preserves provide County residents with the satisfaction of knowing they have protected lands that have the natural qualities they know contribute to their quality of life and the quality of life for future generations. The same reasons that led to the conservation of these lands become more important over time as population increases and fragmentation of the landscape accelerates. Conscientious stewardship of these lands protects this public investment and further enhances its value over time.

To guide stewardship of these preserves, the Board of County Commissioners adopted several Guiding Principles at their February 26th, 2002 regular commission meeting. Among these were a "no loss of conservation values" stewardship philosophy and a directive that any stewardship be consistent with Alachua County Forever's primary goal of preserving, restoring and enhancing environmental values. Several preserves contain planted pines. Intensive treatments to reduce competition and maximize growth to produce densely-stocked even-aged stands of timber were typically utilized by prior landowners. This strategy maximizes return on investment but at the cost of the rich, diverse natural plant and animal communities that previously existed on these sites and perpetuation of these practices will result in a loss of conservation values. The restoration of this even-aged forest to an uneven-aged canopy -- and contemporaneous restoration of the ecological benefits associated with it -- is one of the County's preserve stewardship goals. Restoration treatments include timber harvests (i.e. thinnings, selective harvest, and clear-cut depending on the ecological goals for the preserve), prescribed fire, and plantings. The harvested timber is a commodity with economic value subject to unique market forces. It is appropriate to take advantage of this opportunity and derive income from this restoration effort. A sound management strategy can facilitate the ecological restoration of the lands, improve the quality of both ecological and recreational values, and provide some funds to accomplish these stewardship goals.

Figure 1. Un-Thinned Stand

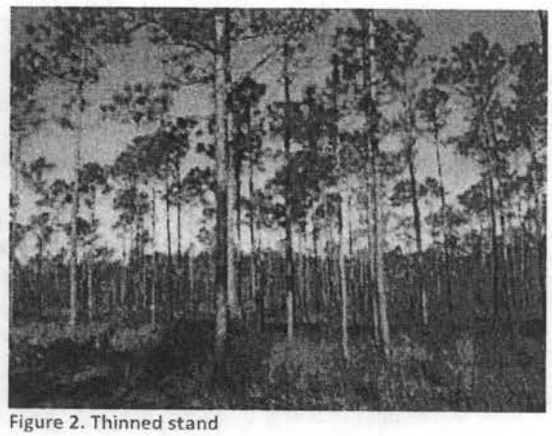


Figure 2. Thinned stand

The term timber is used throughout to describe planted pine, off-site hardwoods, or exotics. Silviculture is the art, science, and practice of establishing, tending, and reproducing forest stands of desired characteristics. It is based on knowledge of species characteristics and environmental requirements. A glossary of other terms is included at the end of this Plan. This Plan focuses on the process of timber harvesting and the use of the proceeds. It is not intended to be a comprehensive treatment of preserve silviculture, restoration nor resource management. It does, however provide some context for the need for timber harvesting.

The purpose of this Business Plan is to:

- Articulate certain principles that guide timber harvesting on Alachua County Forever (ACF)-managed lands
- Describe common harvest practices that may be used on ACF-managed lands
- Recommend to the Alachua County Board of County Commissioners (BoCC) sound business practices that guide timber harvest on these lands
- Identify the timber stands that require harvesting and estimate their product classes, economic value, and projected harvest schedule.

This Plan will be amended by staff as budgets, policies, market forces or other events require. The Plan will also be amended as additional site information is gathered, timber stock-and-stand data is analyzed and optimal harvest strategies are developed.

Recommended Board Policy Directives

The BoCC adopted the following Guiding Principles at their February 26th, 2002 regular commission meeting (Item # 42R-022602).

1. Certain administrative and operating expenses of the program may be borne by the General Fund. There are competing needs for County services using the General Fund and the services and benefits of land conservation to the community must be considered in the context of those other public needs. Additional sources of program support may need to be developed to support the operating costs, e.g. user fees.

2. Commercial Pooled Paper should be used to initially acquire properties until the appropriate time to issue the ACF Bonds. All costs directly related to the acquisition of a project, whether or not it is successfully consummated, are reimbursable from the Bonds.

3. The ACF program will use the existing contracts where appropriate and develop new contracts or the internal capacity where there is a deficiency in expertise or resources in the community. The BoCC recognizes the great value of using ACF funds to leverage partnerships in the protection of the county's sensitive lands. The County has the fiduciary responsibility for ACF funds and therefore will require BoCC approval prior to any application being made regarding committing funds in such partnerships.

4. The BoCC is aware that there are long term stewardship costs associated with projects selected but no funding source other than the General Fund Reserves has been identified. To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of "no loss of conservation values" stewardship. The initial stewardship program will

reflect this strategy. As the program matures and other funding sources materialize, the stewardship program may be enhanced.

5. Any stewardship of ACF sites shall be consistent with the ACF's primary goal of preserving, restoring and enhancing environmental values. A stewardship plan will be developed within 12months of acquisition and made available for public comment prior to BoCC approval.

In furtherance of these Principles and to enhance the County's ability to efficiently manage the timber harvesting and the revenues generated by these operations, County staff recommends the following be adopted by the BoCC:

1. The Board of County Commissioners recognizes that a well-managed forest contributes to the community's quality of life by protecting and enhancing wildlife habitats, protecting water resources and providing natural areas suitable for resource-based recreation.
2. The Board of County Commissioners recognizes that harvesting certain stands of timber is one of the tools to restore and maintain a properly-functioning forest.
3. The Board of County Commissioners recognizes that restoring the form and function of the native forest is the primary purpose of such timber harvesting on ACF-managed lands.
4. The Board of County Commissioners recognizes that timber harvested is a commodity, has economic value subject to market forces, and directs that it should be sold at market value.
5. The Board of County Commissioners recognizes it is beneficial for the County to re-invest the harvest revenue to manage the Alachua County Forever portfolio of preserves and directs that these timber funds supplement existing core funding to provide and enhance the sites' capital improvements.
6. The Board of County Commissioners recognizes that this initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire. The Board therefore directs staff to revise this Plan at least every five years. Those revisions will be described in the annual workplans for the portfolio and incorporated in the revision to this Plan. Normal market variations affecting stand choice and revenue receipts do not merit revisions to this Plan.

The Timber Resource

The ACF portfolio of properties acquired over the past several years are as varied as the ownerships from which they were acquired and the ecosystems present in these preserves. The management objectives of the previous owners ranged from intensive industrial silviculture, agriculture, recreation or investment to a valued place to live and raise a family. Many landowners altered the existing natural communities to achieve their visions and objectives on the land they owned. A number of these properties have been planted in pine trees that are now or will be merchantable. In these

instances, harvesting timber may be the first step towards furthering the County's goal of maintaining and restoring the land to its natural state and condition.

Planted pine stands currently occupy approximately 1,200 acres of the preserves managed by the County (Table 1). Stands range from 18 to 468-acres in size, 5 to 19 years in age, and are planted on sites that vary from old agricultural fields to typical flatwood communities. Site preparation utilized to establish the trees is similarly varied, running the spectrum from intensive cultural treatments to just sticking trees in the ground. The intensive treatments to control competition and enhance growth at time of planting include mechanical chopping, root raking, bedding, herbicide, and fertilization. The seedlings on some sites come from genetically improved sources, collected in seed orchards and graded on their increased growth and disease resistance characteristics. Other seeds were gathered in the wild simply as a seed source to grow seedlings. Generally, the prior landowner's decision to use one of these various methods is financially-based. Intensive site preparation can be quite expensive and how much is invested on site preparation depends on the expected Return on Investment.

There are other County-managed areas that contain natural and planted pine stands that have exceeded the optimal age to respond to thinning or are planted in a pine species (e.g. Sand Pine) that does not respond to thinning. These have not been included in Table 1. ACF Staff will include the timber management of these acres in the annual work plan as they are developed every year.

Table 1. Stand Thinning Schedule

Preserve	Stand Acres	Year Planted	Proposed First Thinning	Treatment at Time of Planting
Phifer	203	1991	2011	Intensive
Phifer	82	1996	2011	Intensive
Phifer	28	1998	2013	Intensive
Mill Creek	468	1998	2013	Intensive
Phifer	60	1999	2014	Intensive
Phifer	18	2001	2016	Intensive
Barr Hammock	48	2001	2016	Intensive
Barr Hammock	105	2002	2017	Intensive
Barr Hammock	72	2003	2018	Intensive
Barr Hammock	111	2005	2020	Intensive

Note: as additional data is gathered from other ACF sites and analyzed, this table and table 2 below will be amended to include their optimal harvesting windows and revenue projections.

Restoring Natural Communities

The ecological quality of a site can be regarded as being on a continuum based on the ecological values and functions present. The continuum ranges from very high and therefore highly functioning, to low and devoid of natural character and function. The County acquires sites along this continuum. Stewardship of a site is geared toward maintaining or improving its position on the continuum so that it is moving forward and increasing its ecological values and functions. At the very least, staff works to maintain it in its current condition in accordance with the BoCC's Guiding Principle #4 and not lose conservation value.

Figure 3. Prescribed Burn in progress

In a truly natural system, wildfire, climatic disturbances, soils, rainfall patterns, along with insects and diseases determined the characteristics of the natural habitats in Florida. Today, Florida is fast approaching a condition where natural areas are becoming islands and the historical large-scale disturbances (i.e., fire, climatic disturbances, insect and disease populations) no longer operate in the same way and with the same effectiveness. Land managers must use a variety of tools to help mimic natural processes that maintain natural habitats. These tools include prescribed fire (figure 3), mechanical treatments (mowing, roller chopping, mulching), selective herbicide use and timber harvests.

Thinning individual trees from an overcrowded forest creates a more natural forest structure, and redistributes light, moisture and nutrients to the residual trees, shrubs and groundcover plants. This practice enhances growth rates of remaining trees and allows dormant plants to occupy their former sites, helping to restore the natural habitat. Another benefit of thinning forest trees is to reduce fuel loads and facilitate prescribed fire. Healthy, less crowed forests have fewer insect outbreaks, are less susceptible to wildfire and are used by a wider variety of wildlife.

The Preserve Management Plans adopted by the BoCC call for restoring these planted pine stands, converting them from a short-rotation (40 years or less) even-age management regime, usually associated with intensive silviculture and a profit-driven tenure, to a long-rotation (100 years or more) uneven-aged management strategy. This encourages the restoration of diverse plant and animal communities that have become increasingly rare. Timber harvests for restoration may commonly involve thinning a forest or more rarely a clear-cut approach depending on resource management goals. Revenues will be utilized to fund the management of these forests to achieve goals.

Thinning Planted Pine Stands - A Road to Restoration

As mentioned in the previous section, planted stands are usually overstocked with trees to compensate for losses so that a desirable final density of natural or commercially viable trees is achieved. Typically, stands are established with a tree density such that the basal area is between 100 to 200 square feet per acre. Basal area is a measure of stand density developed by foresters to measure growth in a stand. It is the total cross-sectional area (square feet) measured 4.5 feet above the ground (DBH-diameter breast height) of all the trees contained in one acre. A historically appropriate overstory basal area usually ranges between 60-70 square feet per acre.

Once the stand is established and trees have reached merchantable age and/or size, thinning will be used to reduce the basal of a stand. More than one thin may be required to achieve the desired basal area. Thinning is a silvicultural operation where selected individual trees are removed from the stand to reduce the density of trees and to improve growing conditions for the remaining overstory trees and understory plants. A major restoration goal is to replace inappropriate tree species with those

appropriate to the natural community. Many thinnings, over an appropriate period can be used to gradually replace the entire stand with native species. There are currently approximately 1,200 acres of planted pines, on properties managed by the County, that will need to be thinned between now and 2020. Table 1 above lists the stand characteristics and treatments.

The rule of thumb for the correct age to begin thinning on normal sites is 15 years after planting for three reasons. First, this is the age that receiving mills in our area consider the point in a tree's life cycle that is suitable for the pulping process (the point at which the length of fiber contained in the wood is sufficient to obtain the desired strength characteristics). Second, this is the normal age that planted pine growth begins to slow down due to the resource competition. There are diminishing returns in growth with delays in harvesting. Third, this is the approximate time when it would be appropriate to select dominant or co-dominant trees in the stand. The dominant stand trees are those usually selected and retained on site as the seed-bearing (mast) trees. If of the appropriate species, these specimens and their offspring begin the restoration process to uneven-aged old growth management.

Once the stand has been thinned, the resources that all trees in the stand once competed for will now be redistributed to the residual trees (figure 4). The remaining trees increase in growth and vigor and the chance of insect or disease damage is decreased. Thinning also lessens the risk of fire events causing permanent damage or mortality. The timing of the first thinning is also critical. The opportunity to capture the increased growth and economic potential generated by thinning is short and the tree's ability to benefit from the thinning decreases over time.

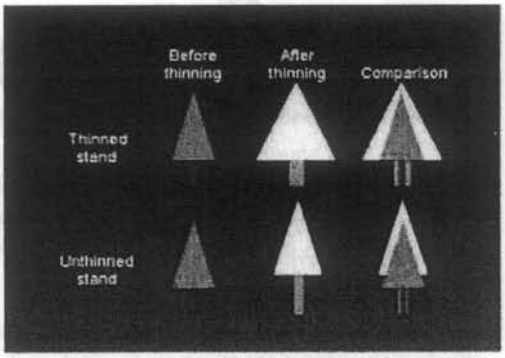


Figure 4. Comparison of growth between thinned and un-thinned stands.

ACF staff will decide on an appropriate thinning methodology -- complete removal of rows, harvesting individual trees, patch thinning, or a clear-cut -- as the situation dictates. Trees that show evidence of disease, crooks, forks, and trees that are suppressed in height and diameter will be removed between the take rows. In order to maintain the desired basal area range during the entire rotation, ACF staff will monitor the stand's crown closure and the growth rate of the residual trees. Based on this data, thinning may need to occur in each stand every 5-15 years until the desired stand age classes and densities are achieved.

Staff may also change the method of thinning from a mechanical method (by row) to an individual tree selection method depending on the desired goals. One component of basal area is tree diameter. As the stands are thinned and the growth potential of the site is redistributed to the residual trees, the diameter growth will increase over time as will the basal area even though the numbers of stems in each stand decreases. This relationship allows the County site manager to manipulate crown densities by having fewer larger trees in the stand while achieving the desired basal area of old growth forests.

Timber Revenue – the Vehicle for Restoration

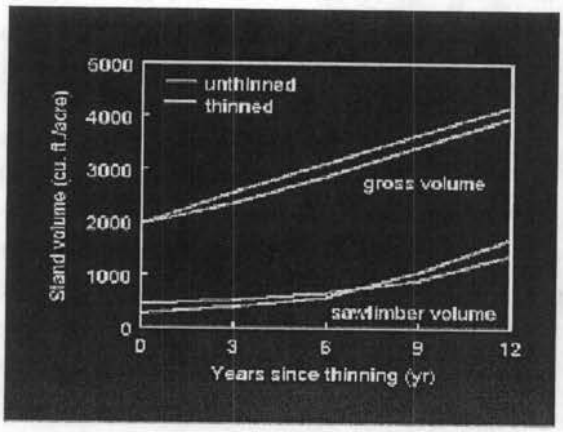


Figure 5. Yield curves for thinned and un-thinned stands

Initially, revenue is generated from thinning sales and generally comes from two commodity classes, Chip and Saw (CNS) and Pulpwood. Other common revenue-generating classes such as Plywood logs (plylogs) and Poles are not included in the stands at present. This is due to the relatively young age of these stands. As the diameter and height of the trees increase with time these commodity classes will show up in future harvests (figure 5). In timber management, log diameter generally determines the commodity class and generally the higher the class, the more valuable the tree.

The harvesting schedule selected by the County site manager is dictated by several factors; ecological considerations being the most important. Staff will evaluate the trade-off between time, stand value and restoration goals to decide when a particular stand should be harvested. Certain product classes may experience economically driven peaks and valleys in value further influencing staff's decision to cut or let stand a particular area depending on the value of the product classes contained within the stand. Harvest priorities may change with unforeseen emergencies and natural events such as insect infestations and windstorms which may wipe out a valuable stands. In these cases, salvage cuts, where at-risk and diseased trees are harvested to prevent the spread of an infestation, or downed and stressed trees are harvested after a storm to derive some value. Like any commodity, timber markets respond to supply and demand from wood users. Widespread natural events can result in a flooded market, thus depressing the price. In these markets, wood processing mills may reject timber altogether.

A relatively new product class which will influence long term management decisions is the use of the currently un-merchantable stems and debris left over from logging operations (slash) as fuel for biomass-powered electricity generating plants. On typical industrial forest sites, this debris is left on site, piled and burned or spread throughout the harvest area. As these power plants are built and fuel demands increase, there may be viable economic incentive allowing pre-commercial thinnings that will generate income where once there was none. As the market for biomass matures, this Plan may be amended to capture new economic opportunities.

Figure 6. Skidder hauling felled trees to loader. Slash can be seen in foreground

There are several strategies used to sell standing timber, each with unique benefits and challenges. In the first, a lump sum price is negotiated for the standing trees and the trees legally become the real property of the buyer at the execution of the contract. The trees remain on the property of the purchaser until harvested or the term of the contract expires. The advantage of the lump sum transaction lies in its simplicity and is akin to a simple sale of a house or property. The price is generally that which satisfies both parties. The disadvantage is that the timber seller may not know the actual value of the wood as that is determined at the mill and is dependent on market conditions. Usually the buyer is more knowledgeable and will make an offer based on discounting his estimate of the timber value by their transportation costs, risk of loss, and profit. This method also restricts the number of bidders that will participate because of the generally large amount of up front capital required to participate. For the County, this could mean significant loss of revenue because of these discounts.

Figure 7. Trees marked for thinning

A second strategy that needs to be evaluated since it may maximize revenue potential is where the County negotiates a delivered price directly from the various receiving mills. The County would develop a pool of contract loggers and pay them a log-and-haul rate for services provided. The County is then paid for wood delivered directly from the receiving mill, eliminating any broker or middleman

Figure 8. Marked trees removed from stand

This Log-and-Haul method requires two separate contracts; one with the logger and a second with the mill. It also requires expertise on the area's timber markets, familiarity with loggers and mills, and knowledge of the stands to be harvested. It also allows the County to instantly react to changing market conditions, ecological or environmental issues that may arise. This method requires the County to have staff expertise in timber markets, knowledge of and access to receiving mills and availability of qualified logging contractors in the basin. Alachua County currently has this expertise on staff.

In the interim, Alachua County will typically employ a third strategy which guarantees a greater percentage of the timber value. The County will advertise the sale and accept bids based on a Pay-as-Cut system where the bidders offer a price for each commodity class. The bids are analyzed by comparing the different log specifications and prices submitted by each bidder for the different commodity classes. The winning bid maximizes the revenue for the County, while using a qualified logger. This strategy allows the largest number of qualified bidders to participate as there is no upfront money required to participate in the bidding process. The County is then paid for the timber on a weekly basis as it is harvested and removed from the site. This sale type also allows the County flexibility to modify the scope of work or cease operations during the harvest if unforeseen ecological or environmental issues arise. The Pay-as-Cut method requires the County to have in-house expertise capable of cruising the timber stands, analyzing current market conditions and usage demands at the various mills, estimating the stand value, and evaluating the bids.

Sales from individual stands in a preserve may be combined to provide enough acreage to make them economically viable for bidders. For example the sale from the Phifer Flatwoods Preserve will combine a 28-acre stand with an 18-acre stand and harvested in 2016 even though the optimal thinning date for the 28-acre stand is 2013.

When the site manager chooses the appropriate stand and schedule for harvest, sales from these stands will follow the normal purchasing procedures handled by the County Administrative Services Department (ASD) in consultation with ACF staff. These are generally:

1. ACF staff prepares the scope of services including desired product specifications
2. ASD Purchasing advertises the proposed activity and upon request, disseminates a bid package containing all the information necessary for qualified timber buyers

3. The prospective buyer reviews the scope of services for the project, locates the stand, evaluates the timber being sold, and then completes all requirements and submits the bid package
4. ACF and ASD staffs review the bids, select the winning bidder and complete the award process. The contract will go to the County Manager or to the Board of County Commissioners for approval depending on value
5. The vendor will complete the work according to the contract with due regard for the impact on neighbors, road network, and adjacent property values
6. County staff will monitor the work, reconcile the load, scale and trucking tickets with the receipts, and deposit the proceeds in the appropriate revenue account. The accounts will be identified by the preserve-specific accounting nomenclature sequence in use by the County for Alachua County Forever-managed preserves. For example, fund 326-5574.365.20-00 would deposit the proceeds in a fund specifically for the Lake Alto Preserve
7. Those proceeds may then be expended on stewardship projects that further the goals of the adopted management plans and annual work plans for the sites.

The County should also retain a number of loggers under contract who can respond to calls for salvage harvests. This would allow for getting wood to market rapidly and minimize the loss of revenue in a flooded market.

Table 2 below shows expected revenues that may be generated by the first thinning of stands managed by the County. The per ton value of the timber used to calculate the potential revenue was based on $9.00/ton for pine pulpwood and $12.00/ton for Chip-and-Saw (prices as of 3rd Qtr 2010) and can be expected to fluctuate over time as economic conditions, supply and weather conditions exert their influence on the market (Table 3). By keeping a close eye on market fluctuations, staff can take advantage of any price increases that coincide with the desired thinning dates.

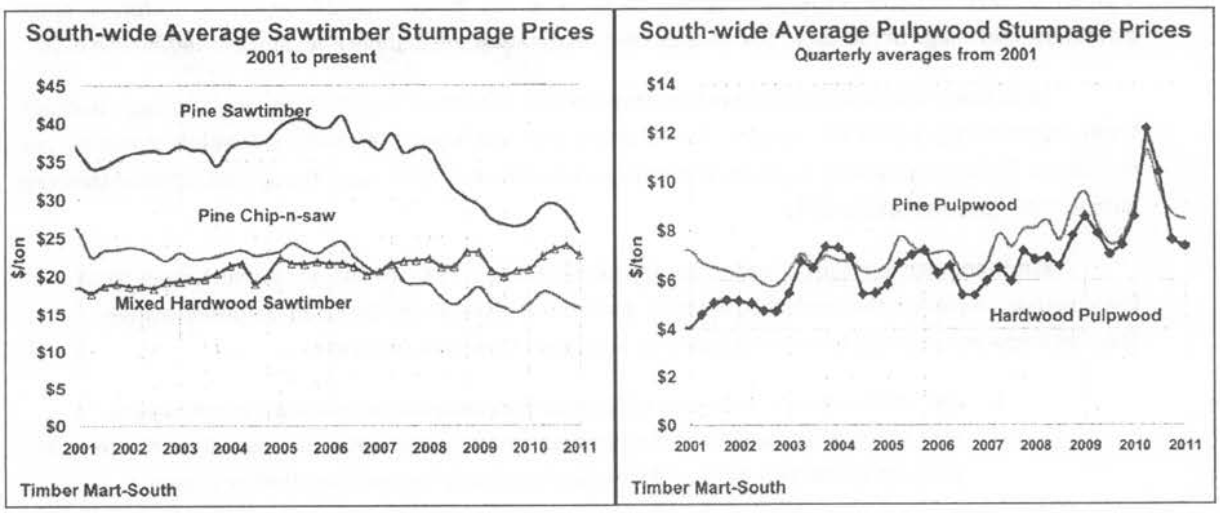


Figure 9 Trends in timber prices for last decade

Revenues generated by these timber sales should be used for stewardship of the Alachua County Forever-managed preserves. This is appropriate since these trees were considered part of the property when it was purchased. It is also appropriate to spend the proceeds on a different Preserve if the harvested site does not need the revenues and the recipient site does to achieve the BoCC approved restoration goals.

Table 2 Estimated Revenue projections

Preserve	Acres	Year to Thin	Harvest Volume (tons)		Projected Revenue
			Pulpwood	Chip-n-Saw	
Phifer	203	2011	3,166	559	$35,202
Phifer	82	2011	1,279	226	$14,223
Phifer	28	2013	437	77	$4,857
Mill Creek	468	2013	7,299	1,288	$81,147
Phifer	60	2014	936	165	$10,404
Phifer	18	2016	281	50	$3,129
Barr Hammock	48	2016	749	132	$8,325
Barr Hammock	105	2017	1,638	289	$18,210
Barr Hammock	72	2018	1,123	198	$12,483
Barr Hammock	111	2020	1,731	305	$19,239
Total Thinning Revenue					$207,219

The disposition of the funds also depends on the legal constraints and funding covenants that govern the trees and the property. For example, according to the recorded Grant Covenants, revenues from properties that were acquired with Florida Communities Trust grants must be used on management activities that occur on the same property from which the trees were harvested.

The Business Plan - A Static Document for Specific Management of Dynamic Ecosystems

The data presented here will become stale as management and natural forces take effect. Therefore this Plan is a document that will need to be modified many times. New management techniques, variable economic conditions, Acts of God, forces of nature, new markets, and current markets that disappear over time should all be considered, judged by their merits and incorporated into the Plan if they are beneficial to the desired management goals. The original components should be constantly evaluated for relevance to the Plan's objectives over time and either modified or discarded as needed. The Plan is no more than the first step of a long and ever-changing path of public stewardship of these assets.

Glossary of Selected Forestry Terms used in this Plan

Sources:

- University of Tennessee – Knoxville
- About.com Forestry

BASAL AREA	The cross section area of the stem or stems of a plant or of all plants in a stand, generally expressed as square units per unit area. Tree basal area is used to determine percent stocking and is the cross section area of a tree stem in square feet, commonly measured at breast height (4.5' above ground) and inclusive of bark, usually computed by using diameter at breast height (d.b.h.) or tallied through the use of basal area factor angle gauge.
CANOPY	A layer or multiple layers of branches and foliage at the top or crown of a forest's trees.
CHIP	Small piece of wood used to make pulp. Chips are made either from wood waste in a sawmill or pulpwood operation, or from pulpwood specifically cut for this purpose. Chips are larger and coarser than sawdust
CHIP-n-SAW	A cutting method used in cutting lumber from trees that measure between 6 and 14 inches diameter at breast height. The process chips off the rounded outer layer of a log before sawing the remaining cant or rectangular inside section into lumber. Chip-n-saw mills provide a market for trees larger than pulpwood and smaller than sawtimber.
CLEAR-CUT HARVEST	A harvesting and regeneration method that removes all trees within a given area. Clear-cutting is most commonly used in pine and hardwood forests, which require full sunlight to regenerate and grow efficiently.
CO-DOMINANT TREES	Trees or shrubs with crowns receiving full light from above, but comparatively little from the sides. Crowns usually form the general level of the canopy. (In stagnated stands will be small-sized and crowded on the sides).
CORD	A stack of round or split wood consisting of 128 cubic feet of wood, bark, and air space. A standard cord measures 4 feet by 4 feet by 8 feet. A face cord or short cord is 4 feet by 8 feet by any length of wood under 4 feet.
CROWN	Upper part of a tree, including the branches and foliage.
CROWN CLOSURE (COVER)	The percentage of the ground covered by a vertical projection of the outermost perimeter of the natural spread of the foliage of plants.
CRUISE	A survey of forestland to locate timber and estimate its quantity by species, products, size, quality, or other characteristics.
EVEN-AGED MANAGEMENT	A forest management method in which all trees in an area are harvested at one time or in several cuttings over a short time to produce stands that are all the same age or nearly so. This management method is commonly applied to shade-intolerant conifers and hardwoods.
INTENSIVE FOREST MANAGEMENT	Utilization of a wide variety of silvicultural practices, such as planting, thinning, fertilization, harvesting, and genetic improvement, to increase the capability of the forest to produce fiber.
MERCHANTABLE	Logs exceeding a minimum size and a minimum usable volume that are suitable for sale.
OLD-GROWTH STAND	Ecosystems distinguished by old trees and related structural attributes. Old growth encompasses the later stages of stand development which typically differ from earlier stages in a variety of characteristics that may include tree size,

	accumulations of large dead woody material, number of canopy layers, species composition, and ecosystem function. The age at which old growth develops and the specific structural attributes that characterize old growth will vary widely according to forest type, climate, site conditions and disturbance regime. For example, old growth in fire-dependent forest types may not differ from younger forests in the number of canopy layers or accumulation of down woody material. However, old growth is typically distinguished from younger growth by several of the following structural attributes: • Large trees for species and site. • Wide variation in tree sizes and spacing. • Accumulations of large-size dead standing and fallen trees that are high relative to earlier stages. • Decadence in the form of broken or deformed tops or bole and root decay. • Multiple canopy layers. • Canopy gaps and understory patchiness.
OVERSTORY	Layer of foliage in a forest canopy including the trees in a timber stand. Tall mature trees that rise above the shorter immature understory trees.
POLES or POLETIMBER	Any considerable length of round timber below saw log size, ready for use after removal of the bark without further conversion. Suitable for power poles or for simple building work.
PRESCRIBED or CONTROLLED BURN	The use of fire under specific environmental conditions to achieve forest management objectives. Used to reduce hazardous fuel levels, control unwanted vegetation, favor desired vegetation, and improve visibility and wildlife habitat.
ROTATION	The number of years required to establish and grow trees to a specified size, product, or condition of maturity.
SALES TYPES	Lump-sum Sale - The sale of timber in which the price is agreed upon before any trees are removed. Unit Sale (or pay as cut) - The buyer makes regular payments based on mill receipts. Sealed Bid Sale - A timber sale, usually offered through a consulting forester, in which buyers submit sealed bids. Can be lump-sum or pay as cut. Negotiated Sale - A timber sale in which the buyer and the seller negotiate an arm's length stumpage price. Can be lump-sum or pay as cut.
SALVAGE CUT	The harvesting of dead or damaged trees or of trees in danger of being killed by insects, disease, flooding, or other factors in order to save their economic value.
SAWLOG or SAWTIMBER	A log or tree that is large enough (usually 10 to 12 inches in diameter) to be sawed into lumber. Minimum log length is typically 8 feet.
SELECTIVE CUTTING	The periodic removal of individual trees or groups of trees to improve or regenerate a stand.
SILVICULTURE	The art, science, and practice of establishing, tending, and reproducing forest stands of desired characteristics. It is based on knowledge of species characteristics and environmental requirements.
SLASH	(a) Tree tops, branches, bark, or other residue left on the ground after logging or other forestry operations. (b) Tree debris left after a natural catastrophe.
STAND	An easily defined area of the forest that is relatively uniform in species composition or age and can be managed as a single unit.
STAND AGE	The mean age of the dominant and co-dominant trees in the stand.

STAND CONDITION	A classification of forest stands based upon the age of maturity and structure of the overstory and understory. See **old-growth** and **young-growth** stands.
STOCKING	A description of the number of trees, basal area, or volume per acre in a forest stand compared with a desired level for balanced health and growth. Most often used in comparative expressions, such as well-stocked, poorly stocked, or overstocked.
STUMPAGE PRICE	The price paid for standing forest trees.
THINNING	A tree removal practice that reduces tree density and competition between trees in a stand. Thinning concentrates growth on fewer, high-quality trees, provides periodic income, and generally enhances tree vigor. Heavy thinning can benefit wildlife through the increased growth of ground vegetation.
UNDERSTORY	(a) The layer formed by the crowns of smaller trees in a forest. (b) The trees beneath the forest canopy. (c) Foliage layer beneath the forest canopy. (d) Young trees that are growing beneath the tall mature trees in a timber stand.
UNEVEN-AGED MANAGEMENT	Silvicultural system in which individual trees originate at different times and result in a forest with trees of all ages and sizes. Harvest cuts are on an individual-tree selection basis.
YOUNG-GROWTH STAND	Any forested stand not meeting the definition of **old growth**.

Alachua County Forever

Timber Harvesting Business Plan

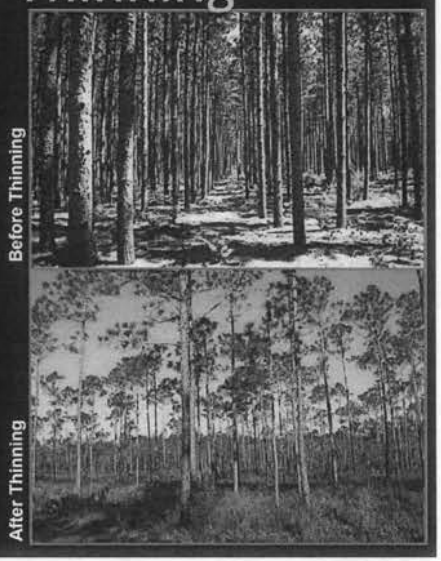
April 12, 2011

Purpose of the Plan

- Articulate timber harvesting principles
- Describe common harvest practices
- Recommend sound business practices
- Identify timber stands to harvest, estimate their product classes, economic value, and projected harvest schedule

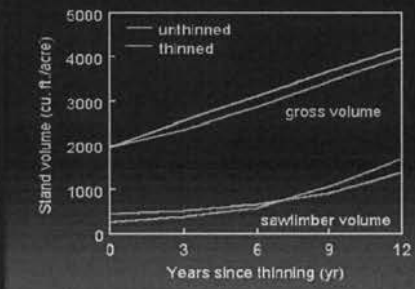
Benefits of Thinning

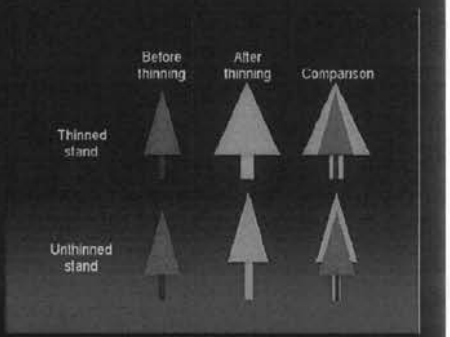
- Enhance habitat
- Enhance species diversity
- Restore hydrology
- Reduce wildfire impact
- Enhance recreational opportunities
- Enhance aesthetic values

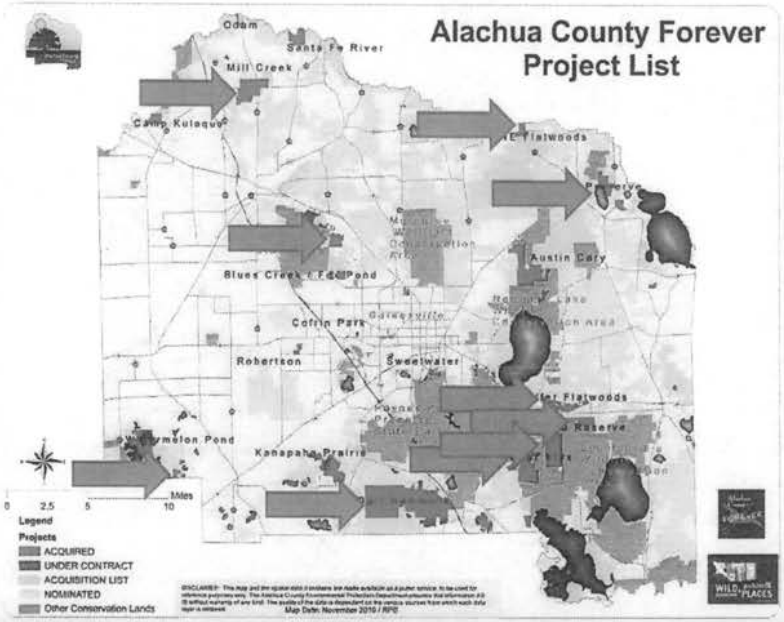


Benefits of Thinning

- Enhance economic value of stand
- Provide supplemental revenue







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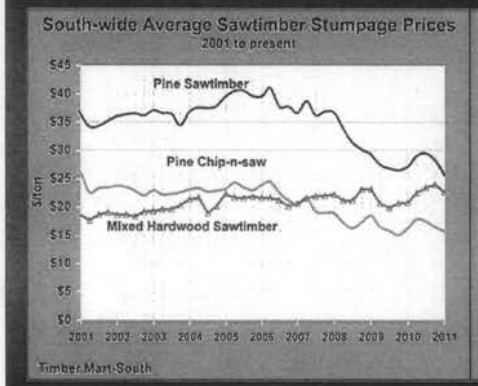
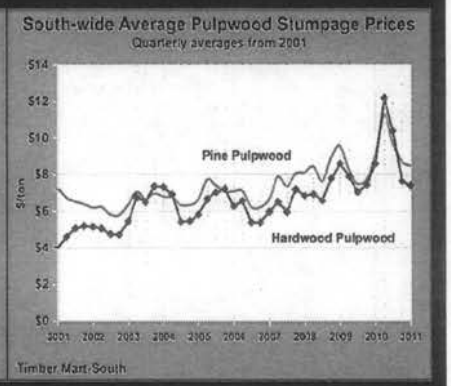
Barr Hammock	48	2001	2016	Intensive
Barr Hammock	105	2002	2017	Intensive
Barr Hammock	72	2003	2018	Intensive
Barr Hammock	111	2005	2020	Intensive
	1,195			

Note: as additional data is gathered from other ACF sites and analyzed, this table and table 2 below will be amended to include their optimal harvesting windows and revenue projections.

Timber Commodity Prices

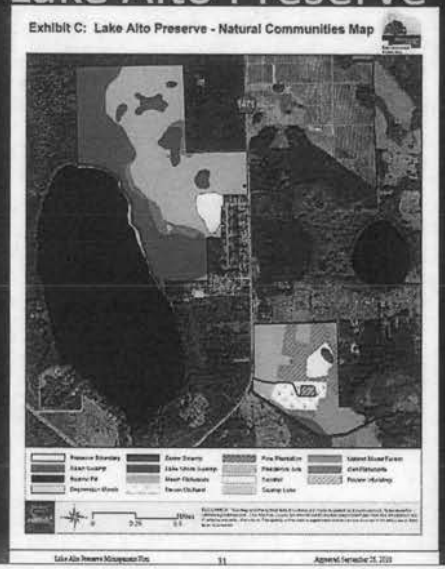




Estimated Revenue Projection

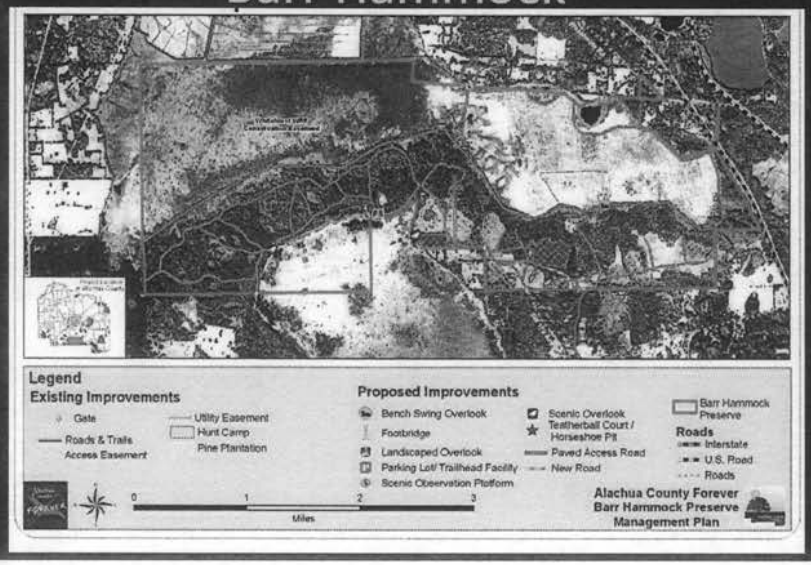
Preserve	Acres	Year to Thin	Harvest Volume (tons)		Projected Revenue
			Pulpwood	Chip-n-Saw	
Phifer	203	2011	3,166	559	$35,202
Phifer	82	2011	1,279	226	$14,223
Phifer	28	2013	437	77	$4,857
Mill Creek	468	2013	7,299	1,288	$81,147
Phifer	60	2014	936	165	$10,404
Phifer	18	2016	281	50	$3,129
Barr Hammock	48	2016	749	132	$8,325
Barr Hammock	105	2017	1,638	289	$18,210
Barr Hammock	72	2018	1,123	198	$12,483
Barr Hammock	111	2020	1,731	305	$19,239
Total Revenue					$207,219

Lake Alto Preserve

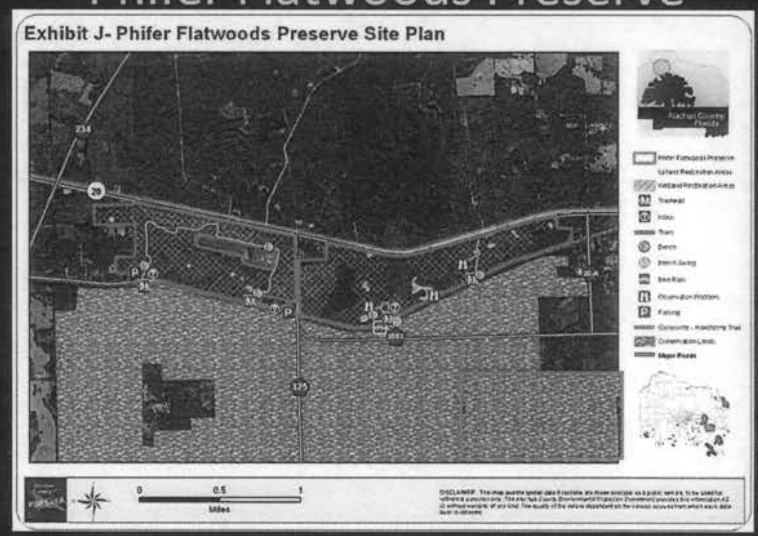


LAP Timber Harvest

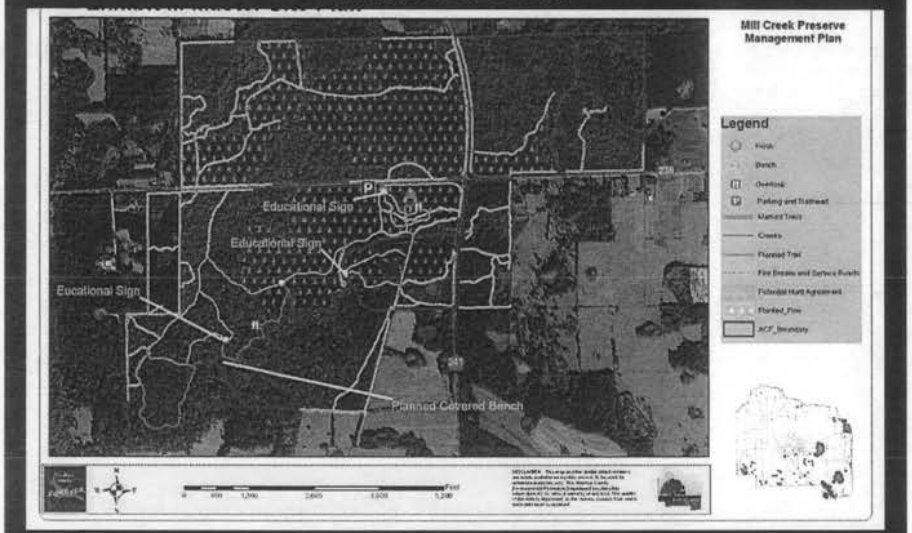
Barr Hammock



Phifer Flatwoods Preserve



Mill Creek



Policy Directives

The Board of County Commissioners recognizes that:

1. A well-managed forest contributes to the community's quality of life
2. Harvesting timber is one of the tools to restore and maintain a properly-functioning forest.
3. Restoring the form & function of native forest is the primary purpose of timber harvesting
4. Timber is a commodity, is subject to market forces, and should be sold at market value
5. The harvest revenue [should be re-invested] to manage the ACF preserves and directs that these timber funds supplement existing core funding to provide and enhance the sites' capital improvements.
6. This initial Business Plan will be amended to address available economic opportunities, changes in market dynamics or timber stand age, or to adapt to operations that alter stand composition, Acts of God including beetle outbreaks, windstorm and wildfire.

April 12, 2011 Regular BoCC Meeting
Agenda Item #15

Title
NW/SW 91st Street Construction Contract (Amended)

Amount
$1,494,935.62

Description
Request Approval of a construction contract with DAB Constructors, Inc. for County Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications

Recommendation
Approve the construction contract with DAB Constructors, Inc. for County Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications

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 (3 originals)

Executive Summary
Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications was opened on December 15, 2010. DAB Constructors, Inc. was the lowest most responsive and responsible bidder with a bid of $1,494,935.62. The Finance Report was approved by the Board on February 8, 2011 and recommended awarding the bid to DAB Constructors, 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 NW/SW 91st Street. Bid #11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications was opened on December 15, 2010. Project 6334 consists of resurfacing with the addition of a 2' paved shoulder and curb and gutter and reconstruction of the existing sidewalk. The Cobblefield Roundabout Modification is a maintenance project to repair and modify the roundabout in Cobblefield. DAB Constructors, Inc. was the lowest most responsive and responsible bidder with a bid of $1,494,935.62. This amount includes a contract amount of $1,359,032.38 and a contingency amount of $135,903.24. The cost for Project 6334 is $1,398,970.86 with contingency. The cost for the Cobblefield roundabout modifications is $95,964.76

with contingency. The Public Works Department also continues to work to address the citizen concerns that were expressed during the February 22, 2011, Board of County Commissioners meeting. The current action plan to address these issues are as follows: 1. During construction, staff will stake the locations of the flumes and make as needed adjustments to minimize impacts to vegetation at the right-of-way line. 2. Add additional curb and gutter at the south end to extend beyond the last driveway. 3. Coordinate with the design engineer to look at the possibility of reducing the size of flumes and of extending the curb and gutter on the north end of the project where the sidewalk comes close to the road. 4. Adjust the location and width of the sidewalk as directed by the Board of County Commissioners. Any changes to the plans can be accomplished via the change order process as provided in the construction documents. However, changes to the plans can result in increased time and costs.

Issues
Maintenance of County Roadway Infrastructure

Fiscal Recommendation
Approve the contract. Sufficient funds exist in the Gas Tax Bond Revenues for project 6334. Sufficient funds exist in Gas Tax operating funds for the Cobblefield roundabout modifications.

Fiscal Alternative(s)
If not approved, the contract would have to be re-bid which could increase costs.

Funding Sources
Gas Tax Bond Revenues; Gas Tax Operating Revenues

Account Code(s)
351-7910-541.63-34: $1,398,970.86 and 149-7900-541.46-50: $95,964.76

Attachment: Cobblefield_Final Plans.pdf
Attachment: DAB 91st Street Construction Contract.pdf
Attachment: dab bid documents.pdf
Attachment: 91st Street Plans_090810.pdf
Attachment: DAB Bid Form with SBE Good Faith Effort.pdf

CONSTRUCTION AGREEMENT
FOR COUNTY PROJECT 6334

THIS AGREEMENT made and entered into this 12th day of April, 2011, by and between D.A.B Constructors, Inc. hereinafter referred to as "Contractor" doing business at P.O. Box 1589, Inglis, FL 34449: 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":

W I T N E S S E T H:

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 #11-438 Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Cobblefield Roundabout Modifications dated November 17, 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, four hundred ninety-four thousand, nine hundred thirty-five DOLLARS and sixty-two CENTS ($ 1,494,935.62). This amount includes a Contract Amount of one million, three hundred fifty-nine thousand, thirty-two DOLLARS and thirty-eight CENTS ($ 1,359,032.38) and a 10% contingency amount of one hundred thirty-five thousand, nine hundred three DOLLARS and twenty-four CENTS ($ 135,903.24). 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.

RECEIVED
MAR 16 2011
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
RECEIVED
MAR 03 2011
BY D.A.B. CONSTRUCTORS, INC.
D.A.B

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 by the contractor and acceptance by the County of SP 12.5 Structural Course**. 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 and the placement of all final stabilization.** 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 **120** 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.

D Damages shall also apply if the contractor damages beyond repair or removes any tree with a diameter of 6" or greater. The contractor shall contact the Alachua County Horticulturist at least 48 hours in advance of any construction activity that takes place beyond the limits of the existing pavement including but not limited to shoulder construction, clearing and grubbing, grading, drainage and sidewalk construction. If the County Horticulturist or Arborist is not contacted and/or a tree is damaged, removed or dies as deemed by the County Horticulturist or Arborist prior to final payment by the County, then the contractor shall replace the tree at a rate shown in the Table 406.15.1 of Chapter 406 of the Alachua County Unified Land Development Code. Additionally, a pay adjustment will be applied to the final pay request to assess a deduction in payment for unapproved removal or damages noted by the County horticulturist during construction in the amount of $100 per caliper inch per tree.

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.

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

D.A.B. Constructors, Inc

ATTEST: (by corporate officer)

By: _____
(Signature)
Print/Type: _____
(Name)

Title: _____

By: _____
(Signature)
Print/Type: William J. Bachschmidt, Vice President
(Name)

Title: _____

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

BOND NO. SU1109511

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): **D.A.B. CONSTRUCTORS, INC.**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **62 West Hwy 40, Inglis, FL 34449-1589**

TELEPHONE NUMBER: **(352) 447-5488**

SURETY

COMPANY (LEGAL NAME): **ARCH INSURANCE COMPANY**

PRINCIPAL BUSINESS ADDRESS (No PO Box): **3 Parkway, Suite 1500, Philadelphia, PA 19102**

TELEPHONE NUMBER: **(813) 371-3314**

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: **ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 62/100--DOLLARS ($1,494,935.62)**

GENERAL DESCRIPTION: **PROJECT #6334 RESURFACING OF NW/SW 91ST STREET FROM SW 8TH AVENUE TO NEWBERRY ROAD AND COBBLEFIELD ROUNDABOUT MODIFICATIONS DATED NOVEMBER 17, 2010**

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #: **BID #11-438**

BOND

BOND NUMBER: **SU1109511**

DATE: March 14 2011

AMOUNT: **ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 62/100--DOLLARS ($1,494,935.62)**

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 14 day of March, 20 11

Signed, sealed and delivered
in the presence of:

CONTRACTOR (PRINCIPAL)

D.A.B. CONSTRUCTORS, INC.

William J. Bachschmidt, Vice President

Witnesses as to Contractor

By _____

Name _____

Title William J. Bachschmidt, Vice President

STATE OF Florida

COUNTY OF Levy

The foregoing instrument was acknowledged before me this 14 day of March 2011 by William Bachschmidt as Vice President of D.A.B. Constructors Inc a FL 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)

NOTARY PUBLIC-STATE OF FLORIDA
Lisa M. Holden
Commission # DD879018
Expires: APR. 08, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

SURETY ARCH INSURANCE COMPANY

SIGNATURE _____ SEAL

PRINTED NAME AND TITLE: Tom S. Lobrano, IV ATTORNEY IN FACT & FLORIDA RESIDENT AGENT

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Tom S. Lobrano IV of Jacksonville, FL

its true and lawful Attorney(s)-In-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Tom S. Lobrano IV of Jacksonville, FL

its true and lawful Attorney(s)-In-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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Client#: 37801 DABCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/14/11

PRODUCER
Construction Insurance Corporation
[illegible]0 Herschel Street
Jacksonville, FL 32204
(904) 388-1988

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Insurance Company	19488
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
D. A. B. Constructors, Inc.
P O Box 1589
Inglis, FL 34449-1589
(352) 447-5488

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL2073798	01/01/2011	01/01/2012	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY	Premises & Ops			DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR	Comp Ops			MED EXP (Any one person)	$10,000
		X Blnkt Addl Insd	Prof Liab			PERSONAL & ADV INJURY	$1,000,000
		X Blnkt WOS	Jobsite Poll-			GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:	-$100,000			PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC	Contractual Liab				
A		AUTOMOBILE LIABILITY	CA2073797	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		X Comp Ded 2,500					
		X Coll Ded 2,500					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2073800	01/01/2011	01/01/2012	X WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Includes USL&H			E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below	Blnkt WOS			E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					
A		Leased/Rented Equipment	CPP2073799	01/01/2011	01/01/2012	$300,000/$300,000 $2,500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BID: #11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project 6316: Cobblefield Roundabout Modifications, DAB Job #550
Alachua County Board of County Commissioners, its offcials, employees and volunteers on a primary and noncontributory basis are listed as additional insured. Additional Insured applies to all coverages except (See Attached Descriptions)

CERTIFICATE HOLDER

Alachua County including Board of County Commissioners
c/o Ebix BPO
PO Box 257
Ref 17-14399
Portland, MI 48875-0257

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Regina L. Dasch

© ACORD CORPORATION 1988

DESCRIPTIONS (Continued from Page 1)

workers compensation. A Waiver of Subrogation in favor of additional insured applies to all policies shown above.

PAYMENT BOND

BOND NO. SU1109511

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME): D.A.B. CONSTRUCTORS, INC.

PRINCIPAL BUSINESS ADDRESS (No PO Box): 62 West Hwy 40, Inglis, FL 34449-1589

TELEPHONE NUMBER: (352) 447-5488

SURETY

COMPANY (LEGAL NAME): ARCH INSURANCE COMPANY

PRINCIPAL BUSINESS ADDRESS (No PO Box): 3 Parkway, Suite 1500, Philadelphia, PA 19102

TELEPHONE NUMBER: (813) 371-3314

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: **ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 62/100--DOLLARS ($1,494,935.62)**

GENERAL DESCRIPTION: **PROJECT #6334 RESURFACING OF NW/SW 91ST STREET FROM SW 8TH AVENUE TO NEWBERRY ROAD AND COBBLEFIELD ROUNDABOUT MODIFICATIONS DATED NOVEMBER 17, 2010**

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #: **BID #11-438**

BOND

BOND NUMBER: **SU1109511**

DATE: March 14 2011

AMOUNT: **ONE MILLION FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED THIRTY FIVE AND 62/100--DOLLARS ($1,494,935.62)**

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 14 day of March 2011

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

D.A.B. CONSTRUCTORS, INC.

By: _____

Witnesses as to Contractor

Name: _____

Title: William J. Bachschmidt, Vice President

STATE OF Florida

COUNTY OF Levy

The foregoing instrument was acknowledged before me this 14 day of March 2011

by William Bachschmidt as Vice President of

D.A.B. Constructors Inc. a FL 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)

NOTARY PUBLIC-STATE OF FLORIDA
Lisa M. Holden
Commission # DD879018
Expires: APR. 08, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

SURETY ARCH INSURANCE COMPANY

SIGNATURE _____ SEAL

PRINTED NAME AND TITLE Tom S. Lobrano, IV ATTORNEY IN FACT & FLORIDA RESIDENT AGENT

CONSTRUCTION PLANS

FOR

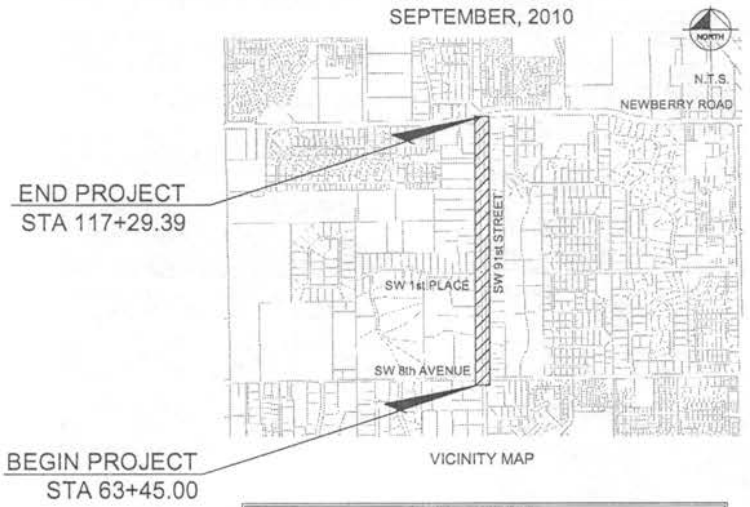
SW 91st STREET
(MILLING & RESURFACING)

FROM SW 8th AVE. to NEWBERRY RD. (SR-26)

ALACHUA COUNTY PROJECT NO. 6334

SECTIONS 05 & 06, TOWNSHIP 10 SOUTH, RANGE 19 EAST

SEPTEMBER, 2010



VICINITY MAP

PROJECT AREA

10.20 ACRES

SCOPE OF WORK

MILL & RESURFACE EXISTING PAVEMENT AND CONSTRUCT 2' PAVED SHOULDERS AND AN 8' ASPHALT PATH ON SW 91st STREET BETWEEN SW 8th AVENUE AND SR 26.

CONSTRUCTION REFERENCE

FDOT DESIGN STANDARDS, 2010

FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2010

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2003, AND SUPPLEMENTS THERETO.

SURVEY NOTES

1. THESE PLANS ARE BASED ON A SURVEY, DATED 05/05/2006, BY ENG, DENMAN & ASSOCIATES, INC.

2. VERTICAL DATUM SHOWN HEREON IS BASED ON A VERTICAL SURVEY PROVIDED BY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT ESTABLISHED FROM NAVD 29 DATUM AS REFERENCED FROM PREVIOUS ALACHUA COUNTY PUBLIC WORKS PROJECT 05-030, DATED 10/25/2005.

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
COX CABLE – ALACHUA	GARY HARRELL	352 337-2052
GAINESVILLE REGIONAL UTILITIES	TONY SMITH	352 334-3500
AT&T DISTRIBUTION	PAM COTE	407 538-0644

INDEX OF SHEETS

		REVISION	DATE
01	COVER	0	00/00/00
02	GENERAL NOTES & LEGEND	0	00/00/00
03	TYPICAL SECTIONS	0	00/00/00
04	TYPICAL SECTIONS	0	00/00/00
05	SUMMARY OF SIDEDRAIN & MITERED END SECTIONS	0	00/00/00
06	SW 91st STREET - PLAN (STA 63+03 - STA 73+00)	0	00/00/00
07	SW 91st STREET - PLAN (STA 73+00 - STA 83+00)	0	00/00/00
08	SW 91st STREET - PLAN (STA 83+00 - STA 93+00)	0	00/00/00
09	SW 91st STREET - PLAN (STA 93+00 - STA 103+00)	0	00/00/00
10	SW 91st STREET - PLAN (STA 103+00 - STA 113+00)	0	00/00/00
11	SW 91st STREET - PLAN (STA 113+00 - STA 117+10)	0	00/00/00
12	SW 91st STREET - SIGNING & STRIPING (STA 63+03 - STA 73+00)	0	00/00/00
13	SW 91st STREET - SIGNING & STRIPING (STA 73+00 - STA 83+00)	0	00/00/00
14	SW 91st STREET - SIGNING & STRIPING (STA 83+00 - STA 93+00)	0	00/00/00
15	SW 91st STREET - SIGNING & STRIPING (STA 93+00 - STA 103+00)	0	00/00/00
16	SW 91st STREET - SIGNING & STRIPING (STA 103+00 - STA 113+00)	0	00/00/00
17	SW 91st STREET - SIGNING & STRIPING (STA 113+00 - STA 117+10)	0	00/00/00
18	SW 91st STREET - CROSS SECTIONS (STA 64+00 - STA 68+00)	0	00/00/00
19	SW 91st STREET - CROSS SECTIONS (STA 69+00 - STA 73+00)	0	00/00/00
20	SW 91st STREET - CROSS SECTIONS (STA 74+00 - STA 78+00)	0	00/00/00
21	SW 91st STREET - CROSS SECTIONS (STA 79+00 - STA 83+00)	0	00/00/00
22	SW 91st STREET - CROSS SECTIONS (STA 84+00 - STA 88+00)	0	00/00/00
23	SW 91st STREET - CROSS SECTIONS (STA 89+00 - STA 93+00)	0	00/00/00
24	SW 91st STREET - CROSS SECTIONS (STA 94+00 - STA 96+00)	0	00/00/00
25	SW 91st STREET - CROSS SECTIONS (STA 99+00 - STA 103+00)	0	00/00/00
26	SW 91st STREET - CROSS SECTIONS (STA 104+00 - STA 108+00)	0	00/00/00
27	SW 91st STREET - CROSS SECTIONS (STA 109+00 - STA 113+00)	0	00/00/00
28	SW 91st STREET - CROSS SECTIONS (STA 114+00 - STA 117+00)	0	00/00/00
29	MISC. DETAILS	0	00/00/00
30	MISC. DETAILS	0	00/00/00
31-32	LANDSCAPE PLAN	0	00/00/00
33-35	LANDSCAPE DETAILS	0	00/00/00
36-38	LANDSCAPE NOTES	0	00/00/00
39-40	IRRIGATION PLAN	0	00/00/00
41-42	IRRIGATION NOTES	0	00/00/00
43-44	IRRIGATION DETAILS	0	00/00/00

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY
DRAWN BY
CHECKED BY

Kimley-Horn and Associates, Inc.

© 2010 KIMLEY-HORN AND ASSOCIATES, INC.

1351 SE 25TH LOOP, SUITE 101, OCALA, FL 34471
PHONE: 352-671-8451 FAX: 352-671-8438
www.kimley-horn.com CA 00000688

DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

COVER

SHEET NUMBER: 01

X-REF LIST
X-pl-BORDER
ADD.dgn
ADD.dgn
ADD.dgn
Drawing name: K:\JOCA_TP\10\042551\01006 - SW 91st St Seg 1\PLANS\Cover\01 COVER.dgn 01 COVER Sep 08, 2010 8:00am kj

SW 91st STREET - (MILLING & RESURFACING)

X-REF LIST

X-BORDER

GENERAL NOTES:

1. ALL CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE UTILITY ACCOMODATION MANUAL, AND THE MINIMUM SPECIFICATIONS FOR TRAFFIC CONTROL SIGNAL DEVICES (MSTCSD).

2. THE CONTRACTOR SHALL NOTIFY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

3. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL CONDITIONS PREVENT THE APPLICATION OF THESE PLANS AND SPECIFICATIONS IN THE CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN CHARGE PRIOR TO FURTHER CONSTRUCTION ACTIVITY.

4. THE CONTRACTOR AND SUBCONTRACTORS ARE HEREBY REQUIRED TO PROMPTLY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN THE PLANS OR SPECIFICATIONS, SO THEY ARE CLARIFIED BY THE ENGINEER.

5. NO CHANGES TO THE WORK AS SHOWN ON THESE PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER. CONTRACTOR SHALL CHECK ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY NEED FOR CLARIFICATION OF PROPOSED IMPROVEMENTS OR FOR RESOLUTION OF DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER.

6. THE PROJECT ENGINEER SHALL HAVE ACCESS TO THE WORK SITE AT ALL TIMES.

7. ALL ASTM DESIGNATIONS SHALL BE AS AMENDED TO DATE UNLESS NOTED OTHERWISE.

8. THE CONTRACTOR IS HEREBY REQUIRED TO IMPLEMENT JOB SAFETY AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. JOB SAFETY PRACTICES SHALL BE IN ACCORDANCE WITH OSHA AND ANY OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.

9. THE CONTRACTOR IS HEREBY MADE RESPONSIBLE FOR THE SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES FOR THE DURATION OF THE PROJECT.

10. UTILITIES SHOWN HEREON ARE BASED ON A SURVEY, DATED 05/05/06, BY ENG. DENMAN & ASSOCIATES, INC.. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN THROUGH DIRECT CONTACT WITH THE APPROPRIATE UTILITY COMPANIES. SUCH CONTACT SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT. ANY UTILITIES OBSTRUCTIVE TO THE CONTRACTOR'S OPERATION ARE TO BE RELOCATED BY THE APPROPRIATE UTILITY COMPANY IN ACCORDANCE WITH THE ALACHUA COUNTY LAND DEVELOPMENT CODE PRIOR TO OR IN CONJUNCTION WITH THE PROJECT. ALACHUA COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR DELAYS CAUSED BY THE LOCATION OR DISPOSITION OF ANY UTILITIES.

11. ADDITIONAL TEST BORINGS AND EXPLORATORY INVESTIGATIONS MAY BE MADE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

12. THE CONTRACTOR SHALL HAND EXCAVATE WHEN CONSTRUCTION IS WITHIN 18 INCHES OF EXISTING UTILITIES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES, STRUCTURES, AND PROPERTY ON AND ADJACENT TO THE SITE CAUSED BY CONSTRUCTION ACTIVITIES.

14. ALL EXISTING STORM WATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE WORK APPEARS TO INTERRUPT AN EXISTING STORM WATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURES, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.

15. UNSUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE PROPERLY DISPOSED OF OFF SITE BY THE CONTRACTOR. SUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE USED FOR FILL AS NEEDED TO COMPLETE THE PROJECT.

16. ALL RECYCLABLE MATERIALS SHALL REMAIN THE PROPERTY OF ALACHUA COUNTY UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER IN WRITING. CONTRACTOR IS TO HAUL ALL RECYCLABLE MATERIALS TO BE RETAINED BY ALACHUA COUNTY TO MINI-CROWN BORROW PIT LOCATED AT 5500 SW 63RD BOULEVARD. THE CONTRACTOR SHALL HAUL ALL EXCESS MATERIALS, NOT INCLUDED ABOVE, OFF THE JOB SITE. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF ALL EXCESS MATERIAL IN AN ACCEPTABLE LOCATION AFTER IT IS DETERMINED THAT IT IS NO LONGER NEEDED ON THE JOB.

17. BURNING WITHIN THE LIMITS OF THE PROPOSED PROJECT SHALL NOT BE ALLOWED UNLESS OTHERWISE SPECIFIED BY THE PROJECT ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE AGENCY AND OBTAINING A BURNING PERMIT.

18. ALL SHOULDERS SHALL BE SODDED WITH ROLL SOD.

19. THE CONTRACTOR SHALL COORDINATE THE RELOCATION, IF NEEDED, OF EXISTING MAIL BOXES WITH THE APPROPRIATE MAIL CARRIER.

20. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO SECTION MARKERS, BENCH MARKS, LOT CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA.

21. ALL DETAILS, SECTIONS, AND NOTES SHOWN ON DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.

22. ALL STRIPING WITHIN THE SW 91st STREET RIGHT-OF-WAY MUST BE LEAD-FREE THERMOPLASTIC AND SHALL INCLUDE RPM'S. RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 17352)

23. ALL EXISTING CULVERTS ARE TO REMAIN UNLESS SPECIFIED OTHERWISE.

MAINTENANCE OF TRAFFIC NOTES:

1. TRAFFIC SHALL BE MAINTAINED WITHIN WORK ZONES AT ALL TIMES. LANE CLOSURES MAY BE UTILIZED IN ACCORDANCE WITH FDOT STANDARDS AND AS APPROVED BY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT.

2. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE APPLICABLE INDEXES CONTAINED IN THE FDOT STANDARD INDEXES #600 THROUGH #660. PLEASE NOTIFY THE ALACHUA COUNTY PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS IN ADVANCE FOR APPROVAL PRIOR TO ANY LANE CLOSURE.

3. IF REQUESTED BY ALACHUA COUNTY, THE CONTRACTOR SHALL PROVIDE A DETAILED MAINTENANCE OF TRAFFIC PLAN AND IMPLEMENT SUCH PLAN AT THE DIRECTION OF ALACHUA COUNTY.

4. DURING NON-WORKING HOURS, NO EQUIPMENT, VEHICLES OR MATERIAL SHALL BE PARKED OR STORED WITHIN SW 91st STREET RIGHT OF WAY. IF THE ABOVE IS NOT POSSIBLE, AN AREA APPROVED BY THE ENGINEER SHALL BE SECURED WITH PROPER DELINEATION AND ADVANCE WARNING SHALL BE UTILIZED.

5. TEMPORARY STRIPING SHALL BE PLACED AT THE END OF EACH DAY WITHIN AREAS WHERE STRIPING HAS BEEN ERADICATED.

OPERATION AND MAINTENANCE PLAN:

THE DRAINAGE SYSTEM WILL BE OPERATED AND MAINTAINED BY ALACHUA COUNTY. IT IS ESSENTIAL THAT THE STORMWATER SYSTEMS REMAIN FREE OF SAND, TRASH, AND DEBRIS. THEREFORE, THE FOLLOWING MAINTENANCE AND OPERATION PROCEDURES HAVE BEEN PROVIDED:

1. INLETS MUST BE INSPECTED FOR BUILD UP OF TRASH AND DEBRIS IMMEDIATELY FOLLOWING CONSTRUCTION. TRASH AND DEBRIS MUST BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.

2. GRASSED AREAS OF THE DRAINAGE SYSTEM SHALL BE MOWED AS REQUIRED TO KEEP GRASS IN A HEALTHY CONDITION IN ORDER TO KEEP EROSION TO A MINIMUM AND TO CONTROL MOSQUITOES. GRASS CLIPPINGS MUST BE DISPOSED OF IN A TIMELY FASHION.

3. AREAS OF THE DRAINAGE SYSTEM THAT BECOME BARE DUE TO EROSION OR LOSS OF GROUND COVER MUST BE REPAIRED AND RE-GRASSED TO PREVENT THE TRANSPORT OF SILT OR SEDIMENT INTO THE DRAINAGE SYSTEM.

4. DURING CONSTRUCTION, ALL EROSION CONTROL MEASURES SPECIFIED ON THE CONSTRUCTION PLANS MUST BE INSPECTED DAILY, AFTER EACH STORM EVENT AND BE KEPT IN GOOD REPAIR TO PREVENT SILT AND SEDIMENT TRANSPORT TO RECEIVING WATER BODIES.

EROSION CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL DEVICES NECESSARY FOR CONSTRUCTION SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS JANUARY 2010, (SEE STANDARD INDEX 102).

2. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT INTO DRAINAGE DITCHES DUE TO CONSTRUCTION OPERATIONS. APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED TO PREVENT DISCHARGE OF SEDIMENT INTO A DRY OR WET WATERCOURSE. EROSION CONTROL SHALL CONSIST OF ANCHORED SYNTHETIC HAY BALES, SILT FENCE, OR OTHER EROSION CONTROL METHODS APPROVED BY THE PROJECT ENGINEER. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE DESILTED PRIOR TO FINAL PAYMENT.

3. CONTRACTOR SHALL CLEAR AND GRUB CONSTRUCTION AREAS BEFORE FILL IS PLACED. ALL AREAS TO RECEIVE FILL SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL AND PROOF ROLLED PRIOR TO PLACING CLEAN FILL.

4. ALL SLOPES STEEPER THEN 3:1 SHALL HAVE PINNED OR PEGGED BAHIA SOD. PROVIDE EROSION CONTROL BLANKET FOR ALL SLOPES 2:1 (HORIZONTAL TO VERTICAL) OR STEEPER.

5. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURBED AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO ORIGINAL OR DESIGN GRADE AS APPLICABLE, AND SODDED WITH ARGENTINA BAHIA AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER. ALL DISTURBED AREAS WITHIN THE SW 91st STREET RIGHT OF WAY NEEDS TO BE REGRADED AND SODDED WITH ARGENTINA BAHIA.

6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.

7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STATBILIZED.

8. ADDITIONAL PROTECTION: ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.

9. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES DAILY. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.

10. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL. DEPOSITS SHALL BE REMOVED WHEN THE LEVEL OF DEPOSITIONS REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

11. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SODDED.

12. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

13. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIERS ARE STILL NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.

14. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.

LEGEND OF SYMBOLS & ABBREVIATIONS:

BFPR	=	WATER LINE BACKFLOW PREVENTER
COL	=	COLUMN
cmp	=	CORRUGATED METAL PIPE
CONC	=	CONCRETE
TVJB	=	CABLE TELEVISION JUNCTION BOX
dip	=	DUCTILE IRON PIPE
EJB	=	ELECTRICAL JUNCTION BOX
ID.	=	IDENTIFICATION
Inv	=	INVERT
M.E.S.	=	MITERED END SECTION
No.	=	NUMBER
O.R.	=	OFFICIAL RECORDS BOOK
PGS.	=	PAGES
P.I.	=	POINT OF INTERSECTION
PVC	=	POLY-VINYL CHLORIDE
RCP	=	REINFORCED CONCRETE PIPE
R/W	=	RIGHT OF WAY
SECTION 5-10-19	=	SECTION 5, TOWNSHIP 10 SOUTH, RANGE 19 EAST
STA.	=	STATION
TELJB	=	TELEPHONE JUNCTION BOX
TRAN	=	ELECTRICAL TRANSFORMER PAD
w/	=	WITH
ANCH←	=	GUY ANCHOR
○ BOL	=	TRAFFIC BOLLARD
■	=	FOUND CONCRETE MONUMENT (size, ID)
○	=	FOUND IRON PIPE (size, ID)
●	=	FOUND NAIL & DISK (ID)
●	=	FOUND REBAR & CAP (size, ID)
▲	=	FOUND RAILROAD SPIKE
⌀	=	BENCHMARK
○GP	=	GUY POLE
⊕ ELECHH	=	ELECTRICAL HANDHOLE
◇FH	=	FIRE HYDRANT
◊GASMRK	=	GAS LINE MARKER
⋈GV	=	GAS VALVE
○ IRRVLV	=	IRRIGATION CONTROL VALVE
☒LT PL	=	LIGHT POLE
◊MBOX	=	MAIL BOX
◊PBOX	=	NEWSPAPER BOX
○	=	MANHOLE
○PP	=	POWER POLE
○UP	=	UTILITY POLE
○	=	SET 5/8" REBAR & RED PLASTIC CAP
⊕	=	SET NAIL & DISC (NO ID)
⊞RWM	=	RECLAIMED WATER METER
⋈RWV	=	RECLAIMED WATER VALVE
◊RWLMRK	=	RECLAIMED WATER LINE MARKER
⊢REFL⊣	=	REFLECTOR SIGN
b	=	SIGN "TEXT" (GRAPHIC)
○TP	=	TELEPHONE POLE
⊞TELPED	=	TELEPHONE PEDESTAL
◊TELMRK	=	TELEPHONE MARKER
⊞CTVPED	=	CABLE TELEVISION PEDESTAL
⊠ SCM	=	SANITARY SEWER CONC MARKER
Ⓜ SV	=	SANITARY SEWER VALVE
⊠ SP	=	TRAFFIC SIGNAL POLE
⊠ TCM	=	TELEPHONE CONC MARKER
⊞ WM	=	WATER METER
Ⓜ WV	=	WATER VALVE
⊠ WCM	=	WATER LINE CONC MARKER
-x-x-	=	FENCE LINE
OHU	=	OVERHEAD GRUCOM LINE
OHG	=	OVERHEAD GUY WIRE
OHP	=	OVERHEAD POWER LINE
OHT	=	OVERHEAD TRAFFIC SIGNAL WIRE
OHTL	=	OVERHEAD TELEPHONE LINE
OHTV	=	OVERHEAD TELEVISION LINE
W	=	UNDERGROUND WATER LINE
UT	=	UNDERGROUND TELEPHONE LINE
UG	=	UNDERGROUND SANITARY FORCE MAIN (GRU)
UW	=	UNDERGROUND WATER MAIN (GRU)
N 1493485.483 E 1493385.286	=	STATE PLANE COORDINATES NORTH AMERICAN DATUM 1983, FLORIDA NORTH ZONE
00.00	=	PROPOSED SPOT ELEVATIONS

Drawing name: K:\JCA_TP\042551006 - SW 91st St Seg 1\39\CAD\Civil\02 GENERAL NOTES.dwg 02 GENERAL NOTES Sep 08, 2010 8:00am by darryl.courtney

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SCALE: AS NOTED
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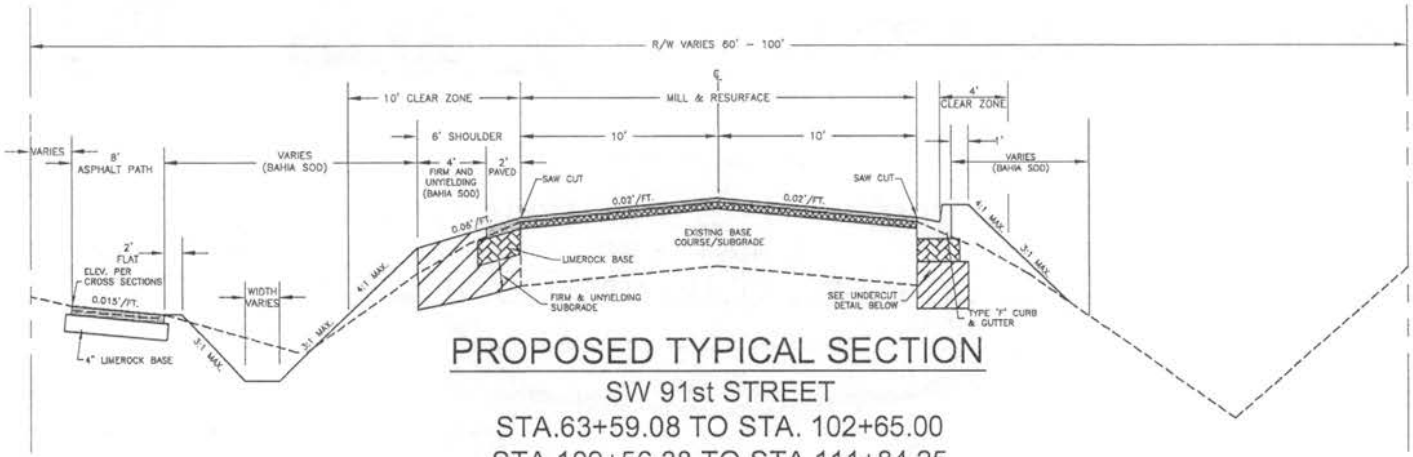
DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

GENERAL NOTES & LEGEND

SHEET NUMBER 02



PROPOSED TYPICAL SECTION

SW 91st STREET

STA.63+59.08 TO STA. 102+65.00

STA.109+56.38 TO STA.111+84.25

NTS

DESIGN SPEED = 40 MPH

TYPICAL SECTION NOTES:

1. THE OVERBUILD LAYER SHOWN IS FOR CORRECTION OF EXISTING SUBSTANDARD PAVEMENT CROSS SLOPE. THE MINIMUM FINAL CROSS SLOPE FOR THE RESURFACED PAVEMENT SHALL BE 0.02'/FT.
2. A MINIMUM 1.5" LIFT OF TYPE SP STRUCTURAL COURSE SHALL BE PROVIDED OVER THE CRACK RELIEF LAYER PRIOR TO OPENING THE ROAD TO TRAFFIC.
3. THE ACTUAL WIDTH OF THE SHOULDER BASE WIDENING MAY VARY DUE TO ACTUAL EXISTING PAVEMENT WIDTH. THE CONTRACTOR MAY ELECT TO PLACE A UNIFORM BASE WIDENING STRIP AT NO ADDITIONAL COST TO THE COUNTY.
4. MILLING OPERATIONS MAY EXPOSE PORTIONS OF THE EXISTING LIMEROCK BASE MATERIAL. ANY PORTION OF THE BASE THAT IS EXPOSED SHALL RECEIVE AN ASPHALTIC PRIME COAT AND HOT SAND COAT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS (SECTION 300).
5. CONTRACTOR SHALL UNDERCUT ROADWAY TO A DEPTH OF 24" BELOW THE BASE AS DIRECTED BY THE COUNTY.

PAVEMENT REPLACEMENT

MILLING

MILL ALL EXISTING ASPHALT PAVEMENT TO LIMEROCK BASE. (3" AVG.)

STRUCTURAL COURSE/OVERBUILD

TYPE SP OVERBUILD (THICKNESS VARIES 2.5" AVG.)

FRICTION COURSE

1.5" FC-9.5 FRICTION COURSE

ASPHALT PATH CONSTRUCTION

1" TYPE SP STRUCTURAL COURSE

4" LIMEROCK BASE, PLACED ON FIRM AND UNYIELDING SUBGRADE

CONCRETE PATH CONSTRUCTION

4" CONCRETE , PLACED ON FIRM AND UNYIELDING SUBGRADE

MILLING & RESURFACING PAVEMENT DESIGN

MILLING

MILL EXISTING ASPHALT PAVEMENT (1.5" AVERAGE DEPTH)

CRACK RELIEF LAYER

0.5" CHIP SEAL (ARMI)

STRUCTURAL COURSE/OVERBUILD

TYPE SP STRUCTURAL COURSE (TRAFFIC 'C') (THICKNESS VARIES 1.5" MIN - 2.5")

FRICTION COURSE

1.5" FC-9.5 FRICTION COURSE (TRAFFIC 'C')

SHOULDER PAVEMENT WIDENING DESIGN

FRICTION COURSE

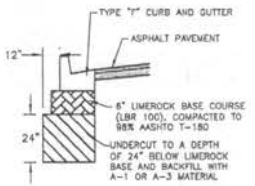
1.5" FC-9.5 FRICTION COURSE

STRUCTURAL COURSE

2.5" SP STRUCTURAL COURSE (TRAFFIC 'C')

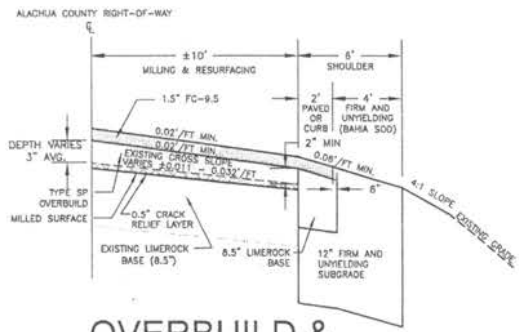
LIMEROCK BASE

8.5" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100, COMPACTED TO 98% AASHTO T-180 ON FIRM AND UNYIELDING SUBGRADE



UNDERCUT DETAIL FOR CURB & GUTTER

DETAIL PER DIRECTION FROM ALACHUA COUNTY PUBLIC WORKS DEPARTMENT



OVERBUILD & RESURFACING DETAIL

NTS

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY:
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DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

TYPICAL SECTIONS

SHEET NUMBER: 03

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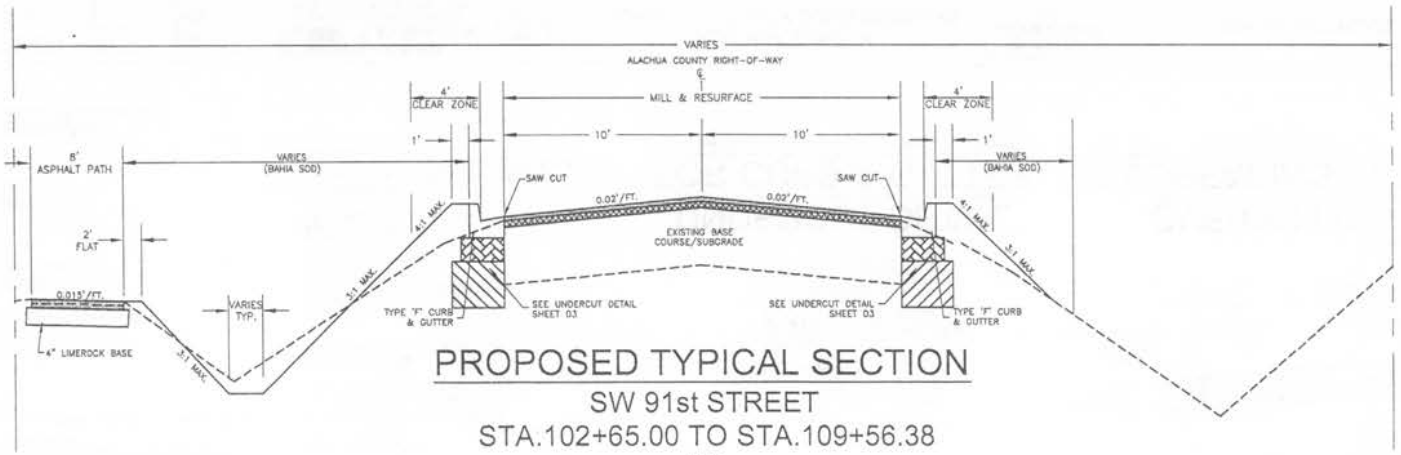
Drawing name: K:\OCA_TP\101042551\91008 - SW 91st St Seg 1\79\CADD\Civil\04 TYPICAL SECTIONS.dwg 04 TYPICAL SECTIONS Sep 08, 2010 8:50am by: darryl.crowley

X-REF LIST



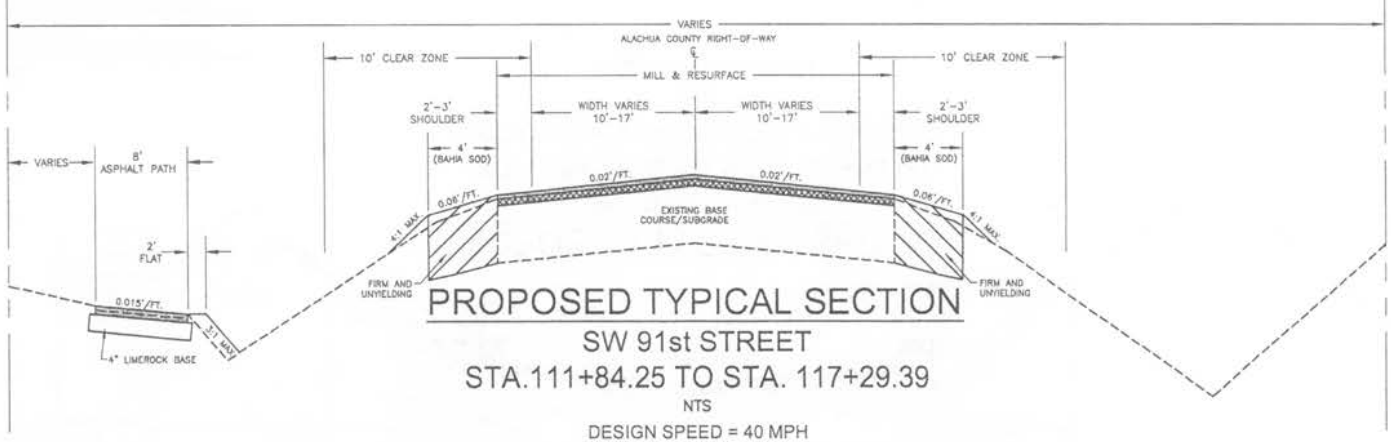
PROPOSED TYPICAL SECTION

SW 91st STREET

STA.102+65.00 TO STA.109+56.38

NTS

DESIGN SPEED = 40 MPH



PROPOSED TYPICAL SECTION

SW 91st STREET

STA.111+84.25 TO STA. 117+29.39

NTS

DESIGN SPEED = 40 MPH

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

TYPICAL SECTIONS

SHEET NUMBER 04

X-REF LIST
Drawing name: K:\OCA_TPTO\042551006 - SW 91st St Seg 1\PLCAD\Const\04 TYPICAL SECTIONS.dwg 05 TYPICAL SECTIONS Sep 08, 2010 8:00am by: darryl.strohmeyer
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SUMMARY OF SIDEDRAIN & MITERED END SECTIONS

LOCATION							PIPE LENGTH (LF)						
STA. TO STA.		SIDE	BACK		AHEAD		15"	MES (EA)	18"	MES (EA)	24"	MES (EA)	REMARKS
			OFFSET	F.L.	OFFSET	F.L.							
SD-1	64+41.50 - 64+77.50	RT.	20.00'	78.22	20.00'	78.51			36	2			14"X 23" ERCP
SD-2	64+78.00 - 65+12.00	LT.	25.00'	78.36	25.00'	78.91			36	2			
SD-3	67+45.00 - 67+81.00	LT.	25.00'	82.77	25.00'	83.42			36	2			
SD-4	67+96.50 - 68+32.50	LT.	25.00'	83.70	25.00'	84.35			36	2			
SD-5	75+69.00 - 76+05.00	LT.	22.50'	110.72	22.50'	111.24			36	2			
SD-6	79+92.00 - 80+28.00	LT.	25.00'	116.90	25.00'	117.85			36	2			14"X 23" ERCP
SD-7	83+92.00 - 85+64.00	LT.	25.00'	125.56	25.00'	127.77			191	1			
SD-8	85+64.00 - 88+30.00	LT.	25.00'	127.77	25.00'	135.10			246	0			
SD-9	89+66.00 - 90+02.00	LT.	23.00'	140.60	23.00'	141.40			36	2			14"X 23" ERCP
SD-10	98+70.00 - 99+06.00	LT.	24.00'	144.82	24.00'	145.00			36	2			
SD-11	102+14.00 - 104+00.00	LT.	19.50'	145.00	17.00'	150.12			186	0			
SD-12	104+00.00 - 105+00.00	LT.	17.00'	150.12	17.00'	153.00			100	0			
SD-13	105+00.00 - 106+60.00	LT.	17.00'	153.00	17.00'	157.30			160	0			
SD-14	106+60.00 - 108+40.00	LT.	17.00'	157.30	17.00'	164.25			180	0			
SD-15	116+18.50 - 116+97.50	LT.	25.00'	162.00	25.00'	160.74			79	0			

X-REF LIST
esquire
\\DOMS\P--X
Drawing name: K:\JOA_TPTO\042551\31006 - SW 91st St Seg 1\79\CADD\Const\03 SUMMARY OF QUANTITIES.dwg 03 SUMMARY OF QUANTITIES Sep 08, 2010 8:00am by: darryl.courtney
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www.kimley-horn.com CA 00000686

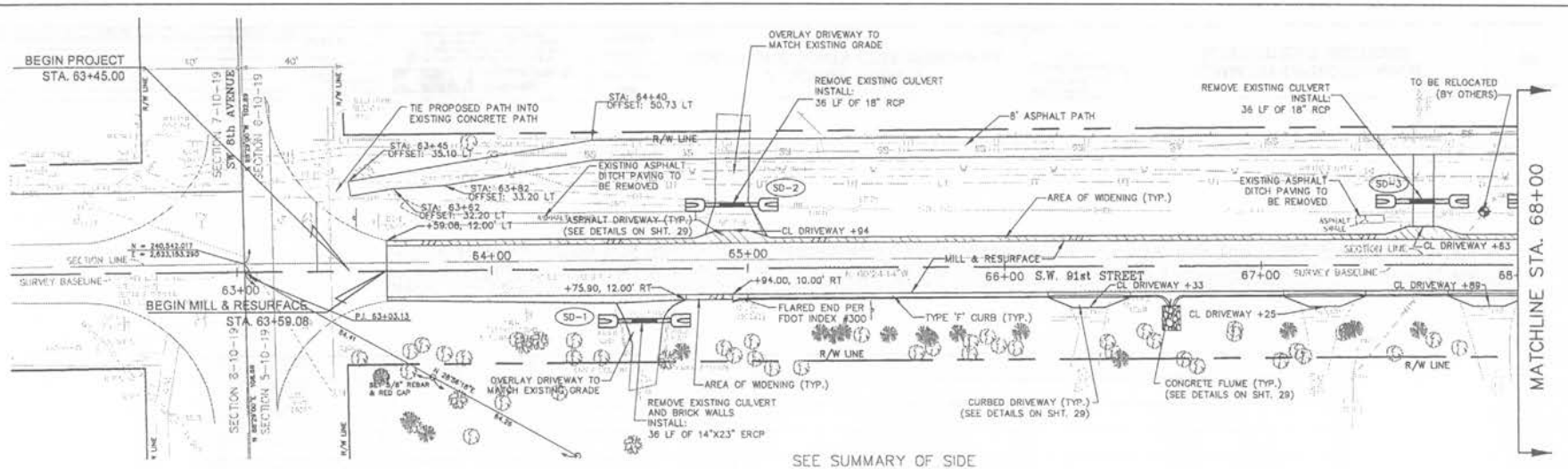
DATE: SEPT. 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SUMMARY OF SIDEDRAIN & MITERED END SECTIONS

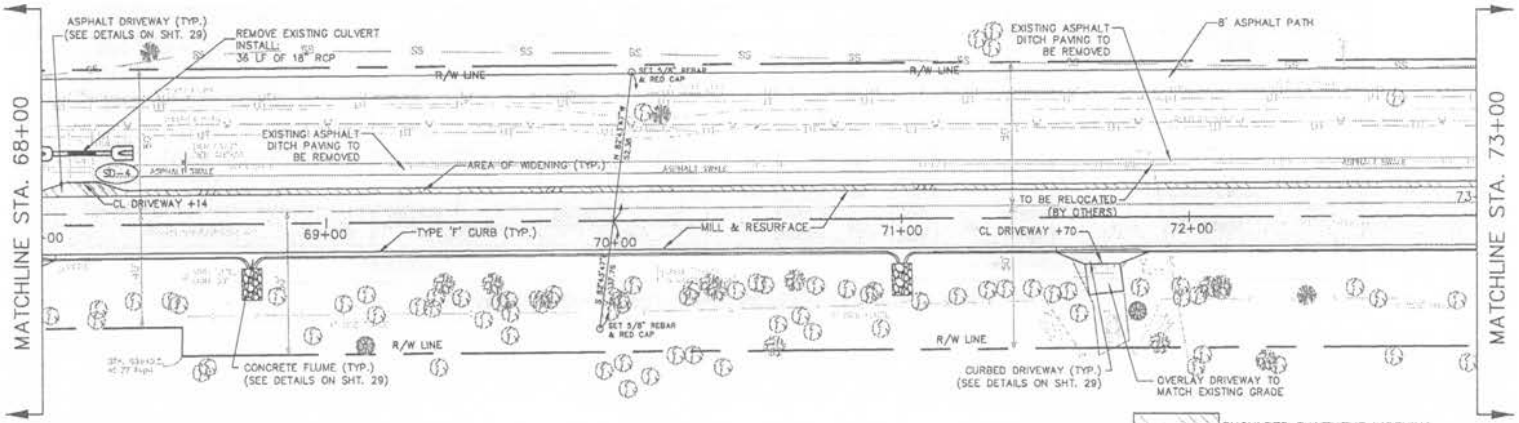
SHEET NUMBER: 05



NOTE:
THE EXISTING FENCE ON THE WEST SIDE OF SW 91st STREET THAT IS WITHIN THE LIMITS OF THE RIGHT OF WAY SHALL BE RELOCATED BY OTHERS.

SEE SUMMARY OF SIDE DRAINS & MITERED END SECTIONS TABLE SHT. 05

0 40 80
SCALE FEET



NOTE:
DETECTABLE WARNING SURFACES SHALL BE INSTALL IN ACCORDANCE WITH, AND AT LOCATIONS REQUIRED BY, FDOT INDEX NOS 304 AND 310.

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DATE: SEPT. 2010
PROJECT NO.: 042551006

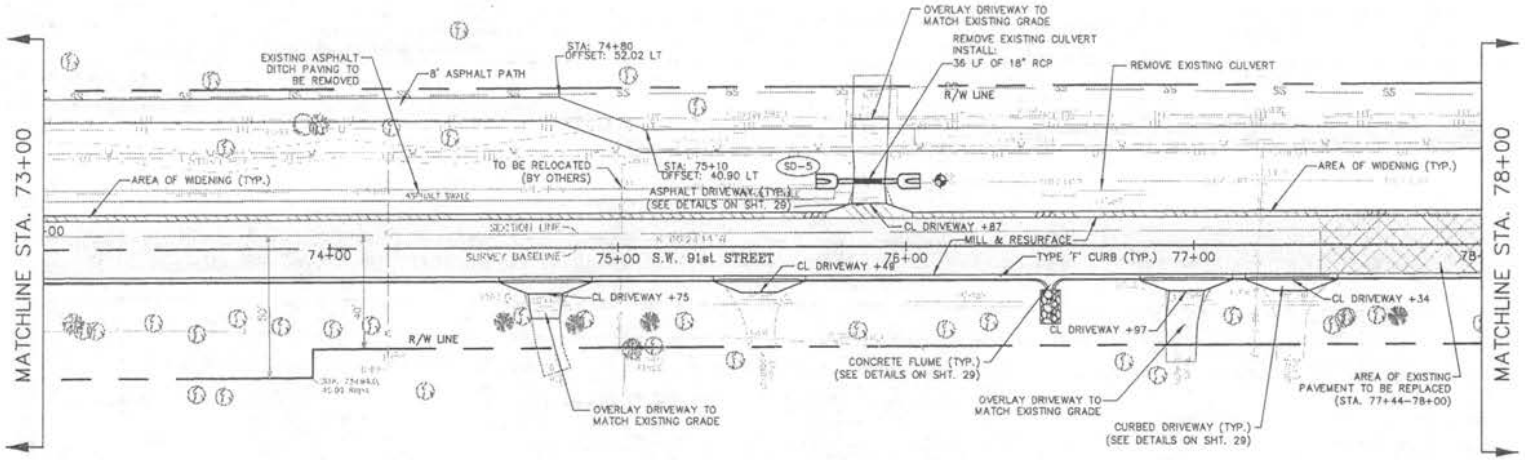
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WELLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - PLAN
(STA 63+03 - STA 73+00)

SHEET NUMBER: 06

Drawing name: K:\OCA_TPTO\042531006 - SW 91st St Seg 1\3\A00\Cadd\07 SW 91st STREET - PLAN.dwg 07 SW 91st STREET Sep 08, 2010 8:00am by: darryl.courtney
X-REF LIST
X-P-BORDER
X-P-SURVEY
X-P-BASE
GRID Point Locations



NOTE:
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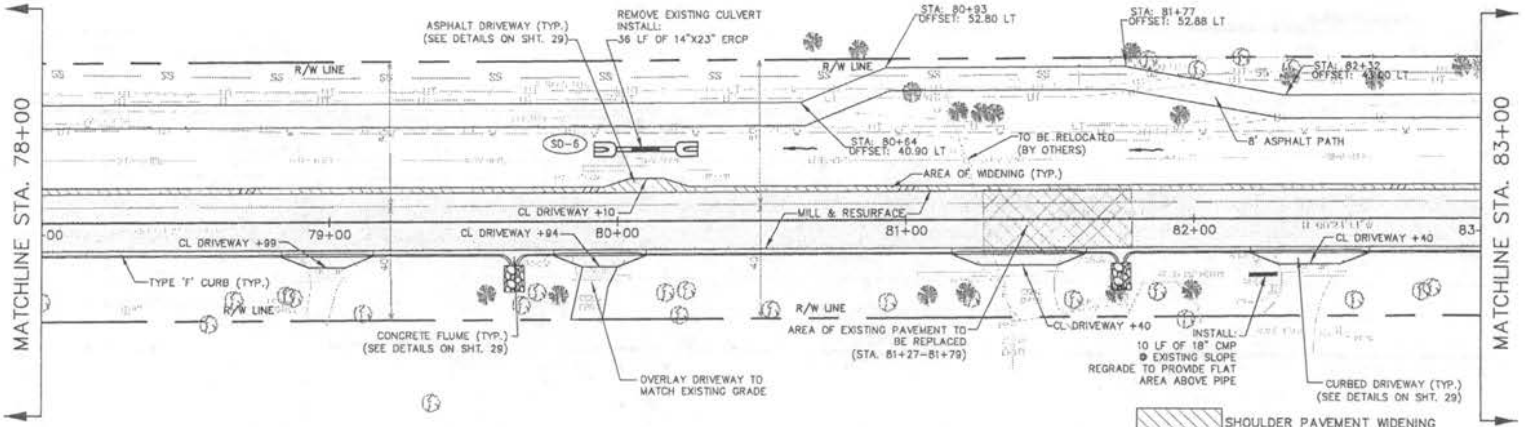
SEE SUMMARY OF SIDE DRAINS & MITERED END SECTIONS TABLE SHT. 05

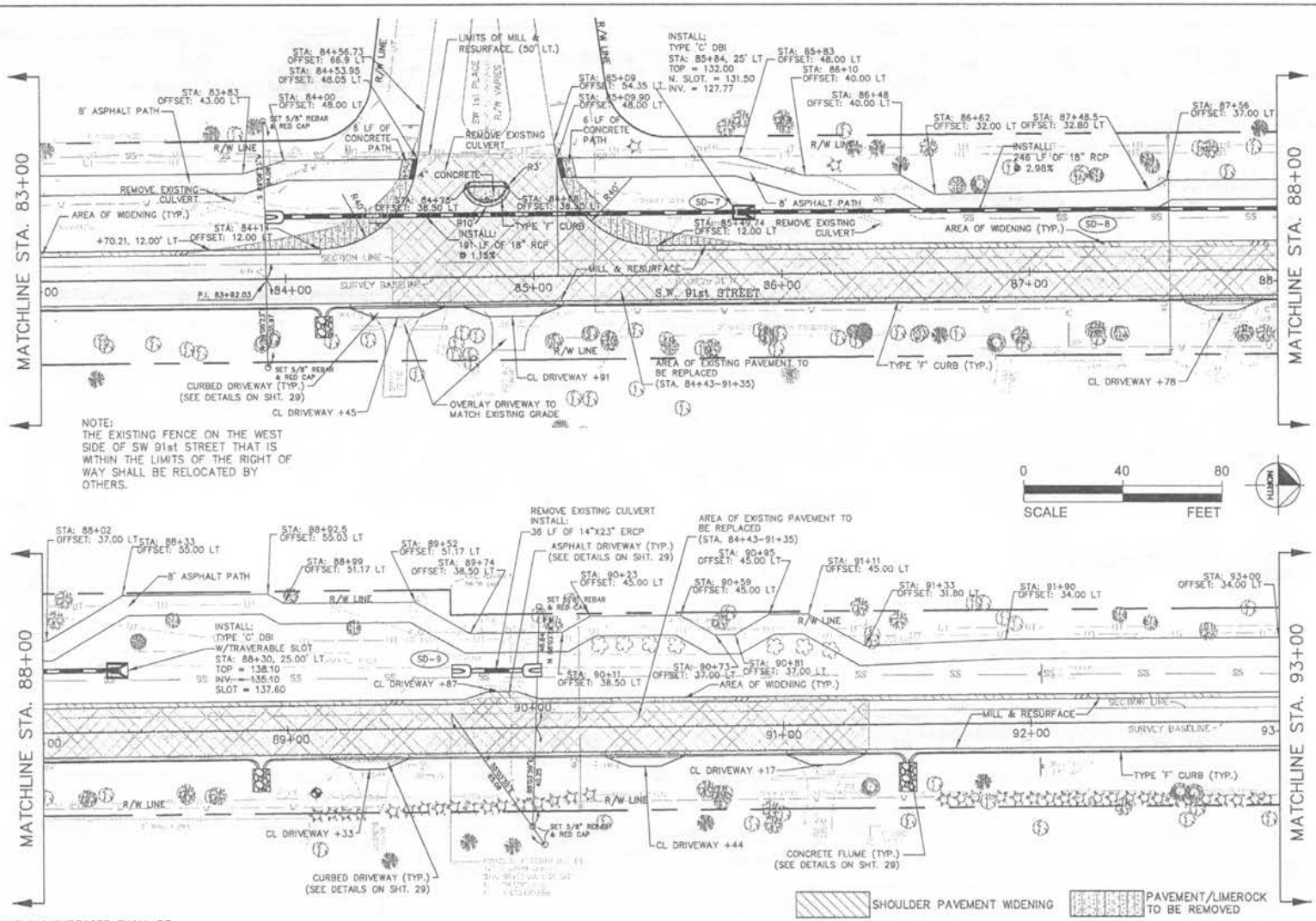
0 40 80
SCALE FEET



No.	REVISIONS	DATE	BY	SCALE AS NOTED DESIGNED BY DRAWN BY CHECKED BY	Kimley-Horn and Associates, Inc. © 2010 KIMLEY-HORN AND ASSOCIATES, INC. 1331 SE 25TH LOOP, SUITE 101, OCALA, FL 34471 PHONE: 352-671-8451 FAX: 352-671-4439 www.kimley-horn.com CA 00000696	DATE SEPT. 2010 PROJECT NO. 042551006	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS ALACHUA FLORIDA	DESIGN ENGINEER: EARL WILLS, P.E. FLORIDA REGISTRATION NUMBER: 44194 DATE:	SW 91st STREET - PLAN (STA 73+00 - STA 83+00)	SHEET NUMBER 07

X-REF LIST
X-R-BORDER
X-R-SIDEWALK
X-R-BASE
X-R-ASPHALT
X-R-PATT
GNU Free Locations

Drawing name: K:\OCA_TP\TO\042551006 - SW 91st St Seg 1\9\CADD\Civil\07 SW 91st STREET - PLAN.dwg 08 SW 91st STREET Sep 08, 2010 8:00am by: darryl.sculley



NOTE:
THE EXISTING FENCE ON THE WEST SIDE OF SW 91st STREET THAT IS WITHIN THE LIMITS OF THE RIGHT OF WAY SHALL BE RELOCATED BY OTHERS.

NOTE:
DETECTABLE WARNING SURFACES SHALL BE INSTALL IN ACCORDANCE WITH, AND AT LOCATIONS REQUIRED BY, FDOT INDEX NOS 304 AND 310.

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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - PLAN
(STA 83+00 - STA 93+00)

SHEET NUMBER 08

X-REF LIST
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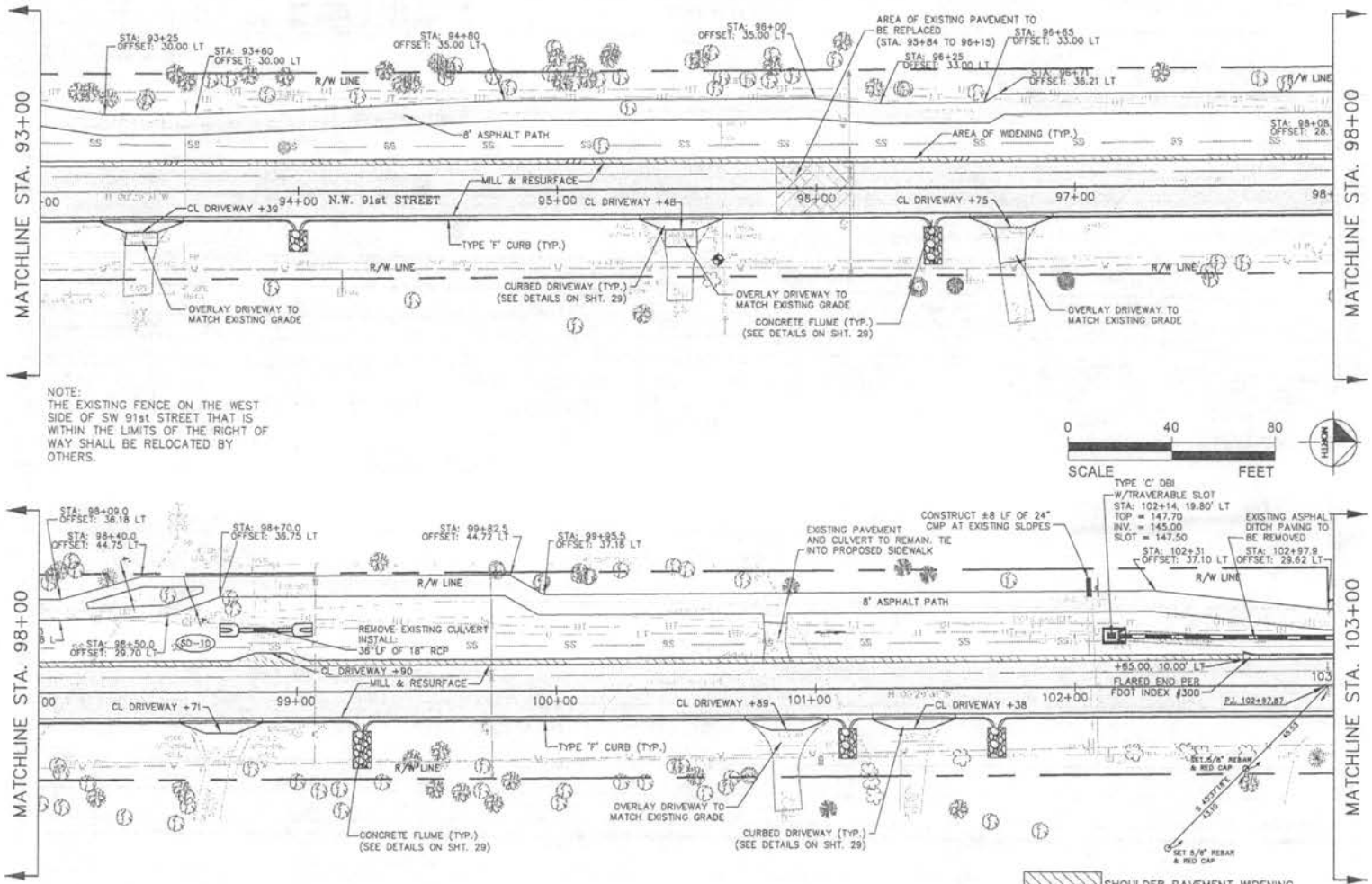

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DATE: SEPT. 2010
PROJECT NO. 042551006

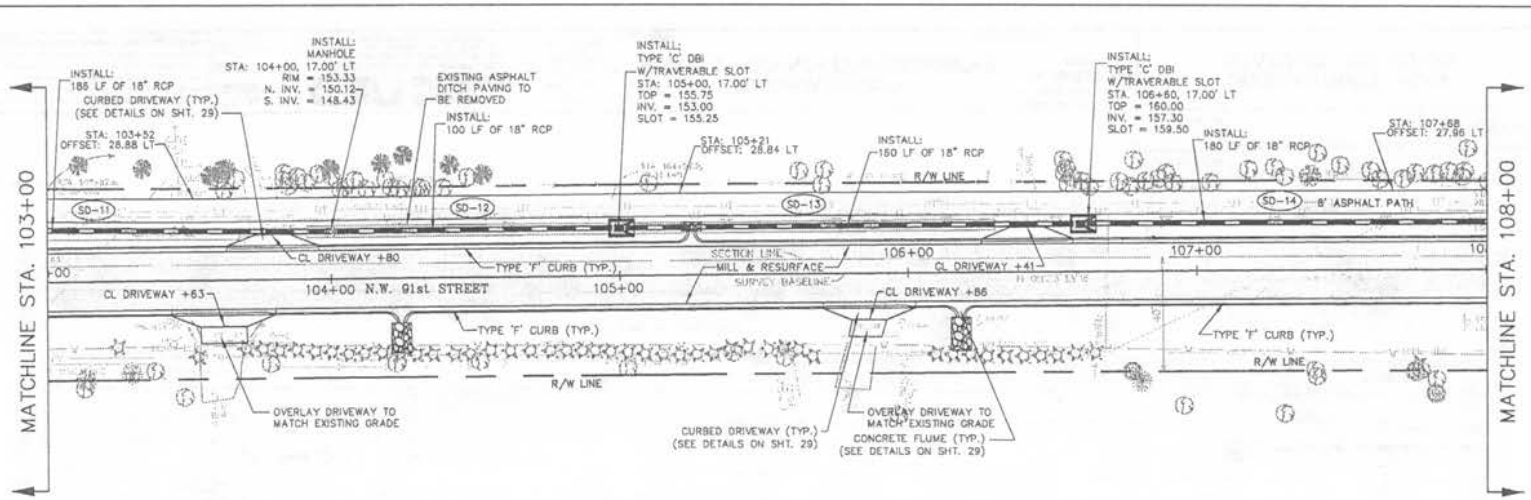
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - PLAN
(STA 93+00 - STA 103+00)

SHEET NUMBER
09

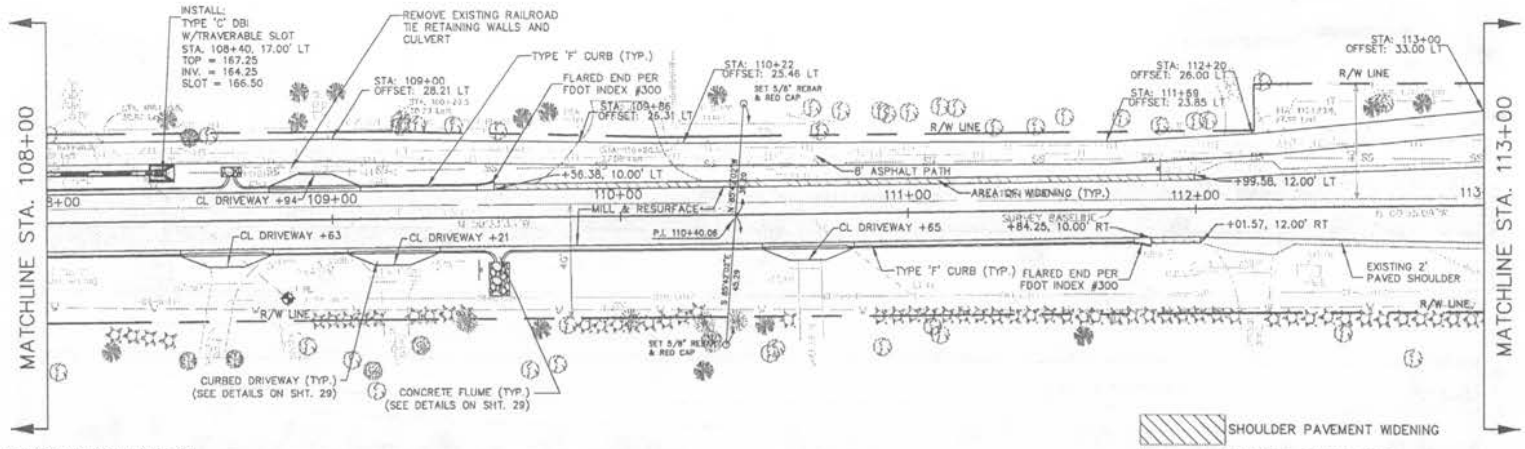
X-REF LIST
Drawing name: K:\OCA_TPTO\042551006 - SW 91st St Seg 1\9\CADD\Const\07 SW 91st STREET - PLAN.dwg 10 SW 91st STREET Sep 06, 2010 8:01am by: darryl.cowfray
Xrefs: LAYOUT-X-REF, XREF-X-REF, XREF-X-REF, XREF



NOTE:
THE EXISTING FENCE ON THE WEST SIDE OF SW 91st STREET THAT IS WITHIN THE LIMITS OF THE RIGHT OF WAY SHALL BE RELOCATED BY OTHERS.

SEE SUMMARY OF SIDE DRAINS & MITERED END SECTIONS TABLE SHT. 05

0 40 80
SCALE FEET
NORTH



NOTE:
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SHOULDER PAVEMENT WIDENING

MILLING & RESURFACING

No.	REVISIONS	DATE	BY

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www.kimley-horn.com CA 00000696

DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WELLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - PLAN
(STA 103+00 - STA 113+00)

SHEET NUMBER
10

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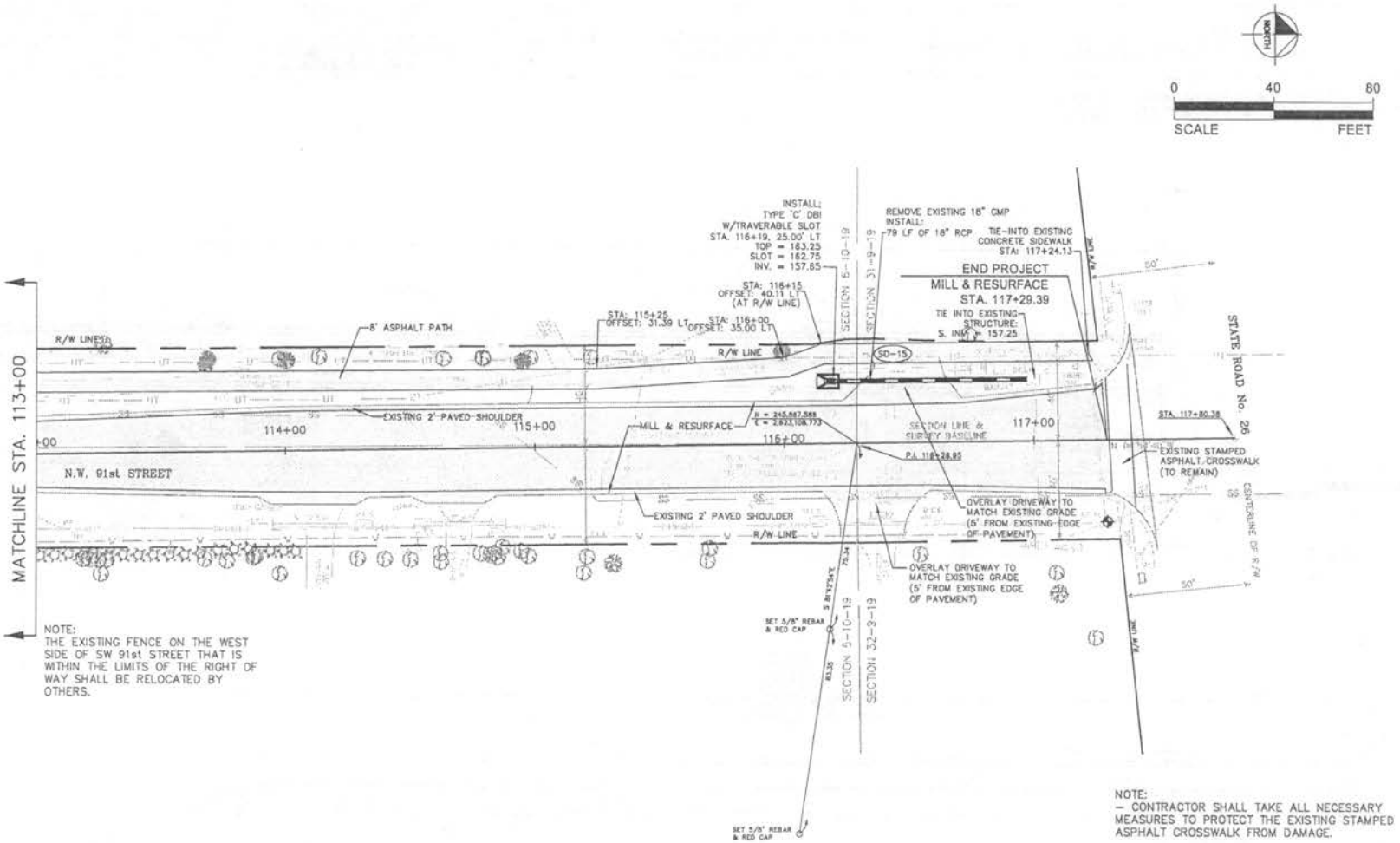
Drawing name: K:\OCA_TP\042551006 - SW 91st St Seg 1\PLANS\Civil\07 SW 91st STREET - PLAN.dwg 11 SW 91st STREET Sep 08, 2010 8:01am by darryl.courtney
X-REF LIST
X-REF (PATH)



NOTE:
THE EXISTING FENCE ON THE WEST SIDE OF SW 91st STREET THAT IS WITHIN THE LIMITS OF THE RIGHT OF WAY SHALL BE RELOCATED BY OTHERS.

NOTE:
– CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING STAMPED ASPHALT CROSSWALK FROM DAMAGE.

NOTE:
DETECTABLE WARNING SURFACES SHALL BE INSTALL IN ACCORDANCE WITH, AND AT LOCATIONS REQUIRED BY, FDOT INDEX NOS 304 AND 310.

MILLING & RESURFACING

No.	REVISIONS	DATE	BY

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DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - PLAN
(STA 113+00 - STA 117+10)

SHEET NUMBER: 11

X-REF LIST
GRU Park Locations
X-P-PATT
X-P-BASE
X-P-SURVEY
X-P-ROW
X-P-BDWG

Drawing Name: K:\OCA_PTP\042551006 - SW 91st St Seg 1?3\CADD\Civil\07 SW 91st STREET - PLAN.dwg 12 SW 91st STREET Sep 08, 2010 8:01am by: darryl.courtney

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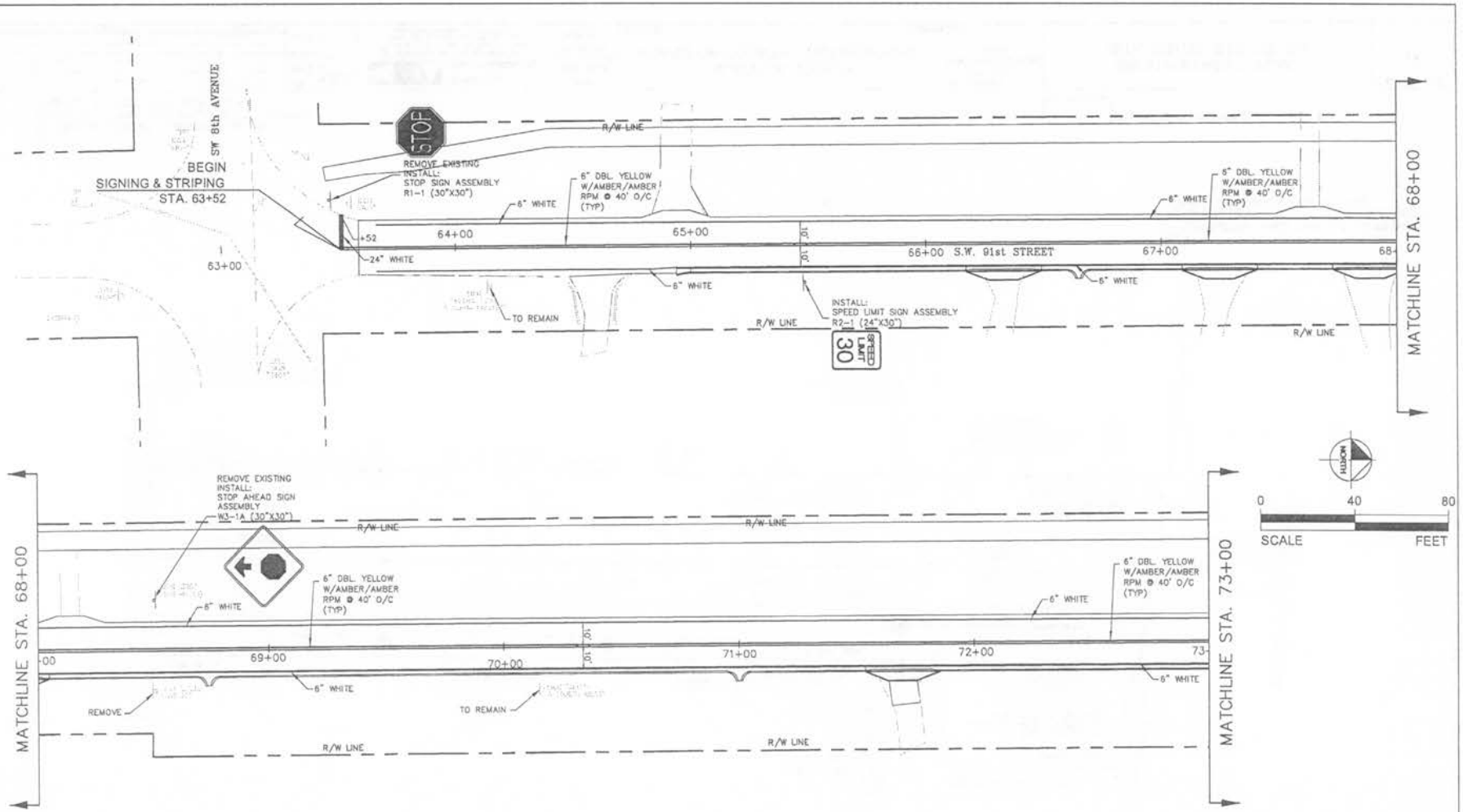

NOTE:
ALL STRIPING WITHIN THE SW 91st STREET RIGHT-OF-WAY MUST BE LEAD-FREE THERMOPLASTIC AND SHALL INCLUDE RPM'S. RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 17352)

No.	REVISIONS	DATE	BY

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www.kimley-horn.com CA 00000696

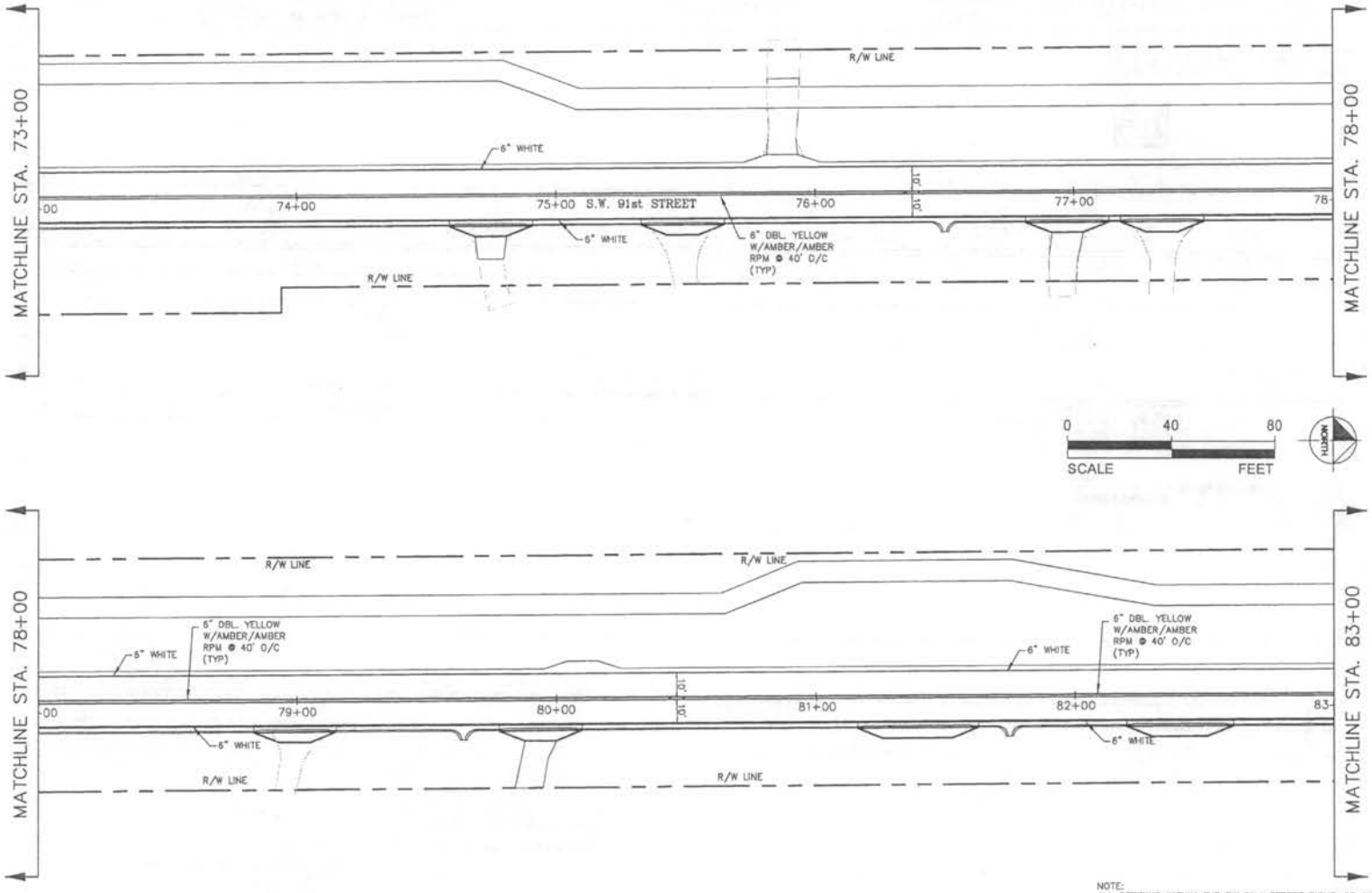
DATE: SEPT. 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING
(STA 63+03 - STA 73+00)

SHEET NUMBER
12



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DATE: SEPT. 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

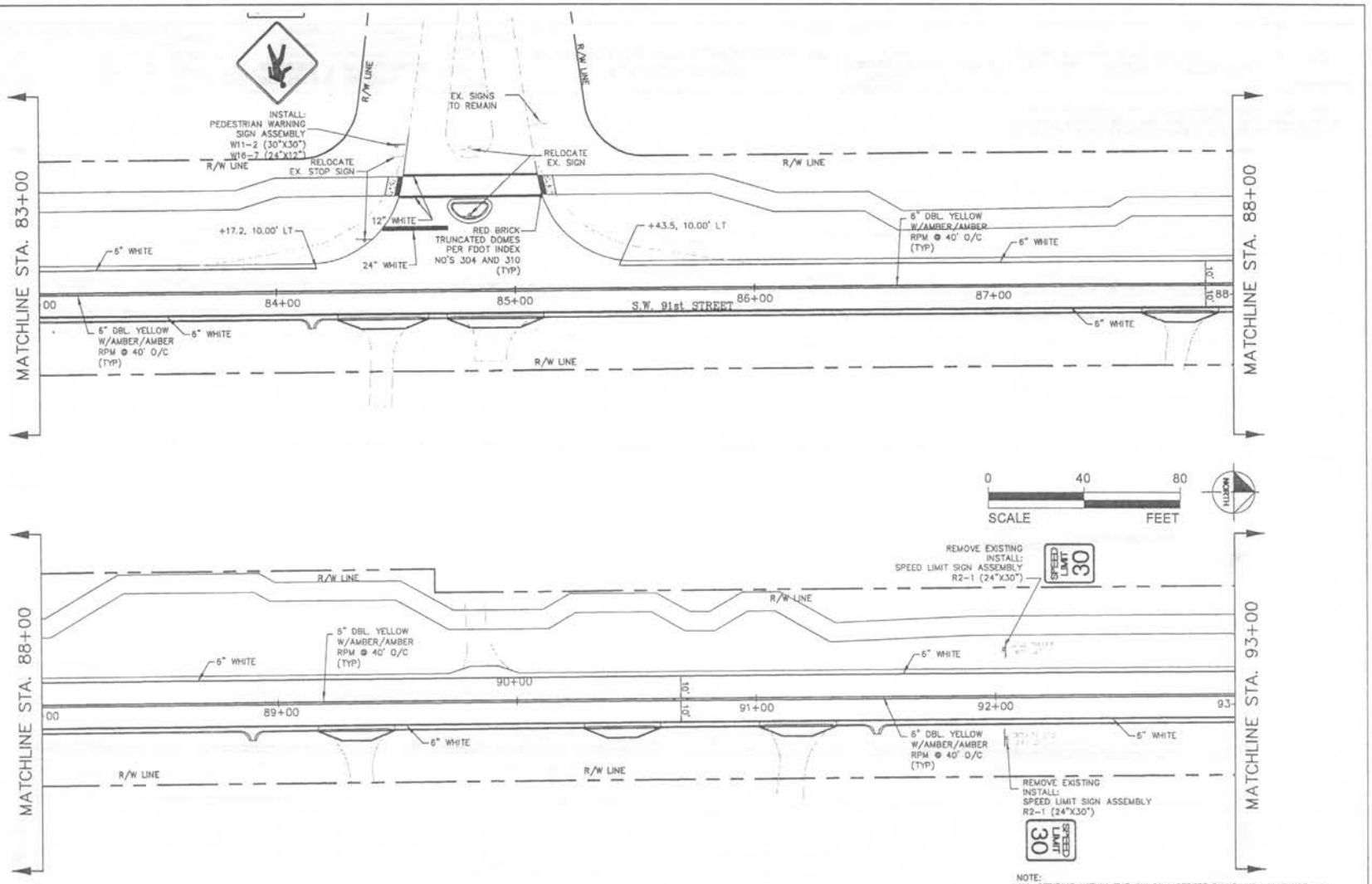
DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING
(STA 73+00 - STA 83+00)

SHEET NUMBER: 13

X-REF LIST
X-P-PATT
X-P-BASE
X-P-SURF
X-P-ROADWAY

Drawing name: K:\OCA_TP\TP\042551006 - SW 91st St Seg 1\PLCADD\Const\13 SW 91st STREET - STRIPING.dwg 14 SW 91st STREET - STRIPING Sep 08, 2010 8:01am by: darryl.courtney



NOTE:
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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

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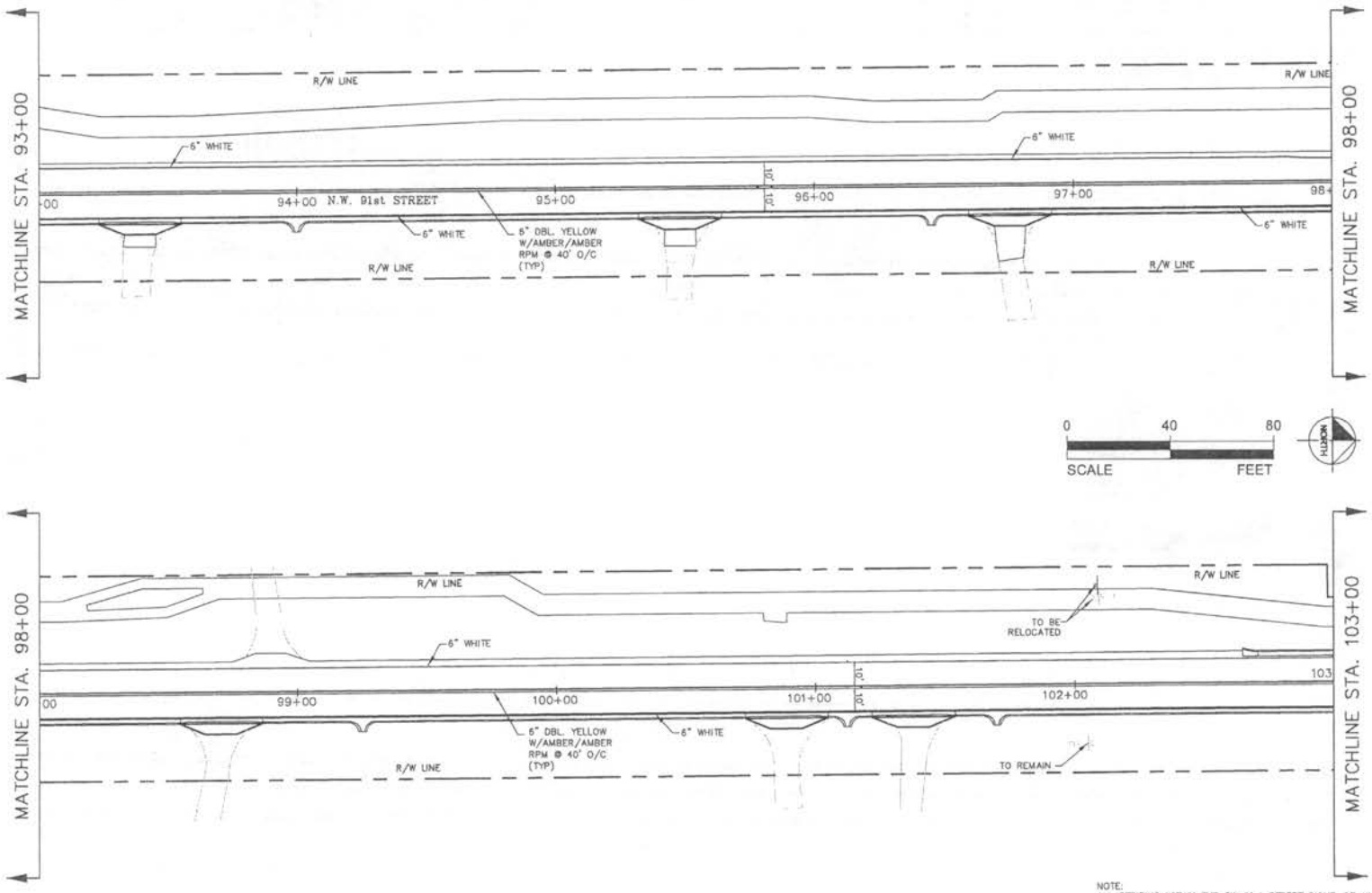
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING
(STA 83+00 - STA 93+00)

SHEET NUMBER
14

X-REF LIST
X-P-BORDER
X-P-BASE
X-P-PATT

Drawing name: K:\JOA_DFT\042551006 - SW 91st St Seg 1\SIGN\Cover\13 SW 91st STREET - STRIPING.dwg 15 SW 91st STREET - STRIPING Sep 08, 2010 8:01am by: darryl.courtney



NOTE:
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No.	REVISIONS	DATE	BY

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DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING
(STA 93+00 - STA 103+00)

SHEET NUMBER: 15

X-REF LIST
X-REF LIST
Drawing name: K:\OCA_JPTO\042551006 - SW 91st St Seg 1\PLANS\Const\13 SW 91st STREET - STRIPING.dwg 16 SW 91st STREET - STRIPING Sep 08, 2010 8:01am by: darryl.courtney
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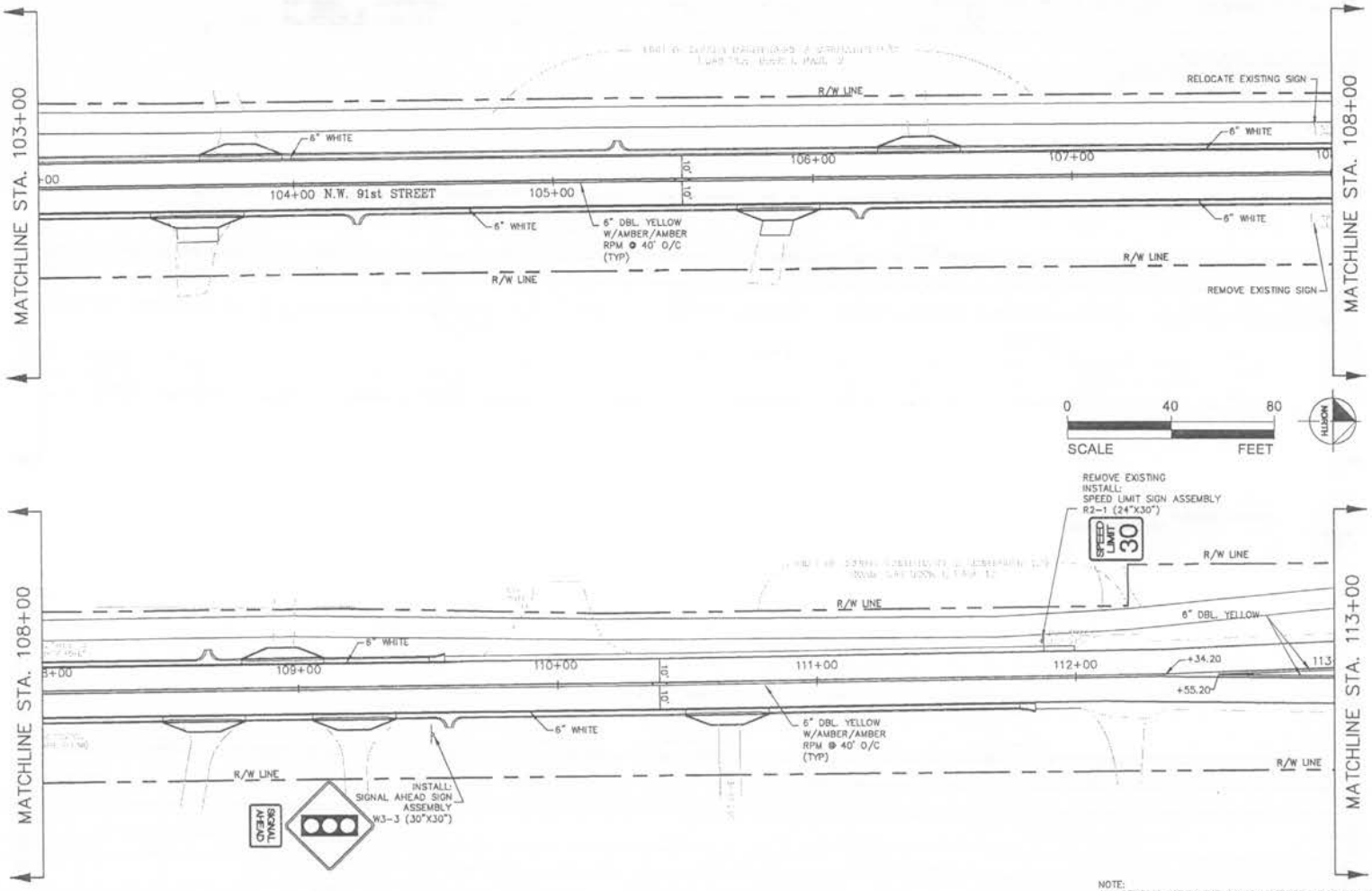

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ALL STRIPING WITHIN THE SW 91st STREET RIGHT-OF-WAY MUST BE LEAD-FREE THERMOPLASTIC AND SHALL INCLUDE RPM'S. RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 17352)

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DATE: SEPT. 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING
(STA 103+00 - STA 113+00)

SHEET NUMBER
16

Drawing name: K:\OCA_TP\042551006 - SW 91st St Reg 17\CADD\Civil\13 SW 91st STREET - STRIPING.dwg 17 SW 91st STREET - STRIPING Sep 08, 2010 8:01am by: darryl.courtney
X-REF LIST
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XREFS-X
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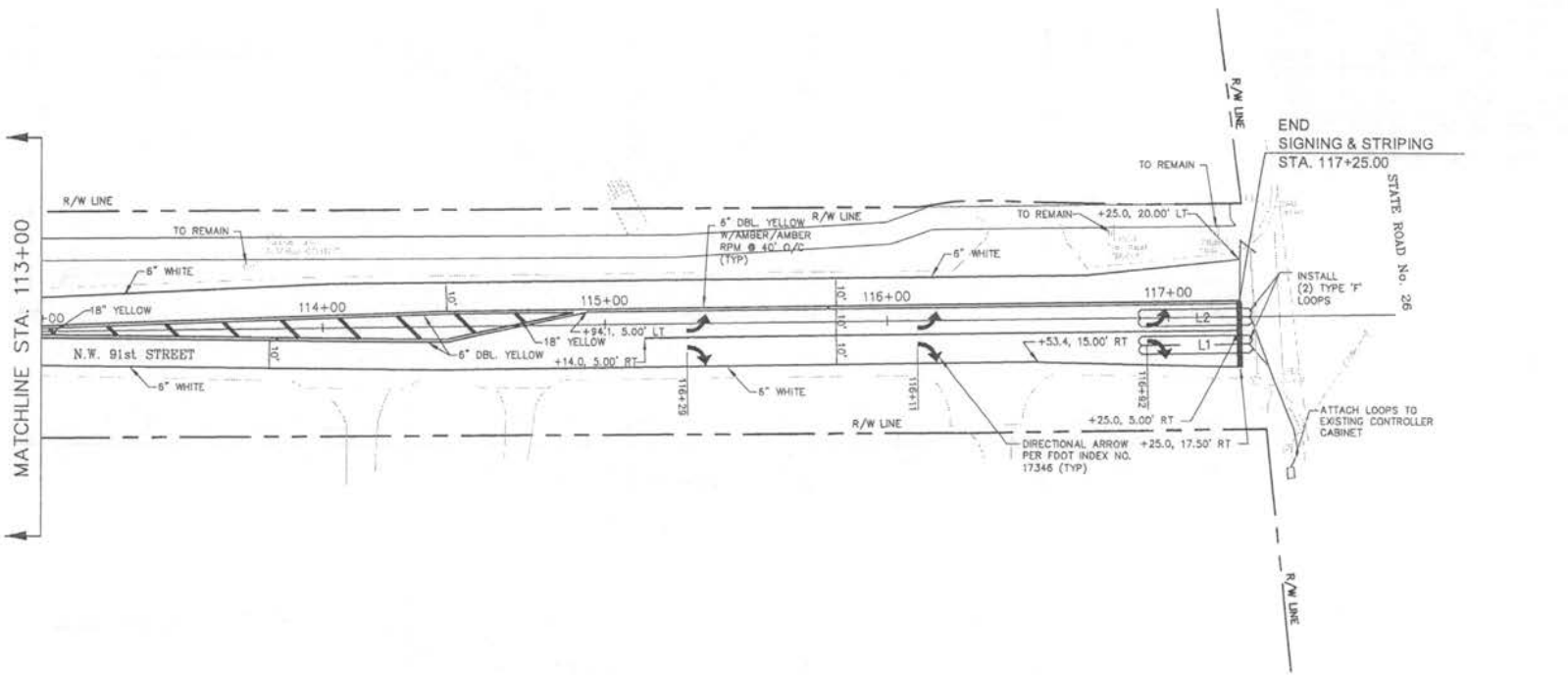

NOTES:
- CONTRACTOR IS TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING STAMPED ASPHALT CROSSWALK FROM DAMAGE.
- ALL STRIPING WITHIN THE SW 91st STREET RIGHT-OF-WAY MUST BE LEAD-FREE THERMOPLASTIC AND SHALL INCLUDE RPM'S. RPM'S SHALL BE PLACED IN ACCORDANCE WITH FDOT DESIGN STANDARDS (INDEX 17352)

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DATE: SEPT, 2010
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ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - SIGNING & STRIPING (STA 113+00 - STA 117+10)

SHEET NUMBER 17

X-REF LIST
X-P-BORDER
X-P-PAVE
X-P-PAVE2
X-P-PAVE3
X-P-PAVE4
X-P-PAVE5
X-P-PAVE6
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X-P-PAVE946
X-P-PAVE947
X-P-PAVE948
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X-P-PAVE950
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X-P-PAVE972
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X-P-PAVE978
X-P-PAVE979
X-P-PAVE980
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X-P-PAVE994
X-P-PAVE995
X-P-PAVE996
X-P-PAVE997
X-P-PAVE998
X-P-PAVE999
X-P-PAVE1000
Drawing name: K:\OCA_JPT\042551\31006 - SW 91st St Seg 17\CAD\Const\13 SW 91st STREET - STRIPING Sep 08, 2010 8:01am by: darryl.courtney
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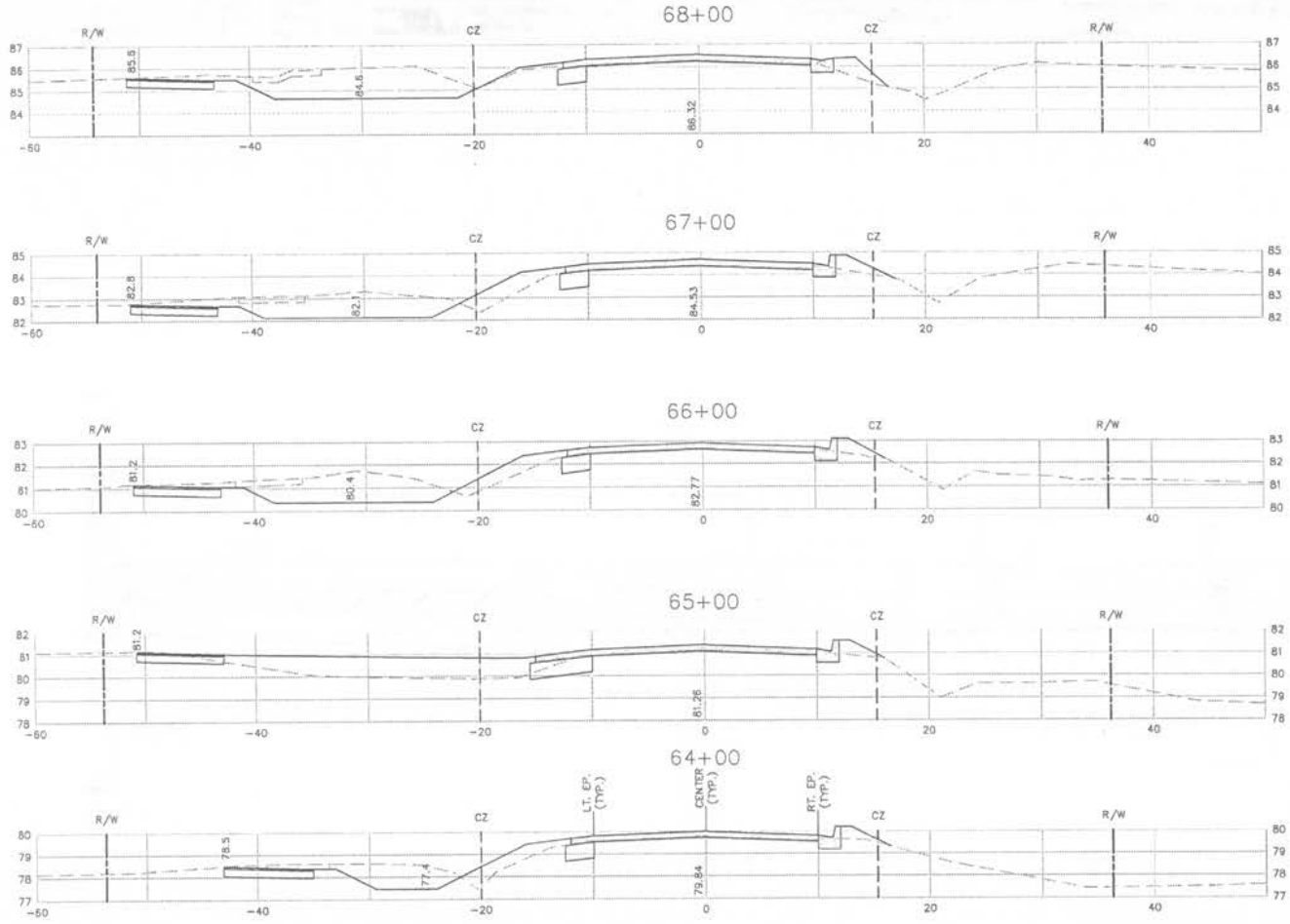

BEGIN MILL & RESURFACE
STA. 63+59.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
64+00	79.86	80.06	79.86
65+00	81.24	81.44	81.24
66+00	82.78	82.98	82.78
67+00	84.54	84.74	84.54
68+00	86.40	86.60	86.40

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

SCALE: AS NOTED	DESIGNED BY	DRAWN BY	CHECKED BY
NO.	REVISIONS	DATE	BY

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PHONE: 352-671-9451 FAX: 352-671-9439
www.kimley-horn.com CA 00000696

DATE: SEPT. 2010
PROJECT NO. 042551008

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 64+00 - STA 68+00)

SHEET NUMBER
18

X-REF LIST
Drawing name: K:\OCA_TP\TO\042551\51006 – SW 91st St Seg 17A\CADD\Civil\19 CROSS SECTIONS.dwg 19 CROSS SECTIONS Sep 08, 2010 8:02am by: dorr.courtney
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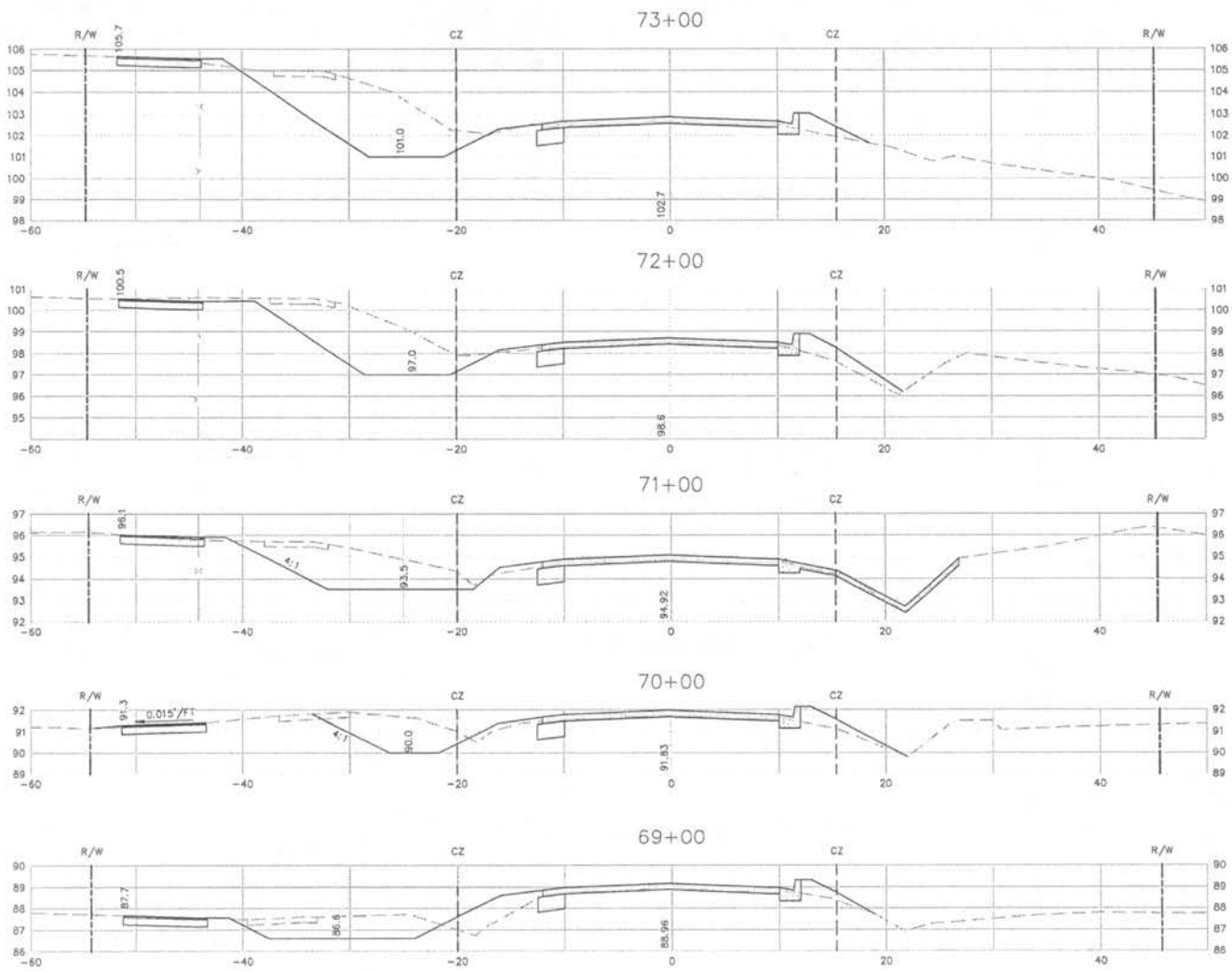

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
69+00	89.01	89.21	89.01
70+00	91.82	92.02	91.82
71+00	94.91	95.11	94.91
72+00	98.60	98.80	98.60
73+00	102.70	102.90	102.70

SCALE:
HORIZ. – 1"=10'
VERT. – 1"=5'

SCALE: AS NOTED	Kimley-Horn and Associates, Inc.	DATE: SEPT. 2010	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNED BY	© 2010 KIMLEY-HORN AND ASSOCIATES, INC. 1321 SW 35TH LOOP, SUITE 101, OCALA, FL 34471 PHONE: 352-671-8401 FAX: 352-671-8436 www.kimley-horn.com CA 00000688	PROJECT NO. 042551006	ALACHUA FLORIDA
DRAWN BY			DESIGN ENGINEER: EARL WILLS, P.E. FLORIDA REGISTRATION NUMBER: 44194 DATE:
CHECKED BY			SW 91st STREET - CROSS SECTIONS (STA 69+00 - STA 73+00)
No. REVISIONS DATE BY			SHEET NUMBER 19

X-REF LIST
X-ref: 91ST
X-ref: 91ST-PROF
X-ref: BORDER
Sep 08, 2010 8:02am by: darryl.courtney
20 CROSS SECTIONS.dwg
Drawing name: K:\OCA_TP1\042551\1006 - SW 91st St Seg 1\79\CAD01\Const\19 CROSS SECTIONS.dwg
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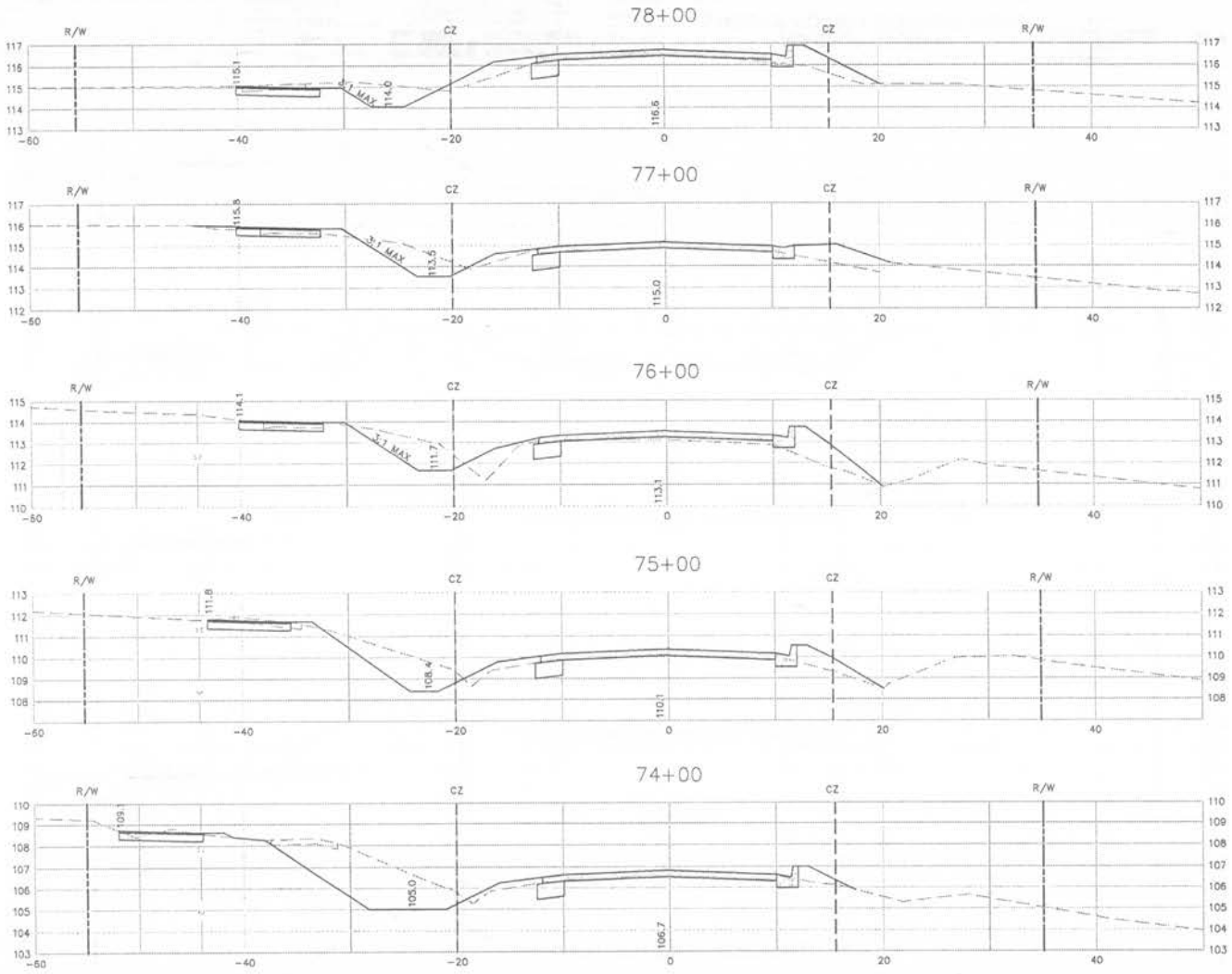

END PAVEMENT REPLACEMENT
STA. 78+00.00

BEGIN PAVEMENT REPLACEMENT
STA. 77+44.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
74+00	106.73	106.93	106.73
75+00	110.20	110.40	110.20
76+00	113.38	113.58	113.38
77+00	115.00	115.20	115.00
78+00	116.56	116.76	116.56

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

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DATE: SEPT. 2010
PROJECT NO.: 042551006

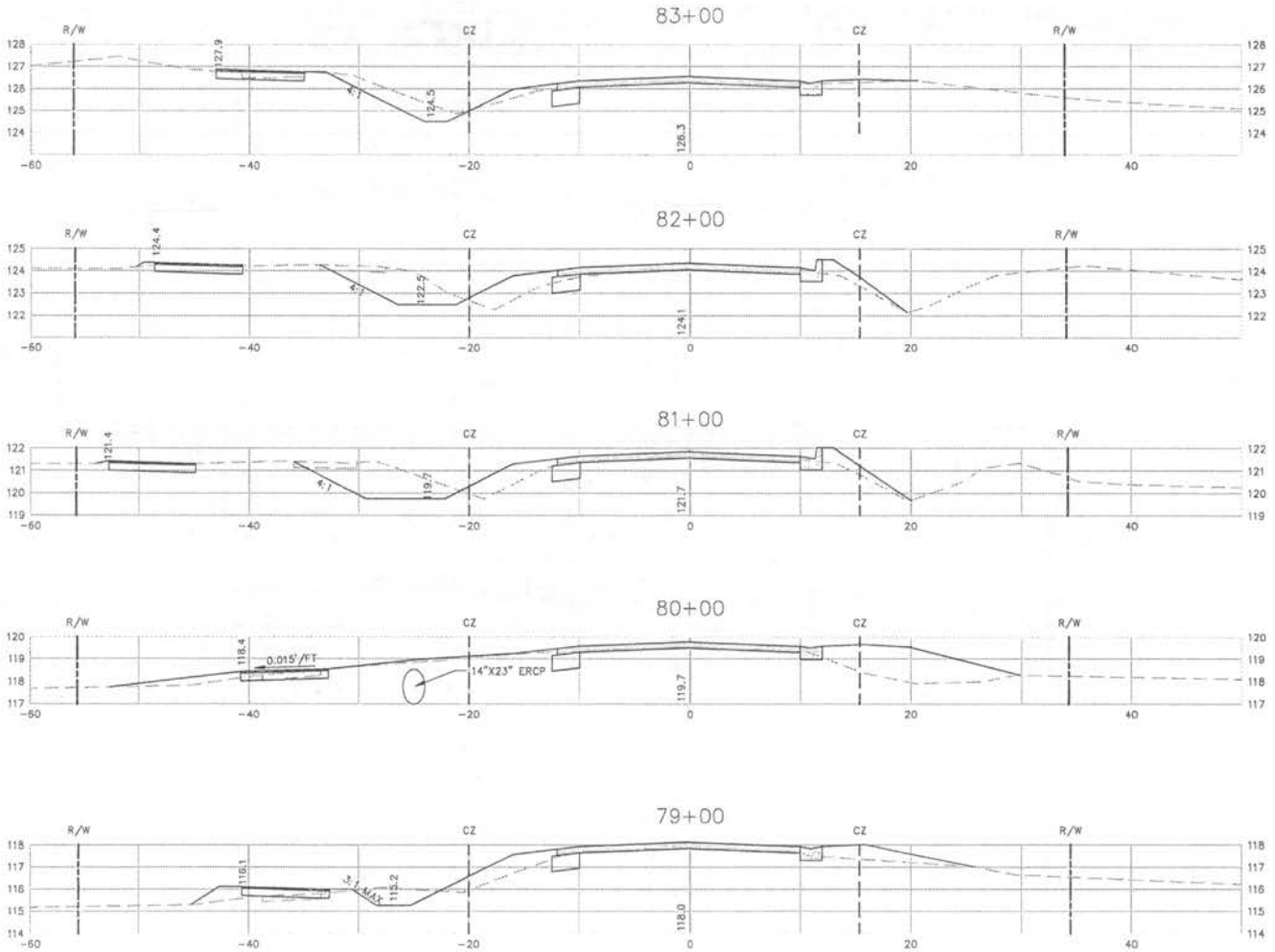
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 74+00 - STA 78+00)

SHEET NUMBER
20

Drawing name: K:\OCA_TPTO\042551006 - SW 91st St Seg 1\19 CADD\Civil\19 CROSS SECTIONS.dwg 21 CROSS SECTIONS Sep 08, 2010 8:02am by: darryl.courtney
X-REF LIST
X-R-BORDER
X-R-TITLE
X-R-SEC



END PAVEMENT REPLACEMENT
STA. 81+79.00

BEGIN PAVEMENT REPLACEMENT
STA. 81+27.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
79+00	117.98	118.18	117.98
80+00	119.63	119.83	119.63
81+00	121.70	121.90	121.70
82+00	124.19	124.39	124.19
83+00	126.39	126.59	126.39

SCALE:
HORIZ - 1"=10'
VERT. - 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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CHECKED BY

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DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 79+00 - STA 83+00)

SHEET NUMBER
21

X-REF LIST
3EVIS-d-X
ADMIN-d-X
3EVIS-d-X
BRIDGE-d-X

Drawing name: K:\OCA_TP\T\042551006 - SW 91st St Seg 1\9\CAD\Civil\19 CROSS SECTIONS.dwg 22 CROSS SECTIONS Sep 08, 2010 8:52am by darryl.courtney

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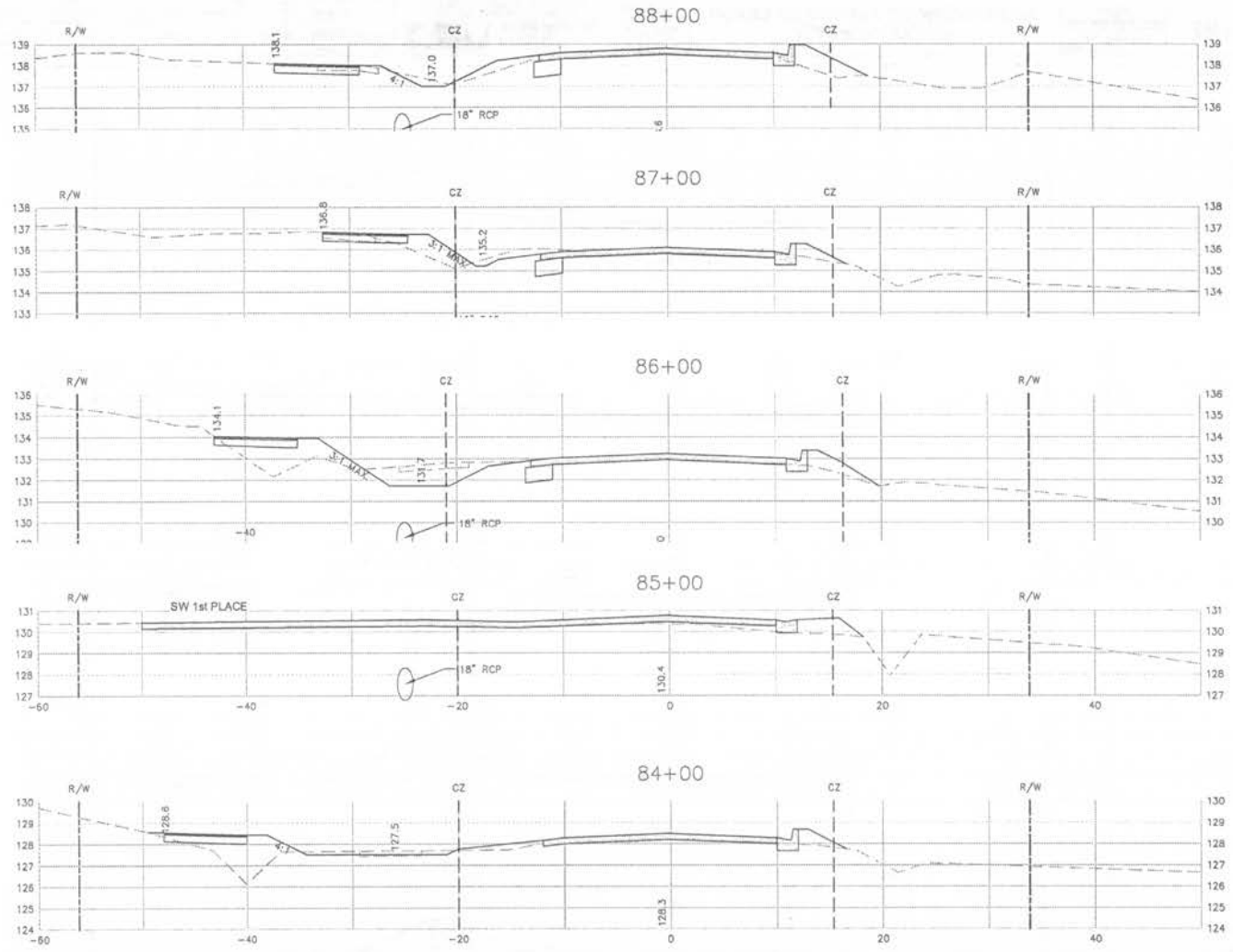


BEGIN PAVEMENT REPLACEMENT
STA. 84+43.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
84+00	128.33	128.53	128.33
85+00	130.60	130.80	130.60
86+00	133.08	133.28	133.08
87+00	136.15	136.35	136.15
88+00	138.62	138.82	138.62

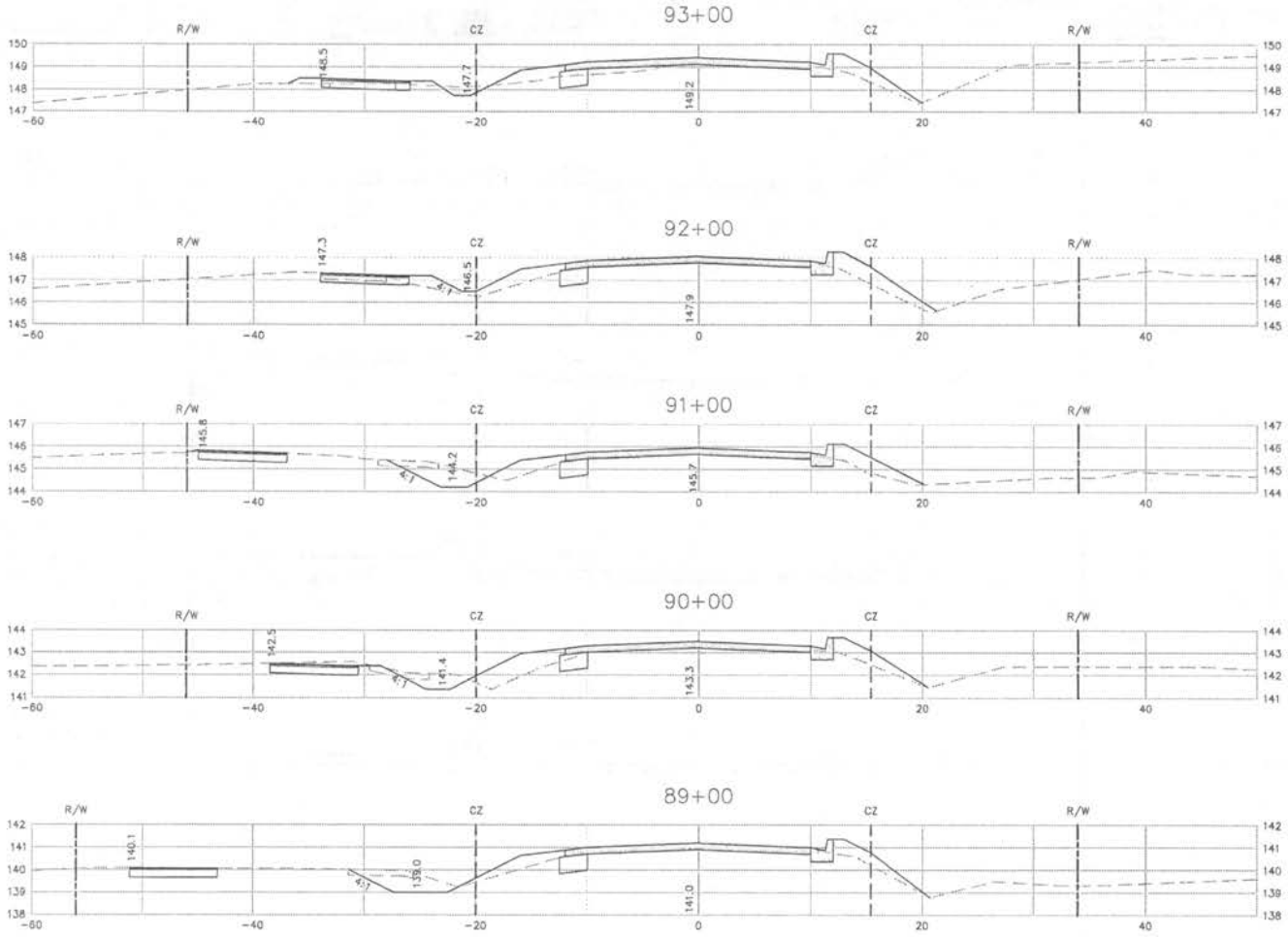
SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

			SCALE: AS NOTED	Kimley-Horn and Associates, Inc.	DATE: SEPT, 2010	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER: EARL WILLS, P.E.
			DESIGNED BY	© 2010 KIMLEY-HORN AND ASSOCIATES, INC. 1320 SE 25TH LOOP, SUITE 105, OCALA, FL 34471 PHONE: 352-671-8451 FAX: 352-671-8438 www.kimley-horn.com CA 00000898	PROJECT NO. 042551006		FLORIDA REGISTRATION NUMBER: 44194
			DRAWN BY			ALACHUA FLORIDA	DATE:
NO.	REVISIONS	DATE	BY	CHECKED BY			

SW 91st STREET - CROSS SECTIONS
(STA 84+00 - STA 88+00)

SHEET NUMBER
22

Drawing name: K:\OCA_TPTO\042551\1006 - SW 91st St Reg (TS)\CADD\Const\13 CROSS SECTIONS.dwg 23 CROSS SECTIONS Sep 08, 2010 8:02am by daryl.courtney
X-REF LIST
X-ref-BASE
X-ref-ss-base
XDRGBASE



END PAVEMENT REPLACEMENT
STA. 91+35.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
89+00	141.04	141.24	141.04
90+00	143.35	143.55	143.35
91+00	145.80	146.00	145.80
92+00	147.91	148.11	147.91
93+00	149.26	149.46	149.26

SCALE:
HORIZ - 1"=10'
VERT. - 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY
DRAWN BY
CHECKED BY

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DATE: SEPT. 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 89+00 - STA 93+00)

SHEET NUMBER
23

X-REF LIST
X-d-ESXC
X-d-SWKEY
X-d-BORDER
Drawing name: K:\OCA_TPTO\042551006 - SW 91st St Seg 1\TS\CA001\Const\19 CROSS SECTIONS\19 CROSS SECTIONS.dwg 24 CROSS SECTIONS Sep 08, 2010 8:02am by: darryl.dewberry
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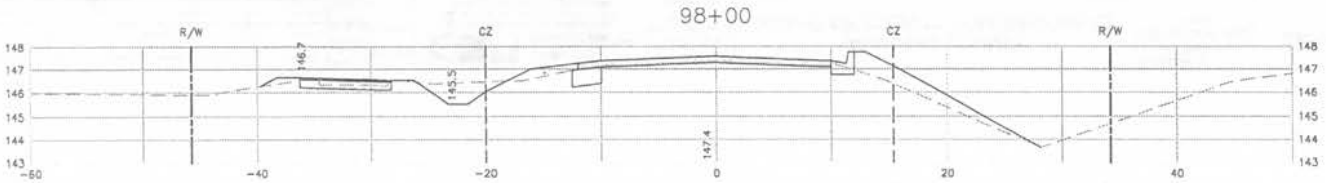

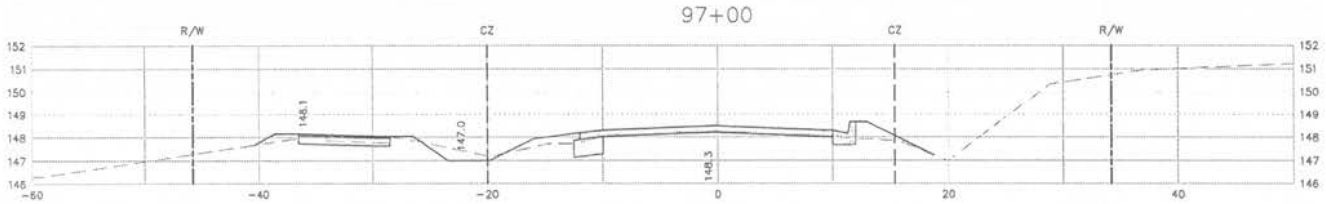

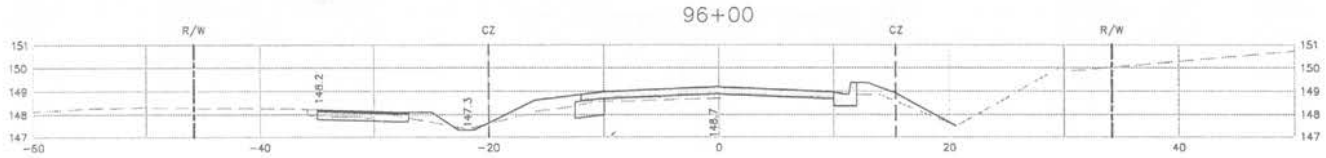

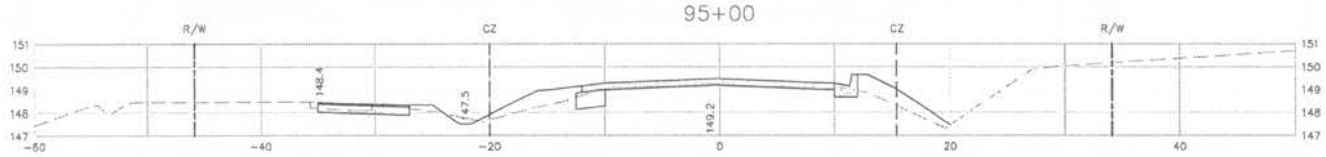

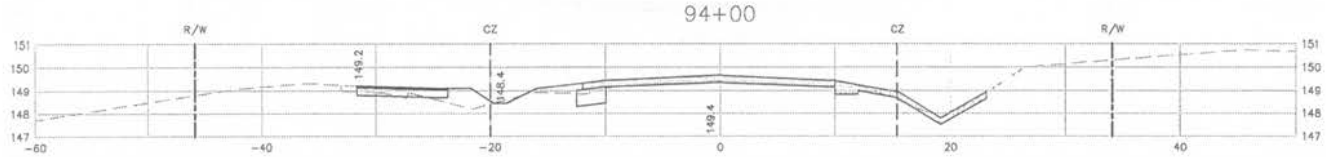

END PAVEMENT REPLACEMENT
STA. 96+15.00

BEGIN PAVEMENT REPLACEMENT
STA. 95+84.00

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
94+00	149.58	149.78	149.58
95+00	149.28	149.48	149.28
96+00	149.02	149.22	149.02
97+00	148.34	148.54	148.34
98+00	147.41	147.61	147.41

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY
DRAWN BY
CHECKED BY

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DATE: SEPT. 2010
PROJECT NO. 042551006

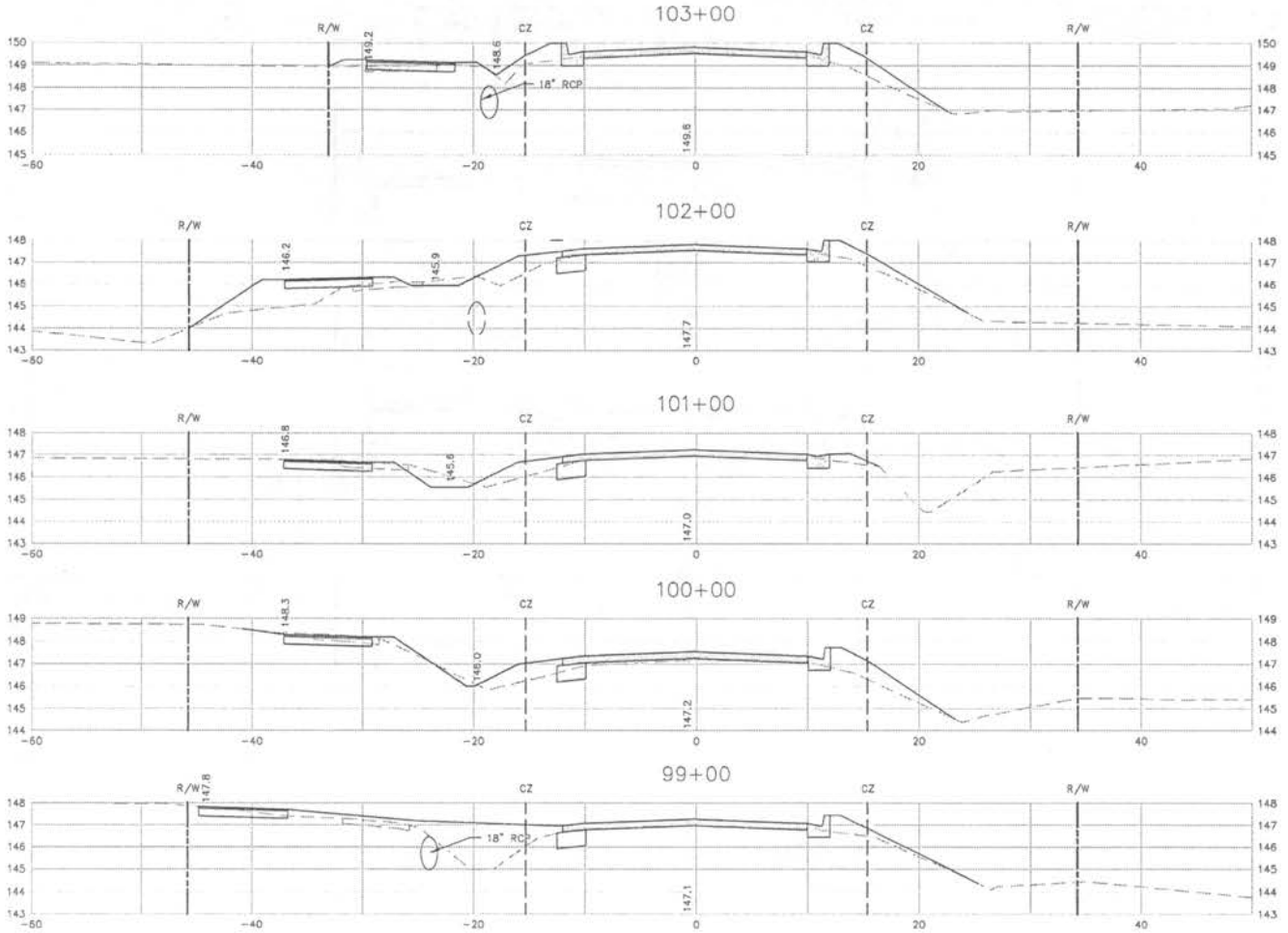
ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 94+00 - STA 98+00)

SHEET NUMBER
24

Drawing name: K:\OCA_TP\042551\1006 - SW 91st St Seg 1\3\CADD\Const\19 CROSS SECTIONS.dwg 25 CROSS SECTIONS Sep 08, 2010 8:02pm by: daryl.crowley
X-REF LIST
X-REF
X-REF
X-REF
X-REF



PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
99+00	147.07	147.27	147.07
99+25	146.99	147.19	146.99
100+00	147.34	147.54	147.34
101+00	147.08	147.28	147.08
102+00	147.67	147.87	147.67
103+00	149.65	149.85	149.65

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL MILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 99+00 - STA 103+00)

SHEET NUMBER
25

X-REF LIST
X-P-BASE
X-P-BASEKEY
X-P-BORDER
Drawing name: K:\OCA_TP1\042551006 - SW 91st St Sep 17\(CADD)\Const\19 CROSS SECTIONS.dwg 25 CROSS SECTIONS Sep 08, 2010 8:02am by: darryl.crawford
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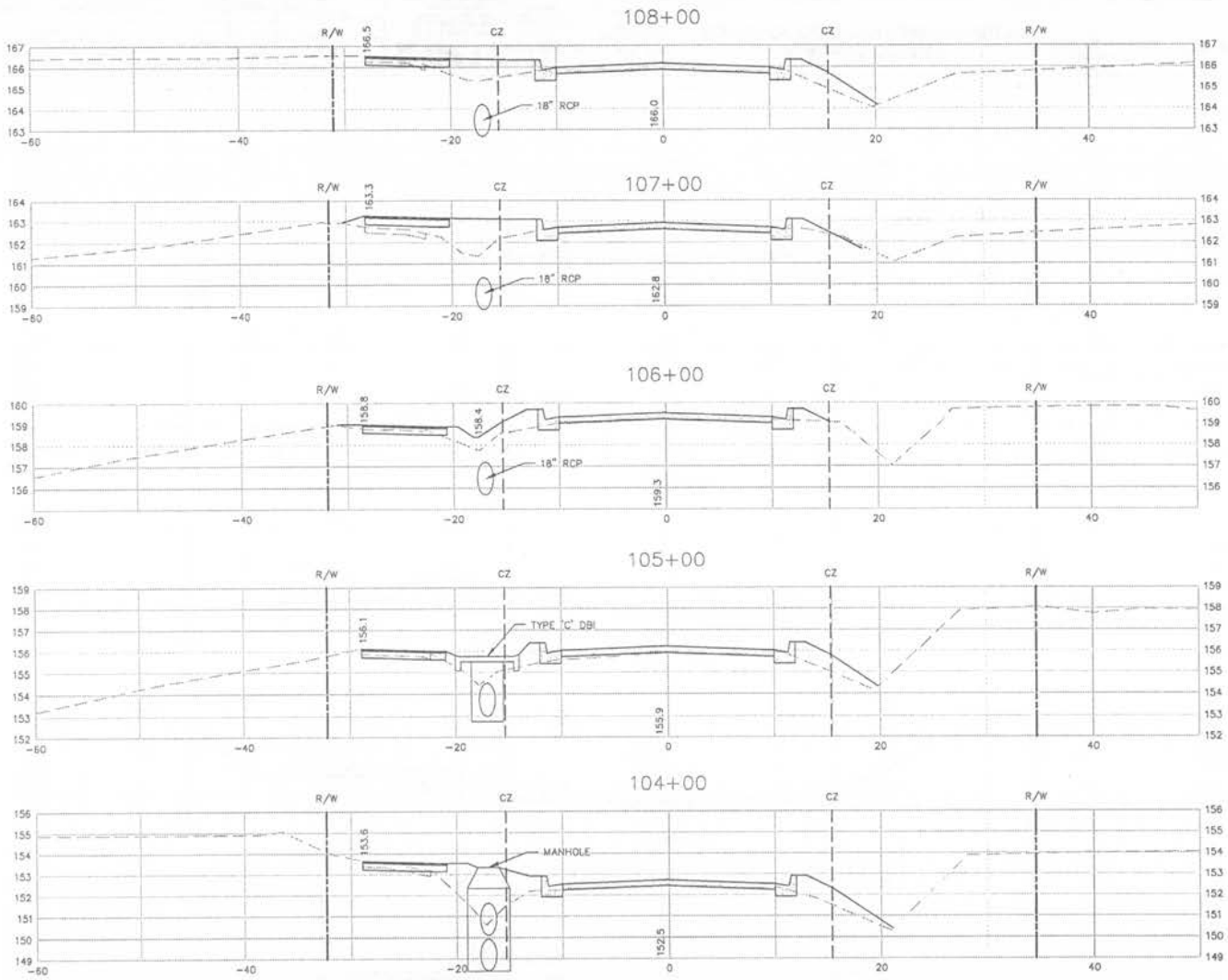

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
104+00	152.58	152.78	152.58
105+00	156.07	156.27	156.07
106+00	159.38	159.58	159.38
107+00	162.84	163.04	162.84
108+00	166.11	166.31	166.11

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WELLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 104+00 - STA 108+00)

SHEET NUMBER
26

X-REF LIST
Drawing name: K:\OCA_TP\042551006 - SW 91st St Seg 1\79\CAD\Const\19 CROSS SECTIONS.dwg 27 CROSS SECTIONS Sep 08, 2010 8:02am by darryl.courtney
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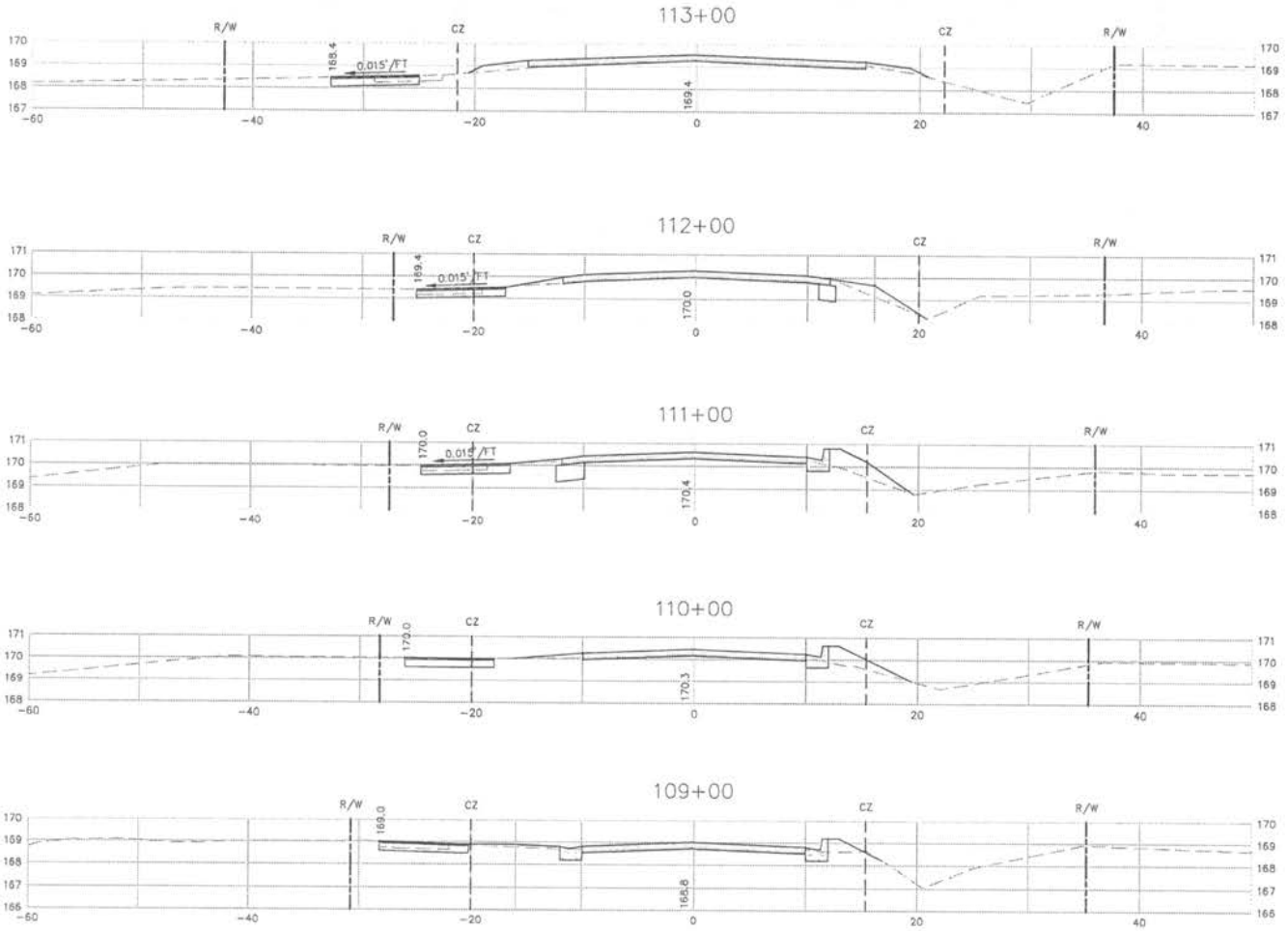

PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
109+00	168.87	169.07	168.87
110+00	170.31	170.51	170.31
110+50	170.57	170.77	170.57
111+00	170.46	170.66	170.46
112+00	170.12	170.32	170.12
113+00	169.19	169.49	169.19

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: SEPT, 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 109+00 - STA 113+00)

SHEET NUMBER
27

Drawing name: K:\OCA_TP70\042551006 - SW 91st St Seg 1\79\CAD\Civil\19 CROSS SECTIONS.dwg 19 CROSS SECTIONS Sep 08, 2010 8:53am by: darryl.courtney
X-REF LIST
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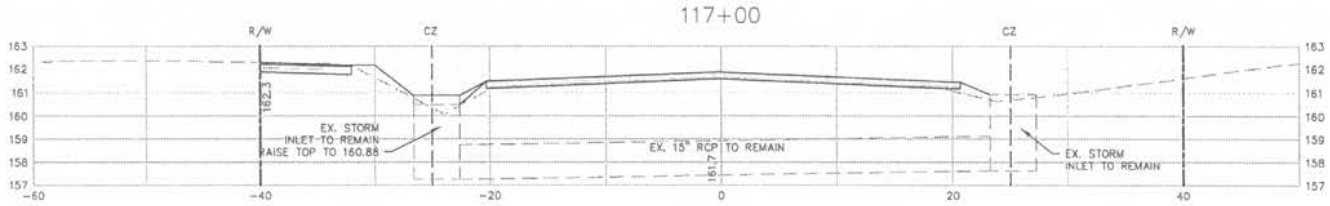
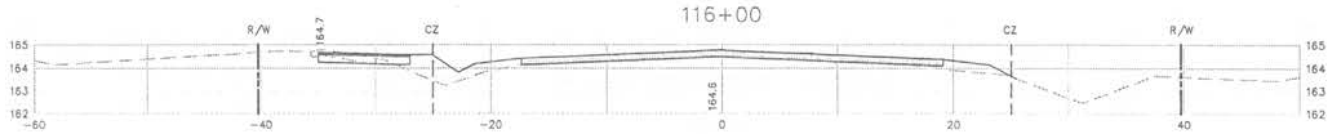
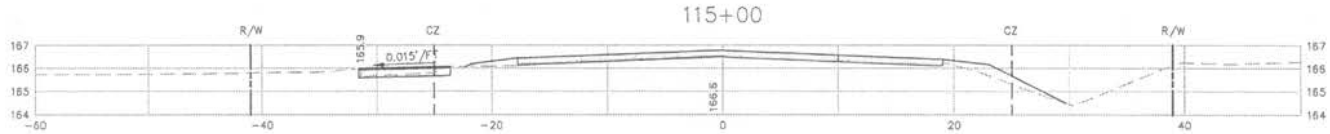
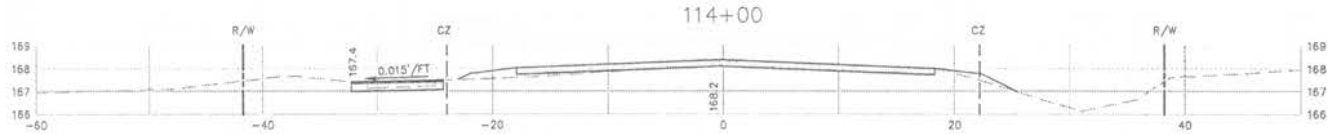
END PROJECT
END MILL & RESURFACE
STA. 117+29.39









PROPOSED FINISH PAVEMENT ELEVATIONS

STATION	LEFT EP	CENTER	RIGHT EP
114+00	167.90	168.26	167.89
115+00	166.30	166.65	166.27
116+00	164.17	164.52	164.14
117+00	161.02	161.42	161.02

SCALE:
HORIZ – 1"=10'
VERT. – 1"=5'

No.	REVISIONS	DATE	BY

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PHONE: 352-671-8451 FAX: 352-671-8438
www.kimley-horn.com CA 00000696

DATE: SEPT. 2010
PROJECT NO. 042551008

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

SW 91st STREET - CROSS SECTIONS
(STA 114+00 - STA 117+00)

SHEET NUMBER
28

X-REF LIST
X-ref-BORDER
X-ref-SURVEY
X-ref-BASE
Drawing name: K:\OCA_TP\TD\042551006 – SW 91st St Seg 1\PLANS\Const\19 CROSS SECTIONS.dwg 29 CROSS SECTIONS Sep 08, 2010 8:03am by darryl.courtney
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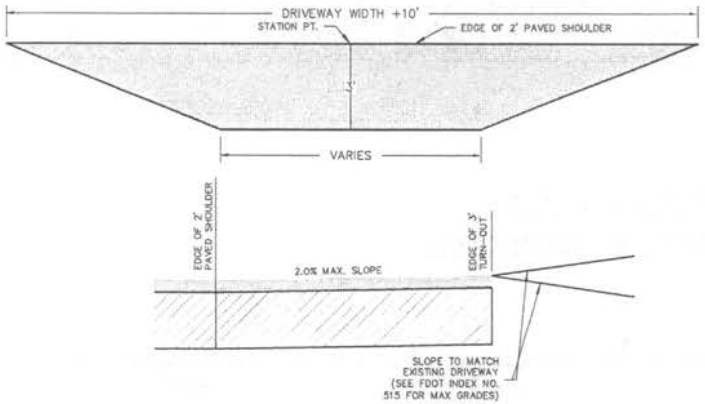
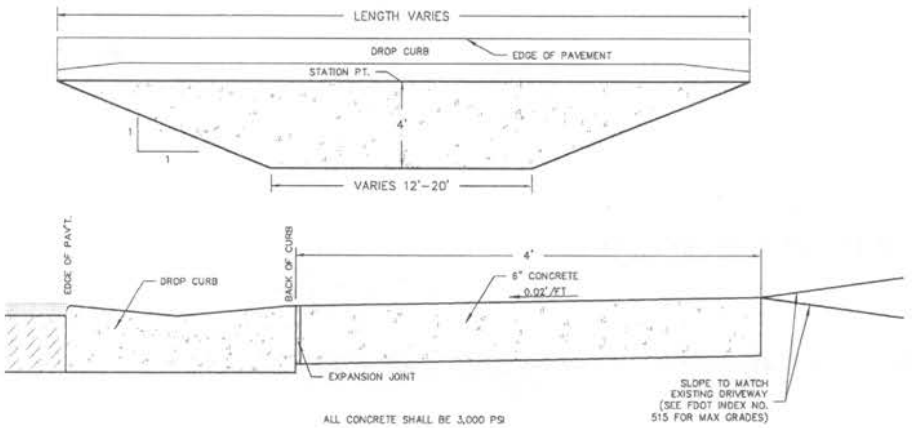
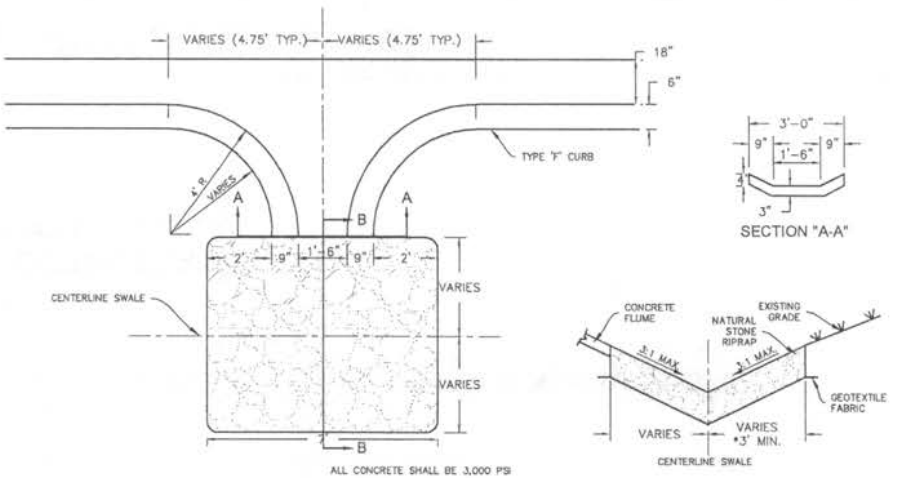


ASPHALT DRIVEWAY TYPICAL



CURBED DRIVEWAY TYPICAL



CONCRETE FLUME

FOR ADDITIONAL DETAILS, REFER TO FDOT STANDARD INDEX NO. 283

NOTES:

1. RIPRAP SHALL BE RUBBLE TYPE PER FDOT SECTION 530, BROKEN STONE ONLY, 8"-12" EVEN MIXTURE, UNIFORMLY PLACED. PROVIDE DRAINAGE GEOTEXTILE FABRIC INSTALLED FOR RIPRAP FILTER (514-3.4) PER SECTION 514.
2. RIPRAP SHALL BE PLACED ONTO THE GEOTEXTILE FABRIC SUCH THAT THE TOP OF THE RIPRAP IS NOT GREATER THAN 1" ABOVE THE ADJACENT GRADES.
3. RIPRAP PAD SHALL BE 18" THICK AND EVENLY AND UNIFORMLY PLACED SUCH THAT NO VOIDS OR BARE SPOTS EXIST. THE RIPRAP SHALL BE PLACED WITHOUT PUNCTURING OR TEARING THE FILTER FABRIC.

X-REF LIST
X-REF
X-REF
X-REF
X-REF
X-REF

Drawing name: K:\OCA_TP1\0425\31006 - SW 91st St Seg 1\9\CADD\Const\33 MISC. DETAILS.dwg 33 DETAILS Sep 08, 2010 8:03am by: darryl.courtney

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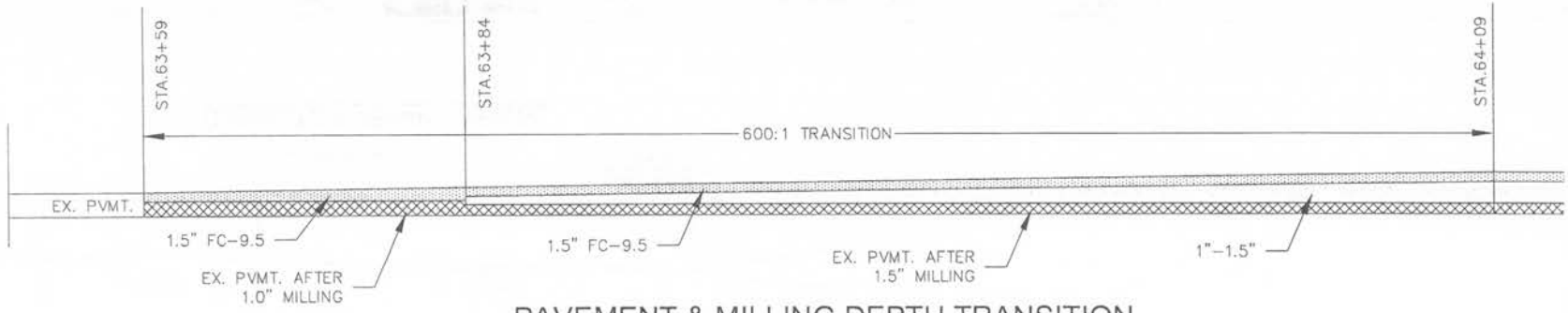
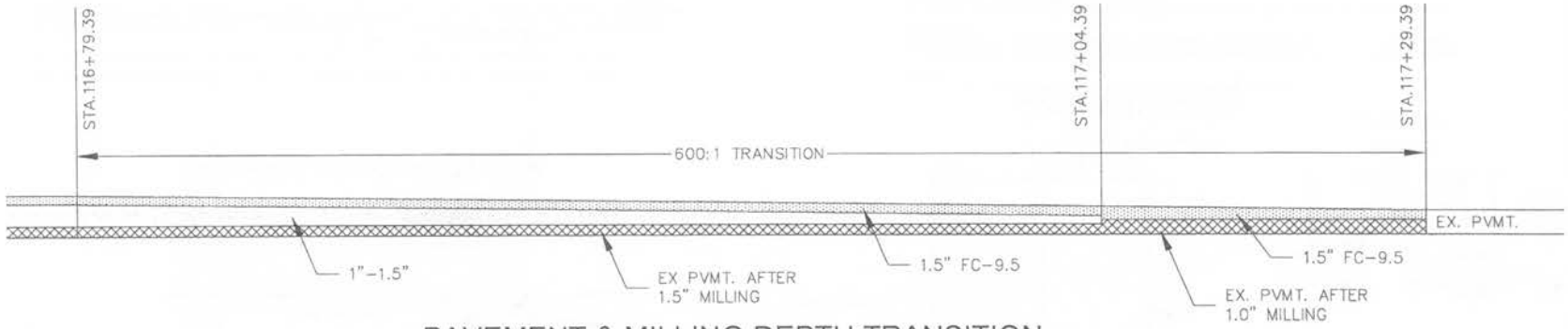
DESIGN ENGINEER: EARL WILLS, P.E.
FLORIDA REGISTRATION NUMBER: 44194
DATE:

MISC. DETAILS

SHEET NUMBER: 29



PAVEMENT & MILLING DEPTH TRANSITION
STA.63+59 TO STA.64+09



PAVEMENT & MILLING DEPTH TRANSITION
STA.116+79.39 TO STA.117+29.39

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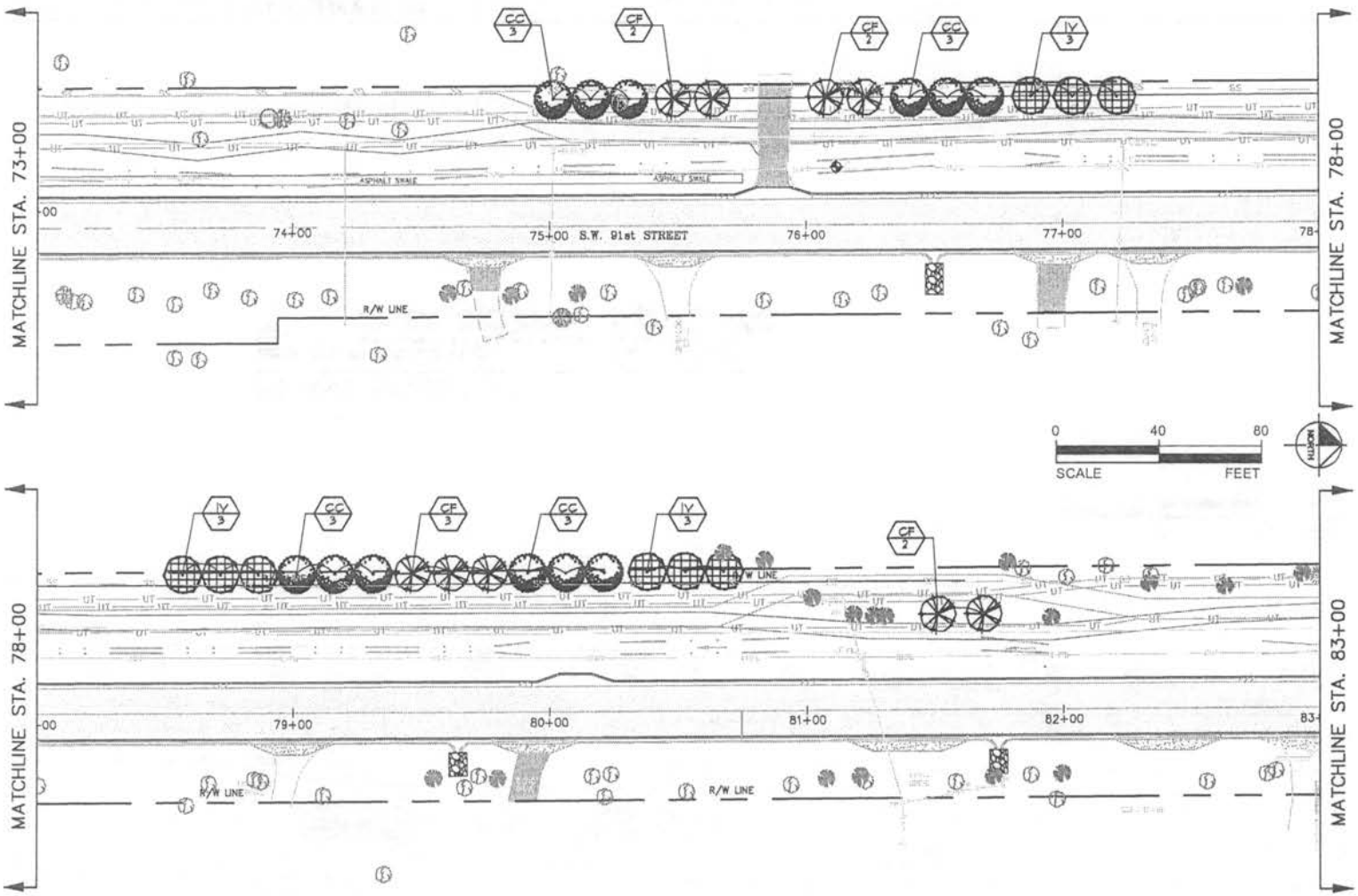
SHEET NUMBER: 30



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DATE: SEPT., 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
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ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 66667795
DATE:

LANDSCAPE PLAN

SHEET NUMBER: 31

Drawing name: K:\JAX_LAUP\1-RU R GV\PROJECTS\SW 91st Street\CADD\-1 LANDSCAPE PLAN.dwg JT LANDSCAPE PLAN Sep 08, 2010 7:50am by nathan.kiel
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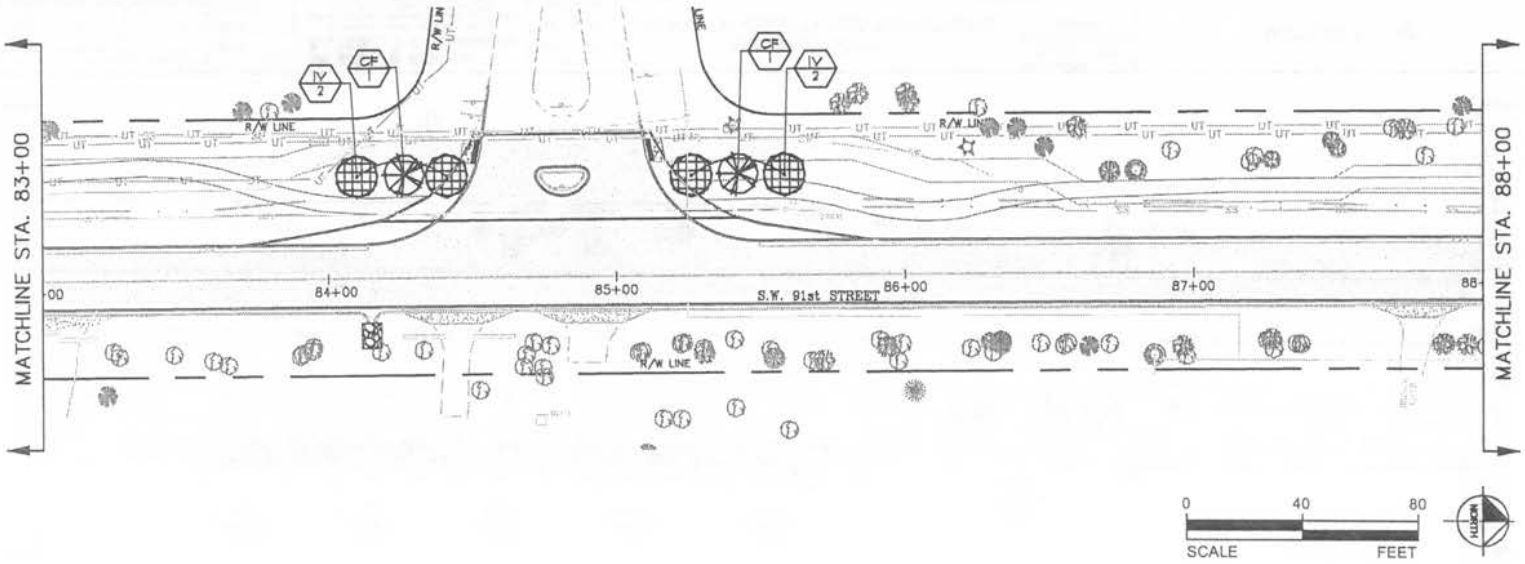

PLANT SCHEDULE

TREES	QTY	BOTANICAL/COMMON	CAL.	REMARKS
CC	12	Cercis canadensis / Eastern Redbud	30 gal.	8' - 10' HT
CF	11	Cornus florida / Eastern Dogwood	30 gal.	8' HT x 5' SPRD
IV	13	Ilex vomitoria / Yaupon Holly	30 gal.	8' HT x 5' SPRD

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FLORIDA REGISTRATION NUMBER: 6666795
DATE:

LANDSCAPE PLAN

SHEET NUMBER: 32

Drawing name: K:\JAX_LAP\1-JU R (SYPROJECTS\SW 91st Street\CAD\L-1 LANDSCAPE PLAN.dwg 32 LANDSCAPE PLAN Sep 08, 2010 7:55am by: matthan.hild
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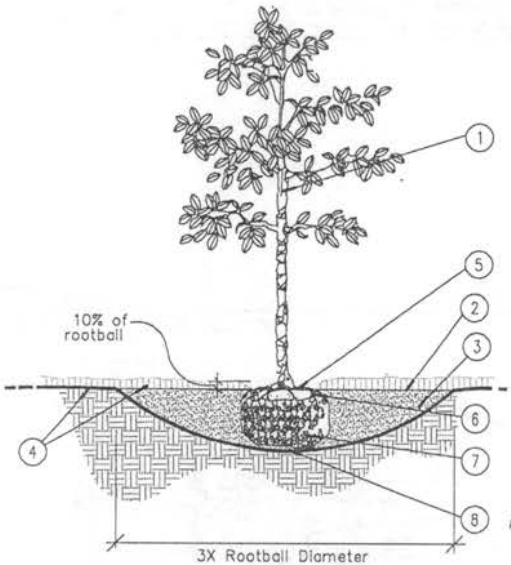


1. TRUNK
2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
3. SHALLOW/ WIDE PLANT HOLE; TOP SHALL BE 3X THE SIZE OF ROOTBALL.
4. FINISHED GRADE – LANDSCAPE SOIL
5. FIND TOP-MOST ROOT ON ROOTBALL; POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL)
6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

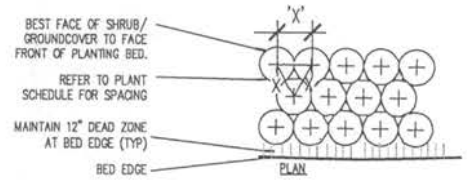
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

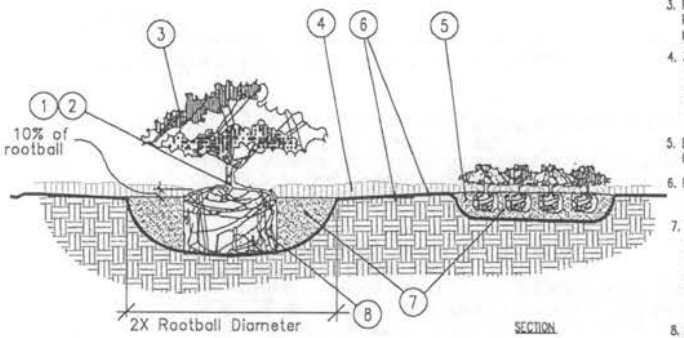
B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

A Tree Planting
SECTION NTS





NOTES:

1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED 10% ON SIDES WITH SOIL.
3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
4. 3" MINIMUM MULCH AS SPECIFIED – DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE 'WATER RINGS' ONLY COVER SIDES OF ROOTBALL WITH MULCH
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.

* ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.

B Shrub / Groundcover Planting
PLAN/SECTION NTS

Drawing name: K:\JAX_LAP\Proj R (P)\PROJECTS\SW 91st Street\CAD\L-1 LANDSCAPE PLAN.dwg 33 LANDSCAPE DETAILS Sep 08, 2010 7:55am by nathan.tate
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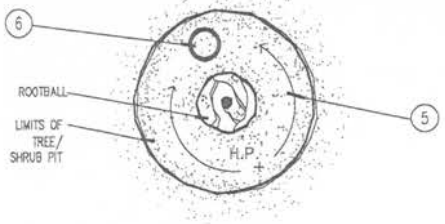
DATE SEPT., 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

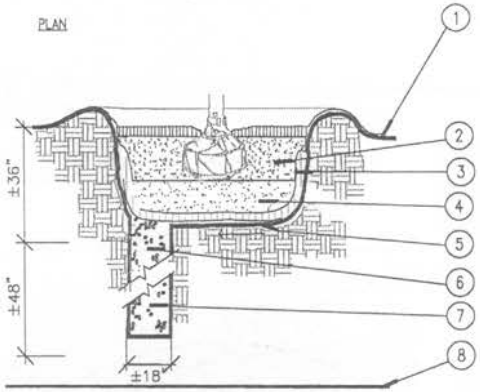
DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 66667795
DATE:

LANDSCAPE DETAILS

SHEET NUMBER 33



PLAN



SECTION

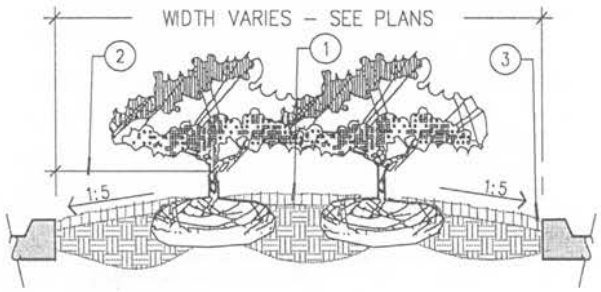
1. FINISH GRADE
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER
4. 12" CLEAN SAND, COMPACTED. ADJUST LAYER THICKNESS SO TOP OF ROOTBALL IS AT LEAST 1" ABOVE FINISHED GRADE.
5. SLOPE BOTTOM TO DRAIN
6. ±18"ø AUGURED HOLE PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
7. BACKFILL WITH 1/2" - 3/4" GRAVEL.
8. WATER TABLE. (DEPTH VARIES)

NOTE:

FOR A PARKING ISLAND PLANTING SITUATION, CONTRACTOR TO BACKFILL ENTIRE LENGTH OF PLANTING AREA TO WITHIN 6" OF BACK OF CURB OR EDGE OF PAVEMENT.

REFER TO NOTE 0.3 OF WRITTEN SPECIFICATIONS FOR ADDITIONAL INFORMATION.

C Poor Drainage Condition
PLAN/SECTION NTS



PLANTER ISLAND NOTES

1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS. SEE DETAIL 'I' FOR PLANTER MEDIANS ADJACENT TO PARKING SPACES.
3. 1" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

- EXCAVATE CONTINUOUS 36" DEEP (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.
- PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
- ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

D Planted Parking Lot Islands / Medians
SECTION NTS

Drawing name: K:\JAX_LAUA\H G\PROJECTS\SW 91st Street\CAD\L-1 LANDSCAPE PLAN.dwg 34 LANDSCAPE DETAILS Sep 08, 2010 7:55am by: nathan.bist

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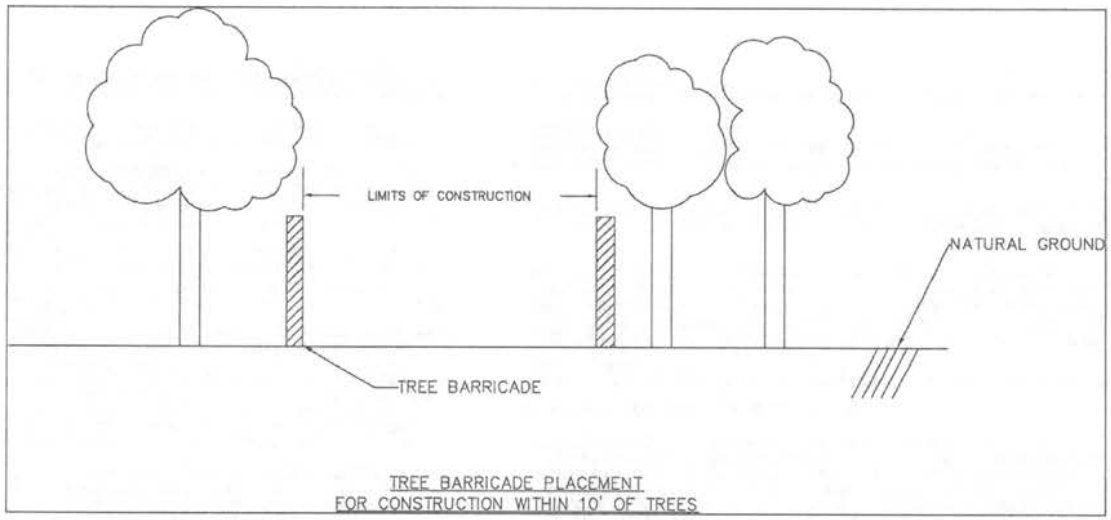
DATE: SEPT., 2010
PROJECT NO.: 042551008

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 6666795
DATE:

LANDSCAPE DETAILS

SHEET NUMBER: 34



TREE BARRICADE PLACEMENT
FOR CONSTRUCTION WITHIN 10' OF TREES

No.	REVISIONS	DATE	BY

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DATE: SEPT., 2010
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FLORIDA REGISTRATION NUMBER: 66667795
DATE:

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SHEET NUMBER: 35

Drawing name: K:\JAX_LAP\1-11 R 01\PROJECTS\SW 91st Street\CAD\1-1 LANDSCAPE PLAN.dwg 35 LANDSCAPE DETAILS Sep 08, 2010 7:35am by hoffner.tad
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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS

TREE PROTECTION NOTES

1. THE TREE PROTECTION AREA IS DEFINED AS THE AREA BEYOND THE LIMITS OF THE EXISTING ROADWAY PAVEMENT. THESE TREE PROTECTION SPECIFICATIONS SHALL BE FOLLOWED FOR ANY CONSTRUCTION ACTIVITY TAKING PLACE WITHIN THE TREE PROTECTION AREA.
2. THE CONTRACTOR SHALL CONTACT THE COUNTY HORTICULTURIST AT LEAST 48 HOURS PRIOR TO ANY WORK BEYOND THE LIMITS OF THE EXISTING ROADWAY PAVEMENT.
3. TREE PROTECTION BARRICADES SHALL BE INSTALLED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX 544. IN CASES WHERE STANDARD INDEX 544 CANNOT BE FOLLOWED THE CONSTRUCTION BARRICADES SHALL BE PLACED AT THE LIMITS OF CONSTRUCTION PER THE DETAIL ON SHEET 35. TREE PROTECTION BARRICADES ARE TO REMAIN IN PLACE UNTIL ALL SITE WORK HAS BEEN COMPLETED AND MAY ONLY BE RELOCATED WITH APPROVAL FROM THE COUNTY.
4. CONSTRUCTION WITHIN THE TREE PROTECTION ZONE SHALL USE THE SMALLEST EQUIPMENT POSSIBLE. THE COUNTY HORTICULTURIST SHALL BE ON SITE DURING ALL OPERATIONS WITHIN THE TREE PROTECTION ZONE TO MONITOR CONSTRUCTION ACTIVITY. ANY EXPOSED ROOTS SHALL BE PRUNED AS SPECIFIED BELOW.
5. ALL TREE ROOTS WITHIN 10' OF TREES WITH A DIAMETER OF 6" OR GREATER SHALL BE EXPOSED TO A DEPTH OF 1' PRIOR TO THE COMMENCEMENT OF OTHER CONSTRUCTION ACTIVITIES WITHIN 10' OF SAID TREES. THE CONTRACTOR SHALL EXPOSE THE ROOTS USING AN AIR SPADE OR SOME OTHER DEVICE APPROVED BY THE COUNTY HORTICULTURIST.
6. THE CONTRACTOR SHALL PRUNE ALL EXPOSED ROOTS AS DIRECTED BY THE COUNTY HORTICULTURIST. ROOT PRUNING SHALL BE ACCOMPLISHED USING HAND TOOLS, VIBRATING KNIFES, ROCK SAW OR OTHER APPROVED ROOT-PRUNING EQUIPMENT. IN NO CASE SHALL ROOTS BE PRUNED USING HEAVY EQUIPMENT SUCH AS A BACKHOE. THE ROOTS SHALL BE PRUNED BY MAKING A 90 DEGREE ANGLED CUT. THE CONTRACTOR SHALL NOT LEAVE ANY SPLINTERED ROOTS. THE PRUNE ROOTS SHALL BE INSPECTED BY THE COUNTY HORTICULTURIST PRIOR TO COVERING OR COMMENCING WITH CONSTRUCTION ACTIVITIES.
7. TREES TO BE REMOVED SHALL BE FELLED SO AS TO FALL AWAY FROM TREES WITH A DIAMETER OF 6" OR GREATER TO AVOID PULLING AND BREAKING OF ROOTS OF TREES TO REMAIN. ENTWINED ROOTS SHALL BE PRUNED AS DIRECTED BY THE COUNTY HORTICULTURIST.
8. ANY DAMAGE TO TREES INCLUDING THE DAMAGE TO THE TREE CANOPY, BRANCHES, TRUNK, OR ROOTS SHALL BE REPORTED TO THE COUNTY HORTICULTURIST IMMEDIATELY BUT NO LATER THAN THE NEXT BUSINESS DAY SO THAT REMEDIAL ACTION CAN BE TAKEN. THE CONTRACTOR SHALL TAKE ANY REMEDIAL ACTION AT THE CONTRACTOR'S EXPENSE AS REQUIRED BY THE COUNTY HORTICULTURIST TO PRESERVE THE HEALTH OF THE TREE OR PROVIDE MITIGATION AS SPECIFIED IN NOTE 9 BELOW.
9. IF THE TREE IS DAMAGED BEYOND REPAIR OR APPROPRIATE REMEDIAL ACTION IS NOT TAKEN IN A TIMELY MANNER AS DETERMINED BY THE COUNTY HORTICULTURIST, THEN THE TREE SHALL BE REMOVED AND REPLACED AT THE RATE SHOWN IN TABLE 406.15.1 OF CHAPTER 406 OF THE ALACHUA COUNTY UNIFIED LAND DEVELOPMENT CODE AND A PAY ADJUSTMENT SHALL BE APPLIED TO ASSESS A DEDUCTION IN THE AMOUNT OF $100 PER CALIPER INCH PER TREE.
10. ALL TREE REMOVAL, ROOT PRUNING, AND CANOPY PRUNING SHALL BE PERFORMED UNDER THE DIRECTION OF QUALIFIED ARBORIST. CONSTRUCTION TRAILERS AND STORAGE AREAS MUST REMAIN OUTSIDE THE RIGHT-OF-WAY AT ALL TIMES.
11. ALL UNDERGROUND UTILITIES AND DRAIN OR IRRIGATION LINES SHOULD BE ROUTED OUTSIDE THE TREE DRIP LINE. IF LINES MUST TRAVERSE WITHIN THE DRIP LINE OF A TREE, THEY SHALL BE DIRECTIONAL BORED UNDER THE TREE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON SAMPLES' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW.

2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND TOEHR LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLAT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 – SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.

4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE – AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

No.	REVISIONS	DATE	BY
1	REVISED PER COUNTY'S 100% COMMENTS	6-30-10	N.A.T.

SCALE: AS NOTED
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DATE: SEPT., 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 6666795
DATE:

LANDSCAPE NOTES

SHEET NUMBER: 36

Drawing name: K:\JAX_LAD\1-H.R. G\PROJECTS\SW 91st Street\CAD\1-1 LANDSCAPE PLAN.dwg 35 LANDSCAPE NOTES Sep 08, 2010 7:56am by: mathon.tidd
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F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). SEE PLANT LIST FOR TYPE OF MATERIAL ("FLORIMULCH," EUCALYPTUS MULCH, OR PINE STRAW) AND GRADE.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DATE: SEPT., 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 66668795
DATE:

LANDSCAPE NOTES

SHEET NUMBER: 37

Drawing name: K:\JAX_LAD\+H\ R G\PROJECTS\SW 91st Street\CAD\L-1 LANDSCAPE PLAN.dwg 36 LANDSCAPE NOTES Sep 08, 2010 7:56am by nathan.idol
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7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.

17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

   A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

   B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

   C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED – REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE:

   A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

   B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 7 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.
4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

Drawing name: K:\JAX_LAP\1+4U R:\PROJECTS\SW 91st Street\CAD\1-1 LANDSCAPE PLAN.dwg 37 LANDSCAPE NOTES Sep 08, 2010 7:50am by: nathan.tidd

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No.	REVISIONS	DATE	BY

SCALE: AS NOTED
DESIGNED BY
DRAWN BY
CHECKED BY

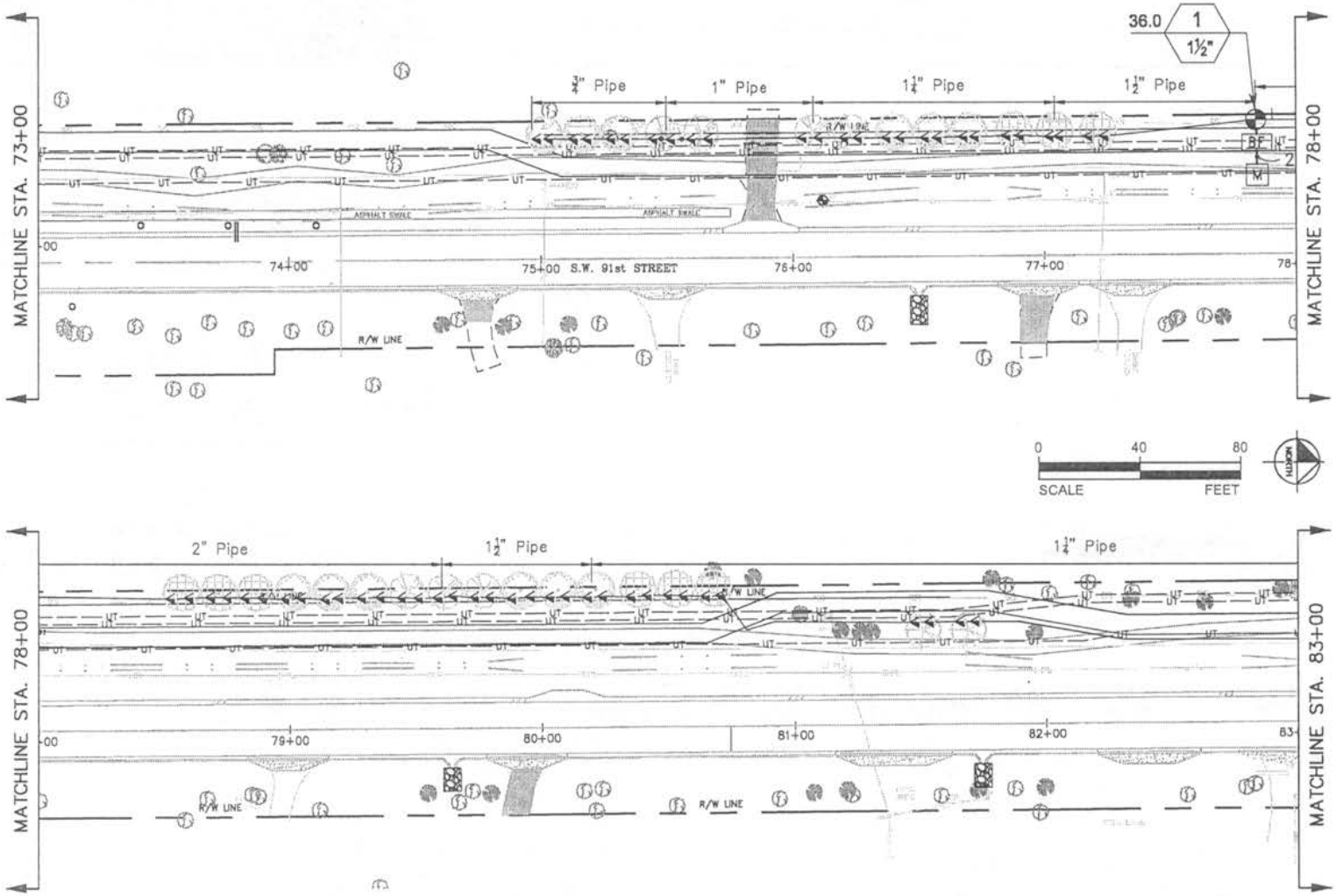
DATE: SEPT., 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 66667995
DATE:

LANDSCAPE NOTES

SHEET NUMBER: 38



				SCALE AS NOTED	Kimley-Horn and Associates, Inc.	DATE SEPT., 2010	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER JONATHAN D. HAIGH
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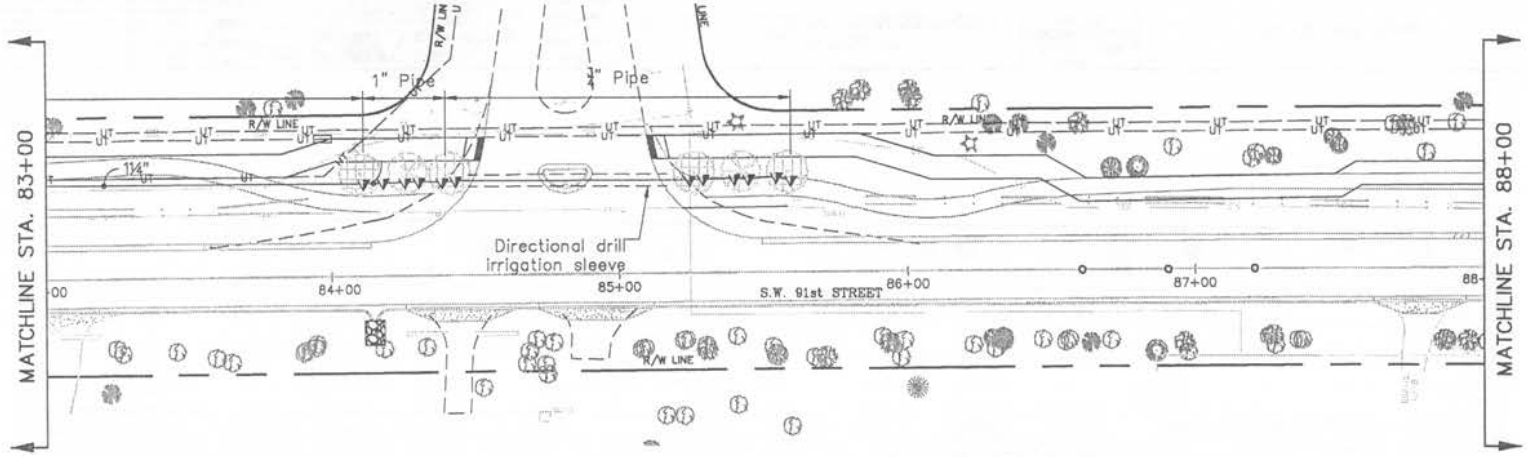
				DRAWN BY				
				CHECKED BY			ALACHUA FLORIDA	DATE:
No.	REVISIONS	DATE	BY					

IRRIGATION PLAN

SHEET NUMBER 39



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
25 50 10 20	Hunter PROS-04-CV-PCN Flood Bubbler, 4" pop-up, factory installed drain check valve.	72	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Irritrol 700 with OMR-30 Electric Remote Control Valve, with Omni-Reg 5-30psi regulator	1
BF	Febco 825Y 1" Reduced Pressure Backflow Preventer	1
M	Water Meter 1"	1
	Irrigation Lateral Line: Blu-Lock and PVC Class 200	1,069 l.f.
	Irrigation Mainline: PVC Schedule 40	22 l.f.
	Pipe Sleeve: PVC Schedule 40 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	83 l.f.

Valve Callout
- # — Valve Number
- # — Valve GPM
- # — Valve Size

0 40 80
SCALE FEET
NORTH

No.	REVISIONS	DATE	BY

SCALE: AS NOTED
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DRAWN BY
CHECKED BY

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DATE: SEPT., 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 6865795
DATE:

IRRIGATION PLAN

SHEET NUMBER: 40

Drawing source: K:\JAX_LAND\1-U R GV\PROJECTS\SW 91st Street\CAD\VR-1 IRRIGATION PLAN.dwg Sep 08, 2010 7:58am by: mathon.field
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IRRIGATION DESIGN NOTES:

1) INSTALLATION WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANOR AS TO ALLOW FOR SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON THE SITE.

2) ALL PROPOSED TURF, TREES AND SHRUBS SHALL BE IRRIGATED BY A 100% AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EXCEPT FOR BAHIA SOD AREAS.

3) IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.

4) IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES.

5) IRRIGATION SPRINKLER ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER REQUIREMENTS AND OPERATING ON DIFFERENT WATERING CYCLES.

6) IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS SHALL BE MINIMIZED.

7) IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.

8) ALL PROPOSED TREES AND PALMS SHALL BE IRRIGATED WITH TREE BUBBLERS.

9) CONTRACTOR SHALL PROVIDE 'AS-BUILT' DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT. THESE DRAWINGS SHALL BE REDUCED TO 8.5 x 11 WITH ZONES COLOR CODED TO VALVES AND PLACED IN THE CONTROLLER ENCLOSURE.

10) IRRIGATION SYSTEM CONNECTIONS TO THE CITY OR COUNTY SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.

Drawing name: K:\JAX_LAND\1-USR 01\PROJECTS\SW 91st Street\CAD\PI-1 IRRIGATION PLAN.dwg 40 IRRIGATION NOTES Sep 08, 2010 7:36am by: mdhon.bbd

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PHONE: 904-828-3900 FAX: 904-367-3652
WWW.KIMLEY-HORN.COM CA 00000698

DATE: SEPT., 2010
PROJECT NO. 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAIGH
FLORIDA REGISTRATION NUMBER: 66668795
DATE:

IRRIGATION NOTES

SHEET NUMBER: 41

IRRIGATION SYSTEM NOTES:

A) THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.

B) SET SPRAY HEADS 4', ROTORS 8' IN FROM BACK OF CURB OR 24' IF PAVEMENT HAS NO CURB, AND 3' FROM SIDEWALKS WHERE APPLICABLE UNLESS OTHERWISE NOTED.

C) LOCATE ALL VALVES A MINIMUM OF 24' FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.

D) VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL VERIFY.

E) ALL PRESSURE MAINLINES UNDER ASPHALT PAVEMENT SHALL BE WITHIN SLEEVES AS NOTED. WHERE ELECTRIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT. SEE SLEEVING PLAN.

F) ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR, WHETHER INSTALLED BY CONTRACTOR OR NOT, SHALL BE LOCATED ON THE 'AS-BUILT' DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF EACH SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE 'AS-BUILT' DRAWINGS. CONTRACTOR TO PROVIDE 'AS-BUILT' DRAWINGS PRIOR TO OWNER'S ACCEPTANCE OF IRRIGATION WORK.

G) SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4". ALL UNSIZED PIPE SHALL BE 3/4' UNLESS OTHERWISE NOTED.

H) ALL VALVES SHALL BE INSTALLED IN AN AMETEK PLASTIC VALVE BOX WITH LOCKING LID. LOCATE IN SHRUB BEDS, IF POSSIBLE.

I) IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.

J) VERIFY CONTROLLER AND WATER SOURCE LOCATION AT PROJECT SITE WITH OWNER. CONTROLLER TO BE INSTALLED INSIDE THE ELECTIRCAL AND MECHANICAL ROOM OF THE PROPOSED BUILDING.

K) ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.

L) ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS: (CONTROL WIRES - #14 (RED COLOR) AND COMMON WIRES - #14 (WHITE COLOR).

M) CONTRACTOR SHALL INSTALL METALLIZED IDENTIFICATION TAPE ABOVE ALL IRRIGATION MAINLINES INSTALLED UNDER PAVEMENT IN ACCORDANCE WITH FDOT UTILITY ACCOMMODATION MANUAL, LATEST EDITION.

N) INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON THE SITE.

O) PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL. PRE-APPROVED MANUFACTURERS:
1. TORO
2. HUNTER
3. RAINBIRD

P) SYSTEM IS DESIGNED TO OPERATE @ 30 PSI, 40 GPM MAX.

No.	REVISIONS	DATE	BY

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PHONE: 904-828-3900 FAX: 904-367-1892
WWW.KIMLEY-HORN.COM CA 00000696

DATE: SEPT., 2010
PROJECT NO.: 042551006

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
ALACHUA FLORIDA

DESIGN ENGINEER: JONATHAN D. HAICH
FLORIDA REGISTRATION NUMBER: 66665795
DATE:

IRRIGATION NOTES

SHEET NUMBER: 42

Drawing name: K:\JAX_LAN\Y\Y-H3 R (D)\PROJECTS\SW 91st Street\CAD\SW-1 IRRIGATION PLAN.dwg 41 IRRIGATION NOTES Sep 08, 2010 7:56am by nathan.hite
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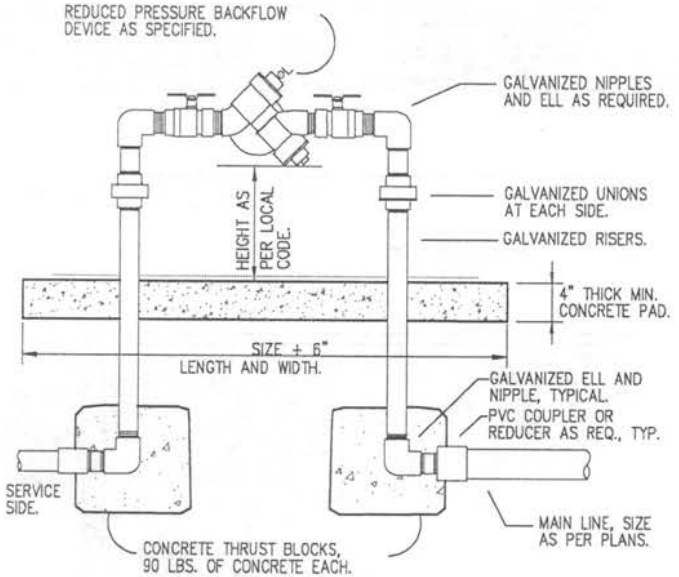
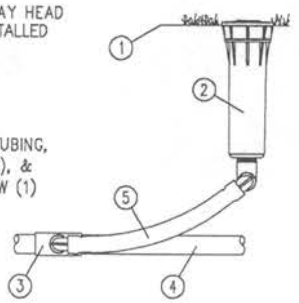


RP BACKFLOW

1. FINISH GRADE
2. MODEL PROS-04 SPRAY HEAD WITH 'CV' OPTION INSTALLED
3. LATERAL TEE OR ELL
4. LATERAL PIPE

SWING JOINT:

5. HUNTER 'PRO-FLEX' TUBING, HSBE-050 ELBOWS (2), & MARLEX STREET ELBOW (1)



PROS-04-CV-PCN - BUBBLER

LEGEND

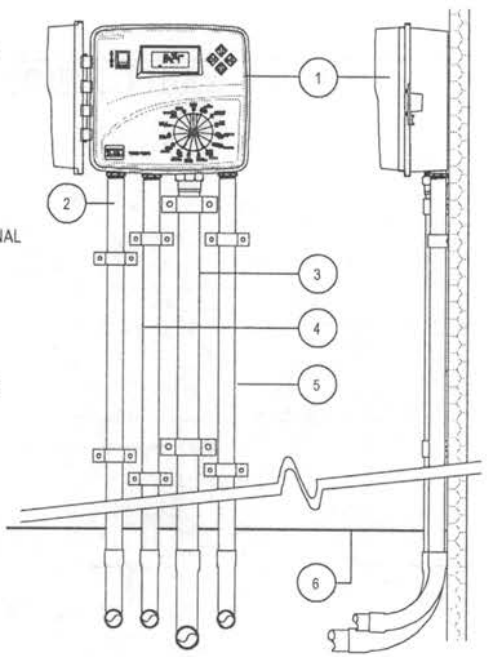
1. TORO TMC OUTDOOR CONTROLLER MODEL NO. TMC-424-OD

   SEE IRRIGATION LEGEND FOR NUMBER OF STATIONS

   SECURE TO POSTS WITH APPROPRIATE FASTENERS.
2. 1/2" CONDUIT FOR ELECTRICAL POWER PER LOCAL AND NATIONAL ELECTRICAL CODES
3. 3/4" FIELD OUTPUT WIRES

   SECURE TO WALL WITH APPROPRIATE PIPE CLAMPS
4. 1/2" CONDUIT FOR SENSOR WIRES

   SECURE TO WALL WITH APPROPRIATE PIPE CLAMPS
5. 1/2" CONDUIT REMOTE RECEIVER WIRES
6. FINISHED GRADE



FRONT
SECTION/ELEVATION
NOT TO SCALE

RIGHT-SIDE
SECTION/ELEVATION
NOT TO SCALE

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.

TMC-424 SERIES

SCALE AS NOTED	Kimley-Horn and Associates, Inc.	DATE SEPT., 2010	ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS	DESIGN ENGINEER: JONATHAN D. HAIGH	IRRIGATION DETAILS	SHEET NUMBER 43
DESIGNED BY	© 2010 KIMLEY-HORN AND ASSOCIATES, INC. 8657 BAYPINE ROAD, SUITE 200, JACKSONVILLE, FL 32256 PHONE: 904-828-3900 FAX: 904-367-1652 WWW.KIMLEY-HORN.COM CA 00000696	PROJECT NO. 042551006	ALACHUA FLORIDA	FLORIDA REGISTRATION NUMBER: 66657795 DATE:		
DRAWN BY						
CHECKED BY						
No. REVISIONS DATE BY						

Drawing name: K:\JAX_LAP\1+4U 8 0\PROJECTS\SW 91st Street\CAD\R-1 IRRIGATION PLAN.dwg 42 IRRIGATION DETAILS Sep 08, 2010 7:56am by nathan.hild
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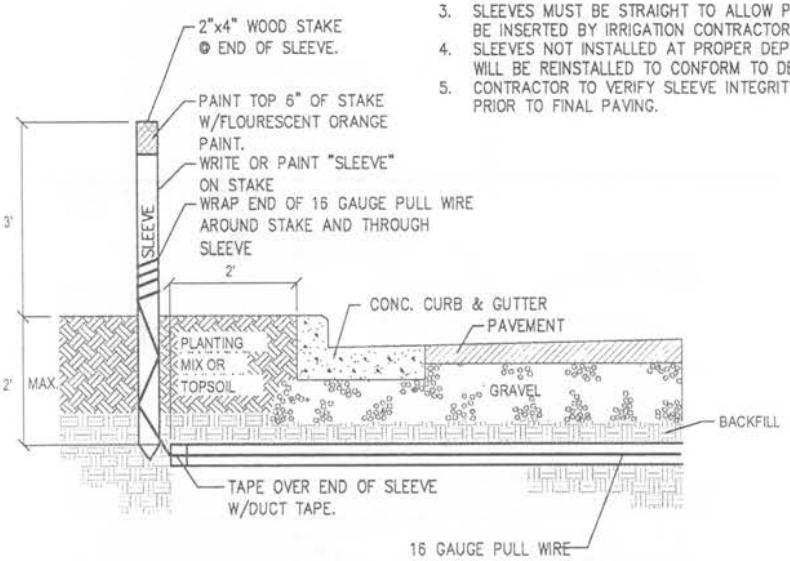
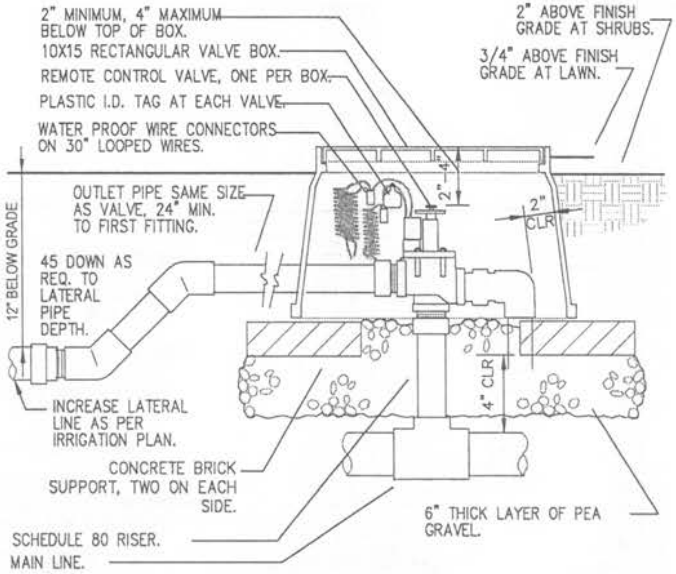
NOTE:
1. ALL SLEEVES TO EXTEND 2' BEYOND BACK OF CURB ON EACH END.
2. NO 90° OR 45° COUPLINGS TO BE USED ON SLEEVES.
3. SLEEVES MUST BE STRAIGHT TO ALLOW PIPE TO BE INSERTED BY IRRIGATION CONTRACTOR.
4. SLEEVES NOT INSTALLED AT PROPER DEPTH WILL BE REINSTALLED TO CONFORM TO DETAIL
5. CONTRACTOR TO VERIFY SLEEVE INTEGRITY PRIOR TO FINAL PAVING.



IRRIGATION SLEEVING



ELECTRIC REMOTE CONTROL VALVE

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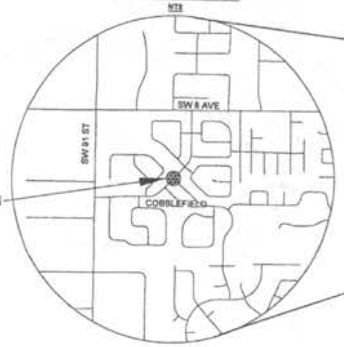
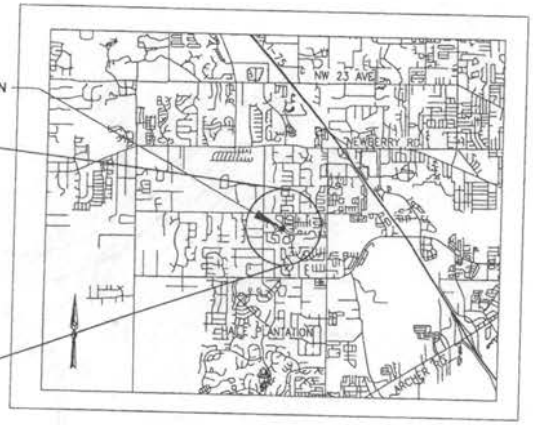
ALACHUA COUNTY PUBLIC WORKS

COBBLEFIELD
ROUNDABOUT MODIFICATION
ALACHUA COUNTY, FLORIDA

AREA DETAIL



PROJECT LOCATION



PROJECT LOCATION MAP

DRAWING INDEX	
SHEET NUMBER	*DRAWING DESCRIPTION*
1	COVER SHEET
2	EXISTING CONDITIONS
3	PROPOSED LAYOUT
4	SIGNAGE AND STRIPING

UTILITY COMPANIES		
UTILITY COMPANY	*CONTACT PERSON*	*PHONE NUMBER*
WATER & SEWER – GRU	RON HERGET	352-393-1637
CABLE – COX	GARY HARRELL	352-337-2052
TELEPHONE – AT&T	MICHELLE JONES	352-371-5382
ELECTRIC – GRU	WALLY SEALEY	352-334-1543
GAS – GRU	PHIL LANCASTER	352-334-6020

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

FINAL PLAN SUBMITTAL: JULY 2010

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS DATED JANUARY 2010, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010, AS AMENDED BY CONTRACT DOCUMENTS.

ALACHUA COUNTY PROJECT MANAGER: BRIAN M. SINGLETON, E.I.

ENGINEER'S SEAL
WM. DAVID DERLAMEN, P.E.
FLORIDA REG. NO. 43983
DATE: 9/8/10

DATE: JULY 2010
SCALE: NTS
DRAWN BY: BMS
DESIGNED BY: BMS
APPROVED BY: WDD

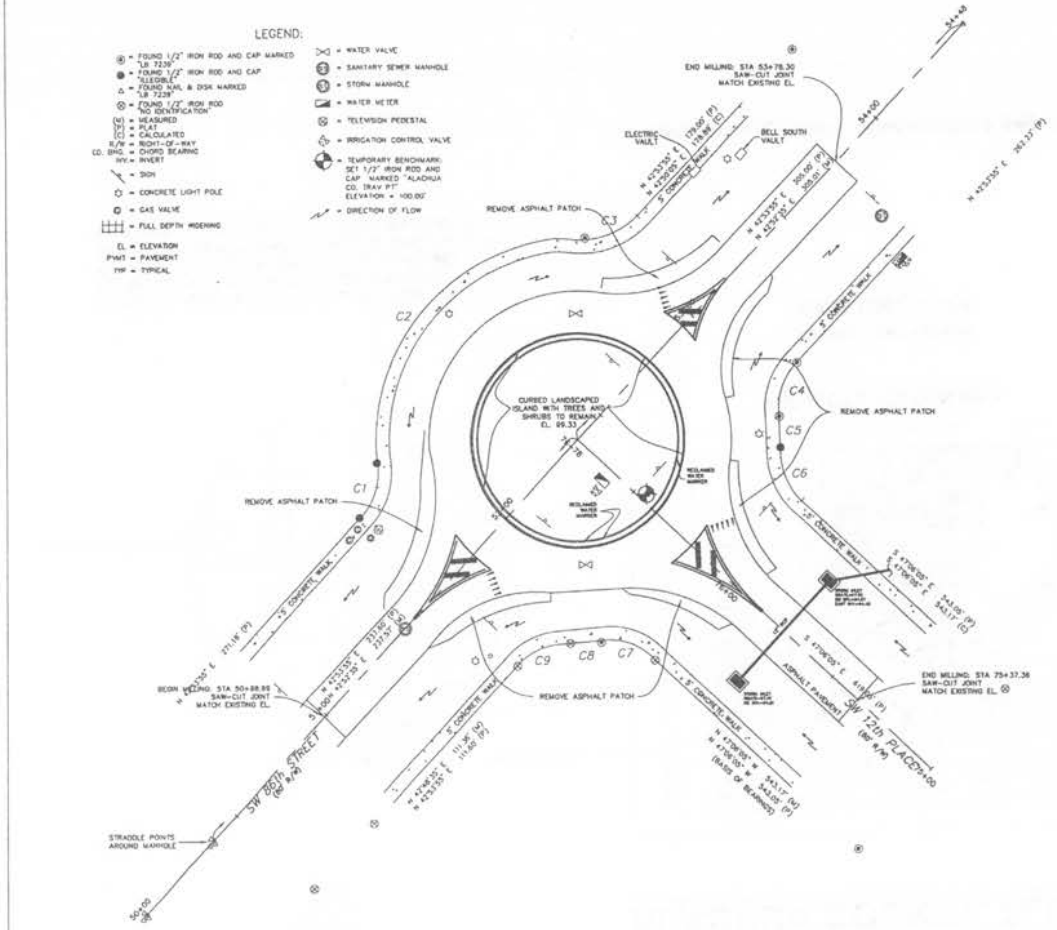
ALACHUA COUNTY PUBLIC WORKS ENGINEERING
MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188
PHONE: 352-374-5245 - FAX: 352-338-3243
PHYSICAL LOCATION: 5620 NW 120TH LANE, GAINESVILLE, FL 32653

COBBLEFIELD
ROUNDABOUT MODIFICATION

COVER SHEET

PROJECT NO. 6318

1 OF 4



C1	(W) Radius= 25.00' Length= 21.83' Tangent= 11.55' Delta= 49°35'00" Chord= 20.99' Cd. Brng.= N 17°58'22" E	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.93' Cd. Brng.= N 18°10'10" E	
C2	(W) Radius= 75.00' Length= 129.43' Tangent= 87.63' Delta= 98°52'42" Chord= 113.99' Cd. Brng.= N 42°53'13" E	(P) Radius= 75.00' Length= 129.48' Delta= 98°55'00" Chord= 113.99' Cd. Brng.= N 42°53'55" E	
C3	(C) Radius= 25.00' Length= 21.84' Tangent= 11.67' Delta= 50°02'01" Chord= 21.15' Cd. Brng.= N 87°51'14" E	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.93' Cd. Brng.= N 67°37'40" E	
C4	(W) Radius= 25.00' Length= 21.61' Tangent= 11.53' Delta= 49°31'15" Chord= 20.94' Cd. Brng.= N 18°16'23" E	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.93' Cd. Brng.= N 18°10'10" E	
C5	(W) Radius= 75.00' Length= 11.60' Tangent= 5.81' Delta= 08°51'55" Chord= 11.59' Cd. Brng.= N 01°58'09" W	(P) Radius= 75.00' Length= 11.67' Delta= 08°55'00" Chord= 11.66' Cd. Brng.= N 02°08'05" W	
C6	(C) Radius= 25.00' Length= 21.32' Tangent= 11.36' Delta= 48°51'44" Chord= 20.68' Cd. Brng.= N 22°37'42" W	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.92' Cd. Brng.= N 22°22'20" W	
C7	(W) Radius= 25.00' Length= 21.69' Tangent= 11.58' Delta= 49°43'03" Chord= 21.02' Cd. Brng.= S 71°56'55" E	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.92' Cd. Brng.= S 71°49'50" E	
C8	(W) Radius= 75.00' Length= 11.42' Tangent= 5.72' Delta= 08°43'32" Chord= 11.41' Cd. Brng.= N 88°12'20" E	(P) Radius= 75.00' Length= 11.67' Delta= 08°55'00" Chord= 11.66' Cd. Brng.= N 87°53'35" E	
C9	(W) Radius= 25.00' Length= 21.95' Tangent= 11.74' Delta= 50°18'10" Chord= 21.25' Cd. Brng.= N 67°33'44" E	(P) Radius= 25.00' Length= 21.58' Delta= 49°27'30" Chord= 20.92' Cd. Brng.= N 67°37'40" E	

NOTES:

1. VERTICAL INFORMATION AS SHOWN HEREON IS ASSUMED AND RELATIVE ONLY TO THIS PROJECT. NO OFFICIAL DATUM WAS USED.

2. THE LOCATION(S) OF THE UTILITIES IN THE PLANS ARE BASED ON LIMITED INFORMATION AND INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE UTILITY COMPANY DURING CONSTRUCTION.

3. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL FLORIDA INC (1-800-432-4770) PRIOR TO CONSTRUCTION.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTIONS REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTIONS.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.

6. ALL RECYCLABLE/REUSABLE MATERIAL SHALL REMAIN THE PROPERTY OF ALACHUA COUNTY UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER. CONTRACTOR SHALL COORDINATE WITH THE COUNTY ROAD AND BRIDGE DIVISION FOR THE REMOVAL OF THE RECYCLABLE/REUSABLE MATERIAL FROM THE CONSTRUCTION SITE. ALL MATERIALS SHALL BE DELIVERED TO THE MINNIE GROWN PIT ON SW 63RD BLVD IMMEDIATELY SOUTH OF ARCHER RD.

7. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE 2010 FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND 2010 DESIGN STANDARDS.

8. CONTRACTOR IS RESPONSIBLE TO VERIFY EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. IF A DISCREPANCY SHOULD ARISE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER IN WRITING FOR PROPOSED RESOLUTION OR CLARIFICATION.

9. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFE MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC FOR THE DURATION OF THE PROJECT 24 HRS/7 DAYS WEEK.

10. JOB SAFETY SHALL BE IMPLEMENTED AT ALL TIMES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH OSHA STANDARDS AND TO ABIDE BY THEM.

11. DISCHARGE OF SEDIMENT TO DRAINAGE DITCHES AND/OR OFF SITE PROPERTY IS PROHIBITED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION CONTROL AS OUTLINED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN.

12. AREAS OF OFF-SITE DRAINAGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT INDEX 102 TO PREVENT ANY OFFSITE DISCHARGE OF SEDIMENTS.

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14. CONTRACTOR SHALL SAW-CUT AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS ANY EXISTING PAVEMENT.

15. ALL DISTURBED AREAS SHALL BE SODDED.

16. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING EXISTING SIGNS.

17. PAVEMENT AND MARKINGS SHALL BE IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEXES 17346, 17347, 17352, AND THE MUTCD 2009 EDITION. FINAL APPLICATION SHALL BE THERMOPLASTIC.

18. TRAFFIC CONTROL SHALL BE IN ACCORDANCE ALL APPLICABLE FDOT DESIGN STANDARDS INDEX 600 SERIES. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN TO ALACHUA COUNTY PUBLIC WORKS DEPARTMENT FOR APPROVAL.

COBBLEFIELD
ROUNDABOUT MODIFICATION

EXISTING CONDITIONS

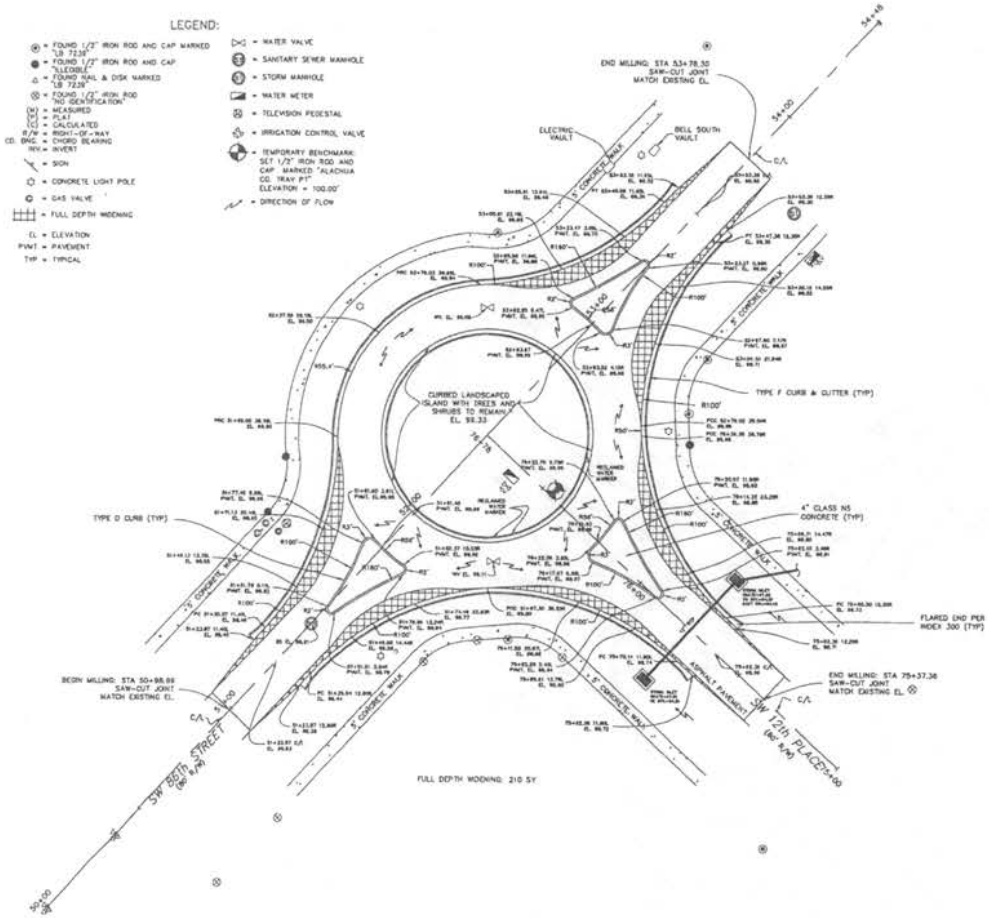
PROJECT NO. 6316

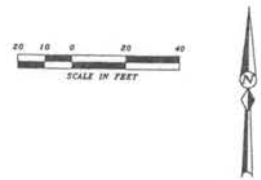
2 OF 4

ALACHUA COUNTY ENGINEERING
MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188
PHONE: 352-374-5245 • FAX: 352-337-6243
FED-ID EMPLOYER: 3439 89 13570 (SAIC, GAINESVILLE, FL 32653)

DATE: JULY 2010
SCALE: 1:20
DRAWN BY: BMS
DESIGNED BY: BMS
APPROVED BY: WDC

ENGINEER'S SEAL
WM. DAVID CERJANEK, P.E.
FLORIDA REG. NO. 49983
DATE: 9/9/10
VALID ONLY WITH EMBOSSED SEAL





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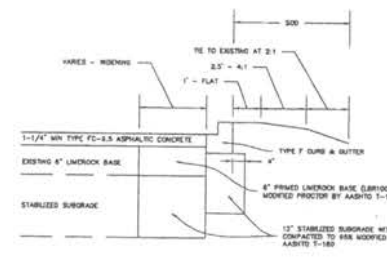


WIDENING DETAIL
N.T.S.

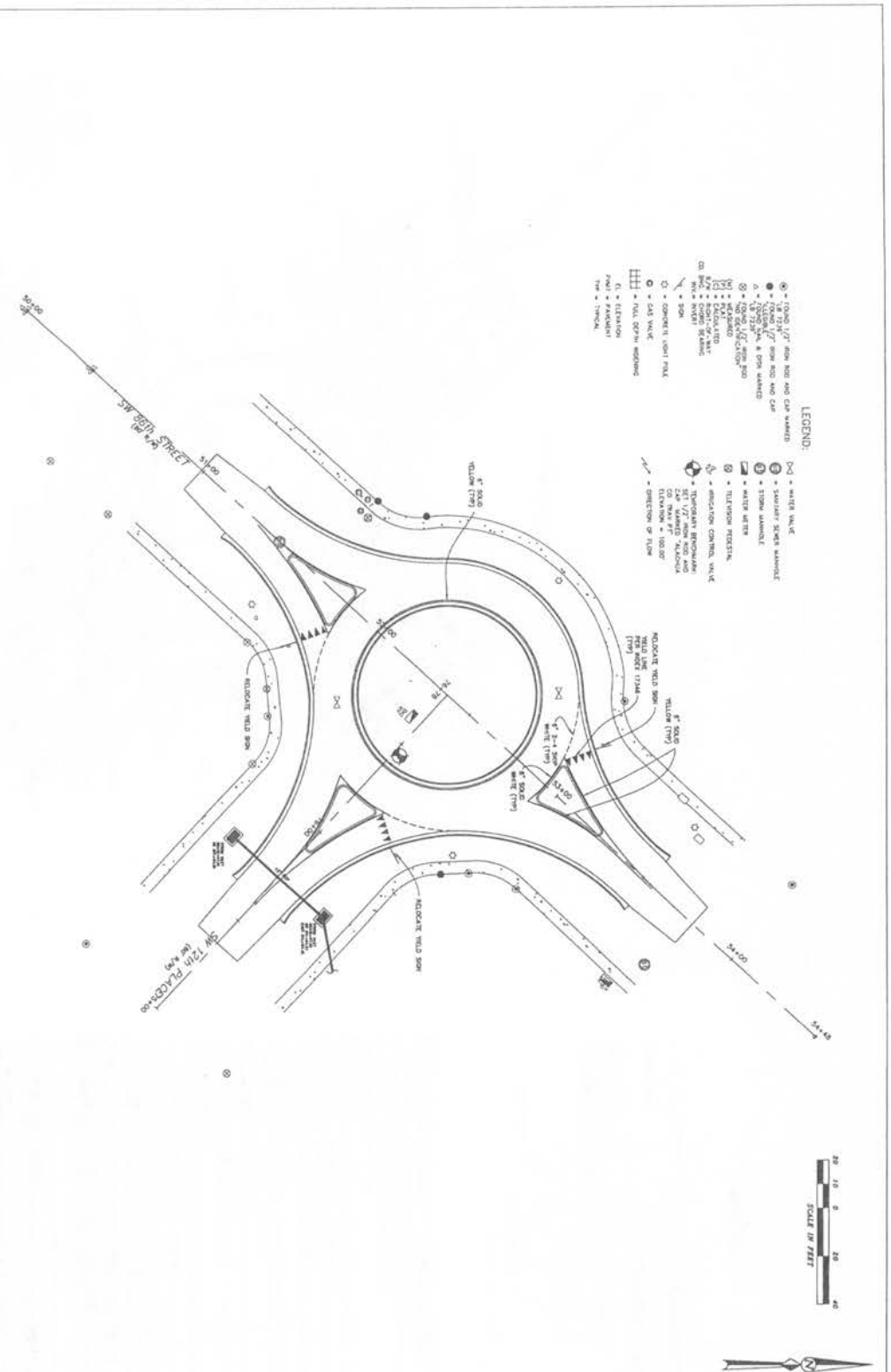
COBBLEFIELD
ROUNDABOUT MODIFICATION
PROPOSED LAYOUT

PROJECT NO. 6316
3 OF 4

ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING
PHONE: 352-374-5245 - FAX: 352-337-6242
5620 NW 120th BLVD. GAINESVILLE, FL 32653-1603
ITS-TLA ACCOUNTS: 5620 NW 120TH BLVD, GAINESVILLE, FL 32653

DATE: JULY 2010
SCALE: 1:20
DRAWN BY: BMS
DESIGNED BY: BMS
APPROVED BY: WDC

ENGINEER'S SEAL
WM. DAVID CORLANDER, P.E.
FLORIDA REG. NO. 49983
DATE: 9/8/10
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WILLIAM DAVID CORLANDER, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



ENGINEER'S SEAL WM. DAVID CERLANEK, P.E. FLORIDA REG. NO. 49983 DATE: 9/2/10	DATE:	JULY 2010	ALACHUA COUNTY PUBLIC WORKS ENGINEERING PHONE: 352-374-5245 - FAX: 352-337-6243 MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188 FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653	**COBBLEFIELD** ROUNDABOUT MODIFICATION	PROJECT NO. 8316
	SCALE:	1:20			
	DRAWN BY:	BMS		SIGNAGE AND STRIPING PLAN	4 OF 4
	DESIGNED BY:	BMS			
	APPROVED BY:	WDC			

14 B

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid 11-438

Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

AND

Project No. 6316 Cobblefield Roundabout Modifications

November 17, 2010

ALACHUA COUNTY

BOARD OF COUNTY COMMISSIONERS

COUNTY MANAGER

Randall H. Reid

PUBLIC WORKS DIRECTOR

Richard L. Hedrick

SECTION A 1
ADVERTISEMENT FOR BIDS 1
SECTION B 2
INSTRUCTIONS TO BIDDERS 2
1.0 GENERAL PROVISIONS 2
1.8 Small Business Enterprise Program Participation 3
1.9 Proposed Subcontractors Requirements 4
1.10 Good Faith Effort Requirements 4
2.0 LAWS, PERMITS AND REGULATIONS 5
3.0 DEFINITIONS 5
4.0 EXAMINATION OF SITE 6
5.0 INTERPRETATION OF ESTIMATED QUANTITIES 6
6.0 WITHDRAWAL OF BIDS 7
7.0 BID SECURITY: 7
8.0 QUALIFICATIONS OF BIDDERS 7
9.0 DISQUALIFICATIONS OF BIDDERS 7
10.0 CONSIDERATION OF BIDS AND AWARD OF CONTRACT 8
11.0 ACCEPTANCE OF THE BID 8
12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES 8
13.0 PLANS FOR CONSTRUCTION 9
14.0 PERFORMANCE 9
15.0 COLLUSION 9
16.0 ADDENDA 9
SECTION C 10
GENERAL CONDITIONS 10
1.0 STARTING THE WORK 10
2.0 INTENT OF CONTRACT DOCUMENTS 10
3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS 10
4.0 WORK BY OTHERS 10
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 15
17.0 CHANGE OF THE CONTRACT TIME 16
18.0 NEGLECTED WORK 16
19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 16
20.0 APPLICATIONS FOR PROGRESS PAYMENTS 17
21.0 APPROVAL OF PAYMENTS 17
22.0 FINAL PAYMENT 18
23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS 18
24.0 INDEMNIFICATION 19
25.0 DEFAULT AND TERMINATION 19
26.0 SUCCESSORS AND ASSIGNS 19
27.0 CONTRACT BONDS 20
28.0 CLEANING UP 20
29.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK 20
30.0 COUNTY'S RIGHT TO TERMINATE 20
31.0 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE 21
32.0 WORKPLACE VIOLENCE 21
33.0 MISCELLANEOUS 21
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. 22
SECTION D 23
SPECIAL CONDITIONS FOR ROADWAY AND DRAINAGE CONSTRUCTION 23

D-01 GENERAL 23
D-02 STANDARD DOCUMENTS 23
D-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS 23
SECTION 1 DEFINITIONS AND TERMS 23
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS 24
SECTION 3 AWARD AND EXECUTION OF CONTRACT 24
SECTION 4 SCOPE OF THE WORK 24
SECTION 6 CONTROL OF MATERIALS 24
SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC 24
SECTION 9 MEASUREMENT AND PAYMENT 25
SECTION 102 MAINTENANCE OF TRAFFIC 25
SECTION 120 EXCAVATION AND EMBANKMENT 25
SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE 26
SECTION 160 STABILIZING 26
SECTION 200 ROCK BASE 26
SECTION 300 PRIME AND TACK COATS FOR BASE COURSES 26
SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS 26
SECTION 334 SUPERPAVE ASPHALT CONCRETE 26
SECTION 337 ASPHALT CONCRETE FRICTION COURSES 27
SECTION 346 PORTLAND CEMENT CONCRETE 27
SECTION 430 PIPE CULVERTS AND STORM SEWERS 27
SECTION 570 GRASSING (By Seeding) 27
SECTION 575 SODDING 27
D-04 LAYING OUT THE WORK 27
D-05 TESTING 27
D-06 PRECONSTRUCTION CONFERENCE 28
D-07 TREE PROTECTION 28
D-08 PAY ITEMS – SPECIAL CONDITION 29
PART 1 – Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road 29
Item No. 35 – SODDING (BAHIA): 32
Item No. 43 through Item No. 48 – THERMOPLASTIC MARKING AND STRIPES: 33
Item No. 50 – MAILBOXES F&I: 33
Item No. 57 through Item No. 59 - LANDSCAPING: 33
Item No. 60 – FLOOD BUBBLER: 33
Item No. 61 – ELECTRIC REMOTE CONTROL VALVE: 33
Item No. 62 – REDUCED PRESSURE BACKFLOW PREVENTER: 33
Item No. 63 – WATER METER: 33
Item No. 66 – PIPE SLEEVE: 34
PART 2 – Project No. 6316, Cobblefield Roundabout Modifications 34
SECTION E 37
1.0 TYPE A INSURANCE REQUIRED 37
2.0 COMMERCIAL GENERAL LIABILITY 37
3.0 AUTOMOBILE LIABILITY 37
4.0 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY 37
5.0 BUILDER'S RISK / INSTALLATION FLOATERS 37
6.0 OTHER INSURANCE PROVISIONS 37
7.0 Workers' Compensation and Employers' Liability Coverages 37
8.0 All Coverages 37
9.0 SUBCONTRACTORS 38
SECTION F 39
BID FORM 39
BID SCHEDULE 41
BID SCHEDULE 45
EXHIBIT A 47
EXHIBIT B 48
EXHIBIT C 49
EXHIBIT D 50
BIDDER'S QUESTIONNAIRE 50
EXHIBIT E 51
RESPONSIBLE AGENT FORM 51
EXHIBIT F 52
FORM OF BID BOND 52

EXHIBIT G 1
FORM OF PAYMENT BOND 1
EXHIBIT H 4
FORM OF PERFORMANCE BOND 4
EXHIBIT I 7
PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION 7
SECTION G 8
CONTRACT ADMINISTRATION FORMS 8
EXHIBIT J 9
NOTICE TO PROCEED 9
EXHIBIT K 10
CHANGE ORDER NO._____ 10
EXHIBIT L 11
FIELD CHANGE ORDER NO. _____ 11
EXHIBIT M 12
PAYMENT APPLICATION 12
EXHIBIT N 13
CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN 13
EXHIBIT O 14
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN 14
EXHIBIT P 15
CERTIFICATION OF COMPLETION 15
SECTION H 16
SAMPLE AGREEMENT 16

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, November 17, 2010, for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of: **Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundbaout Modifications**, in Alachua County, Florida. The project scope for Project 6334 consists of milling and resurfacing NW/SW 91st Street from SW 8th Avenue to Newberry Road with the addition of 2' paved shoulders and curb and gutter, reconstruction of the existing multiuse path and placement of new landscaping. The project scope for the Cobblefield Roundabout Modifications consists of milling, resurfacing, and widening of the existing roundabout with the addition of concrete splitter islands and curb.

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. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

BID NUMBER:	**11-438**
MANDATORY PRE-BID DATE	**10:00 am, Monday, November 4, 2010**
PLACE OF MANDATORY PRE-BID	Alachua County Public Works Department 5620 NW 120th Lane Gainesville, FL 32653 352.374.5245
BID OPENING DATE:	**2:00 pm, Wednesday, November 17, 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 #11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications**", 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, November 17, 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: **October 20, 2010 and October 27, 2010**

SECTION B
INSTRUCTIONS TO BIDDERS

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SPECIFICATION FOR:	**Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications**
BID NUMBER:	**11-438**
MANDATORY PRE-BID DATE	
PLACE OF MANDATORY PRE-BID	Alachua County Public Works Department 5620 NW 120th Lane Gainesville, FL 32653
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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 **Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications**

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 #**11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications.**" 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, November 17, 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.

1.10.2 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 120 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, $1148 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, $574 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.

Damages shall also apply if the contractor damages beyond repair or removes any tree with a diameter of

6" or greater. The contractor shall contact the Alachua County Horticulturist at least 48 hours in advance of any construction activity that takes place beyond the limits of the existing pavement including but not limited to shoulder construction, clearing and grubbing, grading, drainage and sidewalk construction. If the County Horticulturist or Arborist is not contacted and/or a tree is damaged, removed or dies as deemed by the County Horticulturist or Arborist prior to final payment by the County, then the contractor shall replace the tree at a rate shown in the Table 406.15.1 of Chapter 406 of the Alachua County Unified Land Development Code. Additionally, a pay adjustment will be applied to the final pay request to assess a deduction in payment for unapproved removal or damages noted by the County horticulturist during construction in the amount of $100 per caliper inch per tree.

12.4 **Project Schedule**

Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Contract Award: January 2011
Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract
Substantial Completion: June 2011
Final Completion: July 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), 2003 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, current 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.

Substantial Completion

Substantial completion is defined as the completion by the contractor and acceptance by the County of the FC 9.5 Friction Course including the initial application of final striping and markings, the placement of the retro-reflective pavement markers and the placement of all final stabilization.

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-04 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-05 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-06 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-07 TREE PROTECTION

The tree protection area is defined as the area beyond the limits of the existing roadway pavement. These tree protection specifications shall be followed for any construction activity taking place within the tree protection area.

The contractor shall contact the County Horticulturist at least 48 hours prior to any work beyond the limits of the existing roadway pavement.

Tree protection barricades shall be installed in accordance with Florida Department of Transportation Standard Index 544. In cases where Standard Index 544 cannot be followed the construction barricades shall be placed at the limits of construction per the detail in the plans. Tree protection barricades are to remain in place until all site work has been completed and may only be relocated with approval from the County.

Construction within the tree protection zone shall use the smallest equipment possible. The County Horticulturist shall be on site during all operations within the tree protection zone to monitor construction activity. Any exposed roots shall be pruned as specified below.

All tree roots within 10' of trees with a diameter of 6" or greater shall be exposed to a depth of 1' prior to the commencement of other construction activities within 10' of said trees. The contractor shall expose the roots using an air spade or some other device approved by the County Horticulturist.

The contractor shall prune all exposed roots as directed by the County Horticulturist. Root pruning shall be accomplished using hand tools, vibrating knifes, rock saw or other approved root-pruning equipment. In no case shall roots be pruned using heavy equipment such as a backhoe. The roots shall be pruned by making a 90 degree angled cut. The contractor shall not leave any splintered roots. The prune roots shall be inspected by the County Horticulturist prior to covering or commencing with construction activities.

Trees to be removed shall be felled so as to fall away from trees with a diameter of 6" or greater to avoid pulling and breaking of roots of trees to remain. Entwined roots shall be pruned as directed by the County Horticulturist.

Any damage to trees including the damage to the tree canopy, branches, trunk, or roots shall be reported to the County Horticulturist immediately but no later than the next business day so that remedial action can be taken.

The contractor shall take any remedial action at the contractor's expense as required by the County Horticulturist to preserve the health of the tree or provide mitigation as specified in note 9 below.

If the tree is damaged beyond repair or appropriate remedial action is not taken in a timely manner as determined by the County Horticulturist, then the tree shall be removed and replaced at the rate shown in Table 406.15.1 of Chapter 406 of the Alachua County Unified Land Development Code and a pay adjustment shall be applied to assess a deduction in the amount of $100 per caliper inch per tree.

All tree removal, root pruning, and canopy pruning shall be performed under the direction of qualified arborist. Construction trailers and storage areas must remain outside the right-of-way at all times.

All underground utilities and drain or irrigation lines should be routed outside the tree drip line. If lines must traverse within the drip line of a tree, they shall be directional bored under the tree.

D-08 PAY ITEMS – SPECIAL CONDITION

PART 1 – Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

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. This item shall also include all temporary pavement markings with and the placement of work zone RPM's on all intermediate surfaces as required by the Maintenance of Traffic plan. The work zone RPM's shall be in place prior to opening the road to traffic.

The MOT plan shall include the use of Variable Message Signs (VMS) at each end of the project for a time period of at least one week prior to construction to alert motorist of pending work.

Lane closures shall not take place from 6:30 AM – 8:30 AM and 4:30 PM – 6:30 PM. Any night work must be approved by the County Engineer. The Contractor must notify Alachua County Public Works at least two working days prior to any planned lane closures.

During non-working hours, no equipment, vehicles or material shall be parked or stored within SW 91st Street right of way. If the above is not possible, an area approved by the County Engineer shall be secured with proper delineation and advance warning shall be utilized.

Item No. 3 – 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 and the relocation of existing mail boxes. 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.

This item also includes relocating the fence on the west side of the roadway from Stations 63+45 to 81+60

and from Station 40+48 to 91+49 to the right-of-way line. Care shall be taken to not damage pieces of the fence. Any damaged pieces shall be replaced.

Item No. 5 – SUBSOIL EXCAVATION:

This is a contingency item and shall only be used if approved by the County Inspector. Subsoil excavation shall occur to a depth of 24" below the bottom of the limerock base, in accordance with FDOT Design Standard Index Number 500. The contractor is responsible for disposing of unsuitable materials.

Item No. 6 – BORROW:

This is a contingency item and shall only be used if approved by the County Inspector. Borrow material shall also be used to replace unsuitable material if needed. Borrow material shall be supplied by the contractor from an approved, permitted source. Suitability of borrow material shall be approved by Alachua County prior to use.

Item No. 7 – EROSION AND SEDIMENTATION CONTROL:

This item includes the Contractor's preparation of an erosion and sedimentation control plan, submission of the NOI to the Florida Department of Environmental Protection as required in Section B, and the placement and maintenance of erosion and sedimentation control measures as required by the plan other than **Item No. 7 Silt Fence Staked**. The Contractor shall submit an erosion and sedimentation control plan two weeks prior to planned construction for approval by Alachua County Public Works prior to construction. This item also includes changes to the plan during construction as conditions require in order to remain in compliance with permit conditions. Any sedimentation caused by the failure of the contractor's erosion and sedimentation control plan shall be the responsibility of the contractor to remove.

Item No. 8– SILT FENCE STAKED:

This item includes the original placement of silt fence plus replacements. Silt fence shall be installed prior to clearing and grubbing. Install per FDOT Index 102. Provide toe-in for either option. Maintain silt fence in working order throughout construction.

Item No. 9 - 4" LIMEROCK BASE COURSE, MIN. LBR 100:

This item is to furnish and install the limerock base under the paved shoulders. Limerock shall be constructed to 4" thick and shall be compacted to 98% AAASHTO T-180, and placed on a firm, unyielding subgrade.

Item No. 10 - 6" LIMEROCK BASE COURSE, MIN. LBR 100:

This item is to furnish and install the limerock base under the curb and gutter. Limerock shall be constructed to 6" thick and shall be compacted to 98% AAASHTO T-180, and placed on a firm, unyielding subgrade.

Item No. 11 - 8.5" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100:

This item is to furnish and install the limerock base under the paved shoulders. Limerock shall be constructed to 8.5" thick and shall be compacted to 98% AAASHTO T-180, and placed on a firm, unyielding subgrade.

Item No. 12 - 12" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100:

This is a contingency item to be used at the direction of the County Inspector. This item is to furnish and install the limerock base in areas where subsoil excavation is required underneath the roadway. Limerock shall be constructed to 12" thick and shall be compacted to 98% AAASHTO T-180, and placed on a firm, unyielding subgrade.

Item No. 13 – 1.5" TYPE FC-9.5 FRICTION COURSE:

This item consists of Superpave Asphaltic Concrete Type FC-9.5 Traffic Level 'C' and shall be bid in accordance with all applicable sections of the FDOT Standard Specifications for Road and Bridge

Construction **with the exception of the use of RAP which is prohibited.** This item shall be placed at 1.0" thickness for the sidestreets and shall be bid with ARB-5 binder. The final grading and grassing must be complete prior to the placement of the friction course. The County will expect the surface to pass the straight edge test. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. If the surface fails the straight edge test, the contractor shall correct at no cost to the County. The asphalt on the sidestreets shall be placed so as to tie in to the new mainline pavement elevation and feather down to match existing sidestreet pavement elevation. The sidestreet pavement must also be placed to allow for proper drainage to the existing sidedrains.

Item No. 15 – 2.5" TYPE SP 12.5 (TRAFFIC 'C') STRUCTURAL COURSE/OVERBUILD:

The contractor shall provide a uniform 2% slope from the centerline of the roadway. The 2.0" thickness of asphalt shall be the minimum allowable thickness of structural course allowed. This item shall meet all the requirements for **Traffic Level C** per the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. The County will expect the surface to pass the straight edge test. If the surface fails the straight edge test, the contractor shall correct at no cost to the County.

Item No. 16 – TYPE SP 12.5 (TRAFFIC 'C') STRUCTURAL COURSE/OVERBUILD (3" AVERAGE):

This item shall be used as a leveling course to restore the cross slope of the roadway and as the initial asphalt course over the milled surface and ARMI layer. The contractor shall provide a uniform 2% slope from the centerline of the roadway. The 2.0" thickness of asphalt shall be the minimum allowable thickness of structural course allowed. This item shall meet all the requirements for **Traffic Level C** per the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls. The County will expect the surface to pass the straight edge test. If the surface fails the straight edge test, the contractor shall correct at no cost to the County.

Milled surfaced and ARMI layer shall be covered with this item before opening to traffic.

Item No. 17– 1.5" MILLING:

This milling item applies to milling on the mainline. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Mini Crown Pit on SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300-2. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

Item No. 18– 3" MILLING:

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Mini Crown Pit at 5500 SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is

done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

Item No. 23 – 18" CMP:

The pipe shall be aluminized steel pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 24 – 24" CMP:

The pipe shall be aluminized steel pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 25 – 14" x 23" RCP:

This shall be concrete pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 26 – 18" RCP:

This shall be aluminized steel pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 27 – 14" X 23" RCP MITERED END SECTION, PER FDOT INDEX NO. 273:

This shall be concrete pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 28 – 18" RCP MITERED END SECTION, PER FDOT INDEX NO. 273:

This shall be concrete pipe or suitable equivalent approved by the County Engineer. This item includes the cost of the removal and disposal of the existing pipe.

Item No. 29 – CULVERT DESILTING:

This item shall be used to remove silt and debris from existing pipes only. Any siltation caused by the failure of the contractor's Erosion and Sedimentation Control Plan shall be the responsibility of the contractor.

Item No. 32 – UNDERDRAIN (6" SCHEDULE 40 PVC):

This is a contingency item to be used at the discretion of the County Inspector. The underdrain shall be FDOT Type I installed per FDOT Specifications and shall consist of 6" Shedule 40 PVC.

Item No. 35 – SODDING (BAHIA):

This item shall only be used to sod a 42" strip down each side of the roadway, in areas required by the FDOT Design Standard Index and areas specified by the County Inspector. All sod shall be Bahia sod. All sodding must be complete prior to the 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. This item shall also include fertilizer. 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. 37 through Item No. 42 – PAINTED PAVEMENT MARKINGS:

This item is to furnish the initial pavement markings on the final course of asphalt

Item No. 43 through Item No. 48 – THERMOPLASTIC MARKING AND STRIPES:

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.

Item No. 50 – MAILBOXES F&I:

This is a contingency item to be used as determined by the County Inspector. This item shall be used for removal, disposal and replacement of any existing mailboxes. Mailboxes shall be replaced in accordance to FDOT Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Index 532.

Item No. 57 through Item No. 59 - LANDSCAPING:

All plants and planting included under this contract shall be maintained by watering, cultivating, spraying, and all other operations (such as re-staking or repairing guy supports) necessary to insure a healthy plant condition by the contractor until certification of acceptability by the owner's representative.

The life and satisfactory condition of all 7 gallon and larger plant material installed by the landscape contractor shall be warranted by the contractor for a minimum of one (1) calendar year commencing at the time of certification of acceptability by the owner's representative.

The life and satisfactory condition of all other plant material installed by the landscape contractor shall be warranted by the contractor for a minimum of one (1) calendar year commencing at the time of certification of acceptability by the owner's representative.

Any plant not found in a healthy growing condition at the end of the warrant period shall be removed from the site and replaced as soon as weather conditions permit. All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished, planted and mulched as specified under "Planting", at no additional cost to the owner.

In the event the owner does not contract with the contractor for landscape (and irrigation) maintenance, the contractor is encouraged to visit the project site periodically during the one year warranty period to evaluate maintenance procedures being performed by the owner, and shall notify the owner in writing of maintenance procedures or conditions which threaten vigorous and healthy plant growth. It is suggested such site visits shall be conducted a minimum of once per month for a period of twelve (12) months from the date of acceptance.

This item also includes water, fertilizer, mulch and temporary protection measures as required by the plans. Water shall be provided by the contractor until the irrigation system is installed.

Item No. 60 – FLOOD BUBBLER:

This item shall be a Hunter PROS-04-CV-PCN Flood Bubbler with a 4" pop-up and factory installed drain check valve.

Item No. 61 – ELECTRIC REMOTE CONTROL VALVE:

This item shall be an Irritrol 700 with OMR-30 Electric Remote Control Valve with Omni-Reg 5 30psi regulator.

Item No. 62 – REDUCED PRESSURE BACKFLOW PREVENTER:

This item shall be a 1" Febco 825Y backflow preventer.

Item No. 63 – WATER METER:

This item shall include all permits and connection fees required by Gainesville Regional Utilities.

Item No. 66 – PIPE SLEEVE:

This item shall consist of installing 4" Schedule 40 PVC under NW 1st Place as conduit for the irrigation line. This item shall include the cost to directional drill under the roadway. The conduit shall be installed 36" below the pavement and shall extend **5 feet** beyond the pavement for NW 1st Place.

PART 2 – Project No. 6316, Cobblefield Roundabout Modifications

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. This item shall also include all temporary pavement markings with the exception of the final pavement markings and the placement of workzone RPM's on all intermediate surfaces as required by the Maintenance of Traffic plan.

The Contractor must notify Alachua County Public Works at least two working days prior to any planned lane closures. The MOT plan shall include the use of Variable Message Signs (VMS) at each end of the project for a time period of at least one week prior to construction to alert motorist of pending work or road closure.

Item No. 2 – Clearing And Grubbing:

This item shall include the saw-cutting pavement and necessary roadside clearing within the limits of construction, relocation of existing roadway signage. It is the contractor's responsibility to replace any signs that are damaged during construction. This item includes the demolition and removal of the asphalt patches.

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. 3 – Erosion and Sedimentation Control:

This item includes the Contractor's preparation of an erosion and sedimentation control plan, submission of the NOI to the Florida Department of Environmental Protection as required in Section B, and the placement and maintenance of erosion and sedimentation control measures as required by the plan other than **Item No. 4 Silt Fence Staked**. The Contractor shall submit an erosion and sedimentation control plan two weeks prior to planned construction for approval by Alachua County Public Works prior to construction. This item also includes changes to the plan during construction as conditions require in order to remain in compliance with permit conditions. Any sedimentation caused by the failure of the contractor's erosion and sedimentation control plan shall be the responsibility of the contractor to remove.

Item No. 4– Silt Fence Staked:

This item includes the original placement of silt fence plus replacements. Silt fence shall be installed prior to clearing and grubbing. Install per FDOT Index 102. Provide toe-in for either option. Maintain silt fence in working order throughout construction.

Item No. 5 - Grading:

This item includes the preparation and rework of the shoulder area of the roadway for the placement of the limerock base and subgrade for the widening, placement of the curbing, the matching of the shoulder to the finished roadway grade, the matching of the swales to the final curb grade, regrading of swales to provide proper positive drainage and preparation of shoulder for sod application. The final grading and grassing must be complete prior to placement of the friction course. Excess suitable soils and excess unsuitable soils shall be disposed of by the contractor.

Item No. 6 - Borrow:

This item is used to supply soil materials to be used with the grading of the shoulder areas and adjacent side slopes throughout the project area. Borrow material shall also be used to replace unsuitable material if needed. Borrow material shall be supplied by the contractor from an approved, permitted source. Suitability of borrow material shall be approved by Alachua County prior to use.

Item No. 7 – Mill Existing Asphalt Pavement (1-1/4" Avg Depth):

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Minnie Crown Pit on SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, at 352-548-1213 prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed meeting the requirements of section 300-2. of the Standard Specifications.

Item No. 8 – 12" Stabilized Subgrade:

This item is to furnish and install 12" stabilization in areas of full depth widening and area under Item No. 9, Item No. 10 and Item No. 11. Stabilization shall be minimum LBR 40 compacted to 95% modified proctor by AASHTO T-180 and placed on firm, unyielding material.

Item No. 9 – 6" Limerock Base:

This item is to furnish and install the limerock base in areas of full depth widening. Limerock shall be primed LBR 100 constructed to 6" thick and shall be compacted to 98% AAASHTO T-180.

Item No. 10– Asphalt Friction Course FC-9.5:

This item consists of Superpave Asphaltic Concrete Type FC-9.5 and shall be bid in accordance with all applicable sections of the FDOT Standard Specifications for Road and Bridge Construction **with the exception of the use of RAP which is prohibited.** This item shall be placed at minimum 1.25" thickness and shall be bid with ARB-5 binder. The final grading and grassing must be in place in accordance with the FDOT Standard Specifications prior to the placement of the friction course. Asphalt shall be placed with a mechanical spreader using electronic and automatic longitudinal screed controls.

Item No. 11– Class NS Concrete:

This item shall be used to construct the center splitter islands and shall be placed 4" thick in areas confined by the Type D Curb and Gutter.

Item No. 12 thru Item No. 17 – Pavement Markings and Stripe (Paint):

These items shall be used as the initial application of striping on friction course.

Item No. 18 thru Item No. 21 – Pavement Markings and Stripe (Thermo):

These items shall be used as the final application 30 days after initial application of striping on friction course.

Item No. 22 – Sodding:

This item shall be used to sod all disturbed areas and in areas required by the FDOT Design Standard Index and areas specified by the County Inspector. All sod shall be Bahia sod. All sodding must be complete prior to the 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. This item shall also include fertilizer. 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.

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.
3906 Payshere Circle
Chicago, IL 60674

SECTION F

BID FORM – Revised November 30, 2010

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Date: 12-15-10

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: **Project No. 6334, Widening and Resurfacing NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications** 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 **120** 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 **$1148.00** per calendar day as liquidated damages for substantial completion and **$574.00** 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 Form Cont'd

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449
BIDDER

Attest:

BY: **William J. Bachschmidt, Vice President**

Title

Title

D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449
Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): 1, 2, 3, 4, 5. 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: William J. Bachschmidt, Vice President

Title

Title

RCVD FX 1:25 12/15/10

BID SCHEDULE – Revised November 30, 2010

Bid # 11-438; Part 1: Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS	144400.00	144400.00
2	TREE BARRICADE	2500	LF	1.60	4000.00
3	CLEARING AND GRUBBING	1	LS	103192.05	103192.05
4	GRADING	1	LS	48500.00	48500.00
5	SUBSOIL EXCAVATION	1000	CY	15.00	15000.00
6	BORROW	1000	CY	11.35	11350.00
7	EROSION AND SEDIMENTATION CONTROL	1	LS	2200.00	2200.00
8	SILT FENCE - STAKED	5000	LF	0.62	3100.00
9	4" LIMEROCK BASE COURSE, MIN. LBR 100	4786	SY	7.00	33502.00
10	6" LIMEROCK BASE COURSE, MIN. LBR 100	1790	SY	10.00	17900.00
11	8.5" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100	1208	SY	17.00	20536.00
12	12" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100	1700	SY	14.00	23800.00
13	1.5" TYPE FC-9.5 FRICTION COURSE	14597	SY	9.15	133588.05
14	1" TYPE SP-9.5 STRUCTURAL COURSE (SIDEWALK)	4777	SY	10.00	47770.00
15	2.5" TYPE SP-12.5 (TRAFFIC 'C') STRUCTURAL COURSE/OVERBUILD	1616	TN	84.00	135744.00
16	TYPE SP (TRAFFIC 'C') STRUCTURAL COURSE (3" AVERAGE)	1426	TN	91.00	129766.00
17	1.5" MILLING	12753	SY	1.63	20787.39

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
18	3" MILLING	973	SY	6.25	6081.25
19	CRACK RELIEF LAYER (ARMI)	12753	SY	5.40	68866.20
20	TYPE 'F' CURB AND GUTTER	5369	LF	12.50	67112.50
21	4" CONCRETE PAVEMENT	8	SY	66.00	528.00
22	CONCRETE DRIVEWAY (6" THICK)	462	SY	39.00	18018.00
23	18" CMP	10	LF	82.00	820.00
24	24" CMP	8	LF	142.00	1136.00
25	14" x 23" RCP	72	LF	46.00	3312.00
26	18" RCP	1234	LF	46.00	56764.00
27	14" X 23" RCP MITERED END SECTION, PER FDOT INDEX NO. 273	6	EA	758.00	4548.00
28	18" RCP MITERED END SECTION, PER FDOT INDEX NO. 273	11	EA	700.00	7700.00
29	CULVERT DESILTING	630	LF	3.25	2047.50
30	FDOT TYPE 'C' DBI W/TRAVERSABLE SLOT	7	EA	2394.00	16758.00
31	FDOT TYPE 'P-8' MANHOLE	1	EA	2174.00	2174.00
32	UNDERDRAIN (6" PVC SCHEDULE 40)	500	LF	25.00	12500.00
33	NATURAL STONE RIP-RAP (12" MAT)	150	SY	112.00	16800.00
34	FERTILIZE, SEED AND MULCH	5866	SY	0.24	1407.84
35	SODDING (BAHIA)	35102	SY	1.35	47387.70

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
36	WATER FOR GRASSING	10	MG	32.00	320.00
37	6" YELLOW SOLID (PAINT)	2.2	NM	850.00	1870.00
38	6" WHITE EDGELINE (PAINT)	1.8	NM	850.00	1530.00
39	12" WHITE (PAINT)	134	LF	0.70	93.80
40	18" YELLOW (PAINT)	67	LF	0.86	57.62
41	24" WHITE (PAINT)	47	LF	1.45	68.15
42	DIRECTIONAL ARROW PAINT	6	EA	20.40	122.40
43	6" YELLOW SOLID (THERMO)	2.2	NM	3200.00	7040.00
44	6" WHITE EDGELINE (THERMO)	1.8	NM	3200.00	5760.00
45	12" WHITE (THERMO)	134	LF	1.36	182.24
46	18" YELLOW (THERMO)	67	LF	2.55	170.85
47	24" WHITE (THERMO)	47	LF	3.45	162.15
48	DIRECTIONAL ARROW (THERMO)	6	EA	51.00	306.00
49	RETRO REFLECTIVE PAVEMENT MARKERS	288	EA	3.75	1080.00
50	MAILBOXES F&I	20	EA	88.00	1760.00
51	STOP SIGN (R1-1) (30" X 30")	1	AS	88.00	88.00
52	SPEED LIMIT SIGN (R2-1) (24" X 30")	4	AS	199.00	796.00
53	STOP AHEAD SIGN (W3-1A) (30" X 30")	1	AS	204.00	204.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
54	SIGNAL AHEAD SIGN (W3-3) (30" X 30")	1	AS	258.00	258.00
55	PEDESTRIAN WARNING SIGN (W11-2) (30" X 30")	1	AS	194.00	194.00
56	LOOP ASSEMBLY (TYPE F) 6' X 40'	2	AS	860.00	1720.00
57	CERCIS CANADENSIS	12	EA	240.00	2880.00
58	CORNUS FLORIDA	11	EA	240.00	2640.00
59	ILEX VOMITORIA	13	EA	240.00	3120.00
60	FLOOD BUBBLER	72	EA	16.00	1152.00
61	ELECTRIC REMOTE CONTROL VALVE	1	EA	645.00	645.00
62	REDUCED PRESSURE BACKFLOW PREVENTER	1	EA	900.00	900.00
63	WATER METER	1	EA	3800.00	3800.00
64	IRRIGATION LATERAL LINE (BLU-LOCK AND PVC CLASS 200)	1069	LF	1.50	1603.50
65	IRRIGATION MAINLINE (2" PVC SCHEDULE 40)	22	LF	16.00	352.00
66	PIPE SLEEVE	90	LF	20.50	1845.00
	PART 1 TOTAL BID AMOUNT				$ 1271517.19
	10% OF PART 1 TOTAL BID AMOUNT (CONTINGENCY)				$ 127151.71
	SUBTOTAL PART 1 BID AMOUNT PLUS 10% CONTINGENCY				$ 1398668.90

BID SCHEDULE Revised Bid Form 11/30/10

Bid # 11-438; Part 2: Project No. 6316, Cobblefield Roundabout Modifications

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS	9700.00	9700.00
2	CLEARING AND GRUBBING	1	LS	2700.00	2700.00
3	EROSION AND SEDIMENTATION CONTROL	1	LS	250.00	250.00
4	SILT FENCE - STAKED	700	LF	0.62	434.00
5	GRADING	1	LS	7500.00	7500.00
6	BORROW	250	CY	16.00	4000.00
7	MILL EXISTING ASPHALT PAVEMENT (1-1/4" AVG)	1310	SY	4.25	5568.50
8	12" STABILIZED SUBGRADE	1232	SY	2.20	2710.40
9	6" LIMEROCK BASE	210	SY	18.45	3874.50
10	TYPE F CURB AND GUTTER	580	LF	12.75	7395.00
11	TYPE D CURB AND GUTTER	260	LF	13.50	3510.00
12	ASPHALT FRICTION COURSE (INCL. BIT. MTL.) FC-9.5	150	TN	156.00	23400.00
13	CLASS NS CONCRETE	852	SY	16.55	14100.60
14	6" SOLID YELLOW TRAFFIC STRIPE (PAINT)	620	LF	0.19	117.80
15	6" SOLID WHITE TRAFFIC STRIPE (PAINT)	75	LF	0.19	14.25
16	6" 2-4 SKIP WHITE TRAFFIC STRIPE (PAINT)	88	LF	0.43	37.84

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
17	YIELD LINE PAVEMENT MESSAGE (PAINT)	3	EA	16.00	48.00
18	6" SOLID YELLOW TRAFFIC STRIPE (THERMO)	620	LF	0.60	372.00
19	6" SOLID WHITE TRAFFIC STRIPE (THERMO)	75	LF	0.60	45.00
20	6" 2-4 SKIP WHITE TRAFFIC STRIPE (THERMO)	88	LF	1.10	96.80
21	YIELD LINE PAVEMENT MESSAGE (THERMO)	3	EA	24.00	72.00
22	SODDING	750	SY	1.30	975.00
23	WATER FOR GRASSING	10	MG	32.00	320.00
	PART 2 TOTAL BID AMOUNT				$ 87371.49
	10% OF PART 2 TOTAL BID AMOUNT (CONTINGENCY)				$ 8737.16
	SUBTOTAL PART 2 BID AMOUNT PLUS 10% CONTINGENCY				$ 96108.85
	TOTAL BID AMOUNT PLUS CONTINGENCY (SUBTOTAL PART 1 + SUBTOTAL PART 2)				$ 1494777.75

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

Bidder: William Bachschmidt Company: D.A.B. Constructors Inc

Address: P.O. Box 1589
Inglis, FL. 34449

Authorized Signature: [signature] Title: William J. Bachschmidt, Vice President

Clearly Print Signature: William J. Bachschmidt, Vice President Title: William J. Bachschmidt Vice President

PHONE: 352 447 5488 FAX: 352 447 4133 DATE: 12-15-10

Email Address: BillbC datcon.com

List of Unit Abbreviations:

SY Square Yards	GL Gallons	AS Assembly	LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain	EA Each	LF Linear Feet	SD Side Drain
TN Tons	NM Net Miles	AC Acre	HR Hour	PI Per Intersection	RCP Reinforced Concrete Pipe

Proposed Subcontractors Form

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

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
	William J. Bachschmidt, Vice President	12/15/10

Gainesville Landscape — Name of Contractor — SBE? Yes/No: Yes	Micheletti Enterprises — Name of Contractor — SBE? Yes/No: NO
3406 NW 43 ST — Address	PO Box 922 Williston FL — Address
Landscape & Irrigation — Scope of Work to be Performed	Sod / Seeding / Water — Scope of Work to be Performed
$ 17911.60 (Total $ Value) — 1.32 % (% of Total Bid RFP)	$ 46705.52 (Total $ Value) — 3.43 % (% of Total Bid RFP)
Traffic Control Products — Name of Contractor — SBE? Yes/No: NO	American Lighting — Name of Contractor — SBE? Yes/No: NO
2520-B NW 74 Pl. Gainesville — Address	11638 Davis Creek Rd Jacksonville — Address
Paint Markings, MOT Devices, Signs — Scope of Work to be Performed	Loops — Scope of Work to be Performed
$ 28449.20 (Total $ Value) — 2.09 % (% of Total Bid RFP)	$ 2100. (Total $ Value) — .154 % (% 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: # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Vendor/Company Name: _____ Phone: _____

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

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.8 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
	William J. Bachschmidt, Vice President	12-15-10

1	Name of SBE Company: Diamondback Mining	Date SBE Contacted
SBE Contact Name:	Phone:	11 / 10 / 10
SBE Response: Location to far, price not competative		

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:		

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Vendor Company Name: _____ Phone: _____

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

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.8 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 | William J. Bachschmidt, Vice President (Title) | 12/15/10 (Date)

1	Name of SBE Company: Benchmark of Central FL	Date SBE Contacted
	SBE Contact Name: Phone:	11/10/10
	SBE Response: NO Bid RESPONSE	

2	Name of SBE Company: Big Trees Plantation	Date SBE Contacted
	SBE Contact Name: Phone:	11 · 10 · 10
	SBE Response: NO Bid RESPONSE	

3	Name of SBE Company: SEE Attached Bid Solicitations	Date SBE Contacted
	SBE Contact Name: For which there Phone:	
	SBE Response: Was no response	

4	Name of SBE Company: Jenkins Painting	Date SBE Contacted
	SBE Contact Name: Dewayne Phone:	11 · 10 · 10
	SBE Response: ~~No Bid~~ KB Bid NOT Low	

5	Name of SBE Company: Smith & Sons Sod Co	Date SBE Contacted
	SBE Contact Name: Jason DeMartino Phone:	11 · 10 · 10
	SBE Response: NOT Low Bid	

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 (Contract Amount + specified contingency). 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)

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

October 26, 2010

RE: Addendum #1
Bid # 11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road and Project #6316 Cobblefiedl Reoundabout Modifications)

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

MANDATORY PRE-BID CONFERENCE

2:30 pm, Thursday, November 4, 2010
Alachua County Public Works Department
Conference Room B
5620 NW 120th Lane
Gainesville, FL 32653

ALL BIDDERS MUST BE PRESENT AT MANDATORY PRE-BID CONFERENCE TO BID ON THIS PROJECT.

All **vendors must comply with the County's Small Business Enterprises (SBEs) Program**; see Sections 1.8, 1.9 and 1.10 of the bid package for details and instructions. If vendors do not complete Exhibit A and B, they will be deemed nonresponsive and their bid will not consider for an award.

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #1

Sincerely,

Darryl R. Kight, CPM,CPPB
Purchasing Agent

DR/mm

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

October 26, 2010

RE: Addendum #2
Bid # 11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road and Project #6316 Cobblefiedl Reoundabout Modifications)

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

The above **Bid Opening Date** has been extended to **December 1, 2010, at 2:00 pm.** All Bids must be received at the Purchasing Department, 3rd Floor Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6893.

There will be an additional addendum (Addendum #4) to clarify any MPB questions.

All **vendors must comply with the County's Small Business Enterprises (SBEs) Program**; see Sections 1.8, 1.9 and 1.10 of the bid package for details and instructions. If vendors do not complete Exhibit A and B, they will be deemed nonresponsive and their bid will not consider for an award.

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #2

Sincerely,

Darryl R. Kight, CPM,CPPB
Purchasing Agent

DR/mm

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

November 23, 2010

RE: Addendum #3
Bid # 11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road and Project #6316 Cobblefiedl Reoundabout Modifications)

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

The above **Bid Opening Date** has been extended to **December 152010, at 2:00 pm.** All Bids must be received at the Purchasing Department, 3rd Floor Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6893.

There will be an additional addendum (Addendum #4) to clarify any MPB questions.

All **vendors must comply with the County's Small Business Enterprises (SBEs) Program**; see Sections 1.8, 1.9 and 1.10 of the bid package for details and instructions. If vendors do not complete Exhibit A and B, they will be deemed nonresponsive and their bid will not consider for an award.

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #3

Sincerely,

Darryl R. Kight, CPM,CPPB
Purchasing Agent

DR/mm

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

November 30, 2010

RE: Addendum #4
Bid # 11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road and Project #6316 Cobblefiedl Reoundabout Modifications)

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

Part 1 – Pre-Bid Meeting Items

1. Withholding of Retainage for Landscaping

   The County will not withhold retainage for the landscaping items. All retainage will be released when the project is completed. The one-year warranty period will take effect after the project is completed and will apply to all newly installed landscaping.

2. ARMI Layer Specification

   The FDOT Specification for ARMI layer requires #6 stone. There will be no exception or substitution for this specification. The Department has contacted several suppliers and they have a supply of #6 stone available.

3. Contract Duration

   The contract duration will remain at 120 days to achieve substantial completion with 30 days thereafter to achieve final 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 and the placement of all final stabilization.

4. Lugustrum Hedges

   The lugustrums located in the path of the proposed sidewalk from approximately Station 67+85 to Station 72+60 shall be relocated to just east of the proposed path. The lugustrums at the entrance of SW 1st Place may be trimmed as necessary to construct the sidewalk but it is not the intent to trim them all the way back to the trunk. The location of the sidewalk can be adjusted a few feet toward the east if necessary to keep from trimming the lugustrums all the way back.

5. Utilities

The backflow preventer and other utilities will be relocated by others.

6. Electric Gate

The electric gate and keypad located at Station 89+87 will remain in their existing location. The width of the path shall be field adjusted to fit between the two structures.

7. Root Pruning

As specified in the contract documents, when working within 10' of trees with a diameter of 6" or greater, an air spade shall be used to expose the roots. The roots shall be pruned in accordance with the contract documents. When clearing the area for the path, the contractor will be allowed to used the smallest equipment possible to remove debris and 1-2" of topsoil prior to exposing the roots with an air spade and pruning them. In all areas, after the roots have been exposed and properly pruned, the contractor may cover the area and undercover it without having to use an air spade.

Part 2 – Bidder Question

Question #1: The bid sheet for the "round about" has a silt fence item without a quantity is this correct?

Answer #1: A revised bid form is attached with a quantity of 700 LF for the silt fence.

All **vendors must comply with the County's Small Business Enterprises (SBEs) Program**; see Sections 1.8, 1.9 and 1.10 of the bid package for details and instructions. If vendors do not complete Exhibit A and B, they will be deemed nonresponsive and their bid will not consider for an award.

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #4

Sincerely,

Darryl R. Kight, CPM,CPPB
Purchasing Agent

DRK/mm

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

December 6, 2010

RE: Addendum #5
Bid # 11-438; Project #6334 Resurfacing of NW/SW 91st Street (from SW 8th Avenue to Newberry Road and Project #6316 Cobblefiedl Reoundabout Modifications)

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

Revisions to the plans specifications:

The plan specifications are revised to include the following deletions and additions to require the milled material to be delivered to the Alachua County Public Works Compound instead of the Mini Crown Pit.

DELETE: The following items shall be deleted under Section D-08 Pay Items- Special Condition:

PART 1 – Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

Item No. 17– 1.5" MILLING:

This milling item applies to milling on the mainline. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Mini Crown Pit on SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300-2. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

Item No. 18– 3" MILLING:

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Mini Crown Pit at 5500 SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

PART 2 – Project No. 6316, Cobblefield Roundabout Modifications

Item No. 7 – Mill Existing Asphalt Pavement (1-1/4" Avg Depth):

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the Minnie Crown Pit on SW 63rd Boulevard immediately south of Archer Road. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, at 352-548-1213 prior to the commencement of construction activities.

ADD: The following items shall be added under Section D-08 Pay Items- Special Condition:

PART 1 – Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

Item No. 17– 1.5" MILLING:

This milling item applies to milling on the mainline. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the **Alachua County Public Works Compound at 5620 NW 120th Lane, Gainesville, FL**. The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300-2. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

Item No. 18– 3" MILLING:

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the **Alachua County Public Works Compound at 5620 NW 120th Lane, Gainesville, FL.** The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, prior to the commencement of construction activities.

Included in the cost of this pay item, exposed limerock base shall be primed and covered with asphalt coated cover material meeting the requirements of section 300. of the Standard Specifications for Road and Bridge Construction (2007 edition). Limerock shall be covered with structural course on the same day the milling is done.

The contractor may only mill the distance that can also be paved with the first lift of asphalt within the same work day. The elevation difference between two lane surfaces cannot exceed 1.5 inches without proper dropoff treatment.

PART 2 – Project No. 6316, Cobblefield Roundabout Modifications

Item No. 7 – Mill Existing Asphalt Pavement (1-1/4" Avg Depth):

This milling item applies to milling on the mainline. The mill shall be to the existing limerock base. The width of the mill shall be across the entire roadway surface. All milled material shall remain the property of Alachua County, unless otherwise specified by the County Engineer or Director in writing. The unit cost of this item shall include the contractor's delivery of the milled asphalt to the **Alachua County Public Works Compound at 5620 NW 120th Lane, Gainesville, FL.** The contractor shall coordinate the delivery of milled material with Mr. Ron Kaylor, Roads Superintendent, at 352-548-1213 prior to the commencement of construction activities.

Question #1: Who pays for the meter, tapping fees and opens the water account for the irrigation meter?

Answer #1: The contractor shall pay for the meter and all connection and account set up fees for the irrigation. The account shall be placed in the County's name.

Question #2: Who pays for the impact fees to the County, City, GRU?

Answer #2: The contractor shall pay for the meter and all connection and account set up fees for the irrigation. The account shall be placed in the County's name. The contractor is responsible for all connection and set up fees for the irrigation on this project.

Question #3: Can alternative methods be used to cut roots beneath the soil without using the air spade?

Answer#3: The Contractor may propose alternative methods after the contract is awarded and the County has sufficient time to review the request so as to ensure the proposed methods will not harm the root system of the tree. The County cannot guarantee that any alternative methods proposed by the contractor will be approved.

Question #4: Can the contract time be increased to at least 224 cal days (160 short work days) in the air spade is required on this project? As seen at the demonstration of the air spade, it took a lot more time than anticipated even with an $85,000 air spade rig. Due to the extraordinary demands and time restrictions on this project, productivity will be severely hampered. Additional time will be needed. This does not mean the travel lanes will be closed all of the days. Even though the work area within the ROW is limited, some of the tedious path work can occur without lane closures. If more opinions are needed please consult with the ALachua County Public Works employees how were in attendance at the air spade demonstration.

Answer #4: The contract time will not be changed. The requirements for use of the air spade only apply to work within 10' of the protected trees 6" in diameter or greater.

All **vendors must comply with the County's Small Business Enterprises (SBEs) Program**; see Sections 1.8, 1.9 and 1.10 of the bid package for details and instructions. If vendors do not complete Exhibit A and B, they will be deemed nonresponsive and their bid will not consider for an award.

NOTE: <u>You should acknowledge receipt of this addendum on your Bid Form.</u>

End of Addendum #5

Sincerely,

Darryl R. Kight, CPM,CPPB
Purchasing Agent

DRK/mm

SECTION F

BID FORM – Revised November 30, 2010

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Date: 12-15-10

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: **Project No. 6334, Widening and Resurfacing NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications** 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 **120** 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 **$1148.00** per calendar day as liquidated damages for substantial completion and **$574.00** 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 Form Cont'd

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449
BIDDER

Attest:

BY: **William J. Bachschmidt, Vice President**

Title **Title**

D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449
Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): 1, 2, 3, 4, 5. 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: William J. Bachschmidt, Vice President

Title **Title**

RCVD FX 1:25 12/15/10

BID SCHEDULE – Revised November 30, 2010

Bid # 11-438; Part 1: Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS	144400.00	144400.00
2	TREE BARRICADE	2500	LF	1.60	4000.00
3	CLEARING AND GRUBBING	1	LS	103192.05	103192.05
4	GRADING	1	LS	48500.00	48500.00
5	SUBSOIL EXCAVATION	1000	CY	15.00	15000.00
6	BORROW	1000	CY	11.35	11350.00
7	EROSION AND SEDIMENTATION CONTROL	1	LS	2200.00	2200.00
8	SILT FENCE - STAKED	5000	LF	0.62	3100.00
9	4" LIMEROCK BASE COURSE, MIN. LBR 100	4786	SY	7.00	33502.00
10	6" LIMEROCK BASE COURSE, MIN. LBR 100	1790	SY	10.00	17900.00
11	8.5" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100	1208	SY	17.00	20536.00
12	12" LIMEROCK BASE DOUBLE COURSE, MIN. LBR 100	1700	SY	14.00	23800.00
13	1.5" TYPE FC-9.5 FRICTION COURSE	14597	SY	9.15	133288.05
14	1" TYPE SP-9.5 STRUCTURAL COURSE (SIDEWALK)	4777	SY	10.00	47770.00
15	2.5" TYPE SP-12.5 (TRAFFIC 'C') STRUCTURAL COURSE/OVERBUILD	1616	TN	84.00	135744.00
16	TYPE SP (TRAFFIC 'C') STRUCTURAL COURSE (3" AVERAGE)	1426	TN	91.00	129766.00
17	1.5" MILLING	12753	SY	1.63	20787.39

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
18	3" MILLING	973	SY	6.25	6081.25
19	CRACK RELIEF LAYER (ARMI)	12753	SY	5.40	68866.20
20	TYPE 'F' CURB AND GUTTER	5369	LF	12.50	67112.50
21	4" CONCRETE PAVEMENT	8	SY	66.00	528.00
22	CONCRETE DRIVEWAY (6" THICK)	462	SY	39.00	18018.00
23	18" CMP	10	LF	82.00	820.00
24	24" CMP	8	LF	142.00	1136.00
25	14" x 23" RCP	72	LF	46.00	3312.00
26	18" RCP	1234	LF	46.00	56764.00
27	14" X 23" RCP MITERED END SECTION, PER FDOT INDEX NO. 273	6	EA	758.00	4548.00
28	18" RCP MITERED END SECTION, PER FDOT INDEX NO. 273	11	EA	700.00	7700.00
29	CULVERT DESILTING	630	LF	3.25	2047.50
30	FDOT TYPE 'C' DBI W/TRAVERSABLE SLOT	7	EA	2394.00	16758.00
31	FDOT TYPE 'P-8' MANHOLE	1	EA	2174.00	2174.00
32	UNDERDRAIN (6" PVC SCHEDULE 40)	500	LF	25.00	12500.00
33	NATURAL STONE RIP-RAP (12" MAT)	150	SY	112.00	16800.00
34	FERTILIZE, SEED AND MULCH	5866	SY	0.24	1407.84
35	SODDING (BAHIA)	35102	SY	1.35	47387.70

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
36	WATER FOR GRASSING	10	MG	32.00	320.00
37	6" YELLOW SOLID (PAINT)	2.2	NM	850.00	1870.00
38	6" WHITE EDGELINE (PAINT)	1.8	NM	850.00	1530.00
39	12" WHITE (PAINT)	134	LF	0.70	93.80
40	18" YELLOW (PAINT)	67	LF	0.86	57.62
41	24" WHITE (PAINT)	47	LF	1.45	68.15
42	DIRECTIONAL ARROW PAINT	6	EA	20.40	122.40
43	6" YELLOW SOLID (THERMO)	2.2	NM	3200.00	7040.00
44	6" WHITE EDGELINE (THERMO)	1.8	NM	3200.00	5760.00
45	12" WHITE (THERMO)	134	LF	1.36	182.24
46	18" YELLOW (THERMO)	67	LF	2.55	170.85
47	24" WHITE (THERMO)	47	LF	3.45	162.15
48	DIRECTIONAL ARROW (THERMO)	6	EA	51.00	306.00
49	RETRO REFLECTIVE PAVEMENT MARKERS	288	EA	3.75	1080.00
50	MAILBOXES F&I	20	EA	88.00	1760.00
51	STOP SIGN (R1-1) (30" X 30")	1	AS	88.00	88.00
52	SPEED LIMIT SIGN (R2-1) (24" X 30")	4	AS	199.00	796.00
53	STOP AHEAD SIGN (W3-1A) (30" X 30")	1	AS	204.00	204.00

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
54	SIGNAL AHEAD SIGN (W3-3) (30" X 30")	1	AS	258.00	258.00
55	PEDESTRIAN WARNING SIGN (W11-2) (30" X 30")	1	AS	194.00	194.00
56	LOOP ASSEMBLY (TYPE F) 6' X 40'	2	AS	860.00	1720.00
57	CERCIS CANADENSIS	12	EA	240.00	2880.00
58	CORNUS FLORIDA	11	EA	240.00	2640.00
59	ILEX VOMITORIA	13	EA	240.00	3120.00
60	FLOOD BUBBLER	72	EA	16.00	1152.00
61	ELECTRIC REMOTE CONTROL VALVE	1	EA	645.00	645.00
62	REDUCED PRESSURE BACKFLOW PREVENTER	1	EA	900.00	900.00
63	WATER METER	1	EA	3800.00	3800.00
64	IRRIGATION LATERAL LINE (BLU-LOCK AND PVC CLASS 200)	1069	LF	1.50	1603.50
65	IRRIGATION MAINLINE (2" PVC SCHEDULE 40)	22	LF	16.00	352.00
66	PIPE SLEEVE	90	LF	20.50	1845.00
	PART 1 TOTAL BID AMOUNT				$ 1271517.19
	10% OF PART 1 TOTAL BID AMOUNT (CONTINGENCY)				$ 127151.71
	SUBTOTAL PART 1 BID AMOUNT PLUS 10% CONTINGENCY				$ 1398668.90

BID SCHEDULE Revised Bid Form 11/30/10

Bid # 11-438; Part 2: Project No. 6316, Cobblefield Roundabout Modifications

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MAINTENANCE OF TRAFFIC	1	LS	9700.00	9700.00
2	CLEARING AND GRUBBING	1	LS	2700.00	2700.00
3	EROSION AND SEDIMENTATION CONTROL	1	LS	250.00	250.00
4	SILT FENCE - STAKED	700	LF	0.62	434.00
5	GRADING	1	LS	7500.00	7500.00
6	BORROW	250	CY	16.00	4000.00
7	MILL EXISTING ASPHALT PAVEMENT (1-1/4" AVG)	1310	SY	4.25	5698.50
8	12" STABILIZED SUBGRADE	1232	SY	2.20	2710.40
9	6" LIMEROCK BASE	210	SY	18.45	3874.50
10	TYPE F CURB AND GUTTER	580	LF	12.75	7395.00
11	TYPE D CURB AND GUTTER	260	LF	13.50	3510.00
12	ASPHALT FRICTION COURSE (INCL. BIT. MTL.) FC-9.5	150	TN	156.00	23400.00
13	CLASS NS CONCRETE	852	SY	16.55	14100.60
14	6" SOLID YELLOW TRAFFIC STRIPE (PAINT)	620	LF	0.19	117.80
15	6" SOLID WHITE TRAFFIC STRIPE (PAINT)	75	LF	0.19	14.25
16	6" 2-4 SKIP WHITE TRAFFIC STRIPE (PAINT)	88	LF	0.43	37.84

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
17	YIELD LINE PAVEMENT MESSAGE (PAINT)	3	EA	16.00	48.00
18	6" SOLID YELLOW TRAFFIC STRIPE (THERMO)	620	LF	0.60	372.00
19	6" SOLID WHITE TRAFFIC STRIPE (THERMO)	75	LF	0.60	45.00
20	6" 2-4 SKIP WHITE TRAFFIC STRIPE (THERMO)	88	LF	1.10	96.80
21	YIELD LINE PAVEMENT MESSAGE (THERMO)	3	EA	24.00	72.00
22	SODDING	750	SY	1.30	975.00
23	WATER FOR GRASSING	10	MG	32.00	320.00
	PART 2 TOTAL BID AMOUNT				$ 87371.69
	10% OF PART 2 TOTAL BID AMOUNT (CONTINGENCY)				$ 8737.16
	SUBTOTAL PART 2 BID AMOUNT PLUS 10% CONTINGENCY				$ 96108.85
	TOTAL BID AMOUNT PLUS CONTINGENCY (SUBTOTAL PART 1 + SUBTOTAL PART 2)				$ 1494777.75

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

Bidder: William Bachschmidt Company: D.A.B. Constructors Inc

Address: P.O. Box 1589
Inglis, FL. 34449

Authorized Signature: _____ Title: William J. Bachschmidt, Vice President

Clearly Print Signature: William J. Bachschmidt, Vice President Title: William J. Bachschmidt Vice President

PHONE: 352 447 5488 FAX: 352 447 4133 DATE: 12-15-10

Email Address: BillbC dabcon.com

List of Unit Abbreviations:

SY Square Yards	GL Gallons	AS Assembly	LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain	EA Each	LF Linear Feet	SD Side Drain
TN Tons	NM Net Miles	AC Acre	HR Hour	PI Per Intersection	RCP Reinforced Concrete Pipe

Proposed Subcontractors Form

Bid # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

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
	William J. Bachschmidt, Vice President	12/15/10

Gainesville Landscape — Name of Contractor — SBE? Yes/No: Yes	Micheletti Enterprises — Name of Contractor — SBE? Yes/No: NO
3406 NW 43 ST — Address	PO Box 922 Williston FL — Address
Landscape & Irrigation — Scope of Work to be Performed	Sod / Seeding / Water — Scope of Work to be Performed
$ 17911.60 (Total $ Value) — 1.32 % (% of Total Bid/RFP)	$ 46705.52 (Total $ Value) — 3.43 % (% of Total Bid/RFP)
Traffic Control Products — Name of Contractor — SBE? Yes/No: NO	American Lighting — Name of Contractor — SBE? Yes/No: NO
2520-B NW 74 PL Gainesville — Address	11639 Davis Creek Rd Jacksonville — Address
Paint Markings, MOT Devices, Signs — Scope of Work to be Performed	Loops — Scope of Work to be Performed
$ 28449.20 (Total $ Value) — 2.09 % (% of Total Bid/RFP)	$ 2100. (Total $ Value) — .154 % (% 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: # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Vendor/Company Name: _____ Phone: _____

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

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.8 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
	William J. Bachschmidt, Vice President	12-15-10

1	Name of SBE Company: Diamondback Mining	Date SBE Contacted
SBE Contact Name:	Phone:	11 / 10 / 10
SBE Response: Location to far, price not compotative		

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:		

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: # 11-438; Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications

Vendor Company Name: _____ Phone: _____

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

In accordance with Section 22.36 of the Alachua County Purchasing Code and section 1.8 of this document, the undersigned vendor hereby certifies that (**VENDOR MUST CHECK ONE OF THE FOLLOWING**):

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(•) 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
	William J. Bachschmidt, Vice President	12/15/10

1	Name of SBE Company: Benchmark of Central FL	Date SBE Contacted
SBE Contact Name:	Phone:	11 / 10 / 10
SBE Response: NO Bid RESPONSE		

2	Name of SBE Company: Big Trees Plantation	Date SBE Contacted
SBE Contact Name:	Phone:	11 · 10 · 10
SBE Response: NO Bid RESPONSE		

3	Name of SBE Company: SEE Attached Bid Solicitations	Date SBE Contacted
SBE Contact Name: For which there	Phone:	
SBE Response: was no response		

4	Name of SBE Company: Jenkins Painting	Date SBE Contacted
SBE Contact Name: Dewayne	Phone:	11 · 10 / 10
SBE Response: ~~No Bid~~ KB Bid NOT Low		

5	Name of SBE Company: Smith & Sons Sod Co	Date SBE Contacted
SBE Contact Name: Jason DeMartino	Phone:	11 · 10 / 10
SBE Response: NOT Low Bid		

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Benchmark of Central Florida, LLC
Phone: 352-692-2025
FAX: 352-692-2014

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
katherynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES X NO –Not in our Scope of Services __No-Other reasons

NOV-10-2010 10:35 From:DAB CONSTRUCTORS 352 447 4133 To:352 347 2400 P.1/1
NOV-10-2010 01:51PM From: 352 347 2400 ID:DAB CONSTRUCTORS

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Big Trees Plantation
Phone: 352-332-2150
FAX: 352-332-2811

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-138
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

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www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES **X** **__NO –Not in our Scope of Services** **__No-Other reasons**

NOV-10-2010 11:08AM From: 352 331 2811 ID:DAB CONSTRUCTORS P.1/1

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO BBI Construction Management, Inc.
Phone: 352-338-2078
FAX: 352-338-3825

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name: SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

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kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 10:31 AM WED

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Fax Number : 352 447 4133

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Results : O.K

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Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13524724590
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Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

D.A.B.
Constructors, Inc.
Phone: 352-447-5448 Fax: 352-447-4133

TO Coleman Construction Inc
PHONE: 352-378-4550
FAX: 954-978-4590

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name: SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date: 11/17/2010

AS a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Detilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcsw.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
katherine@dabcsw.com or Fax : 352-447-4133

If you have any questions please contact Katherin Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Coleman Construction Inc.
Phone: 352-472-4550
FAX: 352-472-4590

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5188 Fax: 352-447-4133

TO CDM Contracting Inc.
Phone: 386-496-3883
FAX: 386-496-3885

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 10:44 AM WED

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Results	:	O.K

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599l.....
Fax Number	:	352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO CDM Contracting Inc.
Phone: 386-496-3883
FAX: 386-496-3885

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

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If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO CCI Cabot Construction
Phone: 352-332-9720
FAX: 352-338-2869

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report

NOV-10-2010 10:39 AM WED

WorkCentre M201 Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599J.....
Fax Number : 352 447 4133

Name/Number : 13523387469
Page : 1
Start Time : NOV-10-2010 10:39AM WED
Elapsed Time : 00'16"
Mode : STD ECM
Results : O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO CCI Cabot Construction
Phone: 352-331-3720
FAX: 352-338-7469

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid #. 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:37 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523357511
Page : 1
Start Time : NOV-10-2010 10:37AM WED
Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

D.A.B.
Constructors, Inc.
Phone: 352-447-5488 Fax: 352-447-4133

To Bolt Electrical Contractors Inc
Phone: 352-335-7163
FAX: 352-335-7513

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Marking, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMJ)

Plans and Specifications are available to review, download from our website:
www.dabcnst.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcnst.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Bolt Electrical Contractors, Inc.
Phone: 352-335-7101
FAX: 352-335-7511

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:35 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13526220014
Page : 1
Start Time : NOV-10-2010 10:35AM WED
Elapsed Time : 00'24"
Mode : STD ECM
Results : O.K

D.A.B. Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Benchmark of Central Florida, LLC
Phone: 352-622-0023
FAX 352-622-0014

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Service ___No-Other reasons

Mixed Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Benchmark of Central Florida, LLC
Phone: 352-622-0023
FAX: 352-622-0014

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:58 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523770161
Page : 1
Start Time : NOV-10-2010 10:58AM WED
Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

Heavy Construction · Underground Utilities · Asphalt paving

__YES __NO -Not in our Scope of Services __No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes. Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcon.com

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris, Trucking, Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relef (ARMI)

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

D.A.B. Constructors, Inc. is bidding on the following projects :

10 George Barnes Enterprise
Phone: 352-377-5818
FAX: 352-327-0161

D.A.B.
Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO George Burns Enterprises
Phone: 352-377-5818
FAX: 352-377-0161

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-3488 Fax: 352-447-4133

TO Genesis Construction & Management Inc
Phone: 352-867-[illegible]
FAX: 352-867-[illegible]

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

Message Confirmation Report NOV-10-2010 10:57 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599l.....
Fax Number : 352 447 4133

Name/Number : 13528670874
Page : 1
Start Time : NOV-10-2010 10:56AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Genesis Construction & Management,Inc.
Phone: 352-867-8411
FAX: 352-867-0874

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:55 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523736407
Page : 1
Start Time : NOV-10-2010 10:55AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

D.A.B.
Constructors, Inc.
Phone: 352-447-5188 Fax: 352-447-4133

TO Gainesville Landscape Contractors, Inc
Phone: 352-373-9247
FAX: 352-373-6107

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-138
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathryn@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO –Not in our Scope of Services ___No-Other reasons

Straug Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Gainesville Landscape Contractors, Inc.
Phone: 352-373-9257
FAX: 352-373-6407

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:54 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523729272
Page : 1
Start Time : NOV-10-2010 10:53AM WED
Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

Heavy Construction · Underground Utilities · Asphalt paving

__YES __NO -Not in our Scope of Services __No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes, Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcon.com

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

D.A.B. Constructors, Inc. is bidding on the following projects :

TO Florida Concrete Recycling
Phone: 352-372-1937
FAX 352-372-9878

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Florida Concrete Recycling
Phone: *352-372-1237*
FAX: *352-372-9272*

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:52 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13528677698
Page : 1
Start Time : NOV-10-2010 10:52AM WED
Elapsed Time : 00'12"
Mode : STD ECM
Results : O.K

D.A.B.
Construction, Inc.
Phone: 352-447-5488 Fax: 352-447-4133

10 Diamondback Painting
Phone: 352-867-8252
FAX: 352-867-7698

D.A.B. Constructors, Inc. is bidding on the following projects:

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris, Trucking, Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Detailing, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Texas Construction - Underground Utilities - Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO DiamondBack mining
Phone: 352-867-8235
FAX: 352-867-7698

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:51 AM WED

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU335991.....
Fax Number	:	352 447 4133

Name/Number	:	13523479753
Page	:	1
Start Time	:	NOV-10-2010 10:50AM WED
Elapsed Time	:	00'10"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Clouds and Associates Builders

Phone: 352-347-9876

FAX 352-347-9753

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdowns is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabfcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabfcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Mesa Construction - Subcontractor Utilities - Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Cross and Associates Builders
Phone: 352-347-9853
FAX: 352-347-9753

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Jenkins Painting Inc.
Phone: 352-493-4021
FAX: 352-493-0683

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone 352-447-5488 Fax 352-447-4133

TO F.A.M. Construction of N.Central Fl
Phone: 352-373-2549
FAX 352-373-2567

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

Message Confirmation Report NOV-10-2010 11:07 AM WED

Name/Number	:	13523732367
Page	:	1
Start Time	:	NOV-10-2010 11:07AM WED
Elapsed Time	:	00'14"
Mode	:	STD ECM
Results	:	O.K

		WorkCentre M20i Series
Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599L·····
Fax Number	:	352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO J.A.M. Construction of N.Central Fl
Phone: 352-373-2349
FAX: 352-373-2367

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid #. 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Big Trees Plantation
Phone: 352-338-2170
FAX: 352-332-2811

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO -Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:05 AM WED

Name/Number	:	13523322811
Page	:	1
Start Time	:	NOV-10-2010 11:05AM WED
Elapsed Time	:	00'22"
Mode	:	STD ECM
Results	:	O.K

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU35991.....
Fax Number	:	352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Big Trees Plantation
Phone: 352-332-2150
FAX: 352-332-2811

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid #. 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Hoffman Construction Inc.
Phone: 352-472-1825
FAX 352-472-6182

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities - Asphalt paving

Message Confirmation Report NOV-10-2010 11:04 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33991.....
Fax Number : 352 447 4133

Name/Number : 13524726182
Page : 1
Start Time : NOV-10-2010 11:03AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Hoffman Construction Inc.
Phone: 352-472-61825
FAX: 352-472-6182

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:02 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523768813
Page : 1
Start Time : NOV-10-2010 11:02AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

Heavy Construction - Underground Utilities - Asphalt paving

___YES ___NO -Not in our Scope of Services ___No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes, Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcon.com

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

D.A.B. Constructors, Inc. is bidding on the following projects :

TO Hansen Construction Service
PHONE: 352-373-0838
FAX: 352-376-8813

Phone: 352-447-5488 Fax: 352-447-4133

D.A.B.

Constructors, Inc.

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Hansen Construction Service
Phone: 352-375-0838
FAX: 352-376-8813

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone 352-447-5488 Fax: 352-447-4133

TO Gray Construction Services
Phone: 352-[illegible]
FAX: 352-[illegible]8098

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com **or Fax : 352-447-4133**

If you have any questions please contact Kathryn Barnes. Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:01 AM WED

Name/Number	:	13524638098
Page	:	1
Start Time	:	NOV-10-2010 11:00AM WED
Elapsed Time	:	00'44"
Mode	:	STD G3
Results	:	O.K

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599L·····
Fax Number	:	352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Gray Construction Services
Phone: ~~352-463-3959~~
FAX: ~~352-463-8098~~

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Springhill Tree Farm
Phone: 352-332-3357
FAX 352-332-1887

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

Message Confirmation Report NOV-10-2010 11:35 AM WED

Name/Number	:	13523321887
Page	:	1
Start Time	:	NOV-10-2010 11:35AM WED
Elapsed Time	:	00'12"
Mode	:	STD ECM
Results	:	O.K

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33991.....
Fax Number	:	352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Springhill Tree Farm
Phone: 352-332-3357
FAX: 352-332-1887

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:34 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13523780905
Page : 1
Start Time : NOV-10-2010 11:33AM WED
Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

Heavy Construction - Underground Utilities - Asphalt paving

___YES ___NO –Not in our Scope of Services ___No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes. Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcon.com

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-43B
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

The following work breakdowns is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Detailing, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes. Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO –Not in our Scope of Services ___No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

D.A.B. Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO SNC Fax [illegible]
Phone: 352-378-4636
FAX 352-378-0962

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-43B
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

The following work breakdowns is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Detailing, Crack Relief (ARMI)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes. Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO –Not in our Scope of Services ___No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO SNG Pavement Markings Inc.
Phone: 352-378-2696
FAX: 352-378-0905

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Santa Fe Electric Inc
Phone: 352-468-1804
FAX: 352-468-2189

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:32 AM WED

WorkCentre M20i Series		
Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599L.....
Fax Number	:	352 447 4133

Name/Number	:	13524682189
Page	:	1
Start Time	:	NOV-10-2010 11:32AM WED
Elapsed Time	:	00'22"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Sanat Fe Electric Inc
Phone: 352-468-1602
FAX: 352-468-2189

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO -Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO R Hyden Construction Inc
Phone: 352-[illegible]424
FAX: 352-374-9696

D.A.B. Constructors, inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:26 AM WED

WorkCentre M20i Series		
Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU35991.....
Fax Number	:	352 447 4133

Name/Number	:	13523749596
Page	:	1
Start Time	:	NOV-10-2010 11:26AM WED
Elapsed Time	:	00'22"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO R. Hyden Construction Inc.
Phone: 352-372-7424
FAX: 352-374-9596

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO -Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:24 AM WED

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU335991.....
Fax Number	:	352 447 4133

Name/Number	:	13524732661
Page	:	1
Start Time	:	NOV-10-2010 11:23AM WED
Elapsed Time	:	00'32"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Paradise Landscape and Lawn Care

Phone: 352-258-6969

FAX 352-475-2683

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Marking, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Paradise Landscaping and Lawn Care
Phone: 352-258-5769
FAX: 352-475-2661

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date. 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:22 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13524721335
Page : 1
Start Time : NOV-10-2010 11:22AM WED
Elapsed Time : 00'24"
Mode : STD ECM
Results : O.K

D.A.B.

Construction - Underground Utilities - Asphalt paving

Phone 352-447-5488 Fax: 352-447-4133

TO Orlrich Construction Inc
Phone: 352-472-1554
FAX 352-472-1585

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

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www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes. Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Oelrich Construction Inc
Phone: 352-472-1334
FAX: 352-472-1335

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
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If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-3488 Fax: 352-447-4133

TO Mobilcrete Concrete Services, LLC
Phone: 352-694-4300
FAX: 352-694-9861

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
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www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:21 AM WED

WorkCentre M20i Series		
Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599J.....
Fax Number	:	352 447 4133

Name/Number	:	13526949861
Page	:	1
Start Time	:	NOV-10-2010 11:20AM WED
Elapsed Time	:	00'22"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Mobilcrete Concrete Services, LLC
Phone: 352-694-4300
FAX: 352-694-9861

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid #. 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO McCleod General Trades LLC
Phone: 352-371-7326
FAX: 352-371-7321

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name: SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

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kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:19 AM WED

Name/Number : 13523717321
Page : 1
Start Time : NOV-10-2010 11:19AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

workcentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599L.....
Fax Number : 352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO McCleod General Trades LLC
Phone: 352-371-7320
FAX: 352-371-7321

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Mandese White Construction Inc.
Phone: 352-373-7334
FAX: 352-373-7334

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

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Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:16 AM WED

WorkCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599L.....
Fax Number	:	352 447 4133

Name/Number	:	13523737334
Page	:	1
Start Time	:	NOV-10-2010 11:16AM WED
Elapsed Time	:	00'24"
Mode	:	STD ECM
Results	:	O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Mandese White Construction Inc.
Phone: 352-373-7334
FAX: 352-373-7334

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO CWW Construction Inc
Phone: 352-528-6654
FAX: 352-528-2538

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

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www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO -Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:15 AM WED

Name/Number : 13525292538
Page : 1
Start Time : NOV-10-2010 11:14AM WED
Elapsed Time : 00'22"
Mode : STD ECM
Results : O.K

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599J------
Fax Number : 352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO LWW Construction Inc
Phone: 352-528-6654
FAX: 352-529-2538

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid #. 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Jenkins Painting Inc
Phone: 352-495-1021
FAX: 352-493-0683

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

Plans and Specifications are available to review, dowuload from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO -Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:13 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13524930683
Page : 1
Start Time : NOV-10-2010 11:12AM WED
Elapsed Time : 00'40"
Mode : STD G3
Results : O.K

Message Confirmation Report NOV-10-2010 11:43 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13864622083
Page : 1
Start Time : NOV-10-2010 11:43AM WED
Elapsed Time : 00'14"
Mode : STD ECM
Results : O.K

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Vetamerica Enterprises
Phone: 352-682-2814
FAX 386-462-2083

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 81st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Marking, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Decking, Crack Relief (ARMM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Service ___No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Vetamerica Enterprises, LLC
Phone: 352-682-2814
FAX: 386-462-2083

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Smith and Sons Sod Company
Phone: 386-755-4928
FAX 386-755-9008

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
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Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

__YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:46 AM WED

Name/Number	:	13867559008
Page	:	1
Start Time	:	NOV-10-2010 11:45AM WED
Elapsed Time	:	00'24"
Mode	:	STD ECM
Results	:	O.K

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599J.....
Fax Number : 352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Smith and Sons Sod Company
Phone: 386-755-4328
FAX: 386-755-9008

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name. SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

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If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO The Alexander Group, Inc.
Phone: 352-367-3949
FAX 352-351-0239

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARMI)

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www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

Message Confirmation Report NOV-10-2010 11:56 AM WED

Name/Number : 13523510219
Page : 1
Start Time : NOV-10-2010 11:55AM WED
Elapsed Time : 00'24"
Mode : STD ECM
Results : O.K

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33599l.....
Fax Number : 352 447 4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO The Alexander Group LLC
Phone: 352-387-3949
FAX: 352-351-0219

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

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If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5489 Fax: 352-447-4133

TO Johns Concrete Services of C. Florida LLC
Phone: 352-812-5617
FAX 352-680-1770

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Cc
Signs, Landscape, Irrig
Traffic, Desilting, Cract

Trucking, . .
of

Plans and Specificat
www.dabcon.com

Please Fax or Emai
kathrynb@dabcon.

NO

If you have any qu

ANSWER

PLEASE INDIC.
PROVIDING A

__YES __NO -

Hea

Message Confirmation Report NOV-10-2010 12:08 PM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU33591.....
Fax Number : 352 447 4133

Name/Number : 13526801770
Page : 0
Start Time : NOV-10-2010 12:07PM WED
Elapsed Time : 00'00"
Mode : STD G3
Results : No Answer

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO Johns Concrete Services of C. Florida LLC
Phone: 352-812-5517
FAX: 352-680-1770

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

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If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 12:02 PM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 18662576638
Page : 0
Start Time : NOV-10-2010 12:01PM WED
Elapsed Time : 00'00"
Mode : STD G3
Results : No Answer

Heavy Construction · Underground Utilities · Asphalt paving

__YES __NO -Not in our Scope of Services __No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes, Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcone.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcone.com

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Detailing, Crack Relief (ARMI)

Bid Date 11/17/2010

As a registered SBE with Alachua County Your Firm is being solicited to provide a subcontract/material quote.

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

D.A.B. Constructors, Inc. is bidding on the following projects :

TO The Stephen Group
Phone: 352-274-2053
FAX 866-257-6638

D.A.B.
Constructors, Inc.
Phone: 352-447-4588 Fax: 352-447-4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO The Sterner Group
Phone: 352-274-2053
FAX: 866-257-6638

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 11:53 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13522588303
Page : 0
Start Time : NOV-10-2010 11:51AM WED
Elapsed Time : 00'00"
Mode : STD G3
Results : No Answer

Phone: 352-447-5488 Fax: 352-447-4133

D.A.B. Constructors, Inc.

To [redacted]
Phone: [redacted]
FAX [redacted]

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-43R
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape, Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Relief (ARAM)

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathiryn@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES ___NO -Not in our Scope of Services ___No-Other reasons

Heavy Construction · Underground Utilities · Asphalt paving

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO McMahon Builders, Inc
Phone: 352-377-2737
FAX: 352-258-8803

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name SW 91st Street
Project/Bid # 11-438
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Disposal of clearing debris , Trucking, , Signs, Landscape. Irrigation, Limerock Materials, Silt Fence, Tree Barricades, Maintenance of Traffic, Desilting, Crack Releif (ARMI)

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Message Confirmation Report NOV-10-2010 10:29 AM WED

WorkCentre M20i Series
Machine ID : DAB CONSTRUCTORS
Serial Number : RYU335991.....
Fax Number : 352 447 4133

Name/Number : 13522588303
Page : 0
Start Time : NOV-10-2010 10:27AM WED
Elapsed Time : 00'00"
Mode : STD G3
Results : No Answer

Steam Construction - Underground Utilities - Asphalt paving

___YES ___NO -Not in our Scope of Services ___No-Other reasons

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

If you have any questions please contact Kathryn Barnes, Ext: 230

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

Plans and Specifications are available to review, download from our website:
www.dabcon.com

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Seeding, Disposal of clearing debris, Trucking, Limerock Material, Silt Fence, Maintenance of Traffic, Desilting, Crack Relief (ARMI), Guardrail, RCP, Drainage Structure, Borrow, Dewatering

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

Bid Date 11/17/2010

Project Owner: Alachua County
Project/Bid # 11-429
Project Name Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301

D.A.B. Constructors, Inc. is bidding on the following projects :

TO McMahon Brothers, Inc
Phone: 352-372-3737
FAX: 352-378-5303

D.A.B.
Constructors, Inc.

Phone: 352-447-4133 Fax: 352-447-4133

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO McMahon Builders, Inc
Phone: 352-377-2737
FAX: 352-258-8303

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name Mill and Resurfacing of SE CR 325 f4rom SE CR 346 to US 301
Project/Bid # 11-429
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote.

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Seeding, Disposal of clearing debris , Trucking, Limerock Materials, Silt Fence, Maintenance of Traffic, Desilting, Crack Releif (ARMI), Guardrail, RCP, Drainage Structures, Borrow, Dewatering

Plans and Specifications are available to review, download from our website: www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date. kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO -Not in our Scope of Services __No-Other reasons

D.A.B.

Constructors, Inc.

Phone: 352-447-5488 Fax: 352-447-4133

TO McMahon Builders, Inc
Phone: 352-372-2737
FAX 352-288-8808

D.A.B. Constructors, Inc. is bidding on the following projects :

Project Name Mill and Resurfacing of SE CR 325 f4rom SE CR 346 to US 301
Project/Bid # 11-429
Project Owner: Alachua County

Bid Date 11/17/2010

As a registered SBE with Alachua County Your firm is being solicited to provide a subcontract/material quote..

The following work breakdown is available for this proposal:
Pavement Markings, Concrete curb, Concrete supply, Sod, Seeding, Disposal of clearing debris , Trucking, Limerock Materials, Silt Fence, Maintenance of Traffic, Desilting, Crack Relief (ARMI), Guardrail, RCP, Drainage Structures, Borrow, Dewatering

Plans and Specifications are available to review, download from our website:
www.dabcon.com

Please Fax or Email your proposal at least one day prior to the Bid Due date.
kathrynb@dabcon.com or Fax : 352-447-4133

If you have any questions please contact Kathryn Barnes, Ext: 230

PLEASE INDICATE WHETHER OR NOT YOUR FIRM WILL BE PROVIDING A QUOTE:

___YES __NO –Not in our Scope of Services __No-Other reasons

Heavy Construction - Underground Utilities - Asphalt paving

-Message Confirmation Report NOV-10-2010 10:17 AM WED

Name/Number	:	13522588303
Page	:	0
Start Time	:	NOV-10-2010 10:16AM WED
Elapsed Time	:	00'00"
Mode	:	STD G3
Results	:	No Answer

workCentre M20i Series

Machine ID	:	DAB CONSTRUCTORS
Serial Number	:	RYU33599L.....
Fax Number	:	352 447 4133

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

D.A.B. Constructors Inc
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.

William J. Bachschmidt, Vice President
Bidder's Signature

12-15-10
Date

EXHIBIT D

BIDDER'S QUESTIONNAIRE

Bidder's Name: D.A.B. Constructors Inc

Bidder's Address: P.O.Box 1589 Inglis, FL 34449 Phone: 352 447 5488

Number of years in this type of service? 22 Number of years licensed in Alachua County: FDOT Prequalified

Number of employees "ON THE JOB" each week: 200+ Number of employees "ON CALL" each week: N/A

Will you subcontract any part of this work: Yes ✓ No ____ If so, give details: Pavement Markings Signs, Signals, Erosion Control MOT Devices

List all major equipment which will be available upon commencement of the agreement to perform the required service:

See attached List

Do you currently hold any municipality contracts: Yes ✓ No ____ If so, please indicate below:

Lake County
Citrus County
Hernando County

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: See attached List Phone: ____
   Contact Person: ____
2) Firm ____ Phone: ____
   Contact Person: ____
3) Firm: ____ Phone: ____
   Contact Person: ____

Are your employees screened by: (indicate)

1) Polygraph NO
2) General Interview Yes
3) Background Investigation Yes Truck Drivers
4) Police Record Check NO
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: Day Shift 7:30-5:30 Night Shift 5-7 am

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

Schedule to be provided in accordance with Specifications

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 12-15-10 AUTHORIZED SIGNATURE: ____

William J. Bachschmidt, Vice President

State of Florida

Department of State

I certify from the records of this office that D.A.B. CONSTRUCTORS, INC. is a corporation organized under the laws of the State of Florida, filed on January 22, 1988.

The document number of this corporation is M65766.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on April 20, 2010, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty First day of April, 2010

Secretary of State

Authentication ID: 300176596133-042110-M65766

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

D.A.B. CONSTRUCTORS, INC.

CLIENT/REFERENCE LIST

ENTITY NAME	CONTACT PERSON	PHONE #
FDOT DISTRICT 7	Brian McKinshee	813-744-6000
FDOT DISTRICT 5	Rhonda Daniels	(352) 732-1322
LAKE COUNTY	Jeff Johnson	(352) 483-9024
PASCO COUNTY	David Brown	727-834-3604
HERNANDO COUNTY	Charles Mixon	352-754-4060

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

Rate Code	Description
AC-001	SULAIR COMP
AC-002	SULAIR COMP
AD-002	ASPHALT DISTRIBUTOR 98 GMC
AD-003	ASPHALT DISTRIBUTOR 2000 STERLING
AD-004	ASPHALT DISTRIBITOR 2005 STERLING
ADM-001	ADM 250 TON PER HOUR ASP PLANT
ADM-002	ADM 350 TON PER HR ASPH PLANT
AP-004	CEDERAPIDS CR351 2002
AP-005	CEDERAPID 451 2002
AP-006	CEDEARRAPID 352 PAVER 2004
AP-007	CEDERAPIDS CR 452 2005 PAVER
AP-008	CEDEREAPIDS CR 352 PAVER 2002
AP-009	CEDEREAPIDS CR 452 2007
AVRA-01	INGER. RAND DD-110 VIB ROL 99
AVRA-02	INGER. RAND DD-110 VIB ROL 99
AVRA-03	INGER. RAND DD-110 VIB ROL 99
AVRA-04	INGER. RAND DD-110 VIB ROL 99
AVRA-05	INGER. RAND DD-110 VIB ROL 2001
AVRA-06	INGER. RAND DD-110 VIB ROL 2001
AVRA-07	INGER. RAND DD-112 VIB ROLLER 2006
AVRA-08	INGER. RAND DD-112 VIB ROLLER 2006
BD-004	KOMATSU D-31-PX-21 DOZER 2003
BD-006	KOMATSU D-41-P-6C DOZER 2003
BD-010	KOMATSU D-31-PX-21 DOZER 2003
BD-011	CATERPILLAR D-5 H LGP DOZ 2003
BD-012	CATERPILLAR D-5NLGP DOZER 2003
BD-013	KOMATSU D-31-PX-21 DOZIER 2003
BD-014	KOMATSU D-41P-6C DOZIER 2004
BD-015	KOMATSU D-41P-6C DOZIER 2006
BD-016	KOMATSU D-31-PX-21 2006
BH-001	BUSH HOG 10' MOWER
BP-001	BROYCE PICK UP BROOM
BT-002	SWEEPMASTER MODLE 250 1997
BT-004	BROCE BROOM RC 300 1995
BT-005	BROCE BROOM RC 350 1998
BT-006	BROCE BROOM RC 350 1999
BT-008	ROSCO CHALLENGER BROOM II 2000
BT-009	BROCE BROOM RC 300 1994
BT-010	BROCE BROOM RC350 1998
BT-011	FORD 2810 BROM TRACTOR 1995

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

BT-012	ROSCO CHALLENGER BROOM 2002
BT-013	ROSCO SWEEP PRO BROOM 2003
BT-014	ROSCO SWEEP PRO BROOM 2005
BT-01S	ROSCO SWEEP PRO BROOM 200S
CC-001	CONC CREW MISC TOOLS
CD-001	CORE MECH M TRAINO
CD-002	CORE MECH T. EVERETT
CM-001	GOMACO GT 3400
CM-002	GOMACO CURD CADET 1992
CM-003	MISC CURB MOLDS
CS-001	CONCRETE SAW STHIL 14"
DP-001	4" DIPH PUMP
DT-001	GMC KODIAK 12 CY DUMP 1985
DT-003	1987 FORD 6 CY DUMP TRUCK PL 2
DT-011	2003 MACK CV 713 21 CY DUMP TRUCK
DT-020	2004 MACK CV713 21 CY DUMP TRUCK
FB-005	FORD CRASH ATTEN TRUCK 1979
FB-006	INTERNATIONAL FB DUMP 2000
FL-001	GROVE MANLIFT1998
FL-003	YALE FORKLIFT SHOP
FM-001	FIBER MECH
GT-002	KOBOTA PETRO TACK MACH
GT-003	FORD GRADE TRACTOR
GT-005	FORD GRADE TRACTOR
GT-009	JOHN DEERE GRADE TRACTOR
GT-010	JOHN DEERE GRAD & LOAD PL2
GT-011	JOHN DEERE 210 LE BOX BLADE
GT-012	JOHN DEERE 210 LE BOX BLADE
HP-003	6" THOMPSON HDY PUMP 2005
HP-004	6" THOMPSON HDY PUMP 2005
JJ-001	JUMPING JACKS
JJ-002	JUMPING JACKS
JJ-003	JUMPING JACK
LB-002	CATERPILLAR 416 1997 RUBBERD TIRED BACKHOE
LB-003	CATERPILLAR 420 2001 RUBBERD TIRE BACKHOE
LB-004	KOMATSU WB-140-2 2004 RUBBER TIRED BACKHOE
LB-005	KOMATSU WB-140-2 2005 RUBBER TIRED BACKHOE
LP-001	AMIDA LIGHT PLANT
LP-002	AMIDA LIGHT PLANT
LP-003	AMIDA LIGHT PLANT
LP-004	AMIDA LIGHT PLANT
LP-005	AMIDA LIGHT PLANT

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

LP-006	AMIDA LIGHT PLANT
LP-007	AMIDA LIGHT PLANT
LP-008	MULTI EQUIP LT-12 LIGHT PLANT 2005
LP-009	MULTI EQUIP LT-12 LIGHT PLANT 2005
MG-012	CATERPILLAR 12H GRADER 1999
MG-013	CATERPILLAR 12H GRADER 2000
MG-014	CATERPILLAR 12H GRADER 2001
MG-015	CATERPILLAR 12H GRADER 2001
MG-016	CATERPILLAR 12H GRADER 2003
MG-017	CATERPILLAR 12H GRADER 2004
MG-018	CATERPILLAR 12H GRADER 2005
MG-019	CATERPILLAR 12H GRADER 2005
MG-020	CATERPILLAR 12H GRADER 2006
MG-021	CATERPILLAR 12H GRADER 2007
MG-022	CATERPILLAR 12H GRADER 2007
MM-002	INGERSOL RAND PRO-CUT 1000
MM-003	ROADTEC RX 500 6'7" MILLING MECH
MM-004	ROADTEC RX 500 6'7" MILLING MECH
MM-005	ROADTEC RX 500 6'7" MILLING MECH
MM-006	ROADTEC RX 500 6'7" MILLING MECH
MT-003	GMC 3500 HD MECH TRUCK 1998 PLANT 1
MT-004	FORD F 350 HD FLAT BED 2001 MOT TRUCK
MT-005	FORD 450 HD W/CRANE 1999 DUTCHER
MT-006	FORD F8001995 MECH TRUCL LARRY BIGGS
MT-007	GMC 3500 MECH TRUCK 2005 DAVID STEVENS
MT-008	GMC 3500 FLATBED HD 2005 MATT FLAGERTY
MT-009	GMC TOPKICK 5500 MECH TRUCK 2006 JOHN HUBBARD
ORD-006	KOMATSU ORD HM350-1
ORD-007	KOMATSU ORD HM350-1
ORD-008	KOMATSU ORD HM350-1
PC-001	WACKER DISEL PLATE COMP
PC-002	WACKER DISEL PLATE COMP
PL-001	PIPE LASER BUDDY ELLIS
PL-002	PIPE LASER TOM JONKERS
RB-001	ROCK BOX 001
RB-002	ROCK BOX 002
RSM-001	RADAR SPEED MONITOR
RTL-009	CATERPILLAR 928G LOADER 2001
RTL-018	CATERPILLAR 928G LOADER 2001
RTL-019	CATERPILLAR 928G LOADER 2002
RTL-020	CATERPILLAR 928G LOADER 2002
RTL-021	CATERPILLAR 938G LOADER W/FORKS 2002

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

RTL-022	KOMATSU WA250-5W LOADER 2004
RTL-023	KOMATSU WA250-5W LOADER 2004
RTL-024	KOMATSU WA250-5W LOADER 2004
RTL-025	KOMATSU WA320-5W LOADER 2004
RTL-026	KOMATSU WA250-5W LOADER 2004
RTL-027	KOMATSU WA250-5W LOADER 2004
RTL-028	KOMATSU WA450-5L LOADER 2004
RTL-029	KOMATSU WA250-5L LOADER 2005
RTL-030	KOMATSU WA250-5L LOADER 2005
RTL-031	KOMATSU WA250-5L LOADER 2005
RTL-032	KOMATSU WA 250-5L LOADER 2005
RTL-033	KOMATSU WA380-5L LOADER 2006
RTS-004	CATERPILLAR 613C SCRAPER 1999
RTS-005	CATERPILLAR 613C SCRAPER 1999
RTS-006	CATERPILLAR 613C SCRAPER 1999
RTS-008	CATERPILLAR 613C SCRAPER 1999
RTS-009	CATERPILLAR 613-C SCRAPER 2006
RW-003	MIDLAND S.P10' 2002 ROADWIDNER
RW-004	BLAW KNOX RW 195 2005
SB-001	TRENCH BOX 12'
SB-002	TRENCH BOX 4'
SB-003	TRENCH BOX 24'X8'
SE-001	SURVEY EQUIP MISC
SE-002	SURVEY EQUIP MISC
SE-003	SURVEY GPS EQUIP
SE-004	SURVEY GPS EQUIP
SR-001	INGERSOL RAND ST-60 1996
SR-003	INGERSOL RAND ST-80 1995
SR-005	INGERSOL RAND ST-60 1996
SR-006	2002 HIGH PACK 12 TON ROLLER
SR-007	2005 HYPACK 340C STATIC ROLLER
SR-008	2005 HYPACK 340C STATIC ROLLER
SR-009	INGERSOL RAND ST -80 1996
SS-002	CATERPILLAR SS250 MIXER 1999
SS-003	CATERPILLAR RR250 RECLAIMER 2006
ST-001	FORD SAND TRUCK 1995
ST-002	FORD SAND TRUCK 1971
SV-001	FREIGHTLINER F70 SERVICE 1996 (SPARE)
SV-002	FREIGHTLINER FL70 SERVICE 1999 (TOM EVERTTTO
SV-003	FORD F-800 SERVICE TRUCK 1999 (DAVID CHESTNUT)
SV-004	FREIGHTLINER 2001 FL70 (LAKE COUNTY)
SV-005	2003 FREIGHTLINER SERVICE TRUCK (HERNANDO CO)

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

SV-006	2005 FREIGHTLINER FL 70 SERVICE TRUCK (JIMMY COLE)
TA-001	MONTONE DUP TRAILER 2002
TA-002	WARREN DUMP TRAILER 2006
TB-005	KOMATSU PC 220 LC7 TRACKHOE 2004
TB-007	KOMATSU PC 120 LC3 TRACKHOE 1995
TB-010	KOMATSU PC 220 LC7 TRACKHOE 2002
TB-011	KOMATSU PC 220 LC7 TRACKHOE 2003
TB-012	KOMATSU PC 300 LC7 TRACKHOE 2003
TB-013	KOMATSU PC 220 LC7 TRACKHOE 2004
TB-014	KOMATSU PC 220 LC7 TRACKHOE 2004
TB-015	KOMATSU PC 300 LC7 TRACKHOE 2005
TB-016	KOMATSU PC 300 LC7 TRACKHOE 2006
TB-017-P	KOMATSU PC 400 LC6 TRACKHOE 2003
TD-001	MACK DUMP TRACTOR CX612 2005
TF-001	VULCAN 400,000 CFM TRENCH BURN
TP-014	PETERBUILT TRACTOR 2003 J VAND
TP-024	PETERBUILT TRACTOR 2004 EDDIE JACKSON
TR-001	INGER RAND 125R TRAF ROLLER 95
TR-002	INGER RAND 125R TRAF ROLER 95
TR-003	INGER RAND 125R TRAFF ROLL 95
TR-004	BOMAG BW12RTRAFFIC ROLLER 95
TR-005	CATERPILLAR PS360 TRAFF ROL 2000
TR-006	CATERPILLAR PS360 TRAF ROLL 2000
TR-007	INGER RAND 125 R TRAFFIC ROLLER 2001
TT-002	ETNYRE 50 TON LOWBOY
TT-003	FONTAINE 35 TON LOWBOY
TT-004	ETNYRE 50 TON LOWBOY
UT-001	UTILITY TRAILER J ELLIS
UT-006	CRACK FILLER DIST
VR-001	INGERS RAND SD40 VIB ROLLER 1989
VR-002	INGER RAND SD 70 VIB ROL 1996
VR-009	CATERPILLAR 214C VIB ROLL 1997
VR-011	INGER RAND SD-100 VIB ROL 2000
VR-012	INGER RAND SD-100 VIB ROLL1999
VR-013	INGER RAND SD-100 VIB ROLL2000
VR-014	INGER RAND SD-100 VIB ROLL2000
VR-015	INGER RAND FX130 TREN ROLL2000
VR-016	INGER RAND SD-100 VIB ROLL 2003
VR-017	INGER RAND SD-100 VIB ROLL 2004
VR-018	INGER RAND SD-100 VIB ROLL 2005
VR-019	INGER RAND SD-100 VIB ROLL 2005
VR-020	INGER RAND SD-100 VIB ROLL 2005

B.A.B. CONSTRUCTORS, INC.

Partial Equipment List

Private, Confidential and not for distribution

VR-021	INGER RAND SD-100 VIB ROLL 2005
WT-001	GMC 4000 GAL WT 1995
WT-007	STERLING 4000 GAL WT 2003
WT-008	STERLING 4000 GAL WT 2002
WT-009	STERLING 4000 GAL WT 2006
WT-010	PETERBUILT 4500 GAL WT 2005
WW-001	CATERPILLAR 613 6000GAL WW 99

D.A.B. CONSTRUCTORS, INC.

CLIENT/REFERENCE LIST

ENTITY NAME	CONTACT PERSON	PHONE #
FDOT DISTRICT 7	Brian McKinshee	813-744-6000
FDOT DISTRICT 5	Rhonda Daniels	(352) 732-1322
LAKE COUNTY	Jeff Johnson	(352) 483-9024
PASCO COUNTY	David Brown	727-834-3604
HERNANDO COUNTY	Charles Mixon	352-754-4060
Sumter County	Dale Parrot	352-793-0240

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: William Bachschmidt

ADDRESS: D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449

PHONE NO.: 352 447 5488

FAX NO.: 352 447 4133

ALTERNATE RESPONSIBLE AGENT: Debora Bachschmidt

ADDRESS D.A.B. Constructors Inc.
P.O. Box 1589
Inglis, FL 34449

PHONE NO. 352 447 5488

FAX NO. 352 447 4133

SIGNED: _____ DATE: 12-15-10

EXHIBIT F

FORM OF BID BOND

STATE OF FLORIDA

COUNTY OF ALACHUA

KNOW ALL MEN BY THESE PRESENTS:

That we, D. A. B. CONSTRUCTORS, INC. (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 FIVE PERCENT OF BID AMOUNT Dollars ($ 5%), 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 **Project No. 6334 Resurfacing of NW/SW 91st Street from SW8th Avenue to Newberry Road AND Project No. 6316, Cobblefield Roundabout Modifications**, 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 17th day of November ,2010.

WITNESSES.

Secretary

(CORPORATE SEAL)

D. A. B. CONSTRUCTORS, INC.
(Name of Corporation)

By
(Signature and Title)

William J. Bachschmidt, Vice President

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

Tom S. Lobrano, IV (Agent and Attorney-in-Fact)

2110 Herschel St, Jacksonville, FL 32204
(Street)

INSURANCE COMPANY
ARCH INSURANCE COMPANY
(Surety Company)

By:

Tom S. Lobrano, IV, Attorney-In-Fact & Florida Resident Agent

Address 3 Parkway, Suite 1500

Philadelphia, PA 19102
(City/State/Zip Code)

Telephone No. (813) 371-3314

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Tom S. Lobrano IV of Jacksonville, FL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of September, 20 09.

Arch Insurance Company

Attested and Certified

Martin J. Nilsen, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Brian C. Kuhn, Notary Public
City of Philadelphia, Philadelphia County
My commission expires December 06, 2011

Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 16, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of November, 20 10.

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102

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 I. 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):

FDOT Prequalification included with Bid Package

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 12-15-10

July 26, 2006

April 12, 2011 Regular BoCC Meeting
Agenda Item #22

Title
Comprehensive Plan Amendment to Update the Capital Improvements Element (CPA 01-11) (Amended)

Amount
N/A

Description
Request Adoption of an amendment to the Alachua County Comprehensive Plan, Capital Improvements Element to update the schedule of capital improvement projects for recreation and public schools.

Recommendation
Adopt Comprehensive Plan Amendment CPA 01-11 as provided in the attached staff report.

Alternative(s)
Do not adopt Comprehensive Plan Amendment CPA 01-11.

Requested By
Ben Chumley, Senior Planner, 374-5249 ext. 2419

Originating Department
Growth Management

Attachment(s) Description
Ordinance to adopt CPA 01-11; Staff Report; Supplemental Data and Analysis; Presentation.

Documents Requiring Action
Ordinance to adopt Comprehensive Plan Amendment CPA 01-11.

Executive Summary
Section 163.3177(3)(b)1, Florida Statutes, requires that the Capital Improvements Element of the Comprehensive Plan must be reviewed on an annual basis, and modified as necessary in order to maintain a financially feasible schedule of capital improvements. This required update of the Comprehensive Plan is generally initiated after the County adopts it's fiscal year budget and the School Board adopts its 5-Year Facilities Work Plan each year. The Comprehensive Plan project schedules are reviewed and updated as needed to be consistent with the adopted County budget and the School Board Facilities Work Plan. Staff has reviewed the Alachua County Comprehensive Plan, Capital Improvements Element and has identified necessary changes to the adopted schedule of capital improvements for recreation and public school facilities. The proposed amendment updates the schedule of recreation capital improvement projects for Fiscal Years 2011 through 2015, consistent with the Capital Improvements Program contained in the adopted Alachua County FY 2010-2011 Budget. The proposed amendment also updates the schedule of public school capital improvement projects consistent with the School Board of Alachua County's 5-Year District Facilities Work Program adopted in 2010.

Background
The Comprehensive Plan Capital Improvements Element contains schedules of capital improvements (also known as the Capital Improvements Program, or "CIP") which identify capacity-related projects that are necessary to maintain the County's level-of-service standards for public facilities which are adopted in the Comprehensive Plan. The currently adopted Alachua County

Comprehensive Plan contains schedules of capital improvement projects for recreation, public schools, and transportation. Each of these project schedules were last updated as part of the Comprehensive Plan Amendment "CPA 01-09", which was adopted by the County Commission in January 2010. The proposed amendment updates the schedule of capital improvement projects for recreation and public school facilities. The updates to the recreation project schedule are consistent with the FY 2010-2011 adopted County budget; and the updates to the public school facilities project schedule are consistent with the School Board's 5-Year Facilities Work Plan adopted in 2010. There are no proposed updates to the transportation portion of the CIP as part of this amendment. The attached staff report and supplemental data and analysis provide a detailed description of the proposed amendment, including a general level of service analysis of various public facilities.

Issues
Does the County Commission want to adopt the amendment to the Comprehensive Plan for the annual update of the Capital Improvements Element?

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Staff Report CPA 01 11.pdf
Attachment: Presentation CPA 01 11.pdf
Attachment: Supplemental Data CPA 01 11.pdf
Attachment: Ordinance CPA 01 11.PDF

Alachua County
Office of Planning and Development Staff Report

Application Number: CPA-01-11 Staff Contact: Ben Chumley, Sr. Planner 352-374-5249

Local Planning Agency	**Hearing Date: March 16, 2011**
Board of County Commissioners	**Adoption Hearing Date: April 12, 2011**

SUBJECT: Amendment to the Alachua County Comprehensive Plan Capital Improvements Element to update the Capital Improvements Program as required by Section 163.3177(3)(b)1, Florida Statutes.

APPLICANT/AGENT: Alachua County

STAFF RECOMMENDATION: Adopt the proposed amendment with the bases for approval found in the staff report.

LPA RECOMMENDATION: **Adopt CPA 01-11 as provided in the staff report.**

DCA ORC COMMENTS: N/A (Per Florida Statutes Section 163.3177(3)2, Capital Improvements Element amendments require only a single public hearing for adoption before the local governing board, and are exempt from the transmittal process. The Florida Department of Community Affairs (DCA) will not issue an Objections, Recommendations, and Comments (ORC) Report on this amendment.

STAFF REPORT EXHIBITS:

1. Proposed amendments to Capital Improvements Element
2. Supplemental Data and Analysis (separate document)

Analysis of Request

Background

The proposed Comprehensive Plan amendment updates the Capital Improvements Element of the Alachua County Comprehensive Plan 2001-2020 by updating the Capital Improvements Program, as required on an annual basis in accordance Florida Statutes. Section 163.3177(3)(b)1, Florida Statutes, requires that the Capital Improvements Element must be reviewed on an annual basis, and modified as necessary in order to maintain a financially feasible 5-year schedule of capital improvements. The schedule of capital improvements in the Comprehensive Plan (also known as the Capital Improvements Program, or "CIP") identifies projects which are necessary to ensure that the adopted level-of-service standards for public facilities subject to concurrency are achieved and maintained. The Comprehensive Plan CIP does not include all County capital projects; only those which impact the level of service for public facilities subject to concurrency. The proposed amendment will ensure that the costs and timing of the projects identified in the Comprehensive Plan CIP remain consistent with the most recently adopted Alachua County budget and the School Board of Alachua County's 5-Year District Facilities Work Program for public school facilities.

The adopted Alachua County Comprehensive Plan contains a schedule of capital improvement projects for transportation facilities, public school facilities, and recreation facilities. These schedules were last updated as part of the Comprehensive Plan Amendment "CPA 01-09" which was adopted by the County Commission in January 2010, and went into effect on April 13, 2010.

The proposed updates to the CIP would include changes to the time frames, project descriptions, costs, and anticipated revenue sources for recreation and public school facilities. The transportation portion of the CIP is not proposed to be updated at this time.

The proposed amendment is summarized below. There is also a supplemental report containing more detailed data and analysis.

Transportation Facilities

The transportation portion of the CIP is not proposed to be updated as part of this annual update process. The CIP for transportation facilities is provided in Table 1 of the adopted Capital Improvements Element, titled "FY 2010-2030 Multimodal Transportation Capital Improvements Program". The transportation CIP was substantially updated as part of the County's new Mobility Plan to more effectively link land use and transportation (Comprehensive Plan Amendment "CPA 01-09"), which was adopted by the County Commission on January 26, 2010, and went into effect on April 13, 2010. This amendment adopted a new long range CIP for multimodal transportation which identifies projects and funding for fiscal years 2010 through 2030. The transportation CIP is divided into three time frames, with funding identified for the time periods of: FY 2010-2020, FY 2020 to

2025, and FY 2025-2030. In addition to adopting a new long range CIP for multimodal transportation, the Mobility Plan also substantially modified the County's level of service standards for transportation to implement a new district-based approach to concurrency for roadways (automobile traffic) within the Urban Cluster, and to adopt new level of service standards for pedestrian, bicycle, and express transit facilities. The amendments to adopt the new Mobility Plan were found by DCA to be in compliance with state statutes, including the requirements for a financially feasible CIP.

The County's Mobility Plan, including the new level of service standards and long range transportation CIP, are still in the early stages of implementation. During the time since the new level of service standards and long range CIP became effective in April 2010, the County has adopted Comprehensive Plan amendments establishing an Urban Service Area and Transportation Concurrency Exception Area with related policies for a portion of the Urban Cluster; and establishing policies for creation of backlog authorities and backlog plans. These amendments to the Comprehensive Plan were adopted in October 2010 and became effective on January 3, 2011.

There has been very little new development in the County since the new long range transportation CIP went into effect in April 2010. In Fiscal Year 09-10 (year ending September 30, 2010), there were only 171 residential units approved as part of final development plans in the unincorporated County, all of which were located within existing approved planned developments (PDs). Likewise, none of the capital improvement projects identified in the recently adopted transportation CIP have been completed to date because there has not been a significant amount of new development to generate the need for the improvements.

The County is currently in the process of developing additional options for funding transportation improvements in accordance with the Comprehensive Plan. These include establishment of a Multimodal Transportation Mitigation (MMTM) process, which would allow for the concurrency requirement to be satisfied through payment of a fee based on the Vehicle Miles of Travel (VMT) associated with new development. The MMTM is expected to be adopted as part of the County's Unified Land Development Code in mid-2011.

Given the recent adoption of the new long range transportation CIP (effective April 13, 2010), the lack of new development during the past year, and the ongoing implementation activities associated with the County's Mobility Plan, including various funding options, there are no changes proposed at this time to the Fiscal Year 2010-2030 Multimodal Transportation Capital Improvements Program. The currently adopted transportation CIP is included for reference in Exhibit 2 of the staff report. It is expected that the transportation CIP will be updated as part of the next annual update of the CIP beginning in late-2011.

Data and analysis relating to transportation level of service, VMT, and Mode Share has been provided as part of this CIP update process and is included in Exhibit 2 of the staff report.

Public School Facilities

The Capital Improvements Program for public school facilities is provided in Table 4 of the Capital Improvements Element of the Comprehensive Plan. The currently adopted public schools CIP is for Fiscal Years 2010-2014, and is based on the "Capacity Project Schedule" included in the School Board of Alachua County's 5-Year District Facilities Work Program, adopted in October 2009. The District Facilities Work Program provides a financially feasible capital outlay plan for the School District, and is updated annually in accordance with the requirements of Florida Statutes.

An updated District Facilities Work Program for 2010-2011 was adopted by the School Board on October 5, 2010, and includes an updated "Capacity Project Schedule" for fiscal years 2011-2015, which identifies the capital outlay projects necessary to ensure the availability of classroom capacity for the projected student enrollment in K-12 programs for that 5-year period.

The proposed Comprehensive Plan amendment would update the currently adopted schedule of capacity projects for public school facilities (Table 4 of Capital Improvements Element) consistent with the "Capacity Project Schedule" for fiscal years 2011-2015 provided in the most recently updated District Facilities Work Program. Data and analysis relating to public school capacity and enrollment has been provided and is included in Exhibit 2 of the staff report.

Recreation Facilities

The Capital Improvements Program for recreation facilities is provided in Table 5 of the Capital Improvements Element of the Alachua County Comprehensive Plan. The adopted table includes projects for both Activity Based and Resource Based Recreation facilities for the five year period of Fiscal Year 09-10 through 13-14. The resource-based recreation projects include both resource based parks and improved portions of certain Alachua County Forever lands for which the County Commission has adopted management plans.

The recreation schedule of capital improvements has been updated to remove fiscal year 2009-2010 and add fiscal year 2014-2015; remove projects which have been completed or were funded in the County budget prior to FY 2011 (Kanapaha Park community center, Grove Park restroom, Poe Springs Park retaining wall, and Santa Fe Lake Park restroom); add new projects which are programmed in the currently adopted Alachua County budget (Squirrel Ridge Park restroom); and adjust funding levels for various projects in accordance with the adopted County budget.

For the portions of Alachua County Forever (ACF) lands which may be counted toward resource based recreation (e.g., improved areas such as trails, interpretive signage, and viewing areas), any improvement projects which are identified within the management plans approved by the County Commission for those lands have been included in the proposed recreation capital improvements schedule.

Comprehensive Plan Consistency

The proposed Comprehensive Plan amendment has been analyzed for internal consistency with the adopted Alachua County Comprehensive Plan 2001-2020. The proposed amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including the following:

Future Land Use Element

Policy 7.1.13 The County shall prepare and annually update a 5 year Capital Improvement Program in accordance with the Capital Improvements Element of this Plan.

Consistency: The County prepared its annual 5-year Capital Improvement Program as part of the County budget process. The Capital Improvements Program is contained in Section 6 of the Alachua County Fiscal Year 2011 Adopted/Fiscal Year 2012 Planned Budget, adopted by the County Commission on September 28, 2010. The projects included in the update of the Comprehensive Plan Capital Improvements Program are consistent with the Capital Improvement Program of the County's adopted budget.

Transportation Mobility Element

Policy 1.1.6.1 The annual update of the Capital Improvements Element (CIE) shall include a roadway LOS analysis that demonstrates that the Areawide LOS for each Transportation Mobility District is being achieved. The annual update shall include a LOS analysis of SIS facilities and shall demonstrate consistency with the Strategic Intermodal System (SIS) Mitigation Plan (Alachua County Growth Management Department January 26th, 2010). The annual update shall also demonstrate that progress is being made toward achieving the identified bicycle, pedestrian and transit LOS. To measure and evaluate the effectiveness of the Transportation Mobility Districts policies, the annual update of the CIE shall also include a vehicle miles of travel (VMT) and mode share analysis for each Transportation Mobility District and the Urban Cluster.

Consistency: Analyses of area-wide level of service for each Mobility District, Strategic Intermodal System (SIS) level of service, vehicle miles of travel (VMT), and mode share are included in the supplemental data and analysis in Exhibit 2 of the staff report.

Intergovernmental Coordination Element

Policy 3.1 Alachua County shall coordinate the timing and location of capital improvement projects, as provided for in Objective 1.1 and implementing policies of the Capital Improvements Element.

Consistency: The proposed amendment to the Capital Improvement Program for public school facilities has been prepared in coordination with the School Board of Alachua County through review of the 5 Year District Facilities Work Program for public school facilities.

Capital Improvements Element

OBJECTIVE 1.1

Coordinate the timing and location of capital improvement projects with improvement projects of other agencies and jurisdictions and ensure that the Capital Improvements Element (CIE) is consistent with other elements of the Comprehensive Plan.

Policy 1.1.5 Alachua County shall annually adopt and implement a financially feasible Capital Improvements Program which identifies and coordinates the timing of capital projects needed to maintain the adopted levels of service identified in the Comprehensive Plan.

Consistency: The proposed amendment serves as the required annual review and update of the Capital Improvements Program identified in the Comprehensive Plan. The proposed changes to the schedules of capital projects include updated information on project descriptions, costs, and timing, based on information in the adopted County budget. The County will continue to meet its adopted level of service standards for public facilities which are subject to concurrency as detailed in the supplemental data and analysis in Exhibit 2 of the staff report.

Staff Recommendation

Staff recommends **adoption** of CPA-01-11 with the following bases.

Bases

1. The proposed amendment is consistent with the goals, objectives, and policies of the Capital Improvements Element of the Comprehensive Plan.

2. The proposed amendment is consistent with the requirements of Section 163.3177(3)(b), Florida Statutes.

3. The proposed amendment is consistent with the capital improvement projects, timing, and funding levels identified in the Alachua County FY 2011 Adopted budget.

Exhibit 1
Text Amendments to Capital Improvements Element

1. Replace the currently adopted Public School Facilities Schedule of Capacity Projects for Fiscal Years 2010-2014 (Table 4 of Capital Improvements Element) with the following updated table for Fiscal Years 2011-2015:

Table 4. Public School Facilities Schedule of Capacity Projects, FY 2011-2015 (proposed)

Project Description	Location		2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Total	Funded
New Classroom Building	SANTA FE SENIOR HIGH	Planned Cost:	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
		Student Stations:	250	0	0	0	0	250	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	13,553	0	0	0	0	13,553	
New Elementary School "H"	Location not specified	Planned Cost:	$15,275,000	$0	$0	$0	$0	$15,275,000	Yes
		Student Stations:	708	0	0	0	0	708	
		Total Classrooms:	36	0	0	0	0	36	
		Gross Sq Ft:	114,284	0	0	0	0	114,284	
		Planned Cost:	$18,275,000	$0	$0	$0	$0	$18,275,000	
		Student Stations:	958	0	0	0	0	958	
		Total Classrooms:	46	0	0	0	0	46	
		Gross Sq Ft:	127,837	0	0	0	0	127,837	

Source: Alachua County School District, 5-Year District Facilities Work Program for 2010-2011, September 30, 2010.

Table 4. Public School Facilities Schedule of Capacity Projects, FY 2010-2014 (currently adopted table to be replaced with the table above)

	Location	Description	2009-10	2010-11	2011-12	2012-13	2013-14	Total
★	Elem. "F" (West Urban CSA)	773 Student Station, Full Core Elementary	$25,000,000					$25,000,000
★	Elem. "G" (High Springs CSA)	487 Student Station, Full Core Elementary	17,500,000					17,500,000
★	Santa Fe High	10 Classroom Building	3,400,000					3,400,000
	High Springs Community	Renovate Media - Bldg. 1 (Phase I)	525,000					525,000
	Sidney Lanier Center	Demo Buildings 5-8 and 10	160,000					160,000
	Idylwild Elementary	Renovate Cafeteria			$525,000			525,000
	Mebane Middle	New Kitchen and Dining Remodel			2,630,000			2,630,000
	Santa Fe High	Remodel Bldgs 09 & 25 (Science to Class)			145,000	$655,000		800,000
	Fort Clarke Middle	New Locker Rooms				1,500,000		1,500,000
	Westwood Middle	Renovate Science Bldgs. 10-13				1,500,000		1,500,000
	Sidney Lanier Center	Media Center & Classroom Remodeling				500,000		500,000
	Newberry Elementary	Food Service Multipurpose Building					$4,000,000	4,000,000
	Bishop Middle	Renovate Classroom Buildings 2-23					2,300,000	2,300,000
		5 Year Total:	$46,585,000	$0	$3,300,000	$4,155,000	$6,300,000	$60,340,000

★ Capacity Projects

Source: Alachua School District 5-Year Facilities Work Program, October 2009.

2. Replace the adopted Recreation Facilities Schedule of Capital Improvements for Fiscal Years 2010-2014 (Table 5 of Capital Improvements Element) with the following updated table for Fiscal Years 2011-2015:

Table 5. Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (proposed)

Activity Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Squirrel Ridge Park *Restroom*			$255,980 (GF & MSTU)			$255,980
Regional Trails *(Paved Walking and Biking Trails,*				$255,980 (GF & MSTU)	$195,980 (GF & MSTU)	$451,960
Park Project to be Determined*	$108,433 (PIF)	$221,205 (PIF	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$993,253
Activity Based Recreation Total						**$1,701,193**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Source Key (shown in parenthesis after dollar amounts)

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Table 5 (continued). Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (proposed)

Resource-Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Owens-Illinois Park *Boardwalk & Pier*		$85,000 (GF & MSTU)	$90,000 (GF & MSTU)	$50,000 (GF & MSTU)		$225,000
M.K. Rawlings Park *Picnic Area*		$80,980 (GF & MSTU)				$80,980
Lake Kanapaha Park *Development*		$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$800,000
Lake Alto Park *Restroom, floating dock, picnic area*			$220,000 (GF & MSTU)	$230,000 (GF & MSTU)		$450,000
Park Project to be Determined*			$30,000 (GF & MSTU)	$30,000 (GF & MSTU)	$370,000 (GF & MSTU)	$430,000
Mill Creek Preserve *Educational signs, paved ADA trail*		$3000 (GF/ACF)			$60,000 (G)	$63,000
Sweetwater Preserve *Interpretive materials, bridge*	Staff Time (N/A) $1000 (GF)			$100,000 (G)		$101,000
Barr Hammock Preserve *Master plan, Levy trailhead, main entrance; trails, amenities, landing overlook, interpretive signs, boardwalk over Levy canal, Levy overlook*	$5000 (ACF/GF)	$22,500 (GF/ACF/G)	$133,000 (G/ACF)	$50,000 (G/ACF)	$25,000 (ACF/G)	$235,500
Lake Alto Preserve *Dock enhancement, boardwalk, develop trail system, entrance feature and open preserve to public*	$60,000 (ACF)	$44,000 (G/ACF/GF)				$104,000
Phifer Flatwoods Preserve *Swamp trail overlook, covered benches, parking area, Marsh Trail Overlook*	$20,000 (ACF/GF)	$53,000 (G/ACF/GF)				$73,000
Watermelon Pond *Trailhead and viewing areas*			$4000 (ACF/GF)			$4000
Resource Based Recreation Total						**$2,566,480**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Sources (shown in parenthesis after dollar amounts):
STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Table 5. Recreation Facilities Schedule of Capital Improvements, FY 2010 – FY 2014
(Currently adopted tables to be replaced by the proposed tables above)

Activity Based Recreation

Project Name and Description	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	Total Project Cost FY 10-14
	Fiscal Year Funding					
Kanapaha Park *Community Center*	$650,000 (WSPP) $310,000 (PIF) $854,000 (GF & MSTU)					$1,814,000
Grove Park *Restroom*		$165,980 (GF & MSTU)				$165,980
Regional Trails *(Paved Walking and Biking Trails)*			$205,980 (GF & MSTU) $50,000 (PIF)	$145,980 (GF & MSTU) $50,000 (PIF)	$365,980 (GF & MSTU) $50,000 (PIF)	$867,940
Activity Based Recreation Total						**$2,847,920**

Funding Source Key:

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Resource-Based Recreation

Project Name and Description	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	Total Project Cost FY 10-14
	Fiscal Year Funding					
Owens-Illinois Park *Picnic Area and Shelter*	$64,850 (GF & MSTU)	$160,000 (GF & MSTU)	$90,000 (GF & MSTU)	$50,000 (GF & MSTU)		$364,850
Poe Springs Park *Retaining Wall*	$112,000 (GF & MSTU)					$112,000
M.K. Rawlings Park *Picnic Area and Floating Dock*		$150,000 (GF & MSTU) $30,000 (BIF)				$180,000
Santa Fe Lake Park *Restroom*	$210,130 (BIF & G)					$210,130
Lake Alto Park *Restroom, floating dock, picnic area, playground, and sports courts*			$160,000 (GF & MSTU) $60,000 (BIF)	$230,000 (GF & MSTU)		$450,000
Lake Kanapaha Park *Nature trails, boardwalk, observation tower, picnic area, restroom, interpretive shelter.*			$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$600,000
Mill Creek Preserve *Hammock Trail, overlook, paved ADA trail*	Staff Time (N/A) $2500 (GF)	$60,000 (G)				$62,500
Sweetwater Preserve *Interpretive materials, kiosk bench, bridge*	Staff Time (N/A) $1000 (GF)	$100,000 (G)				$101,000
Barr Hammock Preserve *Master plan, boardwalk over canal, site development; trails, boardwalk overlook, entrance feature, pave entrance road, open site to public.*		Staff Time (N/A) $52,500 (G)	$133,000 (G/ACF) $250,000 (ACF)	Staff Time (N/A)		$435,500
Lake Alto Preserve *Deck enhancement, boardwalk, develop trail system, entrance feature and open preserve to public*	$50,000 (BIF)	$105,000 (G/ACF)	$5,000 (ACF/GF)			$115,000
Phifer Flatwoods Preserve *New trail, geocaches, marsh trail overlook, parking area, interpretive signage*	Staff Time (N/A) $250 (GF)	$40,000 (G)	$50,000 (G)			$90,250
Resource Based Recreation Total						**$2,725,230**

Funding Source Key:
STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

STAFF REPORT EXHIBIT 2

Supplemental Data and Analysis

Alachua County Comprehensive Plan

Capital Improvements Program Update

CPA 01-11

March 8, 2011

INTRODUCTION

This document provides supplemental data and analysis for CPA 01-11, an amendment to the Alachua County Comprehensive Plan Capital Improvements Element to update the Schedule of Capital Improvements for public facilities in accordance with the requirements of Section 163.3177(3)(b)1, Florida Statutes.

LEVEL OF SERVICE ANALYSIS

The Alachua County Comprehensive Plan contains Level of Service (LOS) standards for public facilities that are subject to concurrency, including transportation, potable water, sanitary sewer, stormwater management, solid waste, recreation, and public school facilities. The following sections discuss the adopted Level of Service standards for each facility or service and the County's capacity to achieve the adopted standards.

POPULATION PROJECTIONS

Population projections provide a basis for evaluating Level of Service standards and determining future public facility demands. Alachua County uses the "Medium" population projections for counties published annually by the University of Florida's Bureau of Economic and Business Research (BEBR). Table 1 shows the "Medium" population projections for Alachua County as provided in Florida Population Studies, Projections of Florida Population by County, 2009-2035, Volume 43, Bulletin 156, March, 2010. Table 1 also provides unincorporated population projections through 2035 using a constant share methodology.

Table 1. Alachua County Population Projections

YEAR	Countywide Population	Annualized Change	Unincorporated Population*	Annualized Change
2000	217,955		104,910*	
2009	256,232	4,253	107,260*	261
2010	257,600	1,368	107,934	674
2015	272,400	2,960	114,136	1,240
2020	289,800	3,480	121,426	1,458
2025	306,900	3,420	128,591	1,433
2030	323,400	3,300	135,505	1,383
2035	338,900	3,100	141,999	1,299

2009-2035: BEBR, Florida Population Studies, Projections of Florida Population by County, 2009-2035, Volume 43, Bulletin 156, March 2010.
2000: United States Census
Unincorporated population projections are calculated as a constant (2009) share of the countywide population through 2030.
*Unincorporated population change from 2000 to 2009 was effected by annexation into municipalities.

TRANSPORTATION

Policy 1.1.4 of the Transportation Mobility Element provides level of service (LOS) standards for multimodal transportation within Urban Cluster Transportation Mobility Districts. Within the Mobility Districts, LOS standards are adopted for roadways, bicycle, pedestrian, and express transit facilities. The adopted LOS standards for the Urban Cluster Mobility Districts are as follows:

	Level of Service (LOS)	Standard of Measure
Pedestrian	B	Based on Presence of a pedestrian facility
Bicycle	B	Based on Presence of a bike lanes / paved shoulders
Express Transit	B	Based on Peak Hour Frequency of 15 minutes or less
Motor Vehicle*	D	Professionally Accepted Traffic Analysis
Motor Vehicle* - SIS**	C	Professionally Accepted Traffic Analysis in consultation with FDOT

* Standard applies to Collector and Arterial Roads

** Strategic Intermodal System

Policy 1.2.1 provides LOS standards for roads outside of the Urban Cluster Mobility Districts, as follows:

Mode of Travel	Level of Service (LOS)
Motor Vehicle – SIS*	B
Motor Vehicle – Multi-lane**	C
Motor Vehicle – Two lane Arterial	C***
Motor Vehicle – Two lane Collector	C

* Strategic Intermodal System, Florida Department of Transportation

** Four or more through lanes

*** LOS D for:

SR 24 (Archer Road) from SW 91st to Levy County
SR 121 (Williston Rd) from SW 62nd to Levy County
SR 26 from NE 39th (SR 222) to Putnam County
CR 241 (NW 143rd) from NW 39th to City of Alachua
SW 122nd (Parker Rd) from SW 24th to SR 24 (Archer Rd)

As discussed in the staff report, the Comprehensive Plan was recently amended to adopt a new Mobility Plan for the County, including a multimodal transportation Capital Improvements Program for Fiscal Years 2010-2030, which went into effect on April 13, 2010 (see Appendix G). The adopted transportation CIP has been reviewed as part of the current CIP update process, and it has been determined that additional updates to the transportation portion of the CIP will not be proposed at this time.

Transportation data and analysis has been provided as part of this amendment, as required by the Comprehensive Plan. Policy 1.1.6.1 of the Transportation Mobility Element requires that the annual update of the Capital Improvements Program shall include a roadway LOS analysis that demonstrates that the Areawide LOS for each Transportation Mobility District is being achieved. The annual update is also required to include a LOS analysis of SIS facilities and demonstrate consistency with the Strategic Intermodal System (SIS) Mitigation Plan (Alachua County Growth Management Department January 26th, 2010). The annual update must also demonstrate the progress being made toward achieving the identified bicycle, pedestrian and transit Level of Service. To measure and evaluate the effectiveness of the Transportation Mobility District policies, the annual update of the CIP is also required to include a vehicle miles of travel (VMT) and mode share analysis for each Transportation Mobility District and the Urban Cluster.

Roadway Level of Service inside Urban Cluster Transportation Mobility Areas

The adoption of CPA-01-09 set up an areawide Level of Service (LOS) for roadways inside the Urban Cluster that are not a part of the State's Strategic Intermodal System (SIS). Additionally, roadways are grouped in north-south and east-west to capture the major traffic movements within the County. A Traffic Volume to Capacity ratio (V/C Ratio) is established areawide and for the directional combinations. The Urban Cluster is currently meeting the adopted LOS "D" by maintaining V/C ratios below 1.0 for each Transportation Mobility District and for the Urban Cluster as a whole. The current level of service on non-SIS roads is in **Tables 1 and 2** below.

TABLE 1

URBAN CLUSTER TRANSPORTATION MOBILITY AREAS			
	Northwest	Southwest	East
Existing			
Existing AADT	209,000	162,750	61,500
Existing MSV	307,500	263,300	159,000
Existing V/C Ratio	0.68	0.62	0.39
Miles of Road	27.7	31.4	24.1

TABLE 2

URBAN CLUSTER TRANSPORTATION MOBILITY AREAS						
	Northwest		Southwest		East	
	Existing					
	N/S	E/W	N/S	E/W	N/S	E/W
Existing AADT	124,800	84,200	39,400	123,350	23,800	37,700
Existing MSV	163,800	143,700	75,400	187,900	64,900	94,100
Existing V/C Ratio	0.76	0.59	0.52	0.66	0.37	0.40
Miles of Road	11.7	16.0	13.0	18.4	8.0	16.1

Roadway Level of Service on the Strategic Intermodal System

As described in the staff report, amendments to the Comprehensive Plan to adopt the County's new Mobility Plan went into effect less than one year ago and very little has changed since that time in terms of the Level of Service on SIS facilities. None of the SIS facilities in the Urban Cluster are currently over capacity with existing traffic. The County has adopted an SIS Mitigation Plan to address capacity issues through parallel roadways and additional transportation mode choice options in the SIS corridors. **Table 3** shows the existing level of service on SIS facilities within the Urban Cluster.

Table 3

ROADWAY	FROM	TO	District	LOS Standard	# of Lanes	Length of Segment	Existing AADT	Daily Capacity	Existing LOS
STRATEGIC INTERMODAL SYSTEM (SIS) ROADS IN URBAN CLUSTER									
Hawthorne Rd. (SR 20)	SE 27th Street	SE 43rd Street	E	C	4	1.1	14,900	34,700	C
Hawthorne Rd. (SR 20)	SE 43rd Street	CR 329B (Lakeshore Dr)	E	C	4	1.0	9,600	32,800	B
Interstate 75	Williston Rd (SR 121)	Archer Road (SR 24)	SW	D	6	1.3	64,000	105,800	C
Interstate 75	Archer Road (SR 24)	Newberry Road (SR 26)	SW	D	6	3.5	79,000	103,600	C
Interstate 75	Newberry Road (SR 26)	NW 39th Ave (SR 222)	NW	C	6	2.6	72,000	85,300	C
Newberry Road (SR 26)	I-75	NW 122nd St (Parker Rd)	NW	C	4	3.0	28,500	34,700	B
Newberry Road (SR 26)	NW 122nd St	NW 143rd St (CR 241)	NW	C	4	1.5	24,000	34,700	B
Newberry Road (SR 26)	NW 143rd St (CR 241)	NW 170th (CR 241)	NW	C	4	1.6	14,900	32,800	B
NW 39th Ave (SR 222)	NW 43rd St	I-75	NW	D	4	3.5	31,000	35,700	C
Williston Rd (SR 331)	University Ave	US 441 (SW 13th St)	E	C	4	3.4	15,700	34,700	B
Williston Rd (SR 331)	US 441 (SW 13th St)	I-75	E	C	4	2.3	26,000	34,700	B

Roadway Level of Service outside of Urban Cluster Transportation Mobility Areas

All rural area roadways with the exception of I-75 between Williston Road and the Marion County Line meet their adopted levels of service per Transportation Mobility Element Policy 1.2.1. I-75 is part of the Federal Highway System, and the majority of the traffic on this segment of the roadway is made up of interstate, freight, tourist and out-of-County commuter traffic. County land uses in the area of this segment are rural, agricultural, forestry and preservation.

Pedestrian, Bicycle and Transit Level of Service

Transportation Mobility Element Policy 1.1.6.1 states that a report will be provided as part of the annual CIP update regarding progress towards the pedestrian, bicycle and express transit level of service. Express transit is not set to begin in the Urban Cluster until 2015, so there is only early pre-planning going on at this stage with the Regional Transit System. There were several projects completed in 2010 as part of the bicycle and pedestrian work program, consistent with the Capital Improvements Program. Those completed bicycle and pedestrian projects can be found in **Table 4**. RTS ridership data for the unincorporated County can be found in **Table 5**.

Table 4: Bicycle Pedestrian Projects Completed in 2010

Corridor	Limits	Project Description	Project Length (miles)
CR 235A	US 441 to NW 23n	6' Sidewalk	0.7
SW 122nd St	SW 24th Ave to Archer Road	Instreet bike lanes	4.3
SW 8th Avenue	SW 91st St to SW 67th Terr	6' sidewalk	1.5
West University Ave	Tower Road to NW 4th Blvd	6' sidewalk	0.5
		Total	7.0

Table 5: 2010 Transit Ridership on Routes in the Unincorporated Area

2010 ridership for RTS weekday routes with at least 30% of operating hours in the unincorporated area

Route	Total Ridership
Route 75 Butler Plaza to Oaks Mall	249,326
Route 7 Downtown to Eastwood Meadows	102,918
Route 13 Florida Works to Shands	383,349
Route 43 SFC to Downtown	179,976
Route 10 SFC to Downtown	87,428

Vehicle Miles of Travel (VMT) Analysis

The most recent data available for the Vehicle Miles of Travel (VMT) analysis is 2008 data. In 2008, the average daily VMT per capita inside the Urban Cluster was **5.63**. This VMT figure is derived from multiplying the number of average annual daily vehicle trips on each segment of roadway in the Urban Cluster by the length of each segment. Dividing this number by the countywide population gives a VMT per capita number that can be tracked over time to track the success of the County's Mobility Plan in reducing the Vehicle Miles of Travel by reducing overall trips and the length of trips. The VMT per capita calculation is: 1,421,900 vehicle miles of travel / 252,388 countywide population.

RECREATION FACILITIES

Alachua County provides activity-based and resource-based recreation facilities within the unincorporated areas of the County. Policy 1.2.4.2.B of the Capital Improvements Element establishes the minimum level of service standards for Recreation facilities in the unincorporated area as follows:

(1) 0.5 acres of improved activity-based recreation sites per 1,000 persons in the unincorporated area of Alachua County; and

(2) 5.0 acres of improved resource-based recreation sites per 1,000 persons in the unincorporated area of Alachua County.

The recreation level of service standards are implemented through the County's concurrency management system in accordance with Policy 1.3.2 of the Capital Improvements Element.

The Alachua County Recreation System consists of 178.91 acres of improved activity-based recreation and 692.27 acres of improved resource-based recreation. The inventory of resource-based recreation facilities includes resource based parks as well as improved portions of county-owned land conservation areas purchased through Alachua County Forever program.

The actual level of service achieved for activity-based recreation, as of December 2010, is 1.66 acres of improved acreage per 1,000 persons in the unincorporated area. For resource-based recreation, the actual level of service achieved is 6.42 acres of improved sites per 1,000 persons in the unincorporated area. Alachua County currently meets the adopted level of service standards for activity-based (0.5 acres per 1,000 persons) and resource-based recreation (5.0 acres per 1,000 persons).

The Recreation Facilities Level of Service Projections, 2010 - 2015 provides an inventory of the acreage of existing and planned improved recreation sites, and the actual level of service achieved relative to unincorporated population projections through 2015 (see Appendix A). This table provides the acreage of existing improved recreation sites and planned recreation improvements that are included in the proposed 5-Year Schedule of Capital Improvements. The data indicates that the actual level of service achieved for recreation facilities in the unincorporated area in the Year 2015 will be 1.85 improved acres per 1,000 persons for activity-based recreation facilities, and 14.58 improved acres per 1,000 persons for resource-based recreation facilities.

During the 5-year period from 2010 through 2015, several capital improvement projects have been identified in the Recreation Schedule of Capital Improvements to maintain the level of service provided for activity-based and resource-based recreation in Alachua County. The project descriptions, costs, and funding sources for the planned recreation capital improvement projects are provided in the proposed Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (see Appendix B).

Based on population projections for the unincorporated area, and with the addition of the recreation capital improvement projects identified in the proposed 5-Year Schedule of Improvements, Alachua County will continue to meet the adopted level of service standards for recreation through 2015.

POTABLE WATER AND SANITARY SEWER

Gainesville Regional Utilities (GRU), which is owned and operated by the City of Gainesville, provides centralized potable water and sanitary sewer services within the unincorporated Urban Cluster. All development within the Urban Cluster is required to connect to both centralized potable water and sanitary sewer per Policy 2.1 of the Potable Water and Sanitary Sewer Element of the Alachua County Comprehensive Plan.

Policy 1.2.4.2.E of the Capital Improvements Element establishes the adopted level of service standards for potable water and sanitary sewer as follows:

Potable Water

Raw water and treatment capacity:	Peak Day
Pumping and distribution capacity:	Peak hour = 1.3 times the peak day
Storage capacity:	One-half of peak day volume in gallons
Minimum pressure:	The system shall be designed for a minimum pressure of 40 psig under forecasted peak hourly demands to assure 20 psig under extreme and unforeseen conditions

Fire demand: guidelines	As determined using Insurance Services Organization

Sanitary Sewerage

Collection System:	1.5 times the peak day
Treatment and Disposal: peak hour flow	Annual average daily flow which allows for anticipated

Municipal Systems- LOS Requirements

GAINESVILLE (GRU)

Potable Water:	
Peak Residential:	317 gallons per day per dwelling unit;
Peak Non-residential:	Average daily demand multiplied by 1.3 as estimated for plant connection fees.
Sanitary Sewerage:	
Peak Day Residential	200 gallons per day per dwelling unit
Peak Day Non-residential:	Average daily flow multiplied by 1.15 as estimated for plant connection fees

The potable water and sanitary sewer levels of service identified in the Alachua County Comprehensive Plan are tied to the operating capacities and treatment volumes of Gainesville Regional Utilities' potable water and sanitary sewer facilities. The City of Gainesville Comprehensive Plan includes capital projects that are necessary to maintain potable water and sanitary sewer operating capacity for the Gainesville Regional Utilities service area.

GRU operates one potable water treatment plant, the Murphree Water Treatment Facility, which provides service to areas within the City of Gainesville and the portions of the unincorporated area within the Urban Cluster. The Murphree Water Treatment Facility has a maximum design capacity of 54 million gallons per day, for the peak day. The current level of water consumption for the GRU potable water service area is about 26 million gallons per day on average.

GRU also operates two sewage treatment plants, Kanapaha and Main Street, which provide service to areas within the GRU service area. The Kanapaha Water Reclamation Facility has a design capacity to treat a maximum of 14.9 million gallons per day, average annual daily flow (AADF). The Main Street Water Reclamation Facility has a design capacity to treat a maximum of 7.5 million gallons per day, average annual daily flow. The two facilities have a combined total treatment capacity of 22.4 million gallons per day (mgd), average annual daily flow. The Kanapaha Facility currently treats about 10.24 mgd while the Main Street Facility treats about

5.10 mgd, for a combined total of 15.34 mgd *(Florida Department of Environmental Protection, 2008 Reuse Inventory Database and Annual Report, May 2010).*

At this time, the St. Johns River Water Management District (SJRWMD) and Suwannee River Water Management District (SRWMD), in conjunction with GRU, are in the process of assessing the sufficiency of water supplies to accommodate future growth over a 20-year time frame. The SJRWMD has designated a Preliminary Priority Water Resource Caution area, which includes GRU's service area and much of Alachua County. It is anticipated that increased conservation and use of reclaimed water will be needed to ensure the long-term viability of the water supply. The water supply assessment and planning process underway at this time will better define the extent to which conservation and reclaimed water use must be increased.

PUBLIC SCHOOL FACILITIES

The Public School Facilities Element (PSFE) was adopted into the Alachua County Comprehensive Plan on June 24, 2008, and became effective on October 3, 2008. Policy 1.2.4.2.F of the Capital Improvements Element provides the adopted level of service standard for public school facilities as follows:

> *The uniform, district-wide LOS standards shall be 100% of Permanent Program Capacity for elementary, middle and high schools. This LOS standard shall apply to all concurrency service areas (CSA) as adopted in the Public Schools Interlocal Agreement, except on an interim basis for the three elementary school concurrency service areas listed below. The interim LOS standards for these three elementary school concurrency service areas shall be as follows for the periods specified below:*
>
> *High Springs CSA – 120% of permanent program capacity through 2010-2011;*
>
> *Newberry CSA – 115% of permanent program capacity through 2010-2011;*
>
> *West Urban CSA – 115% of permanent program capacity through 2010-2011.*
>
> *These LOS standards are applied to School Concurrency Service Areas (SCSAs) as specified in the recently adopted Public School Facilities Element.*

The project descriptions, costs, and funding sources for planned public school capacity improvement projects for the 5-year period of FY 2011 to 2015 are those provided in the most recent 5-Year Facilities Work Program adopted in October 2010 by the Alachua County School Board (see Appendix F). This document represents the best available data which the Florida Department of Education has found in compliance with state requirements.

The Alachua County School District has a current enrollment of 24,374 elementary, middle and high school students, according to the most recent semi-annual School Capacity and Enrollment census published in November 2010 (see Appendix C). Existing core facilities have the capacity to serve 29,150 students, and planned improvements are programmed to address the interim Level of Service to achieve the district-wide LOS standard of 100% of Permanent Program Capacity. Alachua County currently meets the adopted level of service standards for public school facilities.

The Public School Facilities Schedule of Capacity Projects contained in the 5-Year District Facilities Work Program provides a schedule projects adopted by the Alachua County School Board that are necessary to serve the existing and projected student enrollment for the upcoming 5-year period. This schedule, which is updated annually, is also adopted in the Alachua County Comprehensive Plan Capital Improvements Element and updated annually consistent with the 5-Year District Facilities Work Program. For the period of FY 2011 to FY 2015, capital improvement projects are planned which will affect the level of service for public school facilities by adding a new elementary school and adding classrooms to an existing high school (see Appendix E). The data indicates that the actual level of service achieved will meet the adopted Level of Service of 100% of permanent program capacity during the 5 year time frame.

Based on projections for District-wide public school enrollment and with the addition of the planned school construction projects identified in the 5-Year District Facilities Work Program, Alachua County will continue to meet the adopted level of service standards for public school facilities for the 5-year time frame.

SOLID WASTE

Policy 1.2.4.2.C of the Capital Improvements Element establishes the level of service standard for solid waste as 0.73 tons per person per year. The current volume of solid waste processed at the Alachua County transfer station is 0.72 tons per person per year, which includes the populations of Alachua and Gilchrist Counties.

Alachua County has an interlocal agreement with the New River Solid Waste Association for solid waste disposal at the New River Solid Waste Facility in Union County. The current agreement for solid waste disposal between Alachua County and the New River Solid Waste Association is in effect until December 31, 2018.

Alachua County operates a solid waste transfer station to manage the local solid waste stream. The transfer station processes solid waste from Alachua and Gilchrist Counties. The permitted

capacity of the County's transfer station is 1,200 tons per day. Table 6 shows the annualized tons of solid waste per day processed at the Alachua County transfer station over the past 5 years. In 2009, the transfer station processed 627 tons of solid waste per day. The highest tonnage of solid waste processed over the past five years was 643 tons per day in 2008. Recent trends indicate that the actual tonnage of solid waste processed at the transfer station is well below the permitted capacity of the facility.

Table 6. Waste Received at Alachua County Solid Waste Transfer Station FY 2004-2009

	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009
Tons	180,048	135,223	167,050	194,729	199,207	194,454
Annualized Tons Per Day*	581	436	539	628	643	627

Source: Alachua County Public Works Department
* Based on 310 Days Per Year – Transfer Station Permitted Capacity is 1,200 tons per day.

Historically, annual growth in waste generation has been approximately 3%. Using this historical trend as an indicator, Table 7 provides the projected annualized tons of solid waste per day for FY 2010 to 2014 at the transfer station. Based on an estimated 3% growth in waste generation per year for the next five years, the waste received at the Alachua County transfer station will remain below its permitted capacity of 1,200 tons per day. There are no solid waste projects needed to maintain the adopted level of service as part of this annual CIP update.

Table 7. Projected Waste Received at Alachua County Solid Waste Transfer Station FY 2010-2014

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Annualized Tons Per Day	646	665	685	706	727

Source: Alachua County Public Works Department and Growth Management Department
* Based on 310 Days Per Year – Transfer Station Permitted Capacity is 1,200 tons per day.

STORMWATER MANAGEMENT

Policy 1.2.4.2.D of the Capital Improvements Element establishes the adopted level of service standards for stormwater management as follows:

Facility	Level of Service
Residential floor elevation	1 foot above the 100 year/ critical-duration storm elevation
Non-residential floor elevation or	1 foot above 100 year/critical-duration storm elev. flood resistant construction
Water Quantity	
Retention basins	100 year/ critical-duration storm or applicable WMD standards

Detention basins	25 year/ critical-duration Storm with 100 year/critical-duration storm routing analysis
Storm sewer systems	3 year/10 minute
Crossdrains	10/25 year/24hr. for closed system; 100 year/24 hr. for open system
Sidedrains	10 year/20 minute

*"Critical-duration" means the duration of a specific storm event (i.e., 100-year storm) which creates the largest volume or highest rate of net stormwater runoff (post-development runoff less pre-development runoff) for typical durations up through and including the 10-day duration event. The critical duration is determined by comparing various durations of the specified storm and calculating the peak rate and volume of runoff for each.

The duration resulting in the highest peak rate or largest total volume is the "critical-duration" storm.
Water Quality treatment criteria for new or modifications to existing facilities shall be provided in accordance with State Water Policy and the applicable local, Water Management District, state and federal requirements.

Stormwater management is provided on a site-by-site basis for new development. The level of service standards are required to be achieved by individual stormwater management facilities within development projects at the time they receive approval from the County. There are no stormwater management projects identified as part of the update of the 5 Year Schedule of Capital Improvements in the Comprehensive Plan.

CAPITAL IMPROVEMENTS ELEMENT DATA AND ANALYSIS

APPENDIX

Appendix A. Recreation Facilities Level of Service Projections 2010 – 2015 15

Appendix B. Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (proposed) 16

Appendix C. Public School Facilities Capacity vs. Enrollment 18

Appendix D. Public School Facilities Revenue Summary, FY 2011 - 2015 19

Appendix E. Public School Facilities Schedule of Capacity Projects, FY 2011 – 2015 (proposed) 20

Appendix F. Alachua County School District 5-Year Facilities Work Program 21

Appendix G. Multimodal Transportation Capital Improvements Program, FY 2010 – 2030 22

* The Alachua County Government FY 2010 - 2011 Adopted and FY 2011 2012 Planned Budget is incorporated by reference as part of the data and analysis for the Capital Improvements Element. The adopted County budget may be found online at:

http://www.alachuacounty.us/Depts/OMB/Pages/BudgetsbyYear.aspx

Appendix A. Recreation Facilities Level of Service Projections 2010 – 2015

Source: Alachua County Public Works Department, December 2010

Appendix B. Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (proposed)

Activity Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Squirrel Ridge Park Restroom			$255,980 (GF & MSTU)			$255,980
Regional Trails (Paved Multiuse and Hiking Trails)				$255,980 (GF & MSTU)	$195,980 (GF & MSTU)	$451,960
Park Project to be Determined*	$168,453 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$993,253
Activity Based Recreation Total						**$1,701,193**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Source Key (shown in parenthesis after dollar amounts):

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Appendix B. (continued) – Recreation Facilities Schedule of Capital Improvements, FY 2011 – FY 2015 (proposed)

Resource-Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Owens-Illinois Park *Boardwalk & Pier*		$85,000 (GF & MSTU)	$90,000 (GF & MSTU)	$50,000 (GF & MSTU)		$225,000
M.K. Rawlings Park *Picnic Area*		$80,980 (GF & MSTU)				$80,980
Lake Kanapaha Park *Development*		$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$800,000
Lake Alto Park *Restroom, floating dock, picnic area*			$220,000 (GF & MSTU)	$230,000 (GF & MSTU)		$450,000
Park Project to be Determined*			$30,000 (GF & MSTU)	$30,000 (GF & MSTU)	$370,000 (GF & MSTU)	$430,000
Mill Creek Preserve *Educational signs, paved ADA trail*		$3000 (GF/ACF)			$60,000 (G)	$63,000
Sweetwater Preserve *Interpretive materials, bridge*	Staff Time (N/A) $1000 (GF)			$100,000 (G)		$101,000
Barr Hammock Preserve *Master plan, Levy trailhead, main entrance; trails, amenities, landing overlook, interpretive signs, boardwalk over Levy canal, Levy overlook*	$5000 (ACF/GF)	$22,500 (GF/ACF/G)	$133,000 (G/ACF)	$50,000 (G/ACF)	$25,000 (ACF/G)	$235,500
Lake Alto Preserve *Dock enhancement, boardwalk, develop trail system, entrance feature and open preserve to public*	$60,000 (ACF)	$44,000 (G/ACF/GF)				$104,000
Phifer Flatwoods Preserve *Swamp trail overlook, covered benches, parking area, Marsh Trail Overlook*	$20,000 (ACF/GF)	$53,000 (G/ACF/GF)				$73,000
Watermelon Pond *Trailhead and viewing areas*			$4000 (ACF/GF)			$4000
Resource Based Recreation Total						**$2,566,480**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Sources (shown in parenthesis after dollar amounts):

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Appendix C. Public School Facilities Capacity vs. Enrollment

November 15, 2010

Schools	Permanent Adjusted Program Capacity	11/4/10 Enrollment School Yr.	Actual Available Capacity	Actual Utilization Percentage
	A	B	C A-B	D B/A
Shell	386	184	202	47.7%
Rawlings	467	295	172	63.2%
Duval	467	317	150	67.9%
Alachua	575	423	152	73.6%
Waldo	244	184	60	75.4%
Metcalfe	442	348	94	78.7%
Irby	564	488	76	86.5%
Archer	521	452	69	86.8%
Lake Forest	422	374	48	88.6%
Finley	503	457	46	90.9%
High Springs Comm.	594	542	52	91.2%
Norton	701	640	61	91.3%
Glen Springs	449	417	32	92.9%
Foster	507	473	34	93.3%
Wiles	724	685	39	94.6%
Williams	565	537	28	95.0%
Chiles	739	713	26	96.5%
Talbot	709	701	8	98.9%
Terwilliger	575	577	-2	100.3%
Newberry	489	513	-24	104.9%
Littlewood	612	669	-57	109.3%
Idylwild	597	660	-63	110.6%
Hidden Oak	743	848	-105	114.1%
Elementary Total	12,595	11,497	1,098	91.3%
Mebane	779	432	347	55.5%
Hawthorne	236	149	87	63.1%
Bishop	1,068	719	349	67.3%
Lincoln	1,083	720	331	68.4%
High Springs Comm.	392	290	102	74.0%
Kanapaha	1,080	911	169	84.4%
Westwood	1,142	990	152	86.7%
Oak View	699	637	62	91.1%
Fort Clarke	875	820	55	93.7%
Middle Total	7,324	5,668	1,654	77.4%
Hawthorne (90%)	502	196	306	39.0%
Loften * (60%)	512	229	283	44.7%
Eastside (95%)	1,954	1,413	541	72.3%
Newberry (80%)	620	568	52	91.6%
Gainesville (95%)	1,935	1,828	107	94.5%
Santa Fe (90%)	1,111	1,068	43	96.1%
Buchholz (95%)	1,970	2,117	-147	107.5%
High Total	8,604	7,419	1,185	86.2%
District Schools Total	28,523	24,584	3,937	
AQ Jones	176	71	107	39.9%
Horizon Center	292	120	172	41.1%
Sidney Lanier	369	122	247	33.1%
Prairie View	575	0	575	0.0%
Other Centers / Areas	0	392		
Centers Total	1,414	705		49.9%
DW Total (w/Centers)	29,937	25,289		

* School of choice - countywide attendance area

Source: School Board of Alachua County

http://www.sbac.edu/~facility/pdf/11-12-2010_Capacity_vs_Enrollment.pdf

Appendix D. Public School Facilities Revenue Summary, FY 2011 - 2015

Total Revenue Summary

Item Name	2010 - 2011 Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$15,824,966	$19,369,758	$20,047,700	$20,749,389	$21,475,597	$97,467,390
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($17,140,420)	($19,186,633)	($21,951,771)	($22,040,881)	($21,822,745)	($102,154,450)
PECO Maintenance Revenue	$2,134,989	$2,989,354	$2,107,442	$3,490,323	$3,686,700	$14,320,808
Available 1.50 Mill for New Construction	($1,315,454)	$171,125	($1,904,071)	($1,291,512)	($347,148)	($4,687,060)

Item Name	2010 - 2011 Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Five Year Total
CO & DS Revenue	$167,530	$167,530	$167,530	$167,530	$167,530	$837,650
PECO New Construction Revenue	$0	$70,530	$280,683	$773,858	$535,065	$1,660,434
Other/Additional Revenue	$19,422,924	$1,460,815	$1,455,558	$1,550,126	$1,844,553	$26,033,976
Total Additional Revenue	$19,590,454	$1,698,875	$1,904,071	$2,791,512	$2,547,148	$28,532,060
Total Available Revenue	$18,275,000	$1,870,000	$0	$1,500,000	$2,200,000	$23,845,000

Source: Alachua School District 5-Year Facilities Work Program, October 2010.

Note: The summary table above presents general capital revenues for all School Board capital projects, including those which do not necessarily affect school system capacity for purposes of public school level of service and concurrency.

Appendix E. Public School Facilities Schedule of Capacity Projects, FY 2011 – 2015 (proposed)

Project Description	Location		2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Total	Funded
New Classroom Building	SANTA FE SENIOR HIGH	Planned Cost:	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
		Student Stations:	250	0	0	0	0	250	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	13,553	0	0	0	0	13,553	
New Elementary School "H"	Location not specified	Planned Cost:	$15,275,000	$0	$0	$0	$0	$15,275,000	Yes
		Student Stations:	708	0	0	0	0	708	
		Total Classrooms:	36	0	0	0	0	36	
		Gross Sq Ft:	114,284	0	0	0	0	114,284	
		Planned Cost:	**$18,275,000**	**$0**	**$0**	**$0**	**$0**	**$18,275,000**	
		Student Stations:	958	0	0	0	0	958	
		Total Classrooms:	46	0	0	0	0	46	
		Gross Sq Ft:	127,837	0	0	0	0	127,837	

Source: Alachua School District 5-Year Facilities Work Program, October 2010.

Appendix F. Alachua County School District 5-Year Facilities Work Program

The 5-Year District Facilities Work Program for 2010-2011, adopted by the School Board in October, 2010 is included as part of the data and analysis for the proposed Comprehensive Plan Amendment, and is incorporated herein by reference

http://www.sbac.edu/~facility/pdf/2010_Work_Plan.pdf

Appendix G. Multimodal Transportation Capital Improvements Program, FY 2010 – 2030 (Effective 4/13/10 in Alachua County Comprehensive Plan)

There are no changes proposed to the adopted transportation CIP through amendment CPA 01-11. The adopted CIP is provided for reference.

Roadways and Dedicated Transit Lanes

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
Northwest							
Ft. Clarke Blvd from Newberry Road to NW 23rd Ave	2 Dedicated Transit Lanes	0.50	NW	(5)	Developer funded		
SW 8th Ave/62nd Ave From Tower Road to SW 24th Ave	2 lane reconstruction and extension	1.20	NW	(2) & (4)	$ 3,000,000		
SW 8th Avenue from Tower Road to SW 122nd	Reconstruct, 2 lane upgrade	3.00	NW	(2)	Under Construction		
SW 8th Avenue from SW 122nd to SW 127th	New construction, 2 lanes	0.30	NW	(1) & (6)	$1,170,941		
SW 8th Avenue from SW 127th to SW 136th	New construction, 2 lanes	0.60	NW	(5)	Under Construction		
SW 8th Avenue from SW 136th to SW 143rd	New construction, 2 lanes	0.40	NW	(1) & (6)	$1,561,254		
SW 143rd Street from Newberry Road (SR 26) to SW 8th Ave	Upgrade, 2 lanes	0.60	NW	(1) & (2)	$329,379		
NW 23rd Avenue from NW 55th St to NW 59th Terrace	Widen to 4 lanes	0.30	NW	(1)	$1,496,709		
NW 23rd Avenue from NW 59th Terrace to NW 83rd	Widen to 4 lanes	1.40	NW	(1), (2), (3)		$6,984,641	
NW 23rd Avenue from NW 83rd to Ft. Clarke	Widen to 4 lanes, including bridge over I-75 + Transit Pre-emption Provisions	0.50	NW	(1) & (3)	$ 11,914,515		
NW 23rd Avenue from Ft. Clarke to NW 98th St	Widen to 4 lanes	0.40	NW	(1)		$1,995,612	

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
NW 23rd Avenue Extension from NW 98th St to NW 122nd St Extension	New Construction, 2 lanes	1.30	NW	(1) & (7)			$5,074,076
NW 23rd Avenue Extension from NW 122nd St to CR 241 (NW 143rd St)	New Construction, 2 lanes	1.50	NW	(1) & (7)			$6,965,874
NW 83rd Street from NW 39th Ave to NW 23rd St	2 Dedicated Transit Lanes	1.00	NW	(1) or (8)	$ 7,754,759		
NW 83rd Street from NW 39th Ave to NW 46th Avenue	New roadway + 2 Dedicated Transit Lanes	0.40	NW	(8) & (10)	Developer funded		
NW 83rd Street Ext from Millhopper Road to Santa Fe Northern Boundary	New 2 lane roadway	0.75	NW	(1) or (8)		$2,927,352	
NW 46th Avenue from NW 83rd St Ext to NW 91St Ext	New roadway + 2 Dedicated Transit Lanes	0.40	NW	(8) & (10)	Developer funded		
NW 46th Avenue from NW 91st St Ext to NW 98th St Ext	New 4 lane roadway + 2 Dedicated Transit Lanes & Bridge over I-75	0.90	NW	(9) & (10)	Developer funded		
NW 46th Avenue from NW 98th Ext to NW 115th Ext	New Construction, 2 lanes + Dedicated Transit Lane	0.60	NW	(1)		$2,786,350	
NW 91st St Extension from Terminus to NW 46th Ext	New Construction, 4 lanes	0.25	NW	(9) & (10)	Developer funded		
NW 98th Street Extension from NW 39th to NW 46th Avenue	New Construction, 4 lanes	0.25	NW	(9) & (10)	Developer funded		
Newberry Road (SR 26) from I-75 to NW 109th Drive	Dedicated Transit Lane in median + signal upgrade	2.40	NW	(1), (2), (3), (11)		$2,867,849	
Newberry Road (SR 26) from NW 109th Drive to CR 241 (NW 143rd)	Dedicated Transit Lane in median + resurface & signal upgrade	1.90	NW	(1), (2), (3), (11)		$4,445,363	
NW 115th St from NW 39th Ave to NW 46th Ave	New Construction, 2 lanes + Dedicated Transit Lane	0.25	NW	(1) & (7)		$2,128,702	

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
NW 122nd St / 115th St from Newberry Road to NW 39th Ave	New Construction, 2 lanes + Dedicated Transit Lane	2.30	NW	(1) & (7)			$ 8,977,212
SW 122nd St from Newberry Rd to SW 8th Ave	Dedicated Transit Lane	1.00	NW	(1) & (5)			$ 902,510
Total Projected Cost					$27,227,556	$24,135,868	$21,919,673

Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF Campus Master Plan Agreement; (5) Developer Funded; (6) Potential Developer - means roadway may be constructed in conjunction with a development ; (7) Developer - means roadway constructed only in conjunction with a development; (8) Santa Fe DRI - Projected to be constructed by DRI, not currently in DRI ADA (9) Springhills DRI - Projected to be constructed by DRI, not currently in DRI ADA; (10) Major roadway internal to DRI needed to address internal circulation and potentially reduce external impact, not currently in DRI ADA, number of lanes to final traffic ; (11) State Funds - County would pursue State Funds, No funds currently allocated. The NW 83rd Extension from Santa Fe DRI to Millhopper Road is pending a more detailed model analysis; any changes will be reflected in the next Capital Improvements Element Update.

Southwest

SW 62nd Ave/SW 63rd Blvd and Archer Road	Northbound Left Turn Lane & Intersection	0.1	SW	Developer funded			
SW 20th Ave I-75 Bridge from SW 62nd Ave to SW 52nd Ave	Widen, 4 lanes with bridge over I-75	0.50	SW	(1) & (3)	$8,741,308		
SW 73rd Ave Extension from SW 80th Drive to SW 75th Street	New Construction, 2 lane road	0.30	SW	(5)	Developer funded		
SW 91st Street / SW 73rd Ave Extension from Archer Road to SW 88th St	New Construction, 2 lane road	0.30	SW	(1) & (6)	$ 1,170,941		
SW 30th Ave I-75 Bridge from SW 45th St to SW 24th Ave	New 4 lane bridge over I-75 + Dedicated Transit Lane(s) & Archer Braid Trail Crossing	0.30	SW	(1), (3) , (7)	$12,944,284		
SW 45th St from Archer Road to I-75	New Construction, 2 lanes + Dedicated Transit Lane(s)	0.75	SW	(7)	Developer funded		

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
Williston Road from I-75 to SW 63rd	Widen to 4 lanes	0.75	SW	(11)		$3,741,772	
Archer Road from SW 75th St to SW 45th St	Dedicated Transit Lane + signal upgrade	2.00	SW	(1), (2), (3), (11)		$ 2,173,208	
SW 62nd Ave from Archer Rd to Williston Rd	Reconstruct, 2 lane upgrade	1.95	SW	(1) & (2)		$2,337,155	
Archer Road from SW 75th Terr to SW 91st St	Widen, 4 lanes + Dedicated Transit Lane	1.25	SW	(1), (3), (11)		$9,481,720	
Tower Road from SW 8th Ave to Archer Road	Reconstruct, 2 lane divided	3.00	SW	(1), (2), (3)			TBD - 60% Design
SW 47th Road from SW 63rd to Archer Road	New Construction, 2 lanes + 2 lane upgrade of existing road	1.50	SW	(1) & (6)			$4,177,618
SW 57th Road from SW 75th to SW 63rd	New Construction, 2 lanes	1.40	SW	(1) & (6)			$5,464,390
SW 63rd/ SW 67th Ave from SW 24th Ave to Archer Road	New Construction, 2 lanes	1.90	SW	(1) & (6)			$7,415,958
SW 91st St from SW 46th to Archer Road	Dedicated Transit Lane	1.00	SW	(1)			$902,510
SW 122nd St from SW 8th Ave to SW 37th Ave	Dedicated Transit lane	1.75	SW	(1) & (5)			$1,579,393
Total Projected Cost					$22,856,582	$17,733,856	$19,539,868

Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF Campus Master Plan Agreement; (5) Developer Funded; (6) Potential Developer - means roadway may be constructed in conjunction with a development ; (7) Developer - means roadway constructed only in conjunction with a development; (8) Santa Fe DRI - Projected to be constructed by DRI, not currently in DRI ADA (9) Springhills DRI - Projected to be constructed by DRI, not currently in DRI ADA; (10) Major roadway internal to DRI needed to address internal circulation and potentially reduce external impact, not currently in DRI ADA; (11) State Funds - County would pursue State Funds, No funds currently allocated. Tower Road from SW 8th Avenue to Archer Road is currently pending 60% design plan review. Final project description and cost estimate will be reflected in the next Capital Improvements Element Update.

East

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
SE 43rd St from E. University Ave to Hawthorne Rd (SR 20)	Center Turn Lane, Signal at E. University Ave	1.1	E	(1) & (6)	$864,535		
Hawthorne Road from SE 27th to SE 43rd	Dedicated Transit Lanes (Reconfigure existing roadway, add multi-use path)	1.1	E	(1) & (11)		$1,564,683	
NE 39th Avenue (SR 222) from Gainesville Regional Airport to NE 27th	Widen to 4 lanes	1.6	E	(1), (3), (11)			$12,900,184
Waldo Road from Future County Fairgrounds to Gainesville Regional Airport	Dedicated Transit Lane	1.5	E	(1)			$1,353,765
Total Projected Cost					$864,535	$1,564,683	$14,253,949

Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF Campus Master Plan Agreement; (5) Developer Funded; (6) Potential Developer - means roadway may be constructed in conjunction with a development ; (7) Developer - means roadway constructed only in conjunction with a development; (8) Santa Fe DRI - Projected to be constructed by DRI, not currently in DRI ADA (9) Springhills DRI - Projected to be constructed by DRI, not currently in DRI ADA; (10) Major roadway internal to DRI needed to address internal circulation and potentially reduce external impact, not currently in DRI ADA; (11) State Funds - County would pursue State Funds, No funds currently allocated

Bicycle and Pedestrian Projects

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
Northwest							
SW 8th Ave from SW 122nd St SW 91st St	Multiuse off-road facility	2.0	NW	(1), (2), (6)	$395,000		
SW 8th Ave from SW 75th Street to East Terminus	Sidewalk facility	0.5	NW	(1), (2), (6)	$60,000		
W. University Ave from SW 75th St to East Terminus	Sidewalk facility	0.5	NW	(1), (2), (6)	$62,000		
NW 98th Street from NW 23rd Ave to NW 39th Ave	Multiuse off-road facility	1.0	NW	(1), (2), (6)	$260,000		
NW 143rd St (CR 241) from Newberry Road to NW 39th Ave	Multiuse off-road facility	1.5	NW	(1), (2), (6)		$180,000	
Millhopper Greenway from Millhopper Road to NW 39th	Multiuse off-road facility	1.5	NW	(1), (2), (8)		$180,000	
CR 235A from US 441 to NW 177th Ave	Multiuse off-road facility	1.0	NW	(1), (2), (6)		$ 88,000	
SW 1st Place from NW 79th Dr to SW 77th Terr	Multiuse off-road facility	0.1	NW	(1), (2), (6)		$12,000	
NW 63rd Terr from NW 18th Ave to NW 19th Pl	Multiuse off-road facility	0.1	NW	(1), (2), (6)		$12,000	
SW 122nd St from Newberry Rd to SW 8th Ave	Multiuse off-road facility	2.0	NW	(1), (2), (6)			$240,000
NW 39th Ave from NW 143rd St to I-75	Multiuse off-road facility	3.0	NW	(1), (2), (6)			$324,000
Total Projected Cost					$777,000	$472,000	$564,000

Southwest

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
SW 24th Ave from SW 122nd St to SW 75th St	Filling in gaps of existing multiuse facility	3.0	SW	(1), (2), (5)	$360,000		
Archer Road from City of Archer to I-75	Multiuse off-road facility	9.7	SW	FDOT	$3,000,000		
Archer Braid from Tower Road to Lake Kanapaha	Multiuse off-road facility	1.0	SW	(1), (2), (3), (6)	$300,000		
SW 122nd St from SW 40th Ave to SW 24th Ave	Multiuse off-road facility	2.0	SW	(5)	Developer funded		
SW 41st Pl from Tower Road to Greenleaf	Multiuse off-road facility	0.4	SW	(1), (2), (6)	$48,000		
Archer Braid from Archer Road at 91st St to Tower Road at Veteran's Park	Multiuse off-road facility	2.4	SW	(1), (2), (3), (6)		$650,000	
SW 75th St from SW 73rd Way to 6200 Block of SW Archer Road	Multiuse off-road facility	0.5	SW	(1), (2), (6)		$ 55,000	
SW 20th/24th Ave from Tower Road to I-75	Multiuse off-road facility	1.5	SW	(1), (2), (6)		$180,000	
Archer Braid from Lake Kanahapa to I-75	Multiuse off-road facility	0.7	SW	(1), (2), (3), (6)		$ 600,000	
Tower Road from Archer Road to SW 8th Ave	Multiuse off-road facility	3.2	SW	(1), (2), (6)		$384,000	
SW 62nd Ave/63rd Blvd from Archer Road to Williston Road	Multiuse off-road facility	1.5	SW	(1), (2), (6)			$300,000
SW 122nd St from SW 24th Ave to SW 8th Ave	Multiuse off-road facility	1.0	SW	(1), (2), (6)			$120,000
SW 91st St from Archer Braid Trail to SW 8th Ave	Multiuse off-road facility	0.9	SW	(1), (2), (6)			$504,000
Total Projected Cost					$3,708,000	$1,869,000	$924,000

East

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2010-2020	FY 2020-2025	FY 2025-2030
SE 15th St from SE 14th Ave to Boulware Springs/Hawthorne Trail Entrance	Multiuse off-road facility	1.1	E	(1), (2), (6)	$132,000		
Sweetwater Preserve Connector from Waldo Road (SR 331) to Hawthorne Trail	Multiuse off-road facility	1.0	E	(1), (2), (6)	$120,000		
SE 43rd Street from E. University Ave to Hawthorne Road	Multiuse off-road facility	0.5	E	(1), (2), (6)		$60,000	
NE 27th Ave from SR 222 to SR 26	Multiuse off-road facility	2.7	E	(1), (2), (6)		$324,000	
Kincaid Loop Connector from SE 15th to Hawthorne Road	Multiuse off-road facility	2.8	E	(1), (2), (6)			$336,000
Total Projected Cost					$252,000	$384,000	$336,000

Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF Campus Master Plan Agreement; (5) Developer Funded; (6) Potential Developer - means roadway may be constructed in conjunction with a development ; (7) Developer - means roadway constructed only in conjunction with a development; (8) Santa Fe DRI - Projected to be constructed by DRI, not currently in DRI ADA;

Express Transit and Transit Capital

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2015-2020	FY 2020-2025	FY 2025-2030
Northwest							
Newberry / Jonesville Express	Express Transit Service from Jonesville Activity Center to UF	10.00	NW	(2), (4) thru (9)	$1,375,000	$1,500,000	$1,750,000
Sante Fe / Tower Express	Express Transit Service from SpringHills Activity Center to Archer / Tower Activity Center	9.00	NW	(2), (5) thru (9)	$1,375,000	$1,500,000	$1,750,000
Jonesville Activity Center Park & Ride	Park & Ride	n/a	NW	(1), (4), (5), (7), (8)	$ 360,000		
NW 122nd Park & Ride	Park & Ride	n/a	NW	(7)		$210,000	
NW 98th Area Park & Ride	Park & Ride	n/a	NW	(7)		$210,000	
Ft. Clarke / I-75 Park & Ride	Park & Ride	n/a	NW	(1), (4), (5), (7), (8)	$450,000		
Spring Hills Activity Center Park & Ride	Park & Ride	n/a	NW	(7)	Projected Developer Constructed		
Santa Fe Park & Ride	Park & Ride	n/a	NW	(7)	Projected Developer Constructed		
Santa Fe College Park & Ride	Park & Ride	n/a	NW	(5)	College Funded		
Northwest Express Transit Vehicles	Buses	n/a	NW	(1), (3), (4), (5), (8)	$3,465,000	$2,000,000	$1,700,000
Total Projected Cost					$7,025,000	$5,420,000	$5,200,000

Funding Legend: (1) Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF - Potential Contribution; (5) Santa Fe College - Potential Contribution; (6) Transit Oriented Developments (TOD) - Potential Contribution; (7) Potential Partnership with Private Developers; (8) State & Federal - Potential Funds; (9) Fare Collections

Notes: Express Service Transit frequencies are 15 minutes for two (2) hours in the AM and two (2) hours in the PM. Projected cost shown is for the five year period. Cost shown for Santa Fe / Tower Express is the cost for the entire route from I-75 @ NW 39th Avenue to Tower Road @ Archer Road.

Southwest

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2015-2020	FY 2020-2025	FY 2025-2030
Santa Fe / Tower Express	Express Transit Service from Springhills Activity Center to Archer / Tower Activity Center	9.00	SW	(2), (5) thru (9)	$1,375,000	$1,500,000	$1,750,000
Haile Plantation Express	Express Transit Service from Haile Plantation to UF	10.00	SW	(1), (2), (4), (6) thru (9)	$1,375,000	$1,500,000	$1,750,000
Veterans Park, Park & Ride	Park & Ride	n/a	SW	(1)	$180,000		
Tower / Archer Activity Center Park & Ride	Park & Ride	n/a	SW	(1), (4), (5), (7), (8)	$360,000		
I-75 Park & Ride	Park & Ride	n/a	SW	(1), (4), (7), (8)	$450,000		
SW 62nd Area Park & Ride	Park & Ride	n/a	SW	(7)		$210,000	

Project Name-Location	Project Description	Project Length	Mobility District	Funding Source	FY 2015-2020	FY 2020-2025	FY 2025-2030
SW 91st Park & Ride	Park & Ride	n/a	SW	(1), (4), (7), (8)	$450,000		
Haile Plantation Park & Ride	Park & Ride	n/a	SW	(1)	$180,000		
Southwest Express Transit Vehicles	Buses	n/a	SW	(1), (3), (4), (8)	$3,465,000	$2,000,000	$1,700,000
Total Projected Cost					$7,835,000	$5,210,000	$5,200,000
Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF - Potential Contribution; (5) Santa Fe College - Potential Contribution; (6) Transit Oriented Developments (TOD) - Potential Contribution; (7) Potential Partnership with Private Developers; (8) State & Federal - Potential Funds; (9) Fare Collections							
Notes: Express Service Transit frequencies are 15 minutes for two (2) hours in the AM and two (2) hours in the PM. Projected cost shown is for the five year period. Cost shown for Santa Fe / Tower Express is the cost for the entire route from I-75 @ NW 39th Avenue to Tower Road @ Archer Road.							
East							
Eastside Express Service	Express Transit Service from Eastside Activity Center to UF	6.00	E	(1), (2), (4), (6) thru (9)	$1,375,000	$1,500,000	$1,750,000
Eastside Park Park & Ride	Park & Ride	n/a	SW	(1), (4), (7), (8)	$360,000		
East Express Transit Vehicles	Buses	n/a	E	(1), (3), (4), (8)	$1,925,000	$800,000	$850,000
Total Projected Cost					$3,660,000	$2,300,000	$2,600,000
Funding Legend: (1) Multi-Modal Transportation Fee (Impact Fee / Mobility Fee / Proportionate Share); (2) Gas Tax; (3) Future Sales Tax; (4) UF - Potential Contribution; (5) Santa Fe College - Potential Contribution; (6) Transit Oriented Developments (TOD) - Potential Contribution; (7) Potential Partnership with Private Developers; (8) State & Federal - Potential Funds; (9) Fare Collections							
Notes: Express Service Transit frequencies are 15 minutes for two (2) hours in the AM and two (2) hours in the PM. Projected cost shown is for the five year period. Cost shown for Santa Fe / Tower Express is the cost for the entire route from I-75 @ NW 39th Avenue to Tower Road @ Archer Road.							

Table 1-a: Transportation - FY 2010/2011-2017/2018

Project	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
Newberry Village TOD Transit Operations*					120,000	235,000	245,000	250,000	CDD**
Newberry Village Dedicated Transit Lanes from NW 23rd Avenue to Newberry Road						1,608,000	1,608,000	1,608,000	CDD**
Modifications to I-75 interchange to accommodate Transit						300,000			CDD**
* The annual contribution shall continue at the $250,000 plus cost of living adjustments through FY 28/29 ** Community Development District or other appropriate Developer funded mechanism									

Note: Table 1-a was identified as "Table 3" in Ordinance 10-22. It has been renumbered by codifier to fit document numbering system.

Table 1-b: Transportation - FY 2010/2011-2017-2018

Project	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
SantaFe Village TOD Transit Operations					200,000	250,000	300,000	350,000*	CDD**
SantaFe Village Transit Lanes from NW 39th Avenue to NW 23rd Avenue						2,700,000	2,700,000	2,700,000	CDD**
SantaFe Village Dedicated Transit Lanes north From NW 39th Avenue through to NW 91st Street						1,000,000	1,000,000		CDD**
SantaFe Village Greenway to Millhopper Road							180,000		CDD**
SantaFe Village 83rd Street local road extension								2,927,352	CDD**
* The annual contribution shall continue at the $350,000 plus cost of living adjustments through FY28/29 ** CDD or other developer funded mechanism									

Note: Table 1-b was identified as "Table 4" in Ordinance 10-18. It has been renumbered by codifier to fit document numbering system.

Table 1-c: Transportation - FY 2010/2011-2017-2018

Project	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	Funding Source
Springhills TOD Transit Operations					300,000	450,000	450,000	450,000*	CDD**
Springhills Roadway, Trail, and Dedicated Transit Lanes specified in Policy 2.5.1.5.b.(3)b. of the Future Land Use Element						3,750,000	3,750,000	3,750,000	CDD**
Springhills Dedicated Transit Lanes north From NW 91st Street to I-75						1,000,000			CDD**
NW 91st Street Intersection and roadway upgrade						500,000			CDD**
* The annual contribution shall continue at the $450,000 plus cost of living adjustments through FY 28/29 ** Funding through a Community Development District or other appropriate developer funded mechanism									

Note: Table 1-c was identified as "Table 5" in Ordinance 10-23. It has been renumbered by codifier to fit document numbering system.

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ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11- 2

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY COMPREHENSIVE PLAN BY AMENDING THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE SCHEDULE OF CAPITAL IMPROVEMENTS FOR PUBLIC SCHOOL FACILITIES AND RECREATION FACILITIES (CPA 01-11); PROVIDING FOR CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; LIBERAL CONSTRUCTION; A REPEALING CLAUSE; SEVERABILITY; AND EFFECTIVE DATE.

WHEREAS, Section 163.3184(15)(a), Florida Statutes, requires that any amendment to the Comprehensive Plan or any element or portion thereof be made by ordinance; and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act (Section 163.3161, et. seq.) Florida Statutes and Chapter 9J-5, Florida Administrative Code, require that each local government prepare and adopt a comprehensive land use plan; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make an amendment to the Capital Improvements Element of the Alachua County Comprehensive Plan, to adopt the annual update of the schedule of capital improvements in accordance with Section 163.3177(3)(b), Florida Statutes (CPA 01-11); and,

WHEREAS, such amendments to the Capital improvements Element require only a single public hearing before the governing board for adoption, pursuant to Section 163.3177(3)(b)2., Florida Statutes; and,

WHEREAS, such amendments to the Capital Improvements Element are exempt from the twice-per-year limitation on Plan amendment adoption, pursuant to Section 163.3187(1)(f), Florida Statutes; and,

WHEREAS, a duly advertised public hearing was conducted on March16, 2011 after 5:00 p.m. by the Alachua County Planning Commission acting as the Local Planning Agency (LPA), and the LPA provided its recommendation to the Board of County Commissioners; and,

WHEREAS, at a duly advertised public hearing on April 12, 2011 after 5:00 p.m., the Board of County Commissioners provided for and received public participation, found CPA 01-11 to be in compliance with Chapter 163, Part II, Florida Statutes and 9J-5, Florida Administrative Code, and adopted the amendment, as embodied in Section 1 below.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY:

SECTION 1. **Capital Improvements Element Amendments.** That the Alachua County Comprehensive Plan, Capital Improvements Element Tables 4 and 5 are hereby amended as shown below.

Replace the adopted Public School Facilities Schedule of Capacity Projects, FY 2010-2014 (Table 4 of Capital Improvements Element) with the following updated Public School Facilities Schedule of Capacity Projects, FY 2011-2015:

Table 4. Public School Facilities Schedule of Capacity Projects, FY 2011-2015

Project Description	Location		2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Total	Funded
New Classroom Building	SANTA FE SENIOR HIGH	Planned Cost:	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
		Student Stations:	250	0	0	0	0	250	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	13,553	0	0	0	0	13,553	
New Elementary School "H"	Location not specified	Planned Cost:	$15,275,000	$0	$0	$0	$0	$15,275,000	Yes
		Student Stations:	708	0	0	0	0	708	
		Total Classrooms:	36	0	0	0	0	36	
		Gross Sq Ft:	114,284	0	0	0	0	114,284	
		Planned Cost:	**$18,275,000**	**$0**	**$0**	**$0**	**$0**	**$18,275,000**	
		Student Stations:	958	0	0	0	0	958	
		Total Classrooms:	46	0	0	0	0	46	
		Gross Sq Ft:	127,837	0	0	0	0	127,837	

Source: Alachua County School District, 5-Year District Facilities Work Program for 2010-2011, September 30, 2010.

Replace the adopted Recreation Facilities Schedule of Capital Improvements, FY 2010–FY 2014 (Table 5 of Capital Improvements Element) with the following updated Recreation Facilities Schedule of Capital Improvements, FY 2011- FY 2015:

Activity Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Squirrel Ridge Park *Restroom*			$255,980 (GF & MSTU)			$255,980
Regional Trails *(Paved Walking and Biking Trails)*				$255,980 (GF & MSTU)	$195,980 (GF & MSTU)	$451,960
Park Project to be Determined*	$108,433 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$993,253
Activity Based Recreation Total						**$1,701,193**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Source key (shown in parenthesis after dollar amounts):

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park impact fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

Resource-Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Owens-Illinois Park *Boardwalk & Pier*		$85,000 (GF & MSTU)	$90,000 (GF & MSTU)	$50,000 (GF & MSTU)		$225,000
M.K. Rawlings Park *Picnic Area*		$80,980 (GF & MSTU)				$80,980
Lake Kanapaha Park *Development*		$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$800,000
Lake Alto Park *Restroom, floating dock, picnic area*			$220,000 (GF & MSTU)	$230,000 (GF & MSTU)		$450,000
Park Project to be Determined*			$30,000 (GF & MSTU)	$30,000 (GF & MSTU)	$370,000 (GF & MSTU)	$430,000
Mill Creek Preserve *Educational signs, paved ADA trail*		$3000 (GF/ACF)			$60,000 (G)	$63,000
Sweetwater Preserve *Interpretive materials, bridge*	Staff Time (N/A) $1000 (GF)			$100,000 (G)		$101,000
Barr Hammock Preserve *Master plan, Levy trailhead, main entrance, trails, amenities, landing overlook, interpretive signs, boardwalk over Levy canal, Levy overlook*	$5000 (ACF/GF)	$22,500 (GF/ACF/G)	$133,000 (G/ACF)	$50,000 (G/ACF)	$25,000 (ACF/G)	$235,500
Lake Alto Preserve *Dock enhancement, boardwalk, develop trail system, entrance feature and open preserve to public*	$60,000 (ACF)	$44,000 (G/ACF/GF)				$104,000
Phifer Flatwoods Preserve *Swamp trail overlook, covered benches, parking area, Marsh Trail Overlook*	$20,000 (ACF/GF)	$53,000 (G/ACF/GF)				$73,000
Watermelon Pond *Trailhead and viewing areas*			$4000 (ACF/GF)			$4000
Resource Based Recreation Total						**$2,566,480**

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Sources (shown in parenthesis after dollar amounts):
STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

SECTION 2. **Codification of Plan and Correction of Scrivener's Errors.** The County Manager or designee shall cause the Plan as amended hereby to be codified. Sections of this ordinance may be renumbered or re-lettered to accomplish such codification. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee, without public hearing, by filing a corrected copy of the same with the Clerk of the Circuit Court.

SECTION 3. **Ordinance to be Liberally Construed.** 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 County, Florida.

SECTION 4. **Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

SECTION 5. **Severability.** It is the declared intent of the Board of County Commissioners that, if any section, 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 and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

SECTION 6. **Effective Date**. The effective date of this plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the adopted amendments to be in compliance in accordance with s. 163.3184(9) or (10), Fla. Stat. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before it has become effective. If a final order of non-compliance is issued by the Administration Commission, these amendments may nevertheless be made effective upon the adoption of a resolution affirming their effective status and the receipt of written notice from the Florida Department of Community Affairs, Division of Resource Planning and Management, Plan Processing Team, that it has received a copy of the resolution.

Duly adopted in regular session, this 12th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Director of Growth Management
or Designee

APPROVED AS TO FORM:

_____
Alachua County Attorney

COMPREHENSIVE PLAN AMENDMENT CPA 01-11

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Board of County Commissioners
Public Hearing
April 12, 2011

AMENDMENT SUMMARY

- The Alachua County Comprehensive Plan Capital Improvements Program (CIP) was last updated through amendments which went into effect on April 13, 2010.
- Currently adopted CIP identifies capital projects for transportation, recreation, and public schools.
- Proposed amendment updates the list of capital projects for recreation and public schools consistent with the adopted budget and School Board Facilities Plan.
- No proposed changes to transportation portion of the CIP as part of this update. Transportation CIP expected to be updated as part of next year's CIP update process.

STATE REQUIREMENTS

- Section 163.3177(3)(b)1, Florida Statutes, requires that the Capital Improvements Element of the Comprehensive Plan must be reviewed annually, and modified as necessary to maintain a financially feasible 5-year schedule of capital improvements, or Capital Improvements Program (CIP).
- The CIP identifies capital projects which are necessary to maintain the adopted level of service standards for public facilities subject to concurrency.
- One public hearing for adoption of CIP Updates (no transmittal/state comment process)

RECREATION PROJECTS

- Update the Recreation Facilities Schedule of Capital Improvements for FY 11-15:

Activity Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Squirrel Ridge Park *Restroom*			$255,980 (GF & MSTU)			$255,980
Regional Trails *(Paved Walking and Biking Trails)*				$255,980 (GF & MSTU)	$195,980 (GF & MSTU)	$451,980
Park Project to be Determined*	$108,483 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$221,205 (PIF)	$993,253
Activity Based Recreation Total						$1,701,193

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Source Key (shown in parenthesis after dollar amounts):

STB = Sales Tax Bond
GF = General Fund
DON = Private Donation
PIF = Park Impact Fees
BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

RECREATION PROJECTS (continued)

Resource-Based Recreation

Project Name and Description	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total Project Cost FY 11-15
	Fiscal Year Funding					
Owens-Illinois Park *Boardwalk & Pier*		$85,000 (GF & MSTU)	$90,000 (GF & MSTU)	$50,000 (GF & MSTU)		$225,000
M.K. Rawlings Park *Picnic Area*		$90,980 (GF & MSTU)				$90,980
Lake Kanapaha Park *Development*		$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$200,000 (PIF)	$800,000
Lake Alto Park *Restroom, floating dock, picnic area*			$220,000 (GF & MSTU)	$230,000 (GF & MSTU)		$450,000
Park Project to be Determined*			$50,000 (GF & MSTU)	$90,000 (GF & MSTU)	$370,000 (GF & MSTU)	$430,000
Mill Creek Preserve *Educational signs, paved ADA trail*		$3000 (GF/ACF)			$60,000 (G)	$63,000
Sweetwater Preserve *Interpretive materials, bridge*	Staff Time (N/A) $1000 (GF)			$100,000 (G)		$101,000
Barr Hammock Preserve *Master plan, Levy trailhead, main entrance, trails, amenities, landing overlook, interpretive signs, boardwalk over Levy canal, Levy overlook*	$5000 (ACF/GF)	$23,500 (GF/ACF/G)	$133,000 (G/ACF)	$50,000 (G/ACF)	$25,000 (ACF/G)	$235,500
Lake Alto Preserve *Deck enhancement, boardwalk, develop trail system, entrance feature and open preserve to public*	$60,000 (ACF)	$44,000 (G/ACF/GF)				$104,000
Phifer Flatwoods Preserve *Swamp trail overlook, covered benches, parking area, Marsh Trail Overlook*	$20,000 (ACF/GF)	$53,000 (G/ACF/GF)				$73,000
Watermelon Pond *Trailhead and viewing areas*			$4000 (ACF/GF)			$4000
Resource Based Recreation Total						$2,586,480

* "Park Project to be Determined" is based on programmed funding for park facilities identified in the Capital Improvements Program of the Alachua County adopted budget for Fiscal Year 2011. This funding is programmed for park facilities in the adopted budget, but has not been appropriated to specific park projects at this time.

Funding Sources (shown in parenthesis after dollar amounts):
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BIF = Boating Improvement Fund Grant
G = Grant
WSPP = Wild Spaces/Public Places Sales Tax
ACF = Alachua County Forever Bond
MSTU = Municipal Services Taxing Unit

PUBLIC SCHOOL PROJECTS

Update the Public School Facilities Schedule of Capital Improvements for FY 11-15:

Project Description	Location		2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Total	Funded
New Classroom Building	SANTA FE SENIOR HIGH	Planned Cost:	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
		Student Stations:	250	0	0	0	0	250	
		Total Classrooms:	10	0	0	0	0	10	
		Gross Sq Ft:	13,553	0	0	0	0	13,553	
New Elementary School "H"	Location not specified	Planned Cost:	$15,275,000	$0	$0	$0	$0	$15,275,000	Yes
		Student Stations:	708	0	0	0	0	708	
		Total Classrooms:	36	0	0	0	0	36	
		Gross Sq Ft:	114,284	0	0	0	0	114,284	
		Planned Cost:	$18,275,000	$0	$0	$0	$0	$18,275,000	
		Student Stations:	958	0	0	0	0	958	
		Total Classrooms:	46	0	0	0	0	46	
		Gross Sq Ft:	127,837	0	0	0	0	127,837	

Source: Alachua County School District, 5-Year District Facilities Work Program for 2010-2011, September 30, 2010.

LOCAL PLANNING AGENCY ACTION

On March 16th, 2011 the Local Planning Agency recommended that the Board of County Commissioners adopt CPA 01-11 as provided in the staff report.

STAFF RECOMMENDATION

Adopt amendment CPA 01-11 (Capital Improvements Program Update) as provided in the staff report.

April 12, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Multi-Modal Transportation Mitigation Ordinance (Amended)

Amount
N/A

Description
A public hearing to consider adoption of the Multi-Modal Transportation Mitigation program into the Unified Land Development Code

Recommendation
Approve Ordinance 11-XX, the Multi-Modal Transportation Mitigation Program.

Alternative(s)
Do not approve Ordinance 11-XX Approve Ordinance 11-XX with revisions

Requested By
Jonathan Paul

Originating Department
Growth Management

Attachment(s) Description
Ordinance 11-XX with exhibits "A" and "B" MMTM Powerpoint

Documents Requiring Action
Ordinance 11-XX

Executive Summary
The Transportation Mobility Element of the Comprehensive Plan calls for the County to implement a transportation concurrency system that consists of a one time payment for new development inside the Urban Cluster. The proposed Multi-Modal Transportation Mitigation Ordinance will implement this policy if adopted.

Background
During the March 15, 2011 Special Meeting, the Board of County Commissioners directed staff to advertise a public hearing to consider an ordinance that will adopt the Multi-Modal Transporation Mitigation Program into the Unified Land Development Code with several revisions. Staff has made the requested revisions and has properly advertised the ordinance.

Issues
Adoption of the Ordinance will complete the implementation steps that were necessary after the adoption of CPA-01-09 (The Mobility Plan). Payment of the Multi-Modal Transportation Mitigation will satisfy the transportation concurrency requirements of development projects that are below the Development of Regional Impact threshold inside the Urban Cluster.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: MMTM_041211.pptx
Attachment: ORDINANCE 11 XX FINAL.pdf
Attachment: MMTM_041211.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE INCLUDING CHAPTER 407 CONCURRENCY MANAGEMENT; PROVIDING A REPEALING CLAUSE, A METHODOLOGY REPORT, A PHASING OF MITIGATION, SEVERABILITY, INCLUSION IN THE CODE, SCRIVENER'S CORRECTIONS, LIBERAL CONSTRUCTION, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida, is authorized, empowered and directed to adopt land development regulations to implement the Comprehensive Plan and to guide and regulate the growth and development of the County in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act (Section 163.3161 et seq.,) Florida Statutes; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its 2001-2020 Comprehensive Plan, which became effective on May 2, 2005; and

WHEREAS, the Board of County Commissioners of Alachua County adopted its Unified Land Development Code, which became effective on January 30, 2006; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, wishes to make amendments to the Alachua County Code of Ordinances Part III, Unified Land Development Code, relating to development of land in Alachua County; and

WHEREAS, the Board of County Commissioners, acting as the Land Development Regulation Commission, has determined that the land development regulations that are the subject of this ordinance are consistent with the Alachua County Comprehensive Plan; and,

WHEREAS,The Board of County Commissioners recognize the report dated April 12th, 2011 and titled "Multi-Modal Transportation Mitigation (MMTM) Final Report" sets sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of transportation improvements in Alachua County,

WHEREAS,The Board of County Commissioners, in recognition of the potential effect an increase in mitigation costs could have on development, has elected to phase, over a three year period, the difference between the 2011 adopted transportation impact fee and the Multimodal Transportation Mitigation; and,

WHEREAS, a duly noticed public hearing was conducted on such proposed amendments on April 12th, 2011 by the Board of County Commissioners, with the hearing being held after 5:00 o'clock p.m.;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Legislative Findings of Fact. The Board of County Commissioners of Alachua County, Florida, finds and declares that all the statements set forth in the preamble of this ordinance are true and correct.

Section 2. Unified Land Development Code. The Unified Land Development Code of the Alachua County Code of Ordinances Part III is hereby amended as shown in Exhibit "A" attached hereto.

Section 3. Methodology Report. The report dated April 12th, 2011 and titled "Multi-Modal Transportation Mitigation (MMTM) Final Report" as shown in Exhibit "B" sets forth a

reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of transportation improvements in Alachua County.

Section 4. Phasing of Mitigation Schedule. The payments required by this ordinance will be phased in over a three year period starting April 15th 2011. The phase-in shall be in 1/3 increments based on the difference between the adopted 2011 transportation impact fee and the full cost Multi-Modal Transportation Mitigation. The 2011 transportation impact fee shall serve as the base rate. On April 15th, 2011 the Multi-Modal Transportation Mitigation is the impact fee rate plus 33% of the difference between the two, on April 15th, 2012 the Multi-Modal Transportation Mitigation is the impact fee rate plus 66% of the difference between the two, and on April 15th, 2013 the full Multi-Modal Transportation Mitigation goes into effect.

Section 5. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 6. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that, at such time as the Development Regulations of Alachua County are codified, the provisions of this ordinance shall become and be made part of the Unified Land Development Code of Alachua County, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors that do not affect the intent of the ordinance may be authorized by the County Manager or designee, without public hearing, by filing a corrected or re-codified copy of the same with the Clerk of the Circuit Court.

Section 7. Ordinance to be Liberally Construed. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

Section 8. Severability. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 9. 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.

DULY ADOPTED in regular session, this day of April 12, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

J. K. Buddy Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

APPROVED AS TO CONTENT

_____
Steven Lachnicht, Director
Growth Management

Article 12 Concurrency Management

407.117 Purpose

The purposes of this Article are to implement the Alachua County Comprehensive Plan's adopted level of service standards for roads, potable water, sanitary sewer, parks, solid waste, stormwater management, public school facilities, ~~and~~ mass transit and bicycle and pedestrian facilities.

407.118 Requirements for Concurrency

(e) For Motor Vehicle, Transit, Pedestrian & Bicycle ~~Roads and Mass Transit Facilities,~~

1. The requirement of concurrency, for development in the Urban Cluster without a valid final Certificate of Level of Service Compliance (CLSC), as of the adoption of the Multi-Modal Transportation Mitigation Program, that are below the Development of Regional Impact threshold or exempt from the Development of Regional Impact process, shall be satisfied through the payment of the Multi-Modal Transportation Mitigation as long as the approved development order remains valid. Developments within the Urban Service Area that are greater than 1,000 dwelling units or 350,000 square feet of non-residential square feet shall also be required to mitigate its impact consistent with Transportation Mobility Element Policy 1.1.10.3 of the Comprehensive Plan. Projects outside of the Urban Service Area that exceed the Development of Regional Impact threshold shall meet concurrency through the proportionate share process per F.S. § 163.3180 (12) and F.S. § 380.06.
2. For development projects with a valid final Certificate of Level of Service Compliance (CLSC) as of the adoption of the Multi-Modal Transportation Mitigation Program, or are exempt per 407.124 shall continue satisfying transportation concurrency through payment of a transportation impact fee. Upon expiration of the CLSC, the development shall mitigate its impact through payment of the Multi-Modal Transportation Mitigation. No further extensions of a valid CLSC for transportation concurrency shall be granted upon adoption of the Multi-Modal Transportation Mitigation program, except as provided for in 407.118 (e) 3.
3. Developments with a valid CLSC shall have the option to extend the transportation concurrency provision of the CLSC for two years from the current expiration date. In addition, development shall be permitted to extend all phasing dates by two years from the current expiration date. Complete and accurate applications must be September 30th, 2011. No additional traffic analysis shall be required. The date for any required transportation mitigation shall also be extended for two years.
4. Developments that have currently constructed 25% or more of the roadway lane miles for the entire development based on the approved preliminary or final development plans or that have constructed a collector or arterial roadway shown on the future highway functional classification map may apply for a transportation concurrency vesting letter and may request and be granted vesting to the transportation impact fee schedule in effect at the time of application. The transportation impact fee schedule would be used to determine the impact fee rate for the remaining un-built portions of the development. Complete and accurate applications must be submitted by

September 30th, 2011. The application must include documentation, signed and sealed by a licensed professional engineer, that demonstrates the 25% threshold has been achieved or that a collector or arterial roadway consistent with the future highway functional classification map has been constructed.

5. Developments that have constructed 50% or more of the roadway lane miles for the entire development based on approved preliminary or final development plans prior to expiration of a valid transportation CLSC may apply for a concurrency vesting letter and may request and be granted vesting to pay the transportation impact fee in effect at the time of building permit for the remainder of the development. Complete and accurate applications must be submitted prior to expiration of a valid transportation CLSC. The application must include documentation, signed and sealed by a licensed professional engineer, that demonstrates the 50% threshold has been achieved.
6. The vesting provisions in 407.118 (e) 4 and 5 above shall not preclude a Developers right to demonstrate that they are vested for transportation concurrency and vested to pay the transportation impact fee. However, request for vesting that does not meet the criteria established above shall be evaluated on a case-by-case basis.
7. Development projects with a valid CLSC shall have the option to pay either the Multi-Modal Transportation Mitigation or the transportation impact fee, should the Multi-Modal Transportation Mitigation be less than the transportation impact fee due to the addition of revenue sources and / or the modification of the list of projects in the Capital Improvements Element.
8. The requirement of concurrency for development projects outside the Urban Cluster is satisfied by~~in addition to~~ meeting one of the criteria under §407.118 (a) or (b) above ~~Error! Reference source not found. or Error! Reference source not found. above, orthe requirement for concurrency~~, in accordance with Section 163.3180(2)(c),F.S., may be met if transportation facilities needed to serve new development shall be in place or under actual construction within three years issuance of the final development order for a development that will result in additional traffic generation, or may be met through the proportionate fair-share process under §407.125.1.

407.119 Information and Methodology

(a) For the purposes of transportation planning within the Urban Cluster and for making transportation concurrency determinations for development outside the Urban Cluster, ~~making transportation concurrency determinations,~~ affected roadway facilities shall be determined as follows:

1. For proposed developments generating less than or equal to 1000 external average daily trips, (ADT) affected roadway segments are all those wholly or partially located within 1/2 mile of the project's entrances/exits, or to the nearest intersecting major street, whichever is greater.
2. For proposed developments generating greater than 1,000 external ADT, affected roadway segments are those on which the project's impacts are five percent or greater of the maximum service volume of the roadway per the Alachua County LOS Report. The study area for proposed developments generating greater than 1000 external ADT must, at a minimum, include all

roadway segments located partially or wholly within 1/2 mile of the projects entrances/exits, or to the nearest major intersection, whichever is greater.

407.120 Preliminary Certificate of Level of Service Compliance

(a) Transportation

1. The applicant shall submit, with the preliminary application:
   a. Documentation supporting any assertion of de minimis impact. The documentation shall also include an analysis to show that the impacted roadways do not operate above 110% of the maximum service volume or is a designated evacuation route. De minimis ~~Deminimus~~ impacts shall only pertain to developments outside of a Transportation Mobility District.

407.121 Concurrency Reservations for Projects with Phasing Schedules

(c) ~~Village Centers~~Traditional Neighborhood and Transit Oriented Developments

For Traditional Neighborhood Developments (TND) ~~containing a village center~~ and Transit Oriented Developments (TOD) (Chapter 407, Article 7) the preliminary CLSC may be issued for time periods established by the phasing schedule associated with an approved preliminary development plan. The phasing schedule shall specify, as a percentage, that portion of the project that will be completed at the end of each calendar year. Any preliminary or final CLSC and associated reservation of public school capacity for such a ~~Traditional Neighborhood Development~~ TND or TOD~~containing a village center~~ must be in accordance with a development agreement as provided in the ILA between the County and the School Board as detailed in Section 407.125.2(f) below. A CLSC for a ~~phased PD~~ TND or TOD shall not exceed a ~~five~~ ten year time frame, except a longer period may be considered in conjunction with a development agreement involving the reservation of public school capacity consistent with the ILA between the County and the School Board as detailed in Section 407.125.2 below.

407.125.1 Proportionate Fair Share Contribution for Transportation Facilities

(c) Applicability

The Proportionate Fair-Share Program shall apply to all developments outside the Urban Cluster in Alachua County that have been notified of a lack of capacity to satisfy transportation concurrency ~~on a transportation facility~~ in the Alachua County Concurrency Management System (CMS), including transportation facilities maintained by FDOT or another jurisdiction that are relied upon for concurrency determinations. The Proportionate Fair-Share Program does not apply to developments of regional impact (DRIs) using proportionate share under §163.3180(12), F.S., developments exempted from concurrency as provided in Policy 1.1.8 of the Alachua County Comprehensive Transportation Mobility Element, or developments exempted in §407.124 above.

(g) 5.

~~Within Multi-Modal Transportation Districts (MMTD) proportionate fair-share assessments shall be based on the expected costs and transportation benefits of all the required multi-modal improvements within the MMTD. The proportionate fair-share assessment shall be based on the percentage of proposed development trips divided by the total number of trips projected for the District times the cost to provide all needed mobility improvements. The~~

~~methodology used to calculate an applicant's proportionate fair-share obligation within a Multi-Modal Transportation District (MMTD) shall be as follows:~~

~~Proportionate Fair-Share = [(Total Development Trips) / (Total MMTD Trips)] x Cost~~

~~Where:~~

~~Development Trips = The total number of development trips, minus the percentage of passer-by, internal capture, and multi-modal trips;~~

~~Total MMTD Trips = The total number of projected trips for the MMTD based upon a reasonable build-out analysis, minus the percentage of passer-by, internal capture, and multi-modal trips established for the MMTD;~~

~~Cost = Adjusted cost of the needed mobility improvements within the District. Mobility improvements shall include all roadway, bicycle, pedestrian, and transit improvements needed to ensure mobility. Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, stormwater facilities, turn lanes, traffic control devices, bicycle, pedestrian, and transit facilities, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.~~

407.125.3 Multi-Modal Transportation Mitigation Program

(a) **Purpose and Intent**

The purpose of this Section is to establish a method whereby the impacts of development on transportation facilities in the Urban Cluster can be mitigated by the cooperative efforts of the public and private sectors, to be known as the Multi-Modal Transportation Mitigation Program, in a manner consistent with §163.3180 F.S.

(b) **Findings**

Alachua County finds and determines that transportation capacity is a commodity that has a value to both the public and private sectors and the Alachua County Multi-Modal Transportation Mitigation Program:

1. Provides a method by which the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors;
2. Allows developers to proceed through a one-time mitigation payment to address their impact to the multi-modal transportation system within Transportation Mobility Districts established in the Urban Cluster;
3. Contributes to the provision of adequate public facilities for future growth and promotes a strong commitment to comprehensive transportation mobility planning, thereby reducing the potential for moratoria or unacceptable levels of traffic congestion without viable multi-modal alternatives;

4. Maximizes the use of public funds for adequate transportation mobility to serve future growth, and may, in certain circumstances, allow Alachua County to expedite transportation mobility improvements by supplementing funds currently allocated for transportation mobility in the Comprehensive Plan Capital Improvements Element CIE.
5. Is consistent with §163.3180 F.S., and supports the policies in the Alachua County Comprehensive Plan, Policy 1.1.7 of the Transportation Mobility Element and Policy 1.3.2 (C) 3. of the Capital Improvements Element.

(c) **Applicability**

1. The Multi-Modal Transportation Mitigation Program shall apply to all developments in Alachua County within Transportation Mobility Districts located in the Urban Cluster that do not have a valid final CLSC for transportation concurrency as of the date of adoption of the Multi-Modal Transportation Mitigation Ordinance.
2. The Multi-Modal Transportation Mitigation Program does not apply to projects that exceed thresholds for developments of regional impact (DRIs) outside of the Urban Service Area per Objective 8.6 of the Future Land Use Element.
3. Developments greater than 1,000 dwelling units or 350,000 square feet of non-residential uses shall also address the mitigation requirements per Transportation Mobility Element Policy 1.1.10.3 of the Comprehensive Plan.
4. In order for a development to receive a final CLSC, the Developer shall enter into a Multi-Modal Transportation Mitigation Agreement that stipulates the Developer voluntarily agrees to pay the mitigation in order to address its transportation impact.

(d) **Payment of Multi-Modal Transportation Mitigation**

1. The Multi-Modal Transportation Mitigation rates will be established at final development plan approval and included as part of the CLSC. The MMTM will be assessed at the time of final development building permit application based upon the rates established as part of the final CLSC. The MMTM shall be paid prior to approval of the final inspection for the use. The MMTM rates shall represent the maximum mitigation to be paid by the development so long as the CLSC remains valid. Should the MMTM rates decrease due to additional revenue to fund transportation mitigation and / or the modification of the projects included in the Capital Improvements Element, then the development shall have the right to pay the lower rates.
2. For uses that do not require a building permit, the Multi-Modal Transportation Mitigation shall be paid prior to final development plan approval, unless otherwise specified in the MMTM Agreement.
3. A Developer has the option to pay their Multi-Modal Transportation Mitigation concurrent with final development plan approval and if applicable, approval of any subsequent Developer Agreement. The Mitigation shall be based on the MMTM schedule in effect at the time of final

development plan approval. The mitigation shall be re-evaluated at the time of building permit application to determine if additional mitigation or a refund of the mitigation is due based on changes to the size of the use or unit of measure used to determine the mitigation at final development plan approval or if the MMTM rates decrease due to additional revenue to fund transportation mitigation and / or the modification of the projects included in the Capital Improvements Element.

4. Shell buildings shall be assessed at the time of building permit application for interior completion of the shell. The Mitigation shall be based on the MMTM schedule in effect at the time of building permit application for the interior completion of the shell.

5. Upon payment of the Multi-Modal Transportation Mitigation, the development will have mitigated its impact and not be subject to any subsequent changes in the Multi-Modal Transportation Mitigation program.

6. Recognizing the "time value of money" component to financing, Alachua County offers the following MMTM payment incentives:

   a. Payment concurrent with Final Development Plan Approval = 15% reduction

   b. Payment concurrent with Building Permit Application = 7.5% reduction

   c. Payment concurrent with Final Building Inspection = 0% reduction

(e) Determining Multi-Modal Transportation Mitigation Obligation

1. Multi-Modal Transportation Mitigation for transportation mobility impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.

2. A development shall not be required to pay more than its impact to the transportation system. The fair market value of the Multi-Modal Transportation Mitigation for mobility impacts shall not differ regardless of the method of mitigation.

3. The methodology used to calculate an Applicant's Multi-Modal Transportation Mitigation shall be as follows:

   "The target funding level divided by the growth in vehicle miles of travel times the vehicle miles of travel for the proposed use. "

   OR

   VMTg = VMTf - VMTb

   Tcfl = Cc – Cr

   Ttofl = Toc - Cr

   VMTr = (Tcfl / VMTg) + (Ttofl / VMTg)

   VMTp = (Tg* Atl) * .5) * (1 - %CC) * (%NT)

   Multi-Modal Transportation Mitigation = VMTr * VMTp

   Where:

Vehicle Miles of Travel Growth (VMTg) = The projected total of vehicle miles traveled in the horizon year (VMTf) minus the base year (VMTb) vehicle miles of travel.

Target Capital Funding Level (Tcfl) = The total cost of transportation capital (Cc) for projects consistent with the Capital Improvements Element. Cost shall include all capital infrastructure construction costs, along with cost for design, right-of-way, planning, engineering, maintenance of traffic, utility relocation, inspection, contingencies, project management, stormwater facilities, turn lanes, traffic control devices, bicycle and pedestrian facilities, transit vehicles, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

Target Transit Operations Funding Level (Ttofl) = The total cost of transit operations (Toc) consistent with the Capital Improvements Element.

Committed Revenue (Cr) = The total committed revenue to fund transportation capital and transit operations.

Vehicle Miles of Travel Rate (VMTr) = Target Funding Level for transportation capital and transit operations divided by Vehicle Miles of Travel Growth

Vehicle Miles of Travel Proposed Use (VMTp) =

(Tg) = Trip Generation Rate

(Atl) = Average Trip Length

(CC) = Community Capture

(NT) = New Trips

4. For the purposes of determining Multi-Modal Transportation Mitigation obligations, Alachua County shall determine mobility improvement costs, including transit, based upon the actual cost of the improvement utilizing the latest available data. Mobility improvements, including transit shall be consistent with projects identified in the Capital Improvements Element.

5. An applicant shall have the option to conduct an alternative Multi-Modal Transportation Mitigation study consistent with the methodology in 407.125.3 (d) (3). A signed methodology agreement by the Alachua County CMO or his/her designee shall be required prior to the applicant conducting the alternative analysis. The analysis shall be conducted by a professional engineer or certified planner with documented experience in conducting transportation analysis. The alternative study must be found sufficient and requires acceptance and approval by Alachua County before an applicant can receive a CLSC.

(f) **Multi-Modal Transportation Mitigation Agreement**

1. The Applicant shall provide a Multi-Modal Transportation Mitigation (MMTM) Agreement in the form provided by the County that contains all required

documentation within this Section. The Agreement shall require approval by the Board of County Commissioners (BOCC) before becoming effective.

2. An applicant may submit the Agreement with preliminary development plans. For projects that require preliminary development plans be approved by the BOCC, the Agreement may be approved concurrent with preliminary development plans. For projects where preliminary development plans are approved by the Development Review Committee, the Agreement would require separate approval by the BOCC upon approval of the preliminary development plans. The Applicant shall enter into a binding Agreement with the County prior to any final development plan approval. Such agreement shall not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. Entering into the Agreement only satisfies the applicant's transportation concurrency requirements. Should the application for Final Development Plan be denied, the Agreement shall be null and void.

3. The Multi-Modal Transportation Mitigation Agreement shall be an addendum to the Final Certificate of Level of Service Compliance. The MMTM schedule in effect at the time of final development plan approval shall be included with the CLSC to establish the MMTM rate to be evaluated at building permit application. Should the applicant fail to apply for a final development plan within 12 months, or as otherwise established in a binding Agreement, then the Agreement shall be considered null and void, and the applicant shall be required to reapply.

4. Request for credit for the construction of infrastructure or right-of-way dedication shall be made in the draft MMTM agreement. If the infrastructure project or right-of-way dedication was requested or required by the County after submittal of the draft MMTM agreement, then the draft agreement shall be revised prior to submittal of the final development plan. The CMO has the option to require an Applicant to enter into a Developers Agreement, which would require approval by the Alachua County Board of County Commissioners before going into effect, where credit is requested for large scale infrastructure projects or right-of-way dedication. A Developers Agreement shall be required in instances where a Developer requests reimbursement for the expenditure of funds beyond the Developer's Multi-Modal Transportation Mitigation.

5. Applicants may submit a letter to withdraw from the Multi-Modal Transportation Mitigation Agreement at any time prior to the approval of the Final CLSC. The application fee and any associated advertising costs to Alachua County will be nonrefundable. The applicant will lose its Preliminary CLSC approval upon withdrawal from the Multi-Modal Transportation Mitigation Agreement.

6. Any requested change to a development project subsequent to a development order may be subject to additional Multi-Modal Transportation Mitigation to the extent the change would generate additional traffic that would require mitigation.

7. The Agreement shall specify the following:

   a. The proposed timing of the payment of the Multi-Modal Transportation Mitigation.

   b. The process for determining the required Multi-Modal Transportation Mitigation. The applicant shall specify whether they elect to utilize the Multi-Modal Transportation Mitigation schedule or they conducted an alternative Multi-Modal Transportation Mitigation study. The study, if applicable, shall be included as an addendum to the agreement. If the CMO has agreed to an alternative timing to conduct the study, then the timing shall be specified in the agreement.

   c. The process for establishing the value of an infrastructure project or right-of-way dedication where credit is requested. If a dollar amount is agreed to, then the dollar amount and the basis for the agreed to figure shall be included in the agreement.

   d. The voluntary acknowledgment that the Developer will pay the required mitigation. The Developer is required to provide a disclosure form to be utilized by a builder applying for a building permit or occupant applying for development plan approval for uses not requiring a building permit that specifies who is responsible for payment of the mitigation. A copy of the disclosure form specifying the entity that will pay the mitigation shall be provided with all building permit or development plan applications. The disclosure form shall be signed by both the Developer and the builder or occupant. The Developer will be required to pay the required mitigation if the building permit applicant fails to pay the required mitigation within 10 days of receiving the County's demand for payment.

   e. Time frame that the Development is vested for concurrency, including any phasing provisions or development thresholds.

   f. Process for addressing amendments to the Agreement after the Agreement has been accepted by the Alachua County Board of County Commissioners.

   g. Provision for withdrawal once the Agreement has been approved by the County. Upon commencement of development, withdrawal shall not be allowed unless the applicant can clearly demonstrate that the

development commenced has complied with all applicable concurrency requirements and that the traffic impact of the development has been acceptably mitigated.

(g) Appropriation of Multi-Modal Transportation Mitigation Funds

1. The Comprehensive Plan identifies three (3) Transportation Mobility Districts within the Urban Cluster. The NW District is generally the area north of Newberry Road east of Interstate 75 and north of SW 8th Avenue west of Interstate 75. The SW District is generally the areas south of SW 8th Avenue and west of Interstate 75. The East District is generally the areas east of NW 34th Street (SR 121).

2. Multi-Modal Transportation Mitigation funds shall be placed in special revenue / mobility project trust funds established for the three (3) Transportation Mobility Districts for funding of scheduled transportation improvements consistent with the Capital Improvements Element. Funds shall be placed in the Transportation Mobility District trust fund from which the revenues were collected. Funds shall be spent in the District from which they were collected.

3. Multi-Modal Transportation Mitigation funds shall be used to fund infrastructure projects and transit operations consistent with the Capital Improvements Element. Multi-Modal Transportation Mitigation revenues shall not be spent for maintenance of infrastructure, within any municipality or for local roads or mainline Interstate improvements.

4. Multi-Modal Transportation Mitigation funds may be used for intersection operational and capacity improvements prior to construction of a corridor-wide capacity project identified in the Capital Improvements Element.

5. Where a Developer constructs a transportation mobility improvement that exceeds the developer's Multi-Modal Transportation Mitigation, Alachua County may elect to establish an account for the developer for the purpose of reimbursing the developer for the excess contribution with Multi-Modal Transportation Mitigation payments from future developments within the same Transportation Mobility District.

6. Alachua County may elect to establish a separate infrastructure account within a Transportation Mobility District to ensure that funds collected in a particular area are spent on a specific infrastructure project(s) or within a specific development from which they are collected.

7. The full cost to administer the Multi-Modal Transportation Mitigation Program such as preliminary assessments, application for credit due to construction of improvements, dedication of right-of-way or existing uses.

front-ending agreements, building permit assessment, alternative analysis, annual reporting and monitoring, periodic updates, infrastructure and transit planning and dispute resolution.

(h) **Determining Multi-Modal Transportation Mitigation Credit**

1. An applicant may request Multi-Modal Transportation Mitigation credit for the dedication of non-site related right-of-way and construction of infrastructure consistent with the Capital Improvements Element. In addition, an applicant may request credit for funds expended to fund transit operations to and from the development consistent with transit service identified in the Capital Improvements Element.

2. If Alachua County has accepted an infrastructure project, consistent with the Capital Improvements Element, in lieu of the entire or a portion thereof of the applicant's Multi-Modal Transportation Mitigation, then the value of the improvement shall be determined using invoices based on actual cost.

3. If Alachua County has accepted right-of-way dedication consistent with the Capital Improvements Element, in lieu of the entire or a portion thereof applicant's Multi-Modal Transportation Mitigation, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 130 percent of the most recent assessed value by the Alachua County Property Appraiser or, at the option of the applicant, by fair market value established by a licensed independent appraiser at no expense to Alachua County. To receive the credit, the applicant shall dedicate the right-of-way to Alachua County per all applicable County requirements at no expense to Alachua County.

4. For projects not indentified in the Capital Improvements Element, the Board of County Commissioners may elect to adopt the projects for inclusion in the Capital Improvements Element and include the project in subsequent updates of the Capital Improvements Element.

5. Multi-Modal Transportation Mitigation credits may be transferred to other developments within the same Transportation Mobility District, so long as all the developments are owned by the same development entity. If the credit is based on an improvement or right-of-way dedication for a facility that forms the border of two Transportation Mobility Districts, the credit could be utilized in either District.

(i) **Multi-Modal Transportation Mitigation Schedule**

The Multi-Modal Transportation Mitigation schedule shall be provided in a tabular format with specified uses, the mitigation for each use and the effective date of the schedule. The schedule shall be made available on the Growth Management Department's website and posted in the building permit division.

(j) **Updates of Multi-Modal Transportation Mitigation**

The Multi-Modal Transportation Mitigation shall be evaluated on an annual basis concurrent with updates to the Capital Improvements Element. The Multi-Modal Transportation Mitigation shall be re-evaluated should transportation mobility improvements in the Capital Improvements Element be added, modified or removed. The Multi-Modal Transportation Mitigation shall be re-evaluated in the event a sales tax, gas tax or other revenue source is established to pay for all or a portion of the transportation mobility improvements in the Capital Improvements Element. Any increase in the Multi-Modal Transportation Mitigation Program, not related to a phase-in of the mitigation, shall require 90 days advertised notice and posting on the Growth Management website prior to the increase going into effect.

(k) **Administrative Manual**

An administrative manual shall be developed to specify the procedures related to the administration of the Multi-Modal Transportation Mitigation Program, updates, reporting requirements, exceptions, alternative studies, credit applications and forms.

(l) **Impact Fee**

Developments that pay the Multi-Modal Transportation Mitigation shall not be required to pay a transportation impact fee. Once a development's Certificate of Level of Service Compliance expires, all subsequent building activity within the development shall be required to mitigate its impact through payment of the Multi-Modal Transportation Mitigation.

EXHIBIT "B"

MOBILITY

Alachua County's

Plan to Effectively Link

Land Use

&

Transportation

Multi-Modal Transportation Mitigation (MMTM)

Final Report

Written by:

Jonathan B. Paul, AICP, MA² *- Concurrency & Impact Fee Manager*

Alachua County Growth Management Department

Review, Revisions & Recommendations by:

James C. Nicholas, PhD. *- Emeritus Professor Urban & Regional Planning and*

Emeritus Professor of Law, University of Florida

April 12th, 2011

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

The Florida Legislature adopted the Community Renewal Act during the 2009 legislative session as part of Senate Bill 360. A principal component of the Community Renewal Act was the recognition that the current state mandated transportation concurrency process is complex, inequitable and results in a land use pattern and transportation system that is not sustainable. Additionally, concurrency often is in conflict with the attainment of growth management goals to promote compact, mixed-use communities where individuals have mobility options.

The Legislature, during the 2009 legislative session, reaffirmed through Florida Statute 163.3180 the ability of local governments to require a development to mitigate its transportation impact. The legislation expressly recognized the home rule power of local governments to adopt ordinances that required mitigation. The legislation provides local governments the opportunity to develop innovative programs within urban areas that promote mobility by walking, biking, driving and riding transit. The Legislature, through SB 1752 adopted in the 2010 session, reauthorized provisions of the existing law related to transportation concurrency exceptions adopted as

Chapter 2009-96, Laws of Florida, Community Renewal Act

Section 13. (1)(a) *The Legislature finds that the existing transportation concurrency system has not adequately addressed the transportation needs of this state in an effective, predictable, and equitable manner and is not producing a sustainable transportation system for the state. The Legislature finds that the current system is complex, inequitable, lacks uniformity among jurisdictions, is too focused on roadways to the detriment of desired land use patterns and transportation alternatives, and frequently prevents the attainment of important growth management goals.*

(b) The Legislature determines that the state shall evaluate and consider the implementation of a mobility fee to replace the existing transportation concurrency system. The mobility fee should be designed to provide for mobility needs, ensure that development provides mitigation for its impacts on the transportation system in approximate proportionality to those impacts, fairly distribute the fee among the governmental entities responsible for maintaining the impacted roadways, and promote compact, mixed-use, and energy-efficient development.

(2) The state land planning agency and the Department of Transportation shall continue their respective current mobility fee studies and develop and submit to the President of the Senate and the Speaker of the House of Representatives, no later than December 1, 2009, a final joint report on the mobility fee methodology study, complete with recommended legislation and a plan to implement the mobility fee as a replacement for the existing local government adopted and implemented transportation concurrency management systems. The final joint report shall also contain, but is not limited to, an economic analysis of implementation of the mobility fee, activities necessary to implement the fee, and potential costs and benefits at the state and local levels and to the private sector.

part of SB 360 during the 2009 legislative session. The following is an excerpt from Laws of Florida Chapter 2010-147:

Section 47. *(1) The Legislature hereby reauthorizes:*

(c) Any amendment to a local comprehensive plan adopted pursuant to s. 163.3184, Florida Statutes, as amended by chapter 2009-96, Laws of Florida, and in effect pursuant to s. 163.3189, Florida Statutes, which authorizes and implements a transportation concurrency exception area pursuant to s.163.3180, Florida Statutes, as amended by chapter 2009-96, Laws of Florida.

(2) Subsection (1) is intended to be remedial in nature and to reenact provisions of existing law. This section shall apply retroactively to all actions specified in subsection (1) and therefore to any such actions lawfully undertaken in accordance with chapter 2009-96, Laws of Florida.

The legislation proposed the evaluation of a Mobility Fee as an alternative to the existing transportation system. The intent of the Mobility Fee was to promote mobility by multiple modes of transportation and to provide a means for a development to mitigate its transportation impact and address its concurrency obligations through payment of a one-time fee. The Mobility Fee was also designed to promote compact, mixed-use and energy efficient developments such as Traditional Neighborhood Developments (TND) and Transit Oriented Developments.

The Department of Community Affairs (DCA) and the Department of Transportation (FDOT) were directed by the Legislature to evaluate a Mobility Fee and issue a joint report to the Legislature by December 1, 2009. DCA and FDOT contracted with the Center for Urban Transportation Research (CUTR) at the University of South Florida to further develop the mobility fee concept. Alachua County was chosen by DCA to serve as a case study for CUTR to develop a Mobility

Mobility Fee Working Concept

The working concept for a mobility fee applies the modified impact fee approach. The methodology for the modified impact fee consists of six steps:

STEP 1: Determine institutional structure

STEP 2: Develop mobility plan

STEP 3: Estimate target funding level

STEP 4: Estimate VMT growth

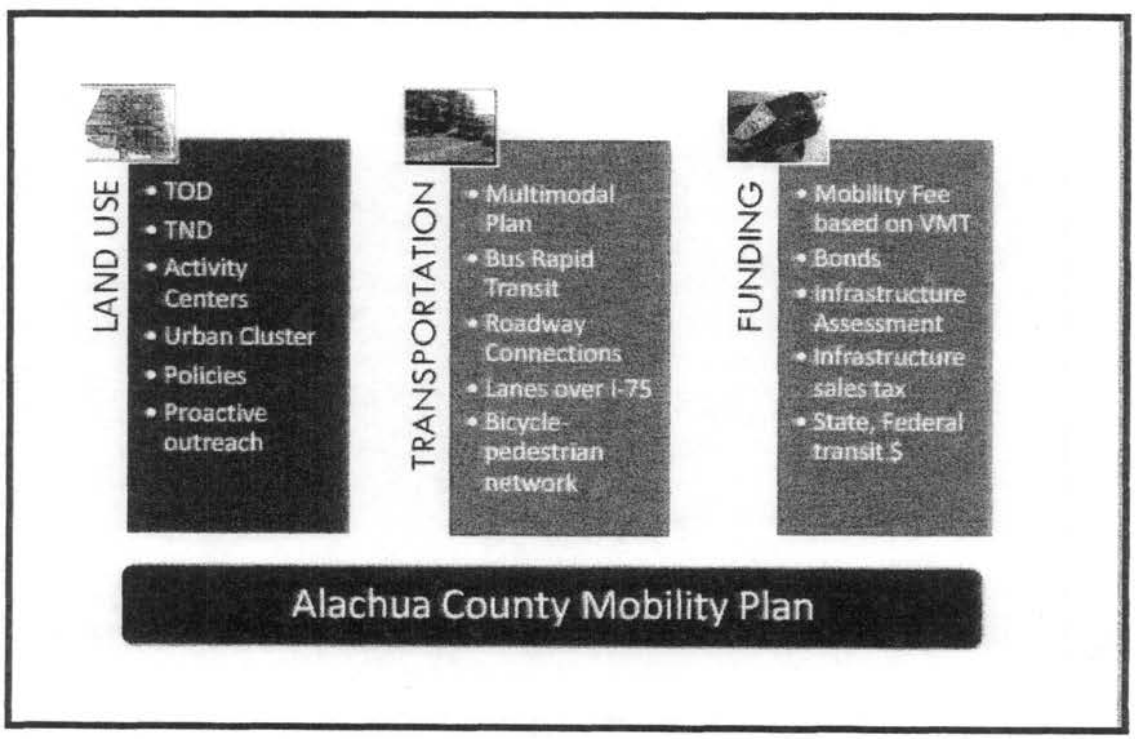
STEP 5: Establish the mobility fee rate

STEP 6: Apply mobility fee

An optional mechanism is also suggested to fund localized mobility needs and transit operating expenses.

Fee based on Vehicular Miles of Travel (VMT). The Mobility Fee was evaluated on a countywide basis and utilized transportation projects from the Long Range Transportation Plan and Alachua County Comprehensive Plan. Alachua County was chosen as the case study for two principal reasons. The County had already commenced on the development of Comprehensive Plan policies to promote compact, mixed-use development interconnected by a multi-modal transportation system. In addition, the County had already adopted a Transportation Impact Fee that included reduced fees for Traditional Neighborhood Developments (TND) in recognition that TND have less of an impact on the transportation system and promote mobility by means other than sole reliance upon the motor vehicle.

The basis for a Mobility Fee is the development of a Mobility Plan that establishes land use and transportation policies that promote compact, mixed-use developments and a transportation system that focuses on the provision of mobility by multiple modes of travel. The mobility projects identified in the Mobility Plan could include new and widened roadways, sidewalks, bike lanes, trails, rail, dedicated transit lanes and transit facilities and buses. The Mobility Plan could also include transit operations.



The type of mobility projects and the preferred land use pattern for each Mobility Plan will vary community to community. Urban areas may focus on transit, bicycle and pedestrian projects and Transit Oriented Developments (TOD) whereas suburban communities may focus on an interconnected roadway system and Traditional Neighborhood Developments (TND).

The costs to provide mobility and determine a target funding level are based upon the projects identified in the Mobility Plan. The estimated Vehicle Miles of Travel (VMT) growth is based on Alachua County's Comprehensive Plan, Long Range Transportation Plan and Mobility Plan. The mobility fee rate is determined by dividing the target funding level for the Mobility Plan by the projected growth in VMT. The result is then multiplied by the transportation impact (trip generation, trip length, pass-by, etc) of a particular land use. The DCA and FDOT presented a report to the legislature by the date required by the Community Renewal Act. *The Florida Legislature did not take any further action on the Mobility Fee during the 2010 legislative session.* The Department of Community Affairs, Florida Department of Transportation and the Center for Urban Transportation Research produced the following three documents that details the elements involved in development of a Mobility Fee:

(1) Florida Mobility Fee Study, June 2009
(2) Evaluation of the Mobility Fee Concept, November 2009
(3) Joint Report on the Mobility Fee Methodology Study, December 2009

PRINCIPLE 5

REDUCE VEHICLE MILES OF TRAVEL AND PER CAPITA GREEN HOUSE GAS EMISSIONS THROUGH PROVISION OF MOBILITY WITHIN COMPACT, MIXED-USE, INTERCONNECTED DEVELOPMENTS THAT PROMOTE WALKING AND BICYCLING, ALLOW FOR THE INTERNAL CAPTURE OF VEHICULAR TRIPS AND PROVIDE THE DENSITIES AND INTENSITIES NEEDED TO SUPPORT TRANSIT.

ALACHUA COUNTY'S MOBILITY PLAN

The Alachua County Mobility Plan has been adopted by the Board of County Commissioners and became effective on March 12th, 2010. The Mobility Plan established multi-modal supportive land uses through the creation of policies that allowed for private entities to design Traditional Neighborhood Developments (TND) and Transit Oriented Developments (TOD) by right within the Urban Cluster. The Mobility Plan established LOS

standards for pedestrians, bicyclists, transit and motor vehicles and identified the multi-modal infrastructure and transit service needed to provide mobility within the Urban Cluster. Further, the Plan projected a cost for the necessary multi-modal infrastructure and transit service. The Mobility Plan has been incorporated into the following elements of the Alachua County Comprehensive Plan:

(1) Future Land Use Element
(2) Transportation Mobility Element
(3) Capital Improvements Element

To address current statutory transportation concurrency requirements, the Mobility Plan has been developed to be consistent with the exceptions and alternatives to transportation concurrency and the provisions for multi-modal transportation districts in Florida Statute 163.3180. ***A principal element of the Mobility Plan is to allow private development to mitigate its transportation impacts and receive concurrency approval through multi-modal transportation mitigation.*** The Transportation Mobility Element establishes the general parameters for development of the multi-modal transportation mitigation program.

PRINCIPLE 4

PROVIDE AN ALTERNATIVE TO CONVENTIONAL TRANSPORTATION CONCURRENCY WITHIN THE URBAN CLUSTER THAT RECOGNIZES THAT CONGESTION IS ACCEPTED IN GROWING URBAN AREAS, SO LONG AS VIABLE ALTERNATIVE MODES OF TRANSPORTATION ARE PROVIDED THAT SERVE TRAVEL DEMAND ALONG CONGESTED CORRIDORS.

CONGESTION ALONG SOME ROADWAYS IS THE TRADEOFF BETWEEN ADDING ROADWAY CAPACITY ON CONGESTED CORRIDORS AND DEVELOPING AN INTERCONNECTED NETWORK OF ROADWAYS, BICYCLE AND PEDESTRIAN FACILITIES AND DEDICATED TRANSIT LANES SERVED BY EFFICIENT TRANSIT.

Through adoption of the Mobility Plan the Alachua County Board of County Commissioners elected to adopt land use and transportation strategies that promote compact, mixed-use, energy efficient developments that provide mobility options via bicycling, walking, riding transit and driving a motor vehicle. In addition, the Mobility Plan focuses on the development of a gridded roadway network and increased connectivity between developments that allows the County to evaluate the level of service (LOS) on major roadway on an area-wide basis as opposed to an individualized segment-by-segment LOS determination. Level of Service (LOS) standards for pedestrians, bicyclist, transit and motor vehicles are established in the Transportation Mobility Element. The Mobility Plan identifies the necessary multi-modal projects needed by 2030 to achieve the adopted LOS standards. Levels of Service (LOS) standards have been established for pedestrians, bicyclists, transit, and motor vehicles. The multi-modal infrastructure projects and transit service identified in the Mobility Plan Capital Improvements Element utilized the following capacities to address projected needs within the Urban Cluster by 2030 and address the adopted LOS standards.

	Level of Service	Standard of Measure
Pedestrian	B	Based on Presence of a pedestrian facility – 950 daily capacity
Bicycle	B	Based on Presence of a bicycle facility – 950 daily capacity
Express Transit	B	Based on Peak Hour Frequency of 15 minutes – 50 seats per bus
Motor Vehicle	D	Based on Maximum Service Volume – 17,000
Motor Vehicle (SIS)	C	Based on Maximum Service Volume – 17,000
Strategic Intermodal System (SIS).		
Maximum Service Volume based on Florida Department of Transportation (FDOT) Generalized Tables and the Transportation Research Board Highway Capacity Manual (HCM).		

The Mobility Plan includes a twenty (20) year Capital Improvements schedule that incorporates funding of capital infrastructure for a multi-modal transportation network and funding of frequent transit service along dedicated transit corridors as needed densities and intensities increase within the Urban Cluster. The capital infrastructure set out in the Mobility Plan includes roadways, multi-

use bicycle and pedestrian paths, sidewalks and transit facilities. The roadways include a combination of new two-lane roadways and the widening of targeted four-lane roadways. The transit facilities include park and ride facilities, dedicated transit lanes, buses and the County's share of a transit maintenance facility. The multi-modal infrastructure projects and transit service identified in the Capital Improvements Element are incorporated to proactively address transportation needs of new development and redevelopment within the Urban Cluster by 2030. The multi-modal transportation needs identified as part of the Mobility Plan are based upon the projected increase in traffic and vehicle miles of travel between 2008 and 2030 for roadways within the Urban Cluster.

One of the key components of the Mobility Plan is the provision of mobility by frequent transit service on dedicated transit lanes. The initial transit operation cost is a small component of the overall Mobility Plan and the multi-modal transportation mitigation. However, the Mobility Plan envisions that as the capital infrastructure included in the Capital Improvements Element is constructed and the density and intensity within the Urban Cluster reaches a threshold where more frequent transit service can be provided, the multi-modal transportation mitigation will reflect lower capital infrastructure costs and higher transit operation costs to provide frequent transit service connecting mixed-use developments with regional employment, shopping, recreational and education destinations.

The proposed multi-modal transportation mitigation is different from traditional impact fees in that the mitigation includes both the cost of multi-modal capital infrastructure and the cost of operating the transit system. The inclusion of transit operations in the multi-modal transportation mitigation is essential to accommodating a portion of the future increase in vehicle miles of travel that will be accommodated through the provision of transit service. The Alachua County Mobility Plan is a holistic approach to providing bicycle, pedestrian, transit and motor vehicle mobility. In order for transit to be a viable mode of transportation and accommodate future travel demand, the funding of transit operations has to be done in conjunction with the funding of transit facility capital investment.

According to the U.S. Bureau of Labor Statistics 2007 Consumer Expenditure Survey (pg. 2) the average household spent $8,758 dollars a year on transportation, the second highest recurring household expense besides housing cost. An individual can walk on a sidewalk, ride a bicycle on a multi-use path or drive a car on a roadway. In such situations, the private individual pays the cost to finance, operate, fuel, insure and maintain a motor vehicle or other means of mobility. That same individual cannot drive a bus and the cost to finance, operate, fuel, insure and maintain transit typically comes from a variety of sources such as gas taxes, general revenue, special assessments, user fees and fares. Partial transit operation funding is often made available from state and federal sources, so long as there are local matching funds. A portion of the multi-modal transportation mitigation collected for transit operations could be utilized to pursue additional funding opportunities to increase transit frequency and hours of operation. Without funding to operate transit, the capacity provided by buses, dedicated transit lanes and park and ride facilities is essentially useless. If a bus sits in a parking lot without funds to operate it, then it does not provide any capacity or mobility benefit, and will not meet the requirement of transportation concurrency.

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM) METHODOLOGY

The multi-modal projects, including transit operations, identified in the Mobility Plan are based upon the projected increase in vehicle miles of travel (VMT) within the Urban Cluster between 2008 and 2030. The projected costs of the multi-modal projects, including transit operations, are included in the Capital Improvements Element (CIE). Additional multi-modal projects may be added to the CIE in the future to address other transportation needs, changes in vehicle miles of travel, and updates to cost estimates for design, construction, right-of-way and transit facilities and operation.

A vehicle mile of travel (VMT) methodology was utilized to calculate the multi-modal transportation mitigation. To derive a per VMT rate, the projected cost of the multi-modal projects identified in the Mobility Plan was divided by the projected increase in VMT between 2008 and 2030. The following are the calculations utilized to determine the multi-modal transportation mitigation:

$$VMT_{growth} = VMT_{future} - VMT_{base}$$

Where:

VMT growth = Total increased VMT within the planning horizon

VMT future = VMT in the horizon year of Mobility Plan

VMT base = VMT in the base year of the Mobility Plan

$$\text{Target Capital Funding Level (TCFL)} = \text{Capital Cost} - \text{Committed Revenue}$$

Where:

Capital Cost = cost for multi-modal infrastructure identified in Mobility Plan

Committed revenue = gas tax revenue, development agreements, bonds, etc.

$$\text{Target Transit Operations Funding Level (TTFL)} = \text{Transit Operation Cost} - \text{Committed Revenue}$$

Where:

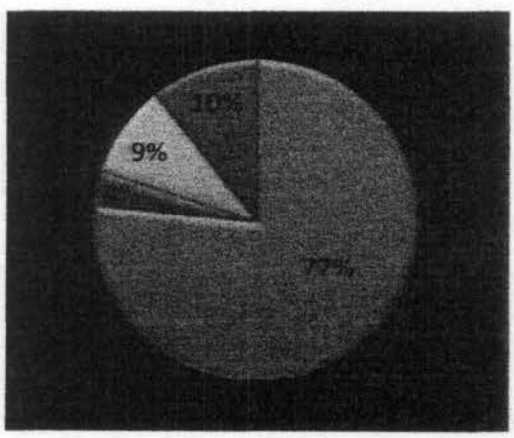
Transit Operation Cost = cost for transit service identified in Mobility Plan

Committed revenue = gas tax revenue, federal funds, assessments, etc.

$$VMT_{rate} = (TCFL / VMT_{growth}) + (TTFL / VMT_{growth})$$

The multi-modal capital infrastructure consisting of roadways, dedicated lanes, sidewalks, bike lanes, multi-use paths, buses, transit stations and park and ride facilities is 90% of the cost utilized to calculate the VMT rate. The mulit-modal transit operations are 10% of the cost utilized to calculate the VMT rate. The following are the values utilized to calculate the VMT Rate:

VEHICLE MILES OF TRAVEL 2008 (VMT base)	1,421,900
VEHICLE MILES OF TRAVEL 2030 (VMT future)	2,010,761
INCREASE IN VEHICLE MILES OF TRAVEL (VMT growth)	588,861
MOBILITY PLAN CAPITAL COST	$223,308,000
COMMITTED FUNDING	$18,000,000
TARGET CAPITAL FUNDING LEVEL (TCFL)	$205,308,000
VEHICLE MILES OF TRAVEL RATE – CAPITAL	$349
MOBILITY PLAN TRANSIT OPERATION COST	$27,000,000
COMMITTED FUNDING	$3,375,000
TARGET TRANSIT OPERATIONS FUNDING LEVEL (TOFL)	$23,625,000
VEHICLE MILES OF TRAVEL RATE – OPERATIONS	$40
VEHICLE MILES OF TRAVEL RATE	$389



Roads & Dedicated Transit Lanes:	77%
Transit Operations:	10%
Transit Capital:	9%
Bicycle & Pedestrian Capital:	4%

Revenue	
Impact Fees:	$8,000,000
Federal:	$7,800,000
Gas Tax:	$4,575,000

INDIVIDUAL LAND USE VEHICLE MILES OF TRAVEL (VMT) METHODOLOGY

The multi-modal transportation mitigation is based on the VMT rate times the number of Vehicular Miles of Travel for individual land uses. The calculation for VMT of travel for an individual land use is as follows:

$$VMT = \text{vehicle trip ends} \times (1 - \%\ \text{community capture}) \times (\text{average travel length} / 2) \times \%\ \text{new trips}$$

Where:

Vehicle Trip Ends = measured per day

Community Capture = a factor utilized to adjust vehicle trip ends for Traditional Neighborhood Developments (TND) & Transit Oriented Developments (TOD) to reflect the capture of vehicular trips within the development

The ***vehicle trips ends*** factor is based on the trip generation rate from the 8th edition of the Institute of Transportation Engineers' (ITE) *Trip Generation*. A trip generation rate is available for a broad range of residential, commercial, office, industrial, civic and recreational uses.

The percentage of ***community capture*** reflects the reduced impact on the overall transportation system by compact, mixed-use, interconnected developments such as Traditional Neighborhood Developments (TND) and Transit Oriented Developments (TOD) due to a reduction in the number of trips on external roadways and an increase in trips made by walking, bicycling and riding transit. Community capture rates are based on the various data, studies and analyses provided in ITE's *Trip Generation*. The transportation impact for developments that are designed in accordance with TND and TOD policies and provide a mixture of residential, commercial, office and civic uses within a single master development plan have been reduced to account for the

community capture of vehicular trips within the development and for the increase in pedestrian and bicycle trips that occur when there is a mixture of uses within an interconnected development.

The ***average trip length*** by land uses is based upon the U.S. Department of Transportation, Bureau of Transportation Statistics, "Summary of Travel Trends: 2005 National Household Transportation Study". The longer the overall average travel length for a land use, the higher the vehicle miles of travel will be. Information from the U.S. Department of Transportation, Federal Highway Administration "National Personal Transportation Survey" were utilized to develop factors that reduced the average travel length of overall trips for uses classified as convenience, neighborhood, local, and community. In addition, a Geographic Information System (GIS) market share analysis was conducted for existing non-residential uses to adjust the reduced average trip length factors based on real world conditions in Alachua County. Convenience uses such as banks, fast-food and gas stations generate a significant amount of traffic, however, the trip length to and from these types of convenience uses in reality is quite short. A large portion of trips to and from many land uses come from adjacent roadways. For example, an individual driving from their place of work to their house may first stop at a grocery store, then drive a mile or less to a gas station or bank and then head home. The average trip length to the gas station or bank is not the trip from home or work to the use, but is likely part of a trip on the way to some other destination. Regional retail uses such as a home improvement center or a discount superstore are uses that typically are destinations, are limited in total number of stores and have a longer average trip length and draw trips from the larger community.

The ***percentage of new trips*** is based on a combination of the various pass-by analyses provided in ITE's *Trip Generation* and various studies that demonstrated higher pass-by rates for convenience land uses such as fast food and convenience gas stations. While the ITE's *Trip Generation* does not recognize pass-by rates for uses other than retail, pass-by rates were utilized on a number of non-retail uses such as offices, hospitals, social and civic uses in recognition that not all trips to these types of uses are new trips. A pass-by trip is a trip that is already on the roadway and stops at a land uses between an origin point (commonly a dwelling) and a destination (place of employment, park). For example, a person drives from home to work in the morning and stops for a quick breakfast at a fast food restaurant along the way. If the fast food restaurant is accessed from the same roadway that the person is going to work on, then this trip would be treated as a

pass-by trip. A pass-by trip is different than the convenience trip length reduction factor, in that a trip only counts as a pass-by trip if an individual travels on the same roadway; whereas the convenience trip length reduction in travel applies to the trip length between uses and the need to access another roadway. For example, if an individual traveling from Gainesville to Newberry on Newberry Road stops at the grocery store in Jonesville, then exits onto CR 241 and stops for gas, then gets back on Newberry Road to head towards Newberry, then the trip to the grocery store is a pass-by trip, but the trip to the gas station via CR 241 is not a pass-by trip. However, the trip length to the gas station is shorter because it is based on the trip length from the grocery store to the gas station, not from Gainesville to the gas station.

ROADWAY ONLY MOBILITY PLAN - STANDARD CONCURRENCY APPROACH

The Alachua County Board of County Commissioners could have opted for an alternative Mobility Plan, one focused entirely on increases in roadway capacity. The projects identified in the Capital Improvements Element could have focused exclusively on roadways to meet adopted LOS standards for each facility rather than the multi-modal means of meeting LOS standards. Under a traditional motor vehicle oriented concurrency approach, future travel demand and increases in vehicle miles of travel would have been addressed solely through the widening of existing roadways and the construction of new roadways. In addition to the roadway projects identified in the Mobility Plan and included in the currently adopted Capital Improvements Element, the major roadways identified in the table on page 15 would have needed to be funded and widened to achieve the LOS standards.

The old transportation concurrency system was based on a segment by segment LOS analysis. When a roadway segment was over capacity, development could not proceed until additional capacity was provided. In addition, the County would be required to indicate in its Comprehensive Plan how the additional capacity would be provided in order to demonstrate that the County had a financially feasible Comprehensive Plan. Based upon the land uses allowed within the Comprehensive Plan, the County could not demonstrate based on a segment by segment roadway LOS standard that the Plan was financially feasible. To demonstrate financial feasibility, roadways such as NW 39th Avenue and Newberry Road would need to be widened to six lanes along with a number of other roadways that would have to be widened.

Roadway	From	To	Widen	Length
Newberry Rd (SR 26)*	Interstate 75	CR 241 (NW 143rd)	4 to 6	4.5
Archer Rd (SR 24)*	Interstate 75	Tower Road	4 to 6	2.2
NW 39th Ave (SR 222)	NW 43rd Street	Interstate 75	4 to 6	3.5
NW 39th Ave	NW 98th Street	CR 241 (NW 143rd)	2 to 4	2.9
Williston Rd (SR 331)	US 441	Interstate 75	4 to 6	2.3
SW 20th / 24th Ave	Interstate 75	SW 122nd (Parker Rd)	2 to 4	4.4
NW 43rd St	NW 23rd Ave	Millhopper Rd	4 to 6	2
Tower Road	Archer Road (SR 24)	SW 8th Avenue	2 to 4	3.2
CR 241	Newberry Rd (SR 26)	NW 39th Ave	2 to 4	2.4
NW 83rd St*	NW 39th Ave (SR 222)	NW 23rd Ave	2 to 4	1
Ft. Clarke Blvd*	NW 23rd Ave	Newberry Rd (SR 26)	2 to 4	1
* Denotes roadways where dedicated transit lanes are identified in the Mobility Plan CIE				

The following are the values utilized to calculate a VMT rate for a roadway only plan had the BOCC not adopted the Mobility Plan:

VEHICLE MILES OF TRAVEL 2008 (VMT base)	1,421,900
VEHICLE MILES OF TRAVEL 2030 (VMT future)	2,010,761
INCREASE IN VEHICLE MILES OF TRAVEL (VMT growth)	588,861
ROADWAY ONLY CAPITAL COST	$482,410,951
COMMITTED FUNDING	$9,000,000
TARGET FUNDING LEVEL	$473,410,951
VEHICLE MILES OF TRAVEL RATE	$804

COMPARATIVE ANALYSIS – MULTI-MODAL PLAN vs. ROADWAY ONLY PLAN

A comparative analysis has been conducted to demonstrate the difference between the adopted multi-modal supportive Mobility Plan and a motor vehicle oriented Mobility Plan to illustrate the difference between the two approaches. The methodologies utilized in this comparative analysis are the same, with the only differences being the projects included in the analysis and the cost to

fund those projects. The mitigation for a Mobility Plan based solely on roadway is significantly higher than the multi-modal transportation mitigation based on the County's Mobility Plan as illustrated in the table below.

Land Use	Roadway Only Mitigation	MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)					
		Development Pattern			Difference from Roadway Only Mitigation		
		NON TND/TOD	TND	TOD	NON TND/TOD	TND	TOD
2,000 sq ft single family	$13,080	$6,328	$4,988	$3,702	-$6,752	-$8,092	-$9,378
10,000 sq ft office	$101,250	$48,990	$41,640	$34,290	-$52,260	-$59,610	-$66,960
10,000 sq ft retail	$170,120	$82,310	$65,850	$49,380	-$87,810	-$104,270	-$120,740

The Table above is a subset of the table on page 21 at the end of this report. The calculation of the mitigation for a roadway based Mobility Plan is based on the same methodology utilized to calculate the multi-modal transportation mitigation based on the County's adopted Mobility Plan. The only difference in the methodology between the roadway only mitigation and the multi-modal transportation mitigation is the infrastructure necessary to provide mobility. The following is an explanation of the figures in the table above and the table on page 18. The roadway only mitigation based on a roadway only Mobility Plan would be $13,080 for a 2,000 square foot single family home. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home is $6,328 a difference of -$6,752 from the roadway only mitigation. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home located within a Traditional Neighborhood Development (TND) is $4,988; a difference of $8,092. The multi-modal transportation mitigation based on the adopted Mobility Plan for a 2,000 square foot single-family home located within a Transit Oriented Development (TOD) is $3,702; a difference of $9,378. The mitigation illustrated above clearly indicates the significant cost savings due to the adoption of a Mobility Plan that provides mobility via multiple means of transportation. Further, the TND and TOD policies adopted as part of the Mobility Plan result in a substantial drop in the assessed multi-modal transportation mitigation compared to a mitigation based on a roadway only Mobility Plan.

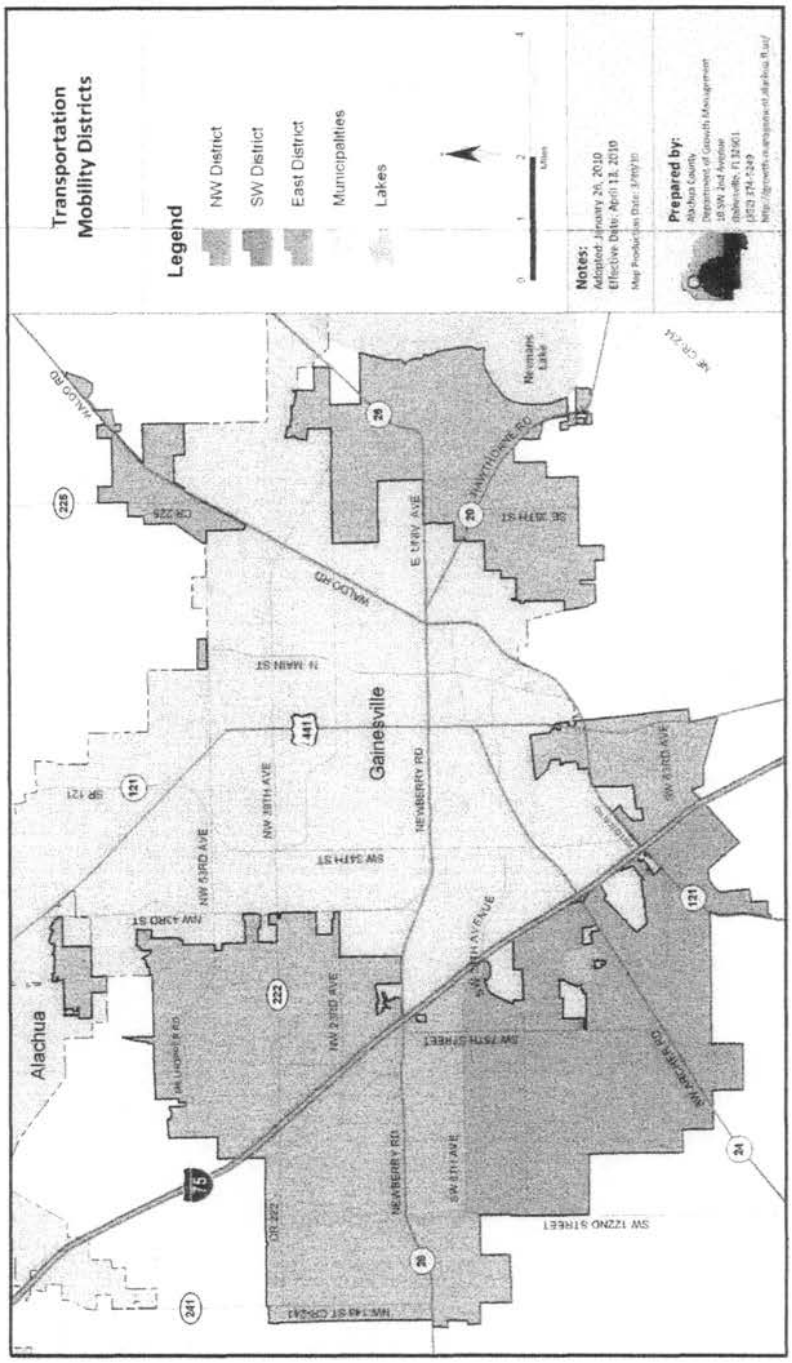
MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM

The Multi-Modal Transportation Mitigation (MMTM) program provides an alternative to traditional transportation concurrency within the Urban Cluster by allowing private development to mitigate its transportation impacts and receive concurrency approval through a one-time mitigation payment. The MMTM program is different from an Impact Fee, Mobility Fee or Multi-Modal Transportation Fee in that it specifically applies to developments that have not received final transportation concurrency approval and do not currently have a valid Final Certificate of Level of Service Compliance (CLSC). **Developments within the Urban Cluster that do not have a valid CLSC as of the date of approval of the MMTM program shall be required to pay the multi-modal transportation mitigation to receive transportation concurrency approval.**

Developments that have a Final Certificate of Level of Service Compliance (CLSC) for transportation or have an existing residential lot of record shall continue to mitigate their impact through payment of the existing transportation impact fee. No changes are being recommended to the existing transportation impact fee ordinance. Should the CLSC expire for all or a portion of a development, the Developer shall be required to pay the MMTM to meet concurrency. Developments that pay a MMTM shall not be required to also pay a transportation impact fee.

The implementation of the MMTM program will function similar to the current transportation impact fee process. The biggest difference is that developers will sign a MMTM agreement concurrent with a CLSC. There is a MMTM schedule (page 19) that allows an individual to simply look up the land use they are interested in and determine the required mitigation. A developer has the option to conduct an alternative analysis to determine a fee that is different from what is indicated on the MMTM schedule.

The MMTM will be assessed at building permit and paid before final inspection. A developer shall have the option to prepay their MMTM at any time after approval of the final development plan and the MMTM agreement. Revenues for the MMTM program shall be expended within the Transportation Mobility District (page 18) in which the MMTM was collected. Requests for MMTM credit for things such as right-of-way dedication or construction of infrastructure shall be evaluated on a case-by-case basis consistent with the MMTM ordinance. The MMTM program will be adopted into Article 12 Concurrency Management of the Unified Land Development Code.


Transportation
Mobility Districts
Legend
NW District
SW District
East District
Municipalities
Lakes
Notes:
Adopted: January 26, 2010
Effective Date: April 13, 2010
Map Production Date: 3/19/10
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Alachua
Newnans Lake
NEWBERRY RD
NW 143RD ST
SW 122ND STREET
SW 75TH STREET
NW 53RD AVE
NW 39TH AVE
NW 23RD AVE
SW 8TH AVE
SW 23RD AVE
SW ARCHER RD
E UNIV AVE
N MAIN ST
SW 34TH ST
SE 35TH ST
HAWTHORNE RD
MALOY RD
NW 43RD ST
SR 121
CR 225
CR 222
CR 241
441
121
75
241
222
225
26
20
24

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

Below is the proposed multi-modal transportation mitigation schedule. The 1st column is the multi-modal transportation mitigation (MMTM). The 2nd column is the MMTM for Traditional Neighborhood Developments (TND). The 3rd column is the MMTM for Transit Oriented Developments (TOD).

2011 MULTI-MODAL TRANSPORTATION MITIGATION			
	MMTM Non TND/TOD	MMTM TND	MMTM TOD
RESIDENTIAL:			
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:			
All Residential per 1,000 FT²	$3,164	$2,494	$1,851
Residential Expansion per 1,000 FT²	$1,582	$1,247	$929
RECREATION:			
Park Per Acre	$1,706	$1,450	$1,194
Golf Course Per Hole	$21,480	--	--
Racquet/Tennis Club Per Court	$11,592	$9,855	$8,114
Health/Fitness Club Per 1,000 FT²	$9,864	$8,384	$6,904
Recreation/Community Center Per 1,000 FT²	$6,853	$5,825	$4,798
INSTITUTIONAL PER 1,000 FT²:			
Private School (K-12)	$3,502	$2,977	$2,480
Place of Worship	$3,256	$2,767	$2,306
Day Care Center	$4,702	$3,997	$3,291
Library	$6,092	$5,178	$4,264
OFFICE PER 1,000 FT² :			
Businesses & Professional Services (less than 50,000 FT²	$4,899	$4,164	$3,429
Businesses & Professional Services (50,000 FT² & greate	$6,537	$5,556	$4,576
MEDICAL BUILDINGS PER 1,000 FT²:			
Medical / Dental Offices	$7,133	$6,063	$4,993
Hospitals	$6,684	$5,682	$4,679
Nursing Home	$1,934	$1,644	$1,354
INDUSTRIAL BUILDINGS PER 1,000 FT²:			
Industrial, Manufacturing, Warehousing	$4,384	--	--
Mini-Warehousing	$1,393	--	$697
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:			
Small Scale Retail Store (less than 20,000 FT²)	$8,231	$6,585	$4,938
Medium Scale Retail Store (20,000 to 50,000 FT²)	$13,697	$11,642	$9,588
Large Scale Retail Store (greater than 50,000 FT²)	$21,898	$18,614	$15,329
Large Scale Retail Superstore	$38,640	$32,844	$27,048
Large Scale Wholesale Club - Membership	$24,870	$20,080	$16,540
Grocery Store	$21,775	$18,509	$15,242
Pharmacy with Drive-Thru	$14,897	$12,662	$10,428
Restaurant with Drive-Thru	$26,295	$22,351	$18,406
Car Sales	$15,764	--	--
Auto Parts Stores	$14,950	--	--
Tire & Auto Repair	$5,518	--	--
NON-RESIDENTIAL:			
Hotel Per Room	$4,708	$3,767	$2,825
Movie Theater Per Screen	$22,410	$18,096	$14,904
Bank with Drive-Thru Per Drive-Thru Lane	$20,519	$17,441	$14,364
Convenience Market & Gas Per Pump	$33,085	$28,123	$23,160
Quick Lube Vehicle Service Per Bay	$6,243	$5,254	$4,327
Car Wash Per Stall	$6,585	$5,541	$4,563

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

The following are the values utilized to calculate the vehicle miles of travel in the MMTM schedule. Pages 12 to 14 of this report provide further detail of each of that variable shown in the columns below.

	AVERAGE	%	DAILY TRIP GENERATION		
	TRIP	NEW	Non	TND	TOD
	LENGTH	TRIPS	TND/TOD		
RESIDENTIAL:					
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:					
All Residential per 1,000 FT²	3.41	100%	4.77	3.76	2.79
Residential Expansion per 1,000 FT²	3.41	100%	2.39	1.88	1.40
RECREATION:					
County Park Per Acre	3.86	100%	2.27	1.93	1.59
Golf Course Per Hole	3.09	100%	35.74	--	--
Racquet/Tennis Club Per Court	1.54	100%	38.70	32.90	27.09
Health/Fitness Club Per 1,000 FT²	1.54	100%	32.93	27.99	23.05
Recreation/Community Center Per 1,000 FT²	1.54	100%	22.88	19.45	16.02
INSTITUTIONAL PER 1,000 FT²:					
Private School (K-12)	1.63	50%	22.09	18.78	15.47
Place of Worship	2.45	75%	9.11	7.74	6.38
Day Care Center	0.61	50%	79.26	67.37	55.48
Library	1.16	50%	54.00	45.90	37.80
OFFICE PER 1,000 FT² :					
Businesses & Professional Services (less than 50,000 FT²)	3.05	75%	11.01	9.36	7.71
Businesses & Professional Services (50,000 FT² & greater)	4.07	75%	11.01	9.36	7.71
MEDICAL BUILDINGS PER 1,000 FT²:					
Medical / Dental Offices	2.03	50%	36.13	30.71	25.29
Hospitals	3.26	60%	17.57	14.93	12.30
Nursing Home	3.26	50%	6.10	5.19	4.27
INDUSTRIAL BUILDINGS PER 1,000 FT²:					
Industrial, Manufacturing, Warehousing	4.77	90%	5.25	--	--
Mini-Warehousing	3.82	75%	2.50	--	1.25
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:					
Small Scale Retail Store (less than 20,000 FT²)	2.19	45%	42.94	34.35	25.76
Medium Scale Retail Store (20,000 to 50,000 FT²)	3.28	50%	42.94	36.50	30.06
Large Scale Retail Store (greater than 50,000 FT²)	4.37	60%	42.94	36.50	30.06
Large Scale Retail Superstore	4.37	65%	69.94	59.45	48.96
Large Scale Wholesale Club - Membership	4.37	70%	41.80	33.75	27.80
Grocery Store	2.19	50%	102.24	86.90	71.57
Pharmacy with Drive-Thru	1.91	45%	89.11	75.74	62.38
Restaurant with Drive-Thru	1.09	25%	496.12	421.70	347.28
Car Sales	2.86	85%	33.34	--	--
Auto Parts Stores	1.91	65%	61.91	--	--
Tire & Auto Repair	2.39	75%	15.83	--	--
NON-RESIDENTIAL:					
Hotel Per Room	4.09	95%	6.23	4.98	3.74
Movie Theater Per Screen	4.63	50%	49.77	40.19	33.10
Bank with Drive-Thru Per Drive-Thru Station	1.07	40%	246.49	209.52	172.54
Convenience Market & Gas Per Fueling Position	0.95	33%	542.60	461.21	379.82
Quick Lube Vehicle Service Per Bay	1.07	75%	40.00	33.66	27.72
Car Wash Per Stall	0.95	33%	108.00	90.88	74.84

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

Below is a table comparing the Roadway Only Mobility Plan to the Multi-Modal Mobility Plan adopted by the Board of County Commissioners. The MMTM columns include the same data as the table provided on page 19.

2011 MULTI-MODAL TRANSPORTATION MITIGATION				
	Roadway Only Mobility Plan	MMTM Non TND/TOD	MMTM TND	MMTM TOD
RESIDENTIAL:				
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:				
All Residential per 1,000 FT²	$6,540	$3,164	$2,494	$1,851
Residential Expansion per 1,000 FT²	$3,270	$1,582	$1,247	$929
RECREATION:				
County Park Per Acre	$3,526	$1,706	$1,450	$1,194
Golf Course Per Hole	$44,396	$21,480	--	--
Racquet/Tennis Club Per Court	$23,958	$11,592	$9,855	$8,208
Health/Fitness Club Per 1,000 FT²	$20,386	$9,978	$8,481	$6,904
Recreation/Community Center Per 1,000 FT²	$14,165	$6,853	$5,825	$4,798
INSTITUTIONAL PER 1,000 FT²:				
Private School (K-12)	$7,239	$3,502	$2,977	$2,480
Place of Worship	$6,729	$3,256	$2,767	$2,306
Day Care Center	$9,718	$4,702	$3,997	$3,291
Library	$12,591	$6,092	$5,178	$4,264
OFFICE PER 1,000 FT² :				
Businesses & Professional Services (less than 50,000 FT²)	$10,125	$4,899	$4,164	$3,429
Businesses & Professional Services (50,000 FT² & greater)	$13,510	$6,537	$5,556	$4,576
MEDICAL BUILDINGS PER 1,000 FT²:				
Medical / Dental Offices	$14,742	$7,133	$6,063	$4,993
Hospitals	$13,816	$6,684	$5,682	$4,679
Nursing Home	$3,997	$1,934	$1,644	$1,354
INDUSTRIAL BUILDINGS PER 1,000 FT²:				
Industrial, Manufacturing, Warehousing	$9,060	$4,384	--	--
Mini-Warehousing	$2,879	$1,393	--	$697
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:				
Small Scale Retail Store (less than 20,000 FT²)	$17,012	$8,231	$6,585	$4,938
Medium Scale Retail Store (20,000 to 50,000 FT²)	$28,309	$13,697	$11,642	$9,588
Large Scale Retail Store (greater than 50,000 FT²)	$45,261	$21,898	$18,614	$15,329
Large Scale Retail Superstore	$79,863	$38,640	$32,844	$27,048
Large Scale Wholesale Club - Membership	$51,402	$24,870	$20,080	$16,540
Grocery Store	$45,005	$21,775	$18,509	$15,242
Pharmacy with Drive-Thru	$30,789	$14,897	$12,662	$10,428
Restaurant with Drive-Thru	$54,347	$26,295	$22,351	$18,406
Car Sales	$32,582	$15,764	--	--
Auto Parts Stores	$30,898	$14,950	--	--
Tire & Auto Repair	$11,404	$5,518	--	--
NON-RESIDENTIAL:				
Hotel Per Room	$9,731	$4,708	$3,767	$2,825
Movie Theater Per Screen	$46,317	$22,410	$18,096	$14,904
Bank with Drive-Thru Per Drive-Thru Lane	$42,410	$20,519	$17,441	$14,364
Convenience Market & Gas Per Pump	$68,382	$33,085	$28,123	$23,160
Quick Lube Vehicle Service Per Bay	$12,904	$6,243	$5,254	$4,327
Car Wash Per Stall	$13,611	$6,585	$5,541	$4,563

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

Below is a table comparing the existing transportation impact fee to the Multi-Modal Transportation Mitigation. The 1st column is the current reduced impact fee, which has been reduced 15% by the BOCC. The 2nd column is the impact fee without the 15% reduction. The MMTM columns include the same data as the table provided on page 19.

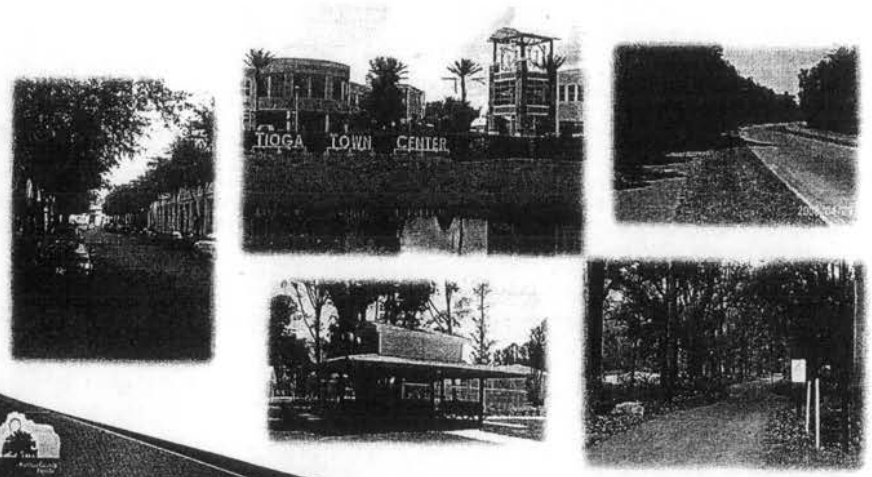
2011 MULTI-MODAL TRANSPORTATION MITIGATION					
	Current 2011 IMPACT	FULL 2011 IMPACT	MMTM Non TND/TOD	MMTM TND	MMTM TOD
RESIDENTIAL:	FEE	FEE			
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:					
All Residential per 1,000 FT²	$2,073	$2,439	$3,164	$2,494	$1,851
Residential Expansion per 1,000 FT²	$1,074	$1,264	$1,582	$1,247	$929
RECREATION:					
Park Per Acre	$1,130	$1,329	$1,706	$1,450	$1,194
Golf Course Per Hole	$14,062	$16,543	$21,480	--	--
Racquet/Tennis Club Per Court	$7,607	$8,949	$11,592	$9,855	$8,114
Health/Fitness Club Per 1,000 FT²	$6,480	$7,624	$9,864	$8,384	$6,904
Recreation/Community Center Per 1,000 FT²	$4,515	$5,312	$6,853	$5,825	$4,798
INSTITUTIONAL PER 1,000 FT²:					
Private School (K-12)	$2,312	$2,720	$3,502	$2,977	$2,480
Place of Worship	$2,124	$2,499	$3,256	$2,767	$2,306
Day Care Center	$3,097	$3,644	$4,702	$3,997	$3,291
Library	$3,988	$4,692	$6,092	$5,178	$4,264
OFFICE PER 1,000 FT² :					
Businesses & Professional Services (less than 50,000 FT²	$3,199	$3,763	$4,899	$4,164	$3,429
Businesses & Professional Services (50,000 FT² & greate	$4,276	$5,030	$6,537	$5,556	$4,576
MEDICAL BUILDINGS PER 1,000 FT²:					
Medical / Dental Offices	$4,700	$5,529	$7,133	$6,063	$4,993
Hospitals	$4,382	$5,155	$6,684	$5,682	$4,679
Nursing Home	$1,258	$1,480	$1,934	$1,644	$1,354
INDUSTRIAL BUILDINGS PER 1,000 FT²:					
Industrial, Manufacturing, Warehousing	$2,858	$3,362	$4,384	--	--
Mini-Warehousing	$920	$1,082	$1,393	--	$697
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:					
Small Scale Retail Store (less than 20,000 FT²)	$5,378	$6,327	$8,231	$6,585	$4,938
Medium Scale Retail Store (20,000 to 50,000 FT²)	$8,974	$10,557	$13,697	$11,642	$9,588
Large Scale Retail Store (greater than 50,000 FT²)	$14,640	$17,224	$21,898	$18,614	$15,329
Large Scale Retail Superstore	$25,317	$29,785	$38,640	$32,844	$27,048
Large Scale Wholesale Club - Membership	$16,291	$19,166	$24,870	$20,080	$16,540
Grocery Store	$14,284	$16,763	$21,775	$18,509	$15,242
Pharmacy with Drive-Thru	$9,761	$11,483	$14,897	$12,662	$10,428
Restaurant with Drive-Thru	$17,293	$20,345	$26,295	$22,351	$18,406
Car Sales	$10,337	$12,161	$15,764	--	--
Auto Parts Stores	$9,786	$11,513	$14,950	--	--
Tire & Auto Repair	$3,623	$4,262	$5,518	--	--
NON-RESIDENTIAL:					
Hotel Per Room	$3,098	$3,645	$4,708	$3,767	$2,825
Movie Theater Per Screen	$14,692	$17,285	$22,410	$18,096	$14,904
Bank with Drive-Thru Per Drive-Thru Lane	$13,409	$15,776	$20,519	$17,441	$14,364
Convenience Market & Gas Per Pump	$21,775	$25,618	$33,085	$28,123	$23,160
Quick Lube Vehicle Service Per Bay	$4,065	$4,782	$6,243	$5,254	$4,327
Car Wash Per Stall	$4,328	$5,092	$6,585	$5,541	$4,563

MULTI-MODAL TRANSPORTATION MITIGATION (MMTM)

Below is the three (3) year phase-in of the Multi-Modal Transportation Mitigation rates per direction from the BOCC at the March 15th, 2011 Special Meeting on the Multi-Modal Transportation Mitigation Program. The phase-in is based on the difference between the 2011 transportation impact fee and the full MMTM rate. The difference is phased in 1/3 increments over a three year period starting in 2011.

MULTI-MODAL TRANSPORTATION MITIGATION - PHASING SCHEDULE (33% ANNUAL PHASE IN FOR 3 YEARS) BASED ON 2011 IMPACT FEE												
	Current	2011			2012				2013			
	2011	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM	MMTM
	IMPACT	Non	TND	TOD	Non	TND	TOD	Non	TOD	Non	TND	TOD
RESIDENTIAL:	FEE	TND/TOD			TND/TOD			TND/TOD				
RESIDENTIAL URBAN SERVICE / CLUSTER AREA:												
All Residential per 1,000 FT²	$2,073	$2,433	$2,212	$1,704	$2,793	$2,351	$1,777	$3,154	$2,494	$1,861		
Residential Expansion per 1,000 FT²	$1,074	$1,242	$1,131	$832	$1,410	$1,188	$880	$1,582	$1,247	$929		
RECREATION:												
Park Per Acre	$1,130	$1,320	$1,235	$1,151	$1,510	$1,341	$1,172	$1,706	$1,450	$1,194		
Golf Course Per Hole	$14,062	$16,510	--	--	$18,958	--	--	$21,480	--	--		
Racquet/Tennis Club Per Court	$7,607	$8,922	$8,348	$7,774	$10,237	$9,090	$7,942	$11,552	$9,855	$8,114		
Health/Fitness Club Per 1,000 FT²	$6,480	$7,597	$7,109	$6,620	$8,713	$7,737	$6,760	$9,894	$8,384	$6,904		
Recreation/Community Center Per 1,000 FT²	$4,515	$5,287	$4,948	$4,609	$6,058	$5,380	$4,702	$6,863	$5,825	$4,798		
INSTITUTIONAL PER 1,000 FT²:												
Private School (K-12)	$2,312	$2,705	$2,531	$2,357	$3,098	$2,751	$2,403	$3,502	$2,977	$2,452		
Place of Worship	$2,124	$2,498	$2,336	$2,184	$2,871	$2,549	$2,244	$3,256	$2,767	$2,303		
Day Care Center	$3,097	$3,627	$3,394	$3,161	$4,156	$3,691	$3,225	$4,702	$3,997	$3,291		
Library	$3,988	$4,682	$4,381	$4,079	$5,377	$4,773	$4,170	$6,082	$5,178	$4,264		
OFFICE PER 1,000 FT²:												
Businesses & Professional Services (less than 50,000 FT²)	$3,199	$3,760	$3,517	$3,275	$4,321	$3,836	$3,351	$4,899	$4,184	$3,429		
Businesses & Professional Services (50,000 FT² & greater)	$4,276	$5,022	$4,698	$4,375	$5,788	$5,121	$4,474	$6,537	$5,586	$4,575		
MEDICAL BUILDINGS PER 1,000 FT²:												
Medical / Dental Offices	$4,700	$5,503	$5,149	$4,795	$6,305	$5,599	$4,893	$7,133	$6,093	$4,993		
Hospitals	$4,382	$5,149	$4,811	$4,480	$5,901	$5,240	$4,578	$6,684	$5,682	$4,679		
Nursing Home	$1,258	$1,481	$1,385	$1,290	$1,704	$1,513	$1,321	$1,934	$1,644	$1,364		
INDUSTRIAL BUILDINGS PER 1,000 FT²:												
Industrial, Manufacturing, Warehousing	$2,858	$3,361	--	--	$3,865	--	--	$4,364	--	--		
Mini-Warehousing	$920	$1,076	--	$548	$1,232	--	$823	$1,393	--	$697		
GENERAL COMMERCIAL RETAIL PER 1,000 FT²:												
Small Scale Retail Store (less than 20,000 FT²)	$5,378	$6,319	$5,776	$4,848	$7,261	$6,174	$4,793	$8,231	$6,585	$4,938		
Medium Scale Retail Store (20,000 to 50,000 FT²)	$8,974	$10,533	$9,855	$9,177	$12,091	$10,735	$9,379	$13,697	$11,642	$9,588		
Large Scale Retail Store (greater than 50,000 FT²)	$14,540	$17,035	$15,951	$14,867	$19,411	$17,263	$15,085	$21,898	$18,614	$15,329		
Large Scale Retail Superstore	$25,317	$29,714	$27,801	$25,888	$34,110	$30,385	$26,460	$38,340	$32,844	$27,048		
Large Scale Wholesale Club - Membership	$16,291	$19,122	$17,542	$16,373	$21,853	$18,792	$16,456	$24,870	$20,080	$16,540		
Grocery Store	$14,284	$16,756	$15,678	$14,600	$19,228	$17,072	$14,817	$21,775	$18,509	$15,242		
Pharmacy with Drive-Thru	$9,761	$11,456	$10,718	$9,981	$13,150	$11,676	$10,201	$14,897	$12,662	$10,428		
Restaurant with Drive-Thru	$17,293	$20,264	$18,892	$17,861	$23,234	$20,631	$18,028	$26,295	$22,351	$18,406		
Car Sales	$10,337	$12,128	--	--	$13,919	--	--	$15,782	--	--		
Auto Parts Stores	$9,786	$11,490	--	--	$13,194	--	--	$14,950	--	--		
Tire & Auto Repair	$3,623	$4,248	--	--	$4,873	--	--	$5,518	--	--		
NON-RESIDENTIAL:												
Hotel Per Room	$3,098	$3,630	$3,319	$2,845	$4,161	$3,539	$2,735	$4,708	$3,767	$2,825		
Movie Theater Per Screen	$14,592	$17,239	$15,816	$14,392	$19,780	$18,038	$14,832	$22,410	$18,098	$14,902		
Bank with Drive-Thru Per Drive-Thru Lane	$13,409	$16,755	$14,740	$13,724	$18,102	$16,070	$14,039	$20,619	$17,441	$14,364		
Convenience Market & Gas Per Pump	$21,775	$26,508	$23,870	$22,232	$29,240	$26,965	$24,689	$33,085	$28,123	$23,160		
Quick Lube Vehicle Service Per Bay	$4,065	$4,784	$4,457	$4,131	$5,503	$4,850	$4,238	$6,243	$5,254	$4,327		
Car Wash Per Stall	$4,328	$5,073	$4,729	$4,406	$5,818	$5,129	$4,483	$6,585	$5,541	$4,563		

MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM (MMTM)



WHAT IT IS?

- Last required component of Mobility Plan to be adopted
- Streamlined alternative to traditional concurrency
- One time payment to mitigate impact
- Eliminate transportation concurrency uncertainly
- Fair and equitable for all new development
- Dramatic reduction in proportionate share

MULTI-MODAL TRANSPORTATION MITIGATION PROGRAM (MMTM)

What is it?

Where does it apply?

Who pays it?

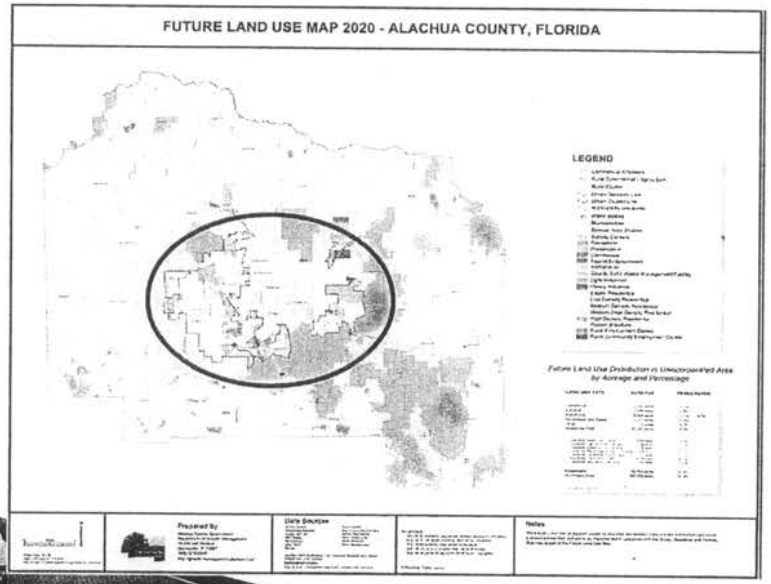
When is it assessed?

When does it get paid?

Where does it get spent?

What does it get spent on?

WHERE DOES IT APPLY?



WHO PAYS IT?

- New development without CLSC
- Approved development whose CLSC expires
- CLSC = Concurrency level of service compliance

Approved development with a valid CLSC will continue to pay the existing transportation impact fee

APPROVED DEVELOPMENT

- Extending CLSC & Phases for 2 Years – transportation only
- Vesting for concurrency and impact fees for following:
- Projects with 25% of infrastructure built by July 31st, 2011
  - ✓ Vested from concurrency
  - ✓ Vested to pay current impact fee
- Projects with 50% of infrastructure built by CLSC expiration
  - ✓ Vested from concurrency
  - ✓ Vested to pay impact fee

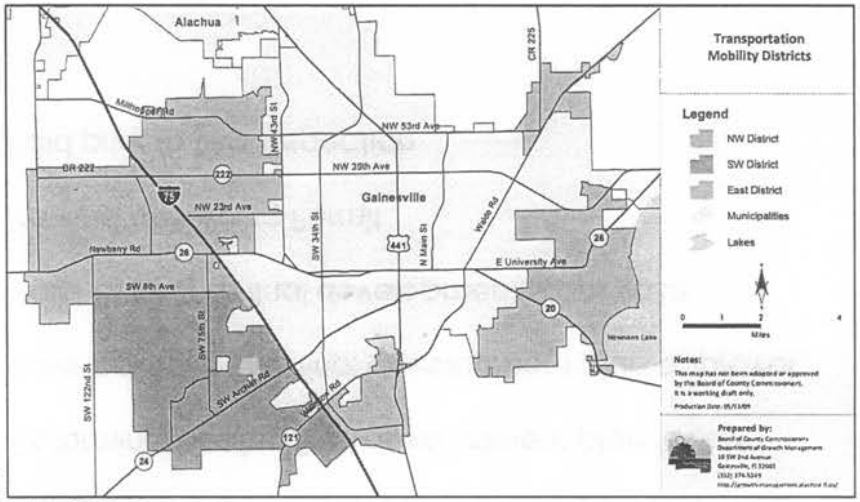
WHEN IS IT ASSESSED?

- Determined during final development plan review
- Rate locked in with final development plan approval
- Valid as long as final development plans valid
- Verified at Building Permit
- Paid prior to final inspection

PRE-PAYMENT INCENTIVE

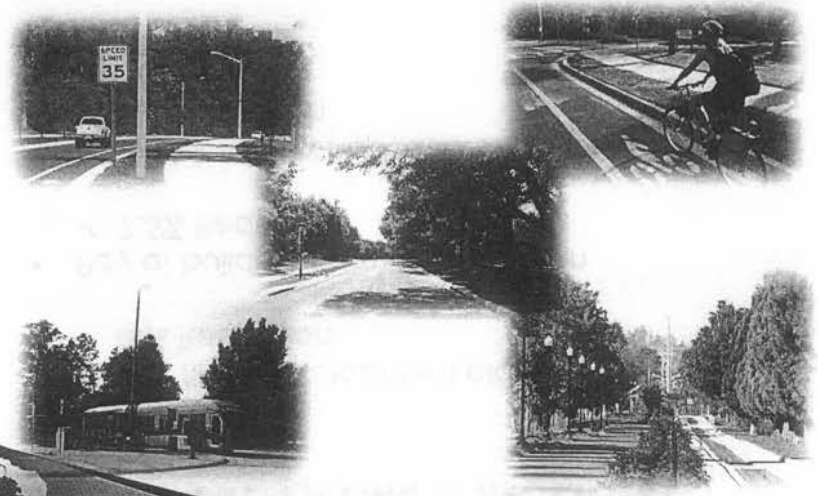
- Pay at final development plan
  - ✓ 15% Reduction
- Pay at building permit application
  - ✓ 7.5% Reduction
- Pay prior to final inspection
  - ✓ No Reduction

WHERE DOES IT GET SPENT?



WHAT DOES IT GET SPENT ON?

Consistent with Capital Improvements Element



PHASING SCHEDULE

Phasing based on current reduced impact fee

Phased in over a 3 year period

April 15th is the date that the phasing will occur

YEAR	Single Use	TND	TOD
2011	$2,433	$2,212	$1,704
2012	$2,793	$2,352	$1,777
2013	$3,164	$2,494	$1,851

Based on residential dwelling per 1,000 sq ft

STAFF RECOMMENDATION

Adopt Ordinance 11-XX Multi-Modal Transportation Mitigation Program

April 12, 2011 Regular BoCC Meeting
Agenda Item #24

Title
ZOM-03-11: A request to rezone from 'BP' (Business/Professional) district and 'BH' (Business /Highway) district to 'HM' (Hospital Medical) district on approximately 13.9 acres. (Amended)

Amount
N/A

Description
A request by Richard Jones & Michael Pellett, agents, for Meridian Behavioral Healthcare, Inc. owners, to rezone from 'BH' (Highway Oriented Business) district and 'BP'(Business/Professional) district to 'HM' (Hospital/Medical) district on approximately 13.9 acres located at 4300 Block of SW 13th Street on Tax Parcel Numbers 07221-003-000, 07221-004-000 and 07221-005-000.

Recommendation
Staff recommends that the Board hear the the request to rezone from BH district and BP district to HM district on approximately 13.9 acres on SW 13 and adopt the resolution approving the requested zoning change.

Alternative(s)
Do not adopt the resolution

Requested By
Gerald L. Brewington (374-5249)

Originating Department
Growth Management

Attachment(s) Description
1) Staff Report 2) Background Information 3) Staff Powerpoint Presentation 4) Resolution Z-11-05

Documents Requiring Action
Resolution Z-11-05

Executive Summary
The applicant is requesting a zoning change from the BP and BH zoning districts to the HM (Hospital Medical) district. The request will bring the zoning for the site into conformance with the underlying Institutional land use designation.

Background
The Meridian Facility has occupied this site for almost thirty years. however, the BP and BH zoning districts do not permit medical facilities such as Meridian. The request is therefore to amend the zoning designation of this property to HM (Hospital Medical) district. This will allow the Meridian facility as a permitted use and will also being the zoning into conformance with the underlying land use designation.

Issues
The proposed rezoning will bring the site into conformance with the underlying land use designation. The Meridian facility has been located at this site since the 1980's. It will not introduce a new or incompatible use if the HM zoning district is approved.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: Site Plan.pdf
Attachment: MBHCI Zoning Boundaries.pdf
Attachment: ZOM0311 Staff Report.pdf
Attachment: Resolution for ZOM0311.pdf
Attachment: MBHCI Zoning Application original.pdf
Attachment: ZOM0311 Powerpoint Presentation.pdf

Alachua County
Office of Planning and Development Staff Report

Application Number: ZOM-03-11 Staff Contact: Jerry Brewington
352-374-5249

Local Planning Agency **Hearing Date: March 16, 2011**
Board of County Commissioners **Hearing Date: April 12, 2011**

SUBJECT: A request for a zoning change from 'BP' (Business Professional) district and 'BH' (Business/Highway) district to 'HM' (Hospital Medical) district.

APPLICANT/AGENT: Richard T. Jones and Michael Pellett (Agents)

PROPERTY OWNER: Meridian Behavioral Healthcare, Inc.

PROPERTY DESCRIPTION:
Location: 4300/4400 Block of SW 13th Street
Parcel Numbers: 07221-003-000, 07221-004-000 & 07221-005-000
Section/Township/Range: 19-10-20
Land Use: Institutional
Zoning: 'BP' and 'BR' districts
Existing Use: Institutional
Acreage: 13.9

ZONING VIOLATION HISTORY: There are currently no violations on the site.

STAFF RECOMMENDATION: **Approval** with bases as found in the staff report.

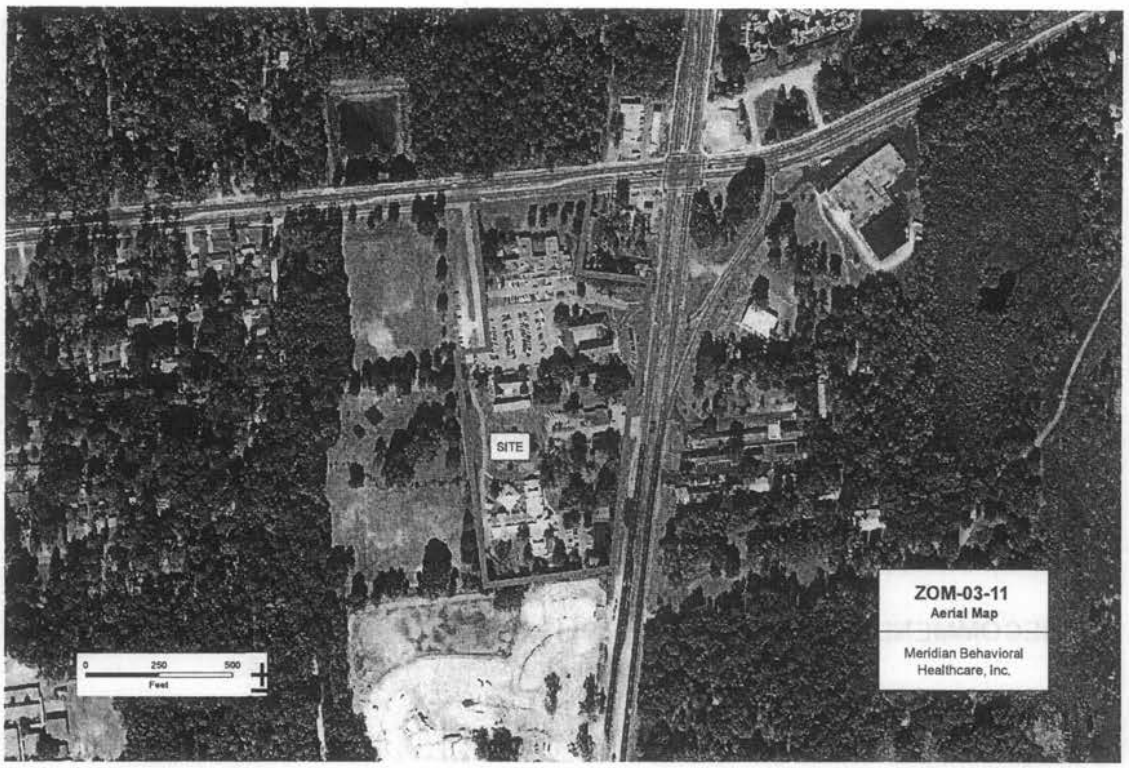
PC RECOMMENDATION: **Approval** with the bases as noted in the staff report (6-0; Commissioner Reyes recused)

Alachua County
Office of Planning and Development Staff Report

Analysis of Request

Background

The applicant is requesting to rezone from 'BP' (Business/Professional) district and 'BR" (Business/Retail Sales and Services) district to 'HM' (Hospital/medical) district. The existing land use is Institutional, which is appropriate for the existing use as a behavioral health facility. However, the existing zoning districts do not implement this land use designation (BP and BR nominally implement the Commercial land use designation) and the facility is therefore a non-conforming use. If the requested zoning is approved, the facility will come into conformance with the underlying Institutional land use.



Aerial View of Subject Property

Alachua County
Office of Planning and Development Staff Report

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 specific 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
US Highway 441 is operating at LOS B. The proposed rezoning will not impact LOS standards identified in the Alachua County Comprehensive Plan.

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 this service to the site. RTS provides bus service to the site with half-hourly headways during peak demand periods.

Water and Sewer
Policy 1.2.4 (E) describes the minimum Level of Service standards for potable water and sewer. These are summarized in the following table:

	Peak Residential	Peak Non-Res.	Pressure	Storage Capacity
Potable Water	317 gallons/day/du	daily demand x1.3	40 p.s.i.	½ peak day volume
Sanitary Sewer	200 gallons/day/du	daily demand x1.5	Na	Na

The site is served by central water and sewer. The proposed rezoning will not impact LOS standards found in the Comprehensive Plan.

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.

No additional impacts will occur as part of this request to rezone to HM district. LOS standards identified in the Comprehensive Plan will not be exceeded by this request.

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. Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

Recreation
The proposed land use change will not have an impact on the recreation level of service in Alachua County. The requested zoning amendment is not a residential development and will not generate additional recreational capacity.

Schools
The proposed zoning change will not have an impact on public school enrollment in Alachua County. The requested zoning amendment is not a residential development and will not generate additional school demand.

Comprehensive Plan Analysis

Staff finds the proposed request consistent with the Alachua County Comprehensive Plan as a whole as well as the following specific policies:

Policy 5.1.2(b) of the Future land Use Element identifies health care facilities as an institutional use. The Meridian facility provides behavioral healthcare for its clients and has been located at this site since the 1970's. It is therefore consistent with this Policy of the Future land Use Element.

Policy 5.2.1 of the Future Land Use Element states that *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 Open Space Element.*

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. This is the optimal service area for this facility as it is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. The Meridian facility has been on this site for more than 30 years. It will not introduce an incompatible use into the area and will generate no additional noise, lighting, visual effects, traffic generation or odors as a result of this request. The design and layout of the Meridian facilities are compatible with the surrounding community. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The continued use of this site as a medical facility will not impact natural or historic resources, consistent with the goals, policies and objectives of the Conservation and Open Space Element. The proposed rezoning to HM (Hospital Medical) district is therefore consistent with the Policies found in 5.1.2 as well as the Plan as a whole.

Policy 5.2.2 of the Future Land Use Elements states that *Institutional facilities shall be designed and located for integration into the surrounding community. Land use decisions concerning location of institutional uses shall take into consideration environmental justice.* The Meridian facility is located in an activity center (Williston Road/13th Street) as designated on the Alachua County Future Land Use Map. Institutional uses are appropriately located in activity centers as they are employment based uses that should be situation near mass transit and major roadways. The Meridian facility has been at this located for more than 30 years. It does not adversely

impact the local community nor does it impose an undue burden or disproportionately effect on the citizens of the Idylwild/Serenola area.

Policy 5.4.5 states that *major health facilities should be accessible by mass transit.* As shown in the LOS section of this report, an RTS line runs directly in front of this facility.

Policy 5.4.5.3 of the Future Land Use Element states that *Other health facilities such as **outpatient medical clinics**, including emergency facilities and nursing homes, may be allowed in the urban cluster in areas designated on the Future Land Use Map for **Institutional**, Institutional/Medical, Commercial, Medium-High Density Residential, and High Density Residential, within specific zoning districts subject to performance criteria in the land development regulations regarding site size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.* The Meridian site has an institutional land use designation, consistent with Policy 5.4.5.3. The applicant is seeking an HM zoning designation, which would allow for the use as a medical facility by right. This zoning district would also provide performance criteria for the facility for any future improvements or expansion, consistent with this policy.

Policy 7.1.2 of the Future land Use Element states that *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 availability and capacity of existing public facilities and timing of future facilities based on capital plans. Specific determinations for 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*

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. As previously stated elsewhere in this analysis section, public facilities are adequate to serve this site. It is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. Meridian is an existing facility that has been on this site for more than 30 years. It will not introduce an incompatible use into the area. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The Meridian facility has been at this located for more than 30 years. It does not adversely impact the local community nor does it impose an undue burden or disproportionately effect on the citizens of the Idylwild/Serenola area. The proposed rezoning to HM (Hospital Medical) district is therefore consistent with the Policies found in 7.1.2 as well as the Plan as a whole.

Unified Land Development Code Analysis

Chapter 402.77 of the ULDC states that *When considering any application for rezoning, the standards and criteria listed below shall apply.*

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 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.

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. It is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. Meridian is an existing facility that has been on this site for more than 30 years. It will not introduce an incompatible use into the area. Access from US Highway 441 is adequate to serve the site as well as any future expansion that may occur. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The HM zoning district permitted uses are medical in nature. The purpose of the HM district is to provide a zoning category where medical institutions to serve the population of the entire county (and beyond) can be located with appropriate access and infrastructure in place to support those facilities. Medical facilities are necessary to support any community and these facilities support the public health, safety and welfare.

Chapter 403.19 of the ULDC states that *the Hospital/Medical (HM) Zoning District implements the **Institutional**, Institutional/Medical, and Office/Medical designations on the Future Land Use Map of the Comprehensive Plan. Development within this zoning district shall be consistent with the Institutional, Institutional/Medical or Office/Medical policies of the Future Land Use Element. Major health facilities, e.g., hospitals and medical complexes, shall be located in areas designated for Institutional/Medical land uses on the Future Land Use Map. Permitted uses are found on the Use Table in **Error! Reference source not found.**. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §**Error! Reference source not found.** for similar uses is prohibited.* The Meridian facility has an Institutional Land Use designation, consistent with the standards found in Chapter 403.19 of the ULDC. As shown in the analysis section of this staff report, the proposed use is consistent with the Institutional policies found in the Future Land Use Element of the Plan as well as the Plan as a whole.

Staff Recommendation

Staff recommends **approval** of ZOM-03-11 with the following bases.

Bases

1.Policy 5.1.2(b) of the Future land Use Element identifies health care facilities as an institutional use. The Meridian facility provides behavioral healthcare for its clients and has been located at this site since the 1970's. It is therefore consistent with this Policy of the Future land Use Element.

2.Policy 5.2.1 of the Future Land Use Element states that *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.*

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h. *Preservation and strengthening of community and neighborhood character through design.*

i. *Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.*

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(Cottage Grove) to the south. The Meridian facility has been on this site for more than 30 years. It will not introduce an incompatible use into the area and will generate no additional noise, lighting, visual effects, traffic generation or odors as a result of this request. The design and layout of the Meridian facilities are compatible with the surrounding community. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The continued use of this site as a medical facility will not impact natural or historic resources, consistent with the goals, policies and objectives of the Conservation and Open Space Element. The proposed rezoning to HM (Hospital Medical) district is therefore consistent with the Policies found in 5.1.2 as well as the Plan as a whole.

3.Policy 5.2.2 of the Future Land Use Elements states that *Institutional facilities shall be designed and located for integration into the surrounding community. Land use decisions concerning location of institutional uses shall take into consideration environmental justice.* The Meridian facility is located in an activity center (Williston Road/13th Street) as designated on the Alachua County Future Land Use Map. Institutional uses are appropriately located in activity centers as they are employment based uses that should be situation near mass transit and major roadways. The Meridian facility has been at this located for more than 30 years. It does not adversely impact the local community nor does it impose an undue burden or disproportionately effect on the citizens of the Idylwild/Serenola area.

4.Policy 5.4.5 states that *major health facilities should be accessible by mass transit.* As shown in the LOS section of this report, an RTS line runs directly in front of this facility.

5.Policy 5.4.5.3 of the Future Land Use Element states that *Other health facilities such as* ***outpatient medical clinics****, including emergency facilities and nursing homes, may be allowed in the urban cluster in areas designated on the Future Land Use Map for* ***Institutional****, Institutional/Medical, Commercial, Medium-High Density Residential, and High Density Residential, within specific zoning districts subject to performance criteria in the land development regulations regarding site size, scale, and dimensions, building coverage, parking, buffering, access, and other impacts.* The Meridian site has an institutional land use designation, consistent with Policy 5.4.5.3. The applicant is seeking an HM zoning designation, which would allow for the use as a medical facility by right. This zoning district would also provide performance criteria for the facility for any future improvements or expansion, consistent with this policy.

6.Policy 7.1.2 of the Future land Use Element states that *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 availability and capacity of existing public facilities and timing of future facilities based on capital plans. Specific determinations for 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*

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7.Chapter 402.77 of the ULDC states that *When considering any application for rezoning, the standards and criteria listed below shall apply.*.

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 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.

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. It is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. Meridian is an existing facility that has been on this site for more than 30 years. It will not introduce an incompatible use into the area. Access from US Highway 441 is adequate to serve the site as well as any future expansion that may occur. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The HM zoning district permitted uses are medical in nature. The purpose of the HM district is to provide a zoning category where medical institutions to serve the population of the entire county (and beyond) can be located with appropriate access and infrastructure in place to support those facilities. Medical facilities are necessary to

support any community and these facilities support the public health, safety and welfare.

8.Chapter 403.19 of the ULDC states that *the Hospital/Medical (HM) Zoning District implements the **Institutional**, Institutional/Medical, and Office/Medical designations on the Future Land Use Map of the Comprehensive Plan. Development within this zoning district shall be consistent with the Institutional, Institutional/Medical or Office/Medical policies of the Future Land Use Element. Major health facilities, e.g., hospitals and medical complexes, shall be located in areas designated for Institutional/Medical land uses on the Future Land Use Map. Permitted uses are found on the Use Table in **Error! Reference source not found.**. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §**Error! Reference source not found.** for similar uses is prohibited.* The Meridian facility has an Institutional Land Use designation, consistent with the standards found in Chapter 403.19 of the ULDC. As shown in the analysis section of this staff report, the proposed use is consistent with the Institutional policies found in the Future Land Use Element of the Plan as well as the Plan as a whole.

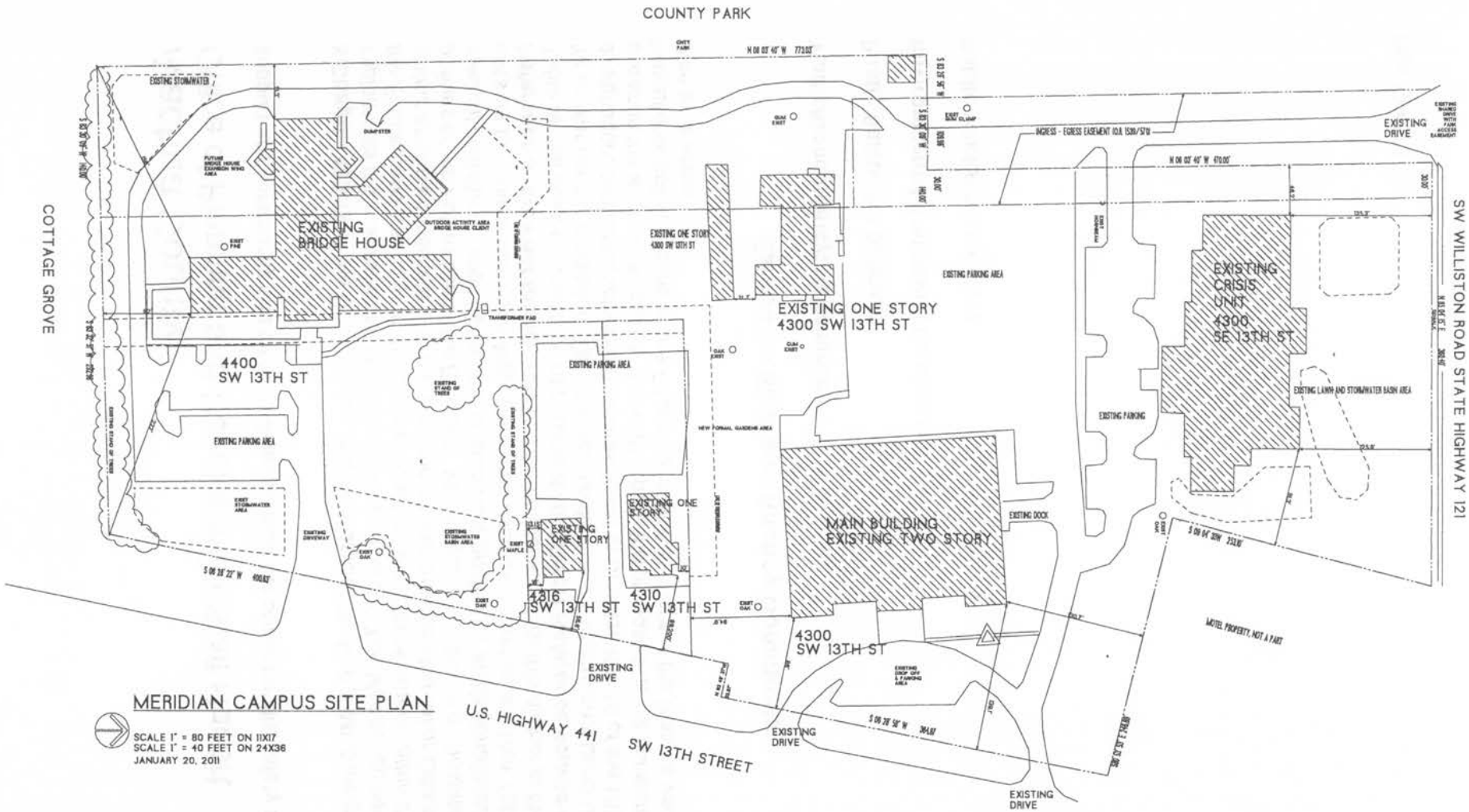
Exhibit 2 - Staff and Agency Comments

Traffic/Concurrency: No comment

Public Safety: No comment

Environmental Protection: No comment

Public Works: No comment



MERIDIAN CAMPUS SITE PLAN

SCALE 1" = 80 FEET ON 11X17
SCALE 1" = 40 FEET ON 24X36
JANUARY 20, 2011

MERIDIAN BEHAVIORAL HEALTHCARE, INC.
MASTER SITE PLAN
GAINESVILLE, FLORIDA

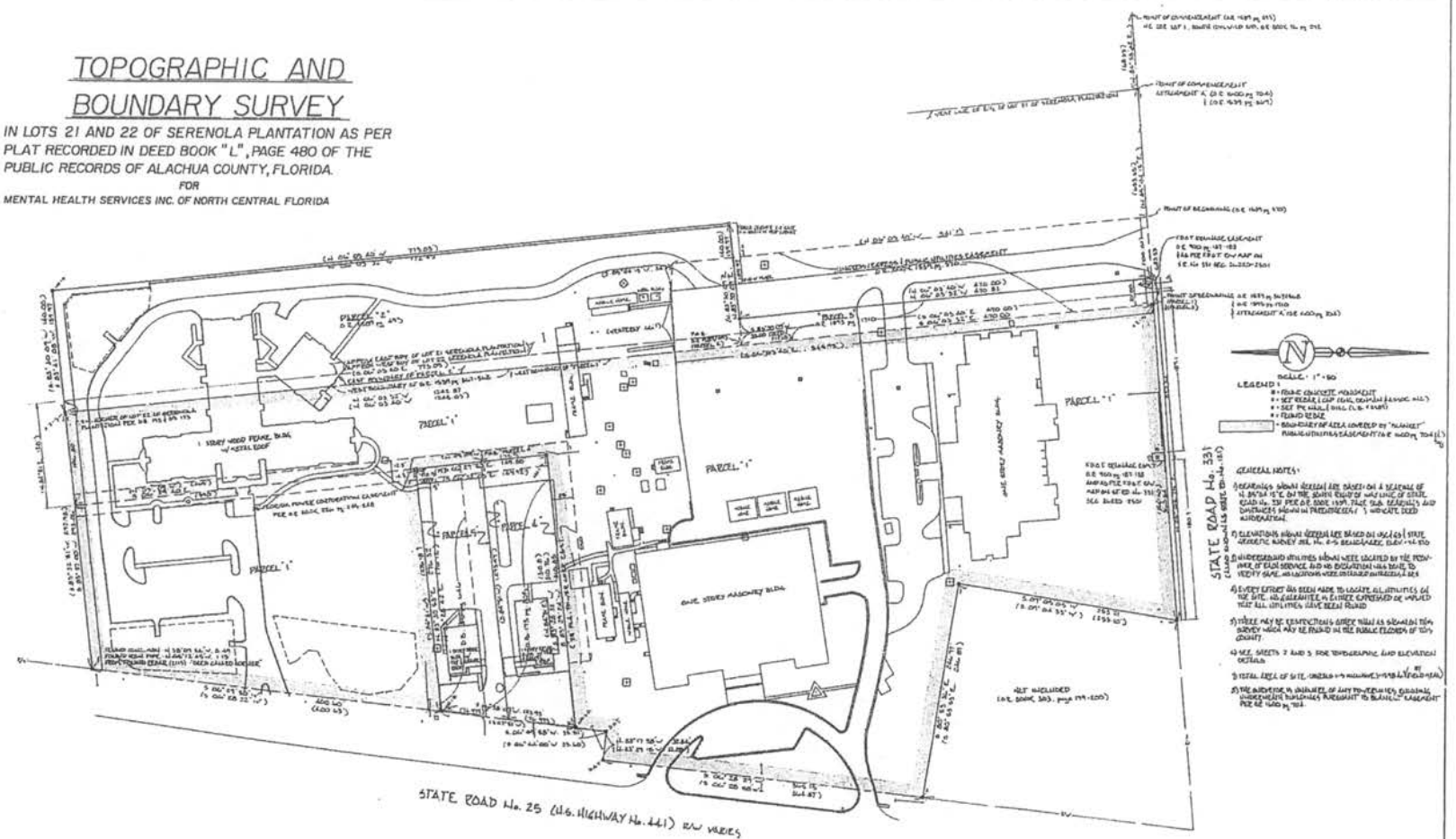
MPA

TOPOGRAPHIC AND BOUNDARY SURVEY

IN LOTS 21 AND 22 OF SERENOLA PLANTATION AS PER PLAT RECORDED IN DEED BOOK "L", PAGE 480 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

FOR

MENTAL HEALTH SERVICES INC. OF NORTH CENTRAL FLORIDA



CERTIFIED TO:

ENG, DENMAN & ASSOC. INC.
ENGINEERS SURVEYORS PLANNERS

CERTIFICATION: I HEREBY CERTIFY THAT A SURVEY OF THE HEREON DESCRIBED LAND WAS MADE UNDER MY RESPONSIBLE DIRECTION AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLA. STATE BOARD OF LAND SURVEYORS PURSUANT TO FLORIDA STATUTES 472.027 AND 61G17-6.001

Project No. 89-305
Scale 1"=50'
Date 12/1/89
Field Book 340

DAVID B. DENMAN
Registered Fla Land Surveyor No. 3787 Date

SHEET No. 1 of 3

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: (See attached) Contact Person: Richard T. Jones

Address: Akerman Senterfitt, 401 E Jackson St, #1700, Tampa, FL 33602 Phone: (813) 209 - 5055

Email address: richard.jones@akerman.com Cell: (352) 538-4696

SUBJECT PROPERTY DESCRIPTION

Property Owner: (See attached) Property Address: (See attached)

City: Gainesville State: FL Zip: 32608 Phone: (See) Atta - ched

Tax Parcel #: See atta - ched - ____ Section: 0 Township: 10S Range: 19E Grant: D.L. Clinch

Total Acreage: 13.9 Zoning: BH / BP Land Use: Institutional

TYPE OF REQUEST

☑	Rezoning	From: BH / BP To: HM
☐	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: R T Jones Date: 1/20/11

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

ATTACHMENT TO ZONING APPLICATION:

Applicant/Agent:	Meridian Behavioral Healthcare, Inc. (Applicant) Richard T. Jones (Agent) Michael Pellett, Architect (Agent)
Property Owner:	Meridian Behavioral Healthcare, Inc., formerly known as Mental Health Services of North Central Florida, Inc.
Property Address:	4300 SW 13th Street, 4400 SW 13th Street, 4310 SW 13th Street, 4316 SW 13th Street
Phone of Property Owner:	(352) 374-5600, ext. 8220.
Tax Parcel #:	07221-003-000, 07221-004-000, 07221-005-000
Total Acreage:	See attached legal description of five parcels.
Proof of Neighborhood Workshop:	Workshop will be held after application is filed.
Detailed directions to site:	See attached scale drawing of site.
Detailed description of request and explanation of why request is consistent with County's Comprehensive Plan and Unified Land Development Code.	The property has been owned and used by Meridian since 1983-84. This request is made to make the zoning on the property consistent with the comprehensive land use plan designation of Institutional and to eliminate concerns about consistency of uses with BH & BP zoning. The entire property is used for administrative and professional mental health services
Description of site:	The property is bordered on the north by Williston Road and a motel at the corner of 13th Street and Williston Road; on the east by 13th Street/US Highway 441; on the west by a County park; and on the south by a 10-unit per acre multi family complex. A reduced size survey done by Eng Denman & Associates in 1989 is also attached showing the parcel and its surroundings.

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.
Neighborhood meeting scheduled for 2/19/11. Proof will be filed 2/21/11.

☑ Legal description.

☑ Property Owner's Affidavit, notarized.

☑ Proof of payment of taxes on all parcels.
Meridian (Owner) is tax exempt as a 501(c)(3) entity.

☑ 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

Legal Description
For: Mental Health Services

Parcel 1):

That part of Lot 22 of the Serenola Plantation, as per plat recorded in Deed Book "L" page 480 of the public records of Alachua County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of the East 1/2 of said Serenola Plantation, Lot 21 with the Southerly right of way line of State Road No. 121 (said point being marked by a placed P.K. Nail and P.R.M. disk stamped 2115 as depicted by a previous survey for Santa Fe Community College by M.K. Flowers and Associates, Engineers-Surveyors-Planners, Gainesville, Florida, dated February 25, 1983, Project No. 27-83) for the point of reference; thence North 85 degrees 04 minutes 15 seconds East, along said Southerly right of way line, a distance of 683.55 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115 at the Point of Beginning; thence continue North 85 degrees 04 minutes 15 seconds East, along said Southerly right of way line, a distance of 360.40 feet to a found re-bar on the back of sidewalk; thence South 09 degrees 04 minutes 33 seconds West, a distance of 253.10 feet to a found concrete monument; thence South 80 degrees 53 minutes 53 seconds East, a distance of 246.89 feet to a found concrete monument at an intersection at the West right of way line of State Road No. 25 (U.S. 441); thence South 06 degrees 28 minutes 58 seconds West along said West right of way line, a distance of 364.87 feet to a found concrete monument; thence North 83 degrees 29 minutes 10 seconds West along said right of way line, a distance of 32.88 feet to a found concrete monument; thence South 06 degrees 44 minutes 00 seconds West along right of way line, a distance of 35.60 feet to a found concrete monument; thence South 83 degrees 28 minutes 32 seconds West, a distance of 310.76 feet to a found concrete monument; thence South 06 degrees 32 minutes 03 seconds East, a distance of 149.92 feet to a found concrete monument; thence North 83 degrees 28 minutes 42 seconds East, a distance of 276.12 feet to a found concrete monument at an intersection with said West right of way line; thence South 06 degrees 28 minutes 22 seconds West along said West right of way line, a distance of 400.63 feet to a placed 5/8 inch re-bar with a plastic yellow cap stamped P.L.S. No. 2115 at an intersection with the South line of said Lot 22; thence South 83 degrees 32 minutes 51 seconds West, along said south line, a distance of 292.98 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115; thence North 06 degrees 03 minutes 40 seconds West parallel to the West line of said Lot 22, a distance of 1243.03 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115 at an intersection with said Southerly right of way line and the Point of Beginning.
Surveyor's Note: The bearing as shown herein have been established based upon an assumed bearing of North 06 degrees 28 minutes 22 seconds East, along the Westerly right of way line of State Road No. 25 (U.S. No. 441).

Parcel 2):

Commence at the Northeast corner of Lot 1, South Idylwild Subdivision, recorded in the Public Records of Alachua County, Florida, Official Records Book No. 56, page 292, and as per survey by M.K. Flowers and Associates dated October 10, 1983. Thence run North 84 degrees 58 minutes 42 seconds East, a distance of 68.55 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 683.55 feet; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 470 feet to the Point of Beginning; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 773.03 feet; thence run South 83 degrees 30 minutes 09 seconds West a distance of 140.00 feet; thence run North 06 degrees 03 minutes 40 seconds West a distance of 773.03 feet; thence run North 83 degrees 30 minutes 09 seconds East, a distance of 140.00 feet to the Point of Beginning, lying and being in Lot 21 of Serenola Plantation, Alachua County, Florida.
LESS AND EXCEPT, all easement rights to be retained by Alachua County, Florida.

Parcel 3):

Commence at the Northeast corner of Lot 1, South Idylwild Subdivision, recorded in the Public Records of Alachua County, Florida, Official Records Book 56 page 292, and as per survey by M.K. Flowers and Associates, dated October 10, 1983; thence run North 84 degrees 58 minutes 42 seconds East, a distance of 68.55 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 683.55 feet to the Point of Beginning; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 470.00 feet; thence run South 83 degrees 30 minutes 09 seconds West, a distance of 30.00 feet; thence run North 06 degrees 03 minutes 40 seconds West, a distance of 470.00 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 30.00 feet to the Point of Beginning. Lying and being on Lot 21, Serenola Plantation, Alachua County, Florida.

Parcel 4):

Commence at the Southwest corner of Lot 22 of Serenola Plantation as per plat thereof recorded in Deed Book "L", page 480 of the Public Records of Alachua County, Florida; thence run North 84 degrees 51 minutes East, along the South line of said Lot, 120 feet; thence run North 05 degrees 09 minutes West, 465 feet to the Point of Beginning, thence North 05 degrees 09 minutes West 75 feet, thence run North 84 degrees 51 minutes East, 310.8 feet to the West right-of-way of State Road No. 25 (U.S. Highway 441), thence run South 07 degrees 51 minutes West, along said right-of-way 76.973 feet, thence run South 84 degrees 51 minutes West 293.49 feet to the Point of Beginning, all being and lying in Lot 22 of Serenola Plantation, Township 10 South, Range 20 East, Alachua County, Florida.

Parcel 5):

Commence at the Southwest corner of Lot 22 of Serenola Plantation as per plat thereof recorded in Deed Book "L", page 480 of the public records of Alachua County, Florida; thence run North 84 degrees 51 minutes East along the South line of said Lot, 120 feet; thence run North 05 degrees 09 minutes West 390 feet to the Point of Beginning; thence run North 05 degrees 09 minutes West, 75 feet; thence run North 84 degrees 51 minutes East, 293.49 feet to the West right-of-way of State Road No. 25 (U.S. Highway No. 441); thence run South 07 degrees 51 minutes West along said right-of-way 76.973 feet; thence run South 84 degrees 51 minutes West 276.18 feet to the Point of Beginning. All lying and being in Lot 22 of Serenola Plantation, Township 10 South, Range 20 East, Alachua County, Florida.

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

Meridian Behavioral Healthcare, Inc.
Owner

Application No.

None
Additional Owners

Richard T. Jones, Michael Pellett
Appointed Agent(s)

07221-003-000, 07221-004-000, 07221-005-000	0	10S	19E
Parcel Number(s)	Section	Township	Range

Rezoning from BH / BP to HM
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 SUBS CRIBED BEFORE ME
THIS 24 DAY OF January, 2011
BY Margarita Labarta, Ph.D., CEO
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION
FL. Dr. License
(TYPE OF IDENTIFICATION)

VIRGINIA Y. DeLaBARRERA
Comm# DD0762231
Expires 2/25/2012
Florida Notary Assn., Inc

(SEAL ABOVE)

Notary Public, Commission No. DD0762231
(Name of Notary typed, printed, or stamped)

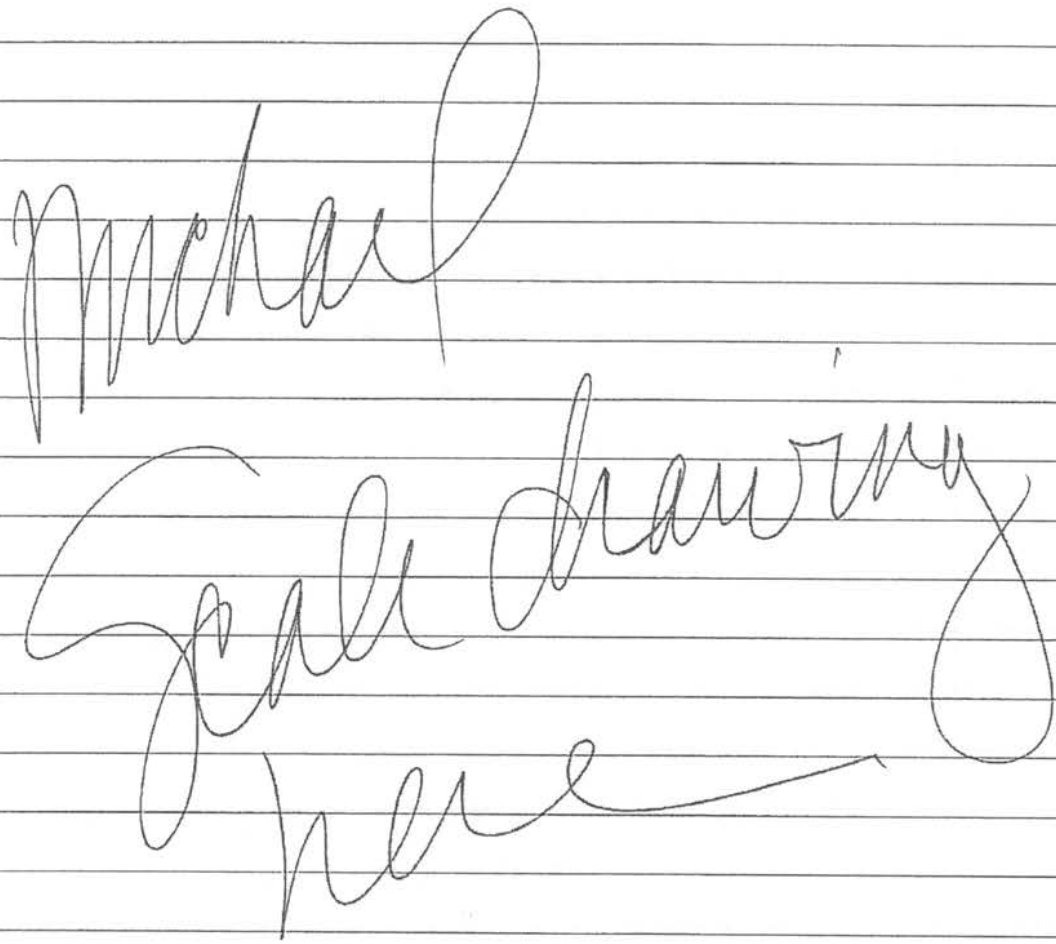
VIRGINIA Y. DeLaBARRERA
Comm# DD0762231
Expires 2/25/2012
Florida Notary Assn., Inc

ATTACHMENT TO PROPERTY OWNERS' AFFIDAVIT:

Contact Information for Owner's Agents:

Richard T. Jones, Esquire
Direct Office Number: 813-209-5055
Cell Number: 352-538-4696
Fax Number: 813-223-2837
Email: richard.jones@akerman.com

Michael B. Pellett, Architect
Office Number: 352-262-5111
Email: michael@pellettarchitect.com


Michael
Gale drawing
here

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.

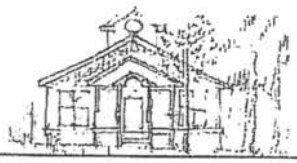
Natural Resources Checklist:

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: _____ PROJECT #_____ DATE: 1·19·2011

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)



Michael Pellett, Architect

Michael Pellett, Architect,
Main Office (352) 336-6908
AR0014676 (352) 262-5111 cell
Fax (352) 397-2823

January 19, 2011

Supplement to Environmental Resources Assessment Checklist
Meridian Behavioral Healthcare, Inc. Rezoning Application

Per the attached checklist, here is the commentary for the Yes responses. I performed a desktop analysis and conferred with Steve Hofstetter of Alachua County Environmental office. If needed, a more thorough analysis can be done prior to any development activity. This work is done for the rezoning application.

FLOODPLAINS

There are two small areas of 100 year floodplain at the far southwest corner of the property along the property line. These areas do not impact any currently used or possible development areas.

SPECIAL AREA STUDY RESOURCE PROTECTION AREAS

Review of the Alachua County Growth Management website indicates the Meridian property is in the Idylwild/Serenola area and that there are no impacts indicated.

HIGH AQUIFER RECHARGE AREAS

The Meridian property is in the "Semi confined zone". As such there are no development restrictions for low rise structures.

WELLS

There is one known well on the site, which is currently unused.

SOILS

From the web soil survey, http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx

Blichton-Urban Land Complex, 0 to 5% slope is on the north portion of the site.
Bivans Sand, 2 to 5% slope is on the south central portion of the site.
Blichton Sand, 2 to 5% slope is on the SW and SE edges of the site.

HISTORICAL AND PALEONTOLOGICAL RESCORCES

There is a known site on the east side of 13th Street. There are no known areas on the Meridian site.

HAZARDOUS MATERIALS STORAGE FACILITIES

Meridian has medical waste from their medical clinic with recorded permits.
Meridian has liquid fuel tanks associated with their emergency generator on site with recorded permits.

If there are any questions, please contact me. Thank you very much.

Michael Pellett, Architect

315 SE 2ND AVENUE, SUITE B, GAINESVILLE, FL 32601

RESOLUTION Z-11-05

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA TO REZONE FROM 'BH' (HIGHWAY ORIENTED BUSINESS) DISTRICT AND 'BP' (BUSINESS/PROFESSIONAL) DISTRICT TO 'HM' (HOSPITAL/MEDICAL) DISTRICT ON APPROXIMATELY 13.9 ACRES LOCATED AT 4300 BLOCK OF SW 13TH STREET ON TAX PARCEL NUMBERS 07221-003-000, 07221-004-000 AND 07221-005-000

WHEREAS, Zoning Application ZOM-03-11 has been duly filed and was considered by the Alachua County Planning Commission at its regular meeting of March 16, 2011; and,

WHEREAS, the Alachua County Board of County Commissioners considered the item at its regular meeting of April 12, 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURTS
2011 APR 15 AM 10 21

Zoning Application Z0M-03-11, a request by Richard Jones & Michael Pelle, agents, for Meridian Behavioral Healthcare, Inc. owners, to rezone from 'BH' (Highway Oriented Business) district and 'BP'(Business/Professional) district to 'HM' (Hospital/Medical) district on approximately 13.9 acres located at 4300 Block of SW 13th Street on Tax Parcel Numbers 07221-003-000, 07221-004-000 and 07221-005-000 , as summarized in Exhibit A in this resolution, is hereby approved with the following bases:

Bases

1.Policy 5.1.2(b) of the Future land Use Element identifies health care facilities as an institutional use. The Meridian facility provides behavioral healthcare for its clients and has been located at this site since the 1970's. It is therefore consistent with this Policy of the Future land Use Element.

2.Policy 5.2.1 of the Future Land Use Element states that *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 Open Space Element.*

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. This is the optimal service area for this facility as it is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. The Meridian facility has been on this site for more than 30 years. It will not introduce an incompatible use into the area and will generate no additional noise, lighting, visual effects, traffic generation or odors as a result of this request. The design and layout of the Meridian facilities are compatible with the surrounding community. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The continued use of this site as a medical facility will not impact natural or historic resources, consistent with the goals, policies and objectives of the Conservation and Open Space Element. The proposed rezoning to HM (Hospital Medical) district is therefore consistent with the Policies found in 5.1.2 as

well as the Plan as a whole.

3.Policy 5.2.2 of the Future Land Use Elements states that *Institutional facilities shall be designed and located for integration into the surrounding community. Land use decisions concerning location of institutional uses shall take into consideration environmental justice.* The Meridian facility is located in an activity center (Williston Road/13th Street) as designated on the Alachua County Future Land Use Map. Institutional uses are appropriately located in activity centers as they are employment based uses that should be situation near mass transit and major roadways. The Meridian facility has been at this located for more than 30 years. It does not adversely impact the local community nor does it impose an undue burden or disproportionately effect on the citizens of the Idylwild/Serenola area.

4.Policy 5.4.5 states that *major health facilities should be accessible by mass transit.* As shown in the LOS section of this report, an RTS line runs directly in front of this facility.

5.Policy 5.4.5.3 of the Future Land Use Element states that *Other health facilities such as **outpatient medical clinics**, including emergency facilities and nursing homes, may be allowed in the urban cluster in areas designated on the Future Land Use Map for **Institutional**, Institutional/Medical, Commercial, Medium-High Density Residential, and High Density Residential, within specific zoning districts subject to performance criteria in the land development regulations regarding site size, scale, and dimensions, building*

coverage, parking, buffering, access, and other impacts. The Meridian site has an institutional land use designation, consistent with Policy 5.4.5.3. The applicant is seeking an HM zoning designation, which would allow for the use as a medical facility by right. This zoning district would also provide performance criteria for the facility for any future improvements or expansion, consistent with this policy.

6.Policy 7.1.2 of the Future land Use Element states that *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 availability and capacity of existing public facilities and timing of future facilities based on capital plans. Specific determinations for 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*

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. As previously stated elsewhere in this analysis section, public facilities are adequate to serve this site. It is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. Meridian is an existing facility that has been on this site for more than 30 years. It will not introduce an incompatible use into the area. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The Meridian facility has been at this located for more than 30 years. It does not adversely impact the local community nor does it impose an undue burden or disproportionately effect on the citizens of the Idylwild/Serenola area. The proposed rezoning to HM (Hospital Medical) district is therefore consistent with the Policies found in 7.1.2 as well as the Plan as a whole.

7.Chapter 402.77 of the ULDC states that *When considering any application for rezoning, the standards and criteria listed below shall apply.*

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 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.

Meridian is an existing mental health facility located near the intersection of Williston Road and SW 13th Street. It is located on a major arterial and an RTS bus route passes directly in front of the facility, providing ready and easy access to its clientele. The approximately 14 acre campus is adequate in terms of size and capacity and can accommodate future growth if needed. The property is located in the Williston Road/13th Street Activity center and is surrounded by commercial development (a hotel), a county park to the west and a residential complex (Cottage Grove) to the south. Meridian is an existing facility that has been on this site for more than 30 years. It will not introduce an incompatible use into the area. Access from US Highway 441 is adequate to serve the site as well as any future expansion that may occur. As shown in the LOS section of the staff report, public facilities are adequate to serve this facility. The HM zoning district permitted uses are medical in nature. The purpose of the HM district is to provide a zoning category where medical institutions to serve the population of the entire county (and beyond) can be located with appropriate access and infrastructure in place to support those facilities. Medical facilities are necessary to support any community and these facilities support the public health, safety and welfare.

8.Chapter 403.19 of the ULDC states that *the Hospital/Medical (HM) Zoning District implements the* ***Institutional****, Institutional/Medical, and Office/Medical designations on the Future Land Use Map of the Comprehensive Plan. Development within this zoning*

district shall be consistent with the Institutional, Institutional/Medical or Office/Medical policies of the Future Land Use Element. Major health facilities, e.g., hospitals and medical complexes, shall be located in areas designated for Institutional/Medical land uses on the Future Land Use Map. Permitted uses are found on the Use Table in Chapter 404 with a blank cell for this district in the Use Table or that does not meet the requirements of Chapter 404 for similar uses is prohibited. The Meridian facility has an Institutional Land Use designation, consistent with the standards found in Chapter 403.19 of the ULDC. As shown in the analysis section of this staff report, the proposed use is consistent with the Institutional policies found in the Future Land Use Element of the Plan as well as the Plan as a whole.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 12th day in April, 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 Description
For: Mental Health Services

Parcel 1):

That part of Lot 21 of the Serenola Plantation, as per plat recorded in Deed Book "L" page 480 of the public records of Alachua County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of the East 1/2 of said Serenola Plantation, Lot 21 with the Southerly right of way line of State Road No. 121 (said point being marked by a placed P.K. Nail and P.R.S. disk stamped 2115 as depicted by a previous survey for Santa Fe Community College by M.K. Flowers and Associates, Engineers-Surveyors-Planners, Gainesville, Florida, dated February 25, 1983, Project No. 27-83) for the point of reference; thence North 85 degrees 04 minutes 15 seconds East, along said Southerly right of way line, a distance of 683.55 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115 at the Point of Beginning; thence continue North 85 degrees 04 minutes 15 seconds East, along said Southerly right of way line, a distance of 360.40 feet to a found re-bar on the back of sidewalk; thence South 03 degrees 04 minutes 33 seconds West, a distance of 253.10 feet to a found concrete monument; thence South 80 degrees 53 minutes 53 seconds East, a distance of 246.89 feet to a found concrete monument at an intersection at the West right of way line of State Road No. 25 (U.S. 441); thence South 06 degrees 28 minutes 58 seconds West along said West right of way line, a distance of 364.87 feet to a found concrete monument; thence North 83 degrees 28 minutes 18 seconds West along said right of way line, a distance of 32.80 feet to a found concrete monument; thence South 06 degrees 44 minutes 00 seconds West along right of way line, a distance of 35.60 feet to a found concrete monument; thence South 83 degrees 28 minutes 32 seconds West, a distance of 310.76 feet to a found concrete monument; thence South 06 degrees 32 minutes 03 seconds East, a distance of 149.92 feet to a found concrete monument; thence North 83 degrees 28 minutes 42 seconds East, a distance of 276.12 feet to a found concrete monument at an intersection with said West right of way line; thence South 06 degrees 28 minutes 22 seconds West along said West right of way line, a distance of 400.63 feet to a placed 5/8 inch re-bar with a plastic yellow cap stamped P.L.S. No. 2115 at an intersection with the South line of said Lot 22; thence South 83 degrees 32 minutes 51 seconds West, along said south line, a distance of 292.98 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115; thence North 06 degrees 03 minutes 40 seconds West parallel to the West line of said Lot 22, a distance of 1243.03 feet to a placed 4 inch by 4 inch concrete monument with a metal disk in top stamped 2115 at an intersection with said Southerly right of way line and the Point of Beginning.
Surveyor's Note: The bearing as shown herein have been established based upon an assumed bearing of North 06 degrees 28 minutes 22 seconds East, along the Westerly right of way line of State Road No. 25 (U.S. No. 441).

Parcel 2):

Commence at the Northeast corner of Lot 1, South Idylwild Subdivision, recorded in the Public Records of Alachua County, Florida, Official Records Book No. 56, page 292, and as per survey by M.K. Flowers and Associates dated October 10, 1983. Thence run North 84 degrees 58 minutes 42 seconds East, a distance of 61.55 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 683.55 feet; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 470 feet to the Point of Beginning; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 773.03 feet; thence run South 83 degrees 38 minutes 09 seconds West a distance of 140.00 feet; thence run North 06 degrees 03 minutes 40 seconds West a distance of 713.03 feet; thence run North 83 degrees 38 minutes 09 seconds East, a distance of 140.00 feet to the Point of Beginning, lying and being in Lot 21 of Serenola Plantation, Alachua County, Florida.
LESS AND EXCEPT, all easement rights to be retained by Alachua County, Florida.

Parcel 3):

Commence at the Northeast corner of Lot 1, South Idylwild Subdivision, recorded in the Public Records of Alachua County, Florida, Official Records Book 56 page 292, and as per survey by M.K. Flowers and Associates, dated October 10, 1983; thence run North 84 degrees 58 minutes 42 seconds East, a distance of 61.55 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 683.55 feet to the Point of Beginning; thence run South 06 degrees 03 minutes 40 seconds East, a distance of 470.00 feet; thence run South 83 degrees 38 minutes 09 seconds West, a distance of 30.00 feet; thence run North 06 degrees 03 minutes 40 seconds West, a distance of 470.00 feet; thence run North 85 degrees 04 minutes 15 seconds East, a distance of 30.00 feet to the Point of Beginning. Lying and being on Lot 21, Serenola Plantation, Alachua County, Florida.

Parcel 4):

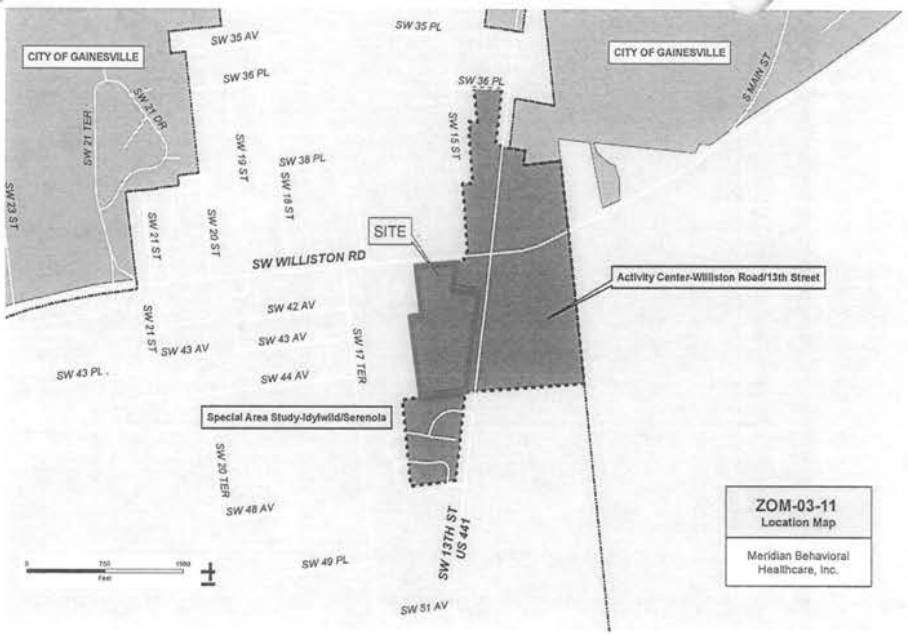
Commence at the Southwest corner of Lot 22 of Serenola Plantation as per plat thereof recorded in Deed Book "L", page 480 of the Public Records of Alachua County, Florida; thence run North 84 degrees 51 minutes East, along the South line of said Lot, 120 feet; thence run North 05 degrees 09 minutes West, 465 feet to the Point of Beginning, thence North 05 degrees 09 minutes West 75 feet, thence run North 84 degrees 51 minutes East, 310.8 feet to the West right-of-way of State Road No. 25 (U.S. Highway 441), thence run South 07 degrees 51 minutes West, along said right-of-way 76.973 feet, thence run South 84 degrees 51 minutes West 293.49 feet to the Point of Beginning, all being and lying in Lot 21 of Serenola Plantation, Township 10 South, Range 20 East, Alachua County, Florida.

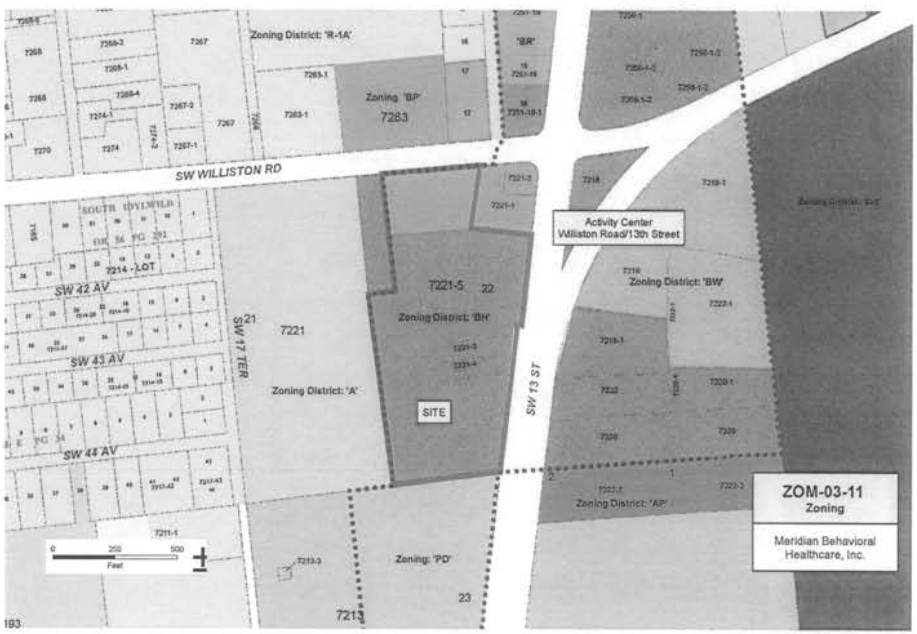
Parcel 5):

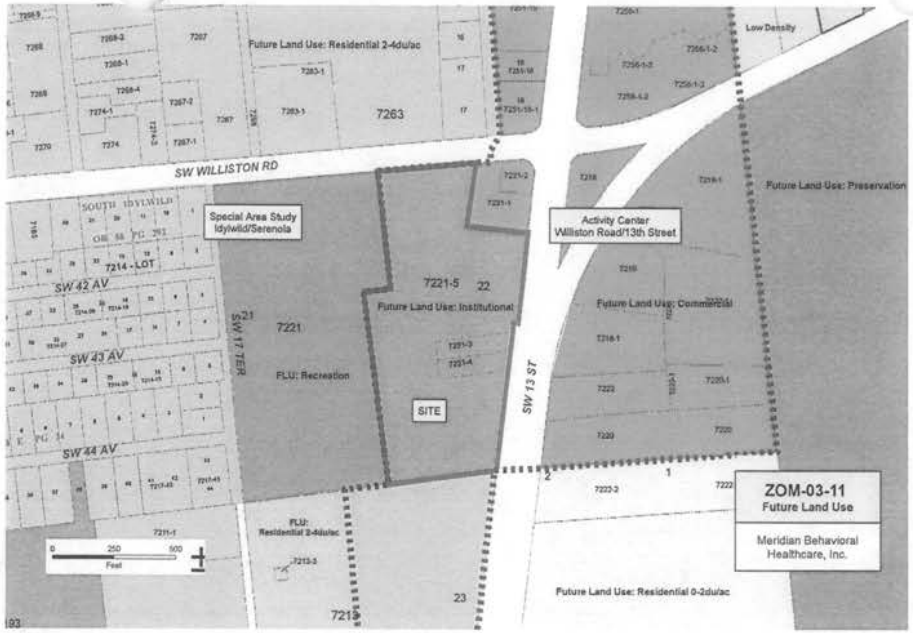
Commence at the Southwest corner of Lot 22 of Serenola Plantation as per plat thereof recorded in Deed Book "L", page 480 of the public records of Alachua County, Florida; thence run North 84 degrees 51 minutes East along the South line of said Lot, 120 feet; thence run North 05 degrees 09 minutes West 390 feet to the Point of Beginning; thence run North 05 degrees 09 minutes West, 75 feet; thence run North 84 degrees 51 minutes East, 293.49 feet to the West right-of-way of State Road No. 25 (U.S. Highway No. 441); thence run South 07 degrees 51 minutes West along said right-of-way 76.973 feet; thence run South 84 degrees 51 minutes West 276.18 feet to the Point of Beginning. All lying and being in Lot 22 of Serenola Plantation, Township 10 South, Range 20 East, Alachua County, Florida.

ZOM-03-11

Request to rezone from 'BH' (Highway Oriented Business) district and 'BP'(Business/Professional) district to 'HM' (Hospital/Medical) district.







Bases

- Proposed HM zoning would make the existing use conforming with the underlying Institutional land use
- Proposed zoning would allow for future improvements/expansion of the Meridian facility
- Staff finds the request consistent with Policies found in the Comprehensive Plan as well as the Plan as a whole
- The proposed rezoning is also consistent with the Alachua County Unified Land Development Code

Staff Recommendation

- Staff finds the proposed request to rezone to HM (Hospital/Medical) district to be consistent with both the Comprehensive Plan and the Unified Land Development Code. The bases for this recommendation are found in the staff report. Staff therefore recommends approval of ZOM-03-11 with the bases as noted.

April 12, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Town of Tioga Planned Development Phase 14 (Amended)

Amount
N/A

Description
Request Approval of the Proposed final plat of Phase 14 of a Planned Development containing 29 lots on approximately 9.05 acres.

Recommendation
Approve the proposed final plat for Town of Tioga Planned Development Phase 14.

Alternative(s)
Deny the proposed final plat for Town of Tioga Planned Development Phase 14.

Requested By
Rick Wolf

Originating Department
Growth Management

Attachment(s) Description
1) Final Plat, 2) Staff Report DRC Chair, 3) Staff Report Growth Management, 4) Open Space Plan, 5) PowerPoint Presentation

Documents Requiring Action
N/A

Executive Summary
On March 13, 2011, by consensus, the DRC approved the revised final development plan and found the proposed revised plat to be consistent with all relevant sections of the Comprehensive Plan and the Unified Land Development Code. The approved development plan consists of 29 single-family residential units located in the Town of Tioga PD. This phase of the development is located between SW 7th and SW 8th Avenues and between SW 131st Street and SW 133rd Way. DRC previously approved a final development plan for this phase containing 30 lots and the plat was approved by the Board of County Commissioners on July 14, 2009 but was never recorded. The applicant is now proposing to eliminate one lot in the areas of Lots 353-358 of the Town of Tioga Phase 14 plat in order to widen lots 353 and 354.

Background
The proposed development is located within the Town of Tioga PD. The subject property is designated as Low Density Residential on the Future Land Use Map 2020. The Town of Tioga PD was found by the Board of County Commissioners to be consistent with the Comprehensive Plan and is approved for a total of 537 residential units on 278.62 acres, a gross density of 1.92 dwelling units (du's)/acre, and 9.5 acres of non-residential floor area. Phase 14 is located internally to the PD and has a gross density of 3.2 du's/acre. The proposed phase contains "Interior Residential" and "Neighborhood Open Space" Land Uses as they are defined on the approved Zoning Master Plan. The approved Zoning Master Plan has specific standards for minimum

lot sizes, setbacks and height. The proposed lot sizes are consistent with the approved Zoning Master Plan of the Town of Tioga PD.

Issues
The Board of County Commissioners must determine that the proposed plat is consistent with the Comprehensive Plan and the Unified Land Development Code. The Board of County Commissioners has the authority to approve the reviewed plat per ULDC 401.02(e)10.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ToT14_chSR.pdf
Attachment: ToT14_Pt_1.pdf
Attachment: ToT14_OS.pdf
Attachment: ToT14Plats.pdf
Attachment: ToT14_GMSR.pdf
Attachment: ToT14_Pt_2.pdf

Alachua County Board of County Commissioners

Plat Item Report **Meeting Date: April 12, 2011 - Summary Item**

Review of Plat: **Town of Tioga Planned Development – Phase 14**

Development Review Committee Rec: Final Approval of Revised Plat

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Plat Description: Section 02-T10S-R18E - Located on Tax Parcel Number 04333-000-000 at 13200 Block of SW 7th Avenue – Brown & Cullen, Inc. – Agent

Platted Lots: 29 **Parcel Size:** 9.05 acres

Future Land Use Designation: Low Density Residential (1 – 4 Dwelling Units / Acre)

Zoning: "PD" (Planned Development)

Issues:
On March 13, 2011, by consensus, the DRC approved the revised final development plan and found the proposed revised plat to be consistent with all relevant sections of the Comprehensive Plan and the Unified Land Development Code. The approved development plan consists of 29 single-family residential units located in the Town of Tioga PD. This phase of the development is located between SW 7th and SW 8th Avenues and between SW 131st Street and SW 133rd Way. DRC previously approved a final development plan for this phase containing 30 lots and the plat was approved by the Board of County Commissioners on July 14, 2009 but was never recorded. The applicant is now proposing to eliminate one lot in the areas of Lots 353-358 of the Town of Tioga Phase 14 plat in order to widen lots 353 and 354.

Comprehensive Plan Sections
The proposed development is located within the Town of Tioga PD. The subject property is designated as Low Density Residential on the Future Land Use Map 2020. The Town of Tioga PD was found by the Board of County Commissioners to be consistent with the Comprehensive Plan and is approved for a total of 537 residential units on 278.62 acres, a gross density of 1.92 dwelling units (du's)/acre, and 9.5 acres of non-residential floor area. Phase 14 is located internally to the PD and has a gross density of 3.2 du's/acre.

Unified Land Development Code Sections

The proposed phase contains "Interior Residential" and "Neighborhood Open Space" Land Uses as they are defined on the approved Zoning Master Plan. The approved Zoning Master Plan has specific standards for minimum lot sizes, setbacks and height. The proposed lot sizes are consistent with the approved Zoning Master Plan of the Town of Tioga PD.

Chapter 410, Article 3, (Defined Terms) defines a Plat as a map, prepared in accordance with F.S. ch. 177, on which the developer's plan for a subdivision is prepared and submitted for approval with the intention of recording it in final form.

Chapter 402, Article 12, (Platting) sets forth the application requirements and review process for plat approval and provides an appeal process for decisions on plats.

Sections 407.83 and 407.85 include specific criteria for plats. The requirements are technical, relating to the preparation of the final document and the placement of monuments on the site. The provisions of this section follow from the statute (F.S. 177, Part I) requirements for plats.

The proposed revised Final Plat meets the requirements set forth in Section 407.83 of the ULDC for *Plat Document Requirements*. The plat document meets the minimum requirements set forth in Chapter 177 of Florida State Statutes and Chapter 402 Article 12 of the ULDC. These requirements are consistent with the language contained within the current Comprehensive Plan of Alachua County.

Conclusions

In addition to the above references polices and code provisions, staff has evaluated all other relevant sections and found the subject development plan and plat consistent with the Comprehensive Plan and Unified Land Development Code. (See attached staff report for additional comments).

Attached: DRC staff report.

Alachua County
Development Review Committee
Staff Report

Project Number: 2009031601_RF

Revised Final Development Plan and Revised Plat for Town of Tioga Planned Development (PD) Phase 14

SUBJECT: Town of Tioga Planned Development (PD), Phase 14

DESCRIPTION: Phase 14 of the Town of Tioga PD was approved with 30 single family residential units. The purpose of the replat is to eliminate a lot and widen two lots in a portion of Phase 14 for a total of 29 lots.

AGENT/APPLICANT: Brown & Cullen, Inc.

PROPERTY OWNER: Caribemar, Inc.

PROPERTY DESCRIPTION:

Location: 13200 Block of SW 7th Ave.
Parcel Numbers: 04333-000-000
Section/Township/Range: 2-10-18
Land Use: Low Density Residential
Zoning: PD Acreage: 9.05 acres

CHRONOLOGY:

Final Development Plan Approved:	5/21/09
Plat Approved by the BoCC:	7/14/09
Application Submitted:	2/14/11
Sufficiency Determination:	3/02/11
Revised Final & Revised Plat Hearing:	3/17/11

RELATED ZONING REQUESTS: **ZOM-22-1994 & ZOM-19-2005** - Approved

STAFF RECOMMENDATION: **Approval of the Revised Final Development Plans, and recommend Approval of the Revised Plat to BOCC**

DRC ACTION: **Approved the Revised Final Development Plan, and recommend Approval of the Revised Plat to BOCC (Tentative date: 4/12/2011)**

Alachua County
Development Review Committee
Staff Report

DESCRIPTION OF PROPOSED PLAN:

The previously approved final development plan contained 30 single-family residential units located in the Town of Tioga PD. The applicant would like to eliminate on lot in the areas of Lots 353-357 of the Town of Tioga PD Phase 14 Plat, in order to widen lots 353-354.

CONSISTENCY ANALYSIS:

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT

The proposed development is located within the Town of Tioga PD. The subject property is designated as Low Density Residential on the Future Land Use Map 2020. The Town of Tioga PD was found by the Board of County Commissioners to be consistent with the Comprehensive Plan and is approved for a total of 537 residential units on 278.62 acres, a gross density of 1.92 dwelling units (du's)/acre, and 9.5 acres of non-residential floor area. Phase 14 is located internally to the PD and has a gross density of 3.2 du's/acre.

UNIFIED LAND DEVELOPMENT CODE:

ZONING DISTRICT AND USE REGULATIONS

The proposed phase contains "Interior Residential" and "Neighborhood Open Space" Land Uses as they are defined on the approved Zoning Master Plan. The approved Zoning Master Plan has specific standards for minimum lot sizes, setbacks and height. The proposed lot sizes are consistent with the approved Zoning Master Plan of the Town of Tioga PD.

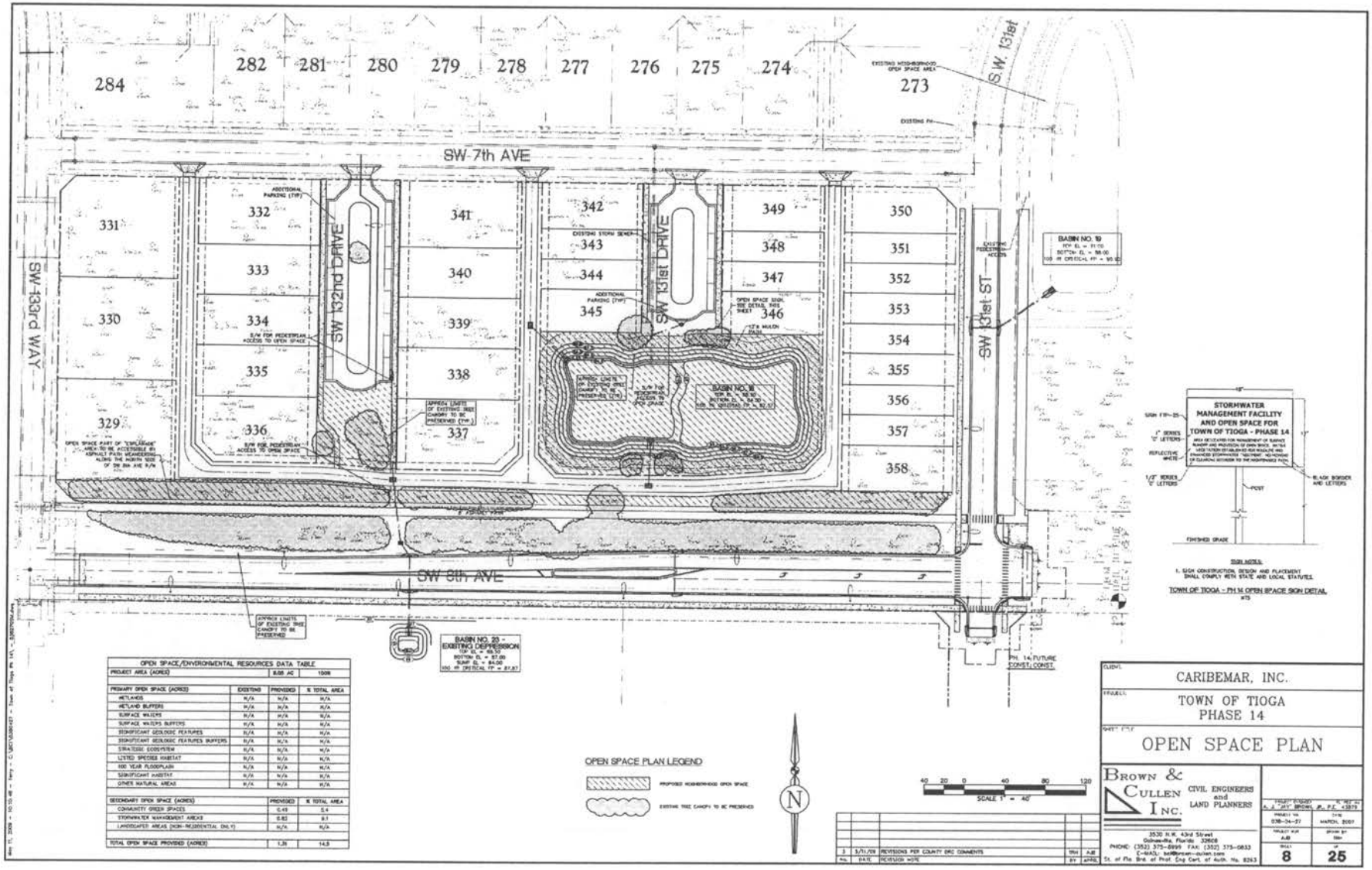
Alachua County
Development Review Committee
Staff Report

PLAT REQUIREMENTS

The proposed revised plat document meets the minimum requirements set forth in Chapter 177 of Florida State Statutes and Chapter 402 Article 12 of the Unified Land Development Code of Alachua County.

STAFF RECOMMENDATION:

Staff recommends **approval** of the Revised Final Development Plan and, and recommend **approval** of the plat to the BOCC for Town of Tioga PD, Phase 14, project number **2009031601_RF.**



OPEN SPACE/ENVIRONMENTAL RESOURCES DATA TABLE

PROJECT AREA (ACRES)		8.88 AC	100%
PRIMARY OPEN SPACE (ACRES)	EXISTING	PROVIDED	% TOTAL AREA
WETLANDS	N/A	N/A	N/A
WETLAND BUFFERS	N/A	N/A	N/A
SURFACE WATERS	N/A	N/A	N/A
SURFACE WATERS BUFFERS	N/A	N/A	N/A
SIGNIFICANT GEOLOGIC FEATURES	N/A	N/A	N/A
SIGNIFICANT GEOLOGIC FEATURES BUFFERS	N/A	N/A	N/A
STRATEGIC ECOSYSTEM	N/A	N/A	N/A
LISTED SPECIES HABITAT	N/A	N/A	N/A
100 YEAR FLOODPLAIN	N/A	N/A	N/A
SIGNIFICANT HABITAT	N/A	N/A	N/A
OTHER NATURAL AREAS	N/A	N/A	N/A

SECONDARY OPEN SPACE (ACRES)	PROVIDED	% TOTAL AREA
COMMUNITY GREEN SPACES	0.49	5.4
STORMWATER MANAGEMENT AREAS	0.82	9.1
LANDSCAPED AREAS (NON-RESIDENTIAL ONLY)	n/a	n/a
TOTAL OPEN SPACE PROVIDED (ACRES)	1.31	14.5

No.	DATE	REVISION NOTE	BY	APPR.
3	5/11/09	REVISIONS PER COUNTY DRC COMMENTS	RM	AJB

CLIENT: CARIBEMAR, INC.

PROJECT: TOWN OF TIOGA PHASE 14

SHEET TITLE: OPEN SPACE PLAN

BROWN & CULLEN INC. CIVIL ENGINEERS and LAND PLANNERS
3530 N.W. 43rd Street
Gainesville, Florida 32606
PHONE: (352) 375-8999 FAX: (352) 375-0933
E-MAIL: bc@brown-cullen.com
St. of Fla. Brd. of Prof. Eng Cert. of Auth. No. 8263

PROJECT ENGINEER: A. J. "JAY" BROWN, JR., P.E. #33179
PROJECT NO.: 038-04-07
DATE: MARCH, 2007
PROJECT MGR.: AJB
DRAWN BY: RM
SHEET: 8
OF: 25

Town of Tioga Phase 14

A Planned Unit Development

Lying in Sections 2 & 11, Township 10 South, Range 18 East, Alachua County, Florida

Plat Book ____, Page ____

Sheet One of Two

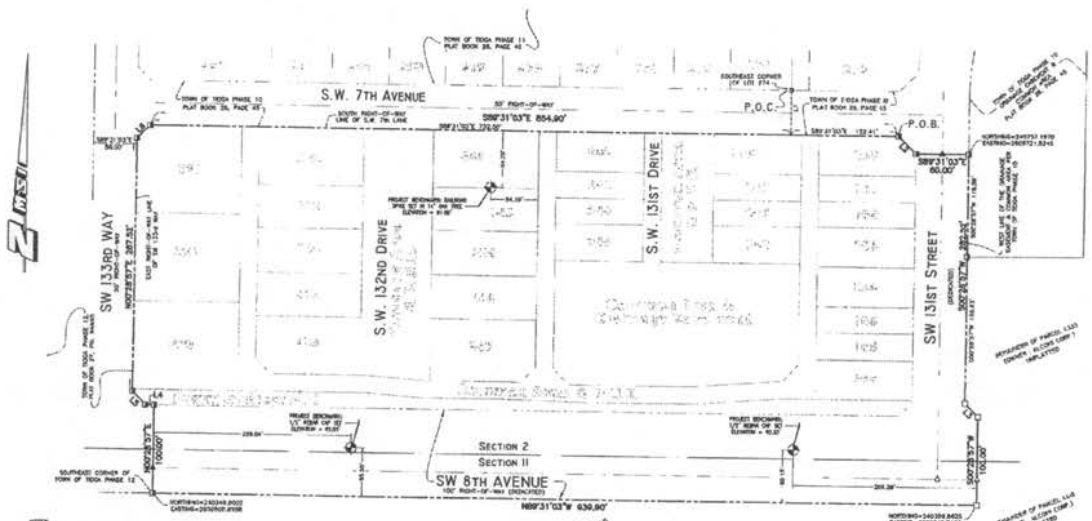
LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S00°28'57"W
L2	28.28'	S44°31'03"E
L3	21.21'	S44°31'03"E
L4	10.00'	N89°31'03"W
L5	21.21'	N44°31'03"W
L6	21.21'	N45°28'57"E
L7	28.19'	S43°19'57"W
L8	21.62'	N88°00'38"W
L9	19.22'	N88°00'58"W
L10	24.54'	S46°14'00"W
L11	24.97'	N44°31'03"W
L12	23.40'	N43°46'00"W
L13	2.52'	S00°28'57"W
L14	21.21'	S45°28'57"W
L15	2.52'	N00°28'57"E

CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	190.00'	14.28'	7.13'	4°18'01"	14.26'	N88°19'57"E
C2	190.00'	14.69'	7.35'	4°25'51"	14.69'	S87°18'07"E
C3	210.00'	16.24'	8.12'	4°25'51"	16.24'	N87°18'07"W
C4	190.00'	14.69'	7.35'	4°25'51"	14.69'	N87°18'07"W
C5	210.00'	16.24'	8.12'	4°25'51"	16.24'	S87°18'07"E
C6	190.00'	4.98'	2.49'	1°30'05"	4.98'	N88°46'00"W
C7	210.00'	5.50'	2.75'	1°30'05"	5.50'	S88°46'00"E
C8	210.00'	15.76'	7.88'	4°18'01"	15.76'	N88°19'57"E
C9	190.00'	14.26'	7.13'	4°18'01"	14.26'	S88°19'57"E

NOTE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INTERPOLATED FROM F.I.R.M. PANEL NO. 12001G0 DATED: EFF. 6/16/2006

Prepared By:

Marlleen Surveying, Inc.
Professional Surveyors & Mappers
33b South Main Street
Williston, Florida, 32696
Phone: (352) 528-5277
Fax: (352) 528-5231
2006-080a



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND:

○	= P.R.M. SET (3"x4" CONCRETE MONUMENT MARKED "PCP PSM 5488 MARLLEEN PRM")
□	= 4"x4" CONC. MONUMENT FOUND "PCP PSM 5488 MARLLEEN PRM"
⊕	= 1/2" IRON ROD FOUND MARLLEEN P.S.M. 5488"
●	= 5/8" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
+	= 1/2" IRON ROD TO BE SET MARKED "MARLLEEN P.S.M. 5488" (UNLESS OTHERWISE NOTED)
⊠	= 5/8" IRON ROD FOUND MARKED "P.S.M. 5488" REPLACED WITH P.R.M.
⊗	= NAIL & DISK FOUND (P.C.)
△	= NAIL & DISK TO BE SET (MARKED "PCP PSM 5488 MARLLEEN PRM")
P.I.	= POINT-OF-INTERSECTION
P.C.	= POINT-OF-CURVATURE
P.T.	= POINT-OF-TANGENCY
R.O.W.	= RIGHT-OF-WAY
P.O.L.	= POINT ON LINE
IDENT.	= IDENTIFICATION
(R.B.)	= REFERENCE BEARING
P.O.C.	= POINT-OF-COMMENCEMENT
P.O.B.	= POINT-OF-BEGINNING
P.U.E.	= PUBLIC UTILITY EASEMENT
P.R.M.	= PERMANENT REFERENCE MONUMENT
P.C.P.	= PERMANENT CONTROL POINT (4" BRASS DISK)
P.L.S.	= PERMANENT LANDMARK SURVEYOR
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
A.S.L.	= ALSO SURVEY AS
SQ. FT.	= SQUARE FEET
AC.	= ACRES
F.I.R.M.	= FEDERAL INSURANCE RATE MAP
(N)	= NADIAL
(N.R.)	= NON RADIAL
CONC.	= CONCRETE
ELEV.	= ELEVATION
B.S.	= BUILDING SETBACK LINE
	= VERTICAL BENCHMARK
D.E.	= DRAINAGE EASEMENT
P.L.S.	= PROFESSIONAL LAND SURVEYOR
E.E.	= ELECTRIC EASEMENT
MFF	= MINIMUM FINISHED FLOOR ELEVATION
O.R.B.	= OFFICIAL RECORDED BOOK
PG.	= PAGE

NOTES:

1. BEARINGS HEREON ARE REFERENCED TO AN ASSUMED VALUE OF S89°31'38"E, FOR THE SOUTH LINE OF TOWN OF TIOGA PHASE 2, SAID BEARING IS IDENTICAL WITH COMPUTATIONS BETWEEN THE PLAT OF RECORD.
2. THE MINIMUM ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000.
3. MAINTENANCE AND OWNERSHIP OF NEIGHBORHOOD COMMUNITY OPEN SPACE (COMMON AREAS) SUCH AS MOWING AND PROPERTY MANAGEMENT ARE THE RESPONSIBILITY OF THE TOWN OF TIOGA COMMUNITY ASSOCIATION INC.
4. NOTICE: THE LOTS SHOWN HEREON ARE SUBJECT TO DEED RESTRICTIONS AND RESTRICTIVE COVENANTS THAT ARE RECORDED IN OFFICIAL RECORDS BOOK 3371, PAGE 2653, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
5. EACH INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF A SIDEWALK ALONG APPLICABLE FRONTAGE AS SHOWN ON THE APPROVED CONSTRUCTION PLANS.
6. THE BEARINGS SHOWN HEREON ARE ROTATED 01°00'28" CLOCKWISE FROM GRID BEARINGS REFERENCED ON THE PLAT OF TOWN OF TIOGA PHASE 1 WHICH ARE IN REFERENCE TO ALACHUA COUNTY CONTROL DENSIFICATION AND IDENTIFICATION OF LAND CORNER PROJECT, DATED DECEMBER 1998.
7. ALL LOT LINES ARE NON RADIAL.
8. All Common Areas shall be conveyed to The Town of Tioga Community Association Inc., a Florida Corporation, by separate instrument. The owners of lots within this subdivision, as shown hereon, are hereby granted a non-exclusive easement for ingress, egress and public utilities service over, across, under, and along said Common Areas. There is also granted to the public utility service providers, an easement for ingress/egress and public utility purposes over and along the common areas as designated on this plat.
9. Lot corners to be placed prior to any lot being conveyed.
10. No Lot shall have direct access to S.W. 8th Avenue.
11. Lots 331, 332, 341, 342, 348 & 350 shall not have access to S.W. 7th Lane.
12. Due to fill placed on Lots 344, 345, 350, 351, 352, 353, 354 & 355, the building officials shall require a geotechnical investigation in accordance with Section 1805 of the Florida Building Code.
13. Lots 329, 330 & 331 shall not have access to S.W. 133rd Way.
14. Lots 350 thru 357 shall not have access to S.W. 131st Street.
15. Lots 329 through 331 shall only front S.W. 133rd Way.
16. Lots 332 through 341 shall only front S.W. 132nd Drive.
17. Lots 343 through 349 shall only front S.W. 131st Drive.
18. Lots 350 through 357 shall only front S.W. 131st Street.
19. Public Service Vehicles have access rights to the Private Streets.

REVISION 'K' REVISED PER COUNTY COMMENTS S.M.W. 03/03/2011
REVISION 'J' REVISED PER ENGINEER COMMENTS S.M.W. 02/10/2011
REVISION 'I' REVISED LOTS UPON EAST SIDE 02/07/2011 S.M.W.
REVISION 'H' REVISED PER COUNTY COMMENTS 11/15/2010 S.M.W.
REVISION 'G' MINIMUM FLOOR ELEVATIONS "ADDED" 08/11/2010 S.M.W.
REVISION 'F' REVISED ACCORDING P.U.E.'S PER ENGINEER COMMENTS 05/28/2009 S.M.W.
REVISION 'E' REVISED PER COUNTY SURVEYOR COMMENTS 04/08/2009 S.M.W.
REVISION 'D' PUE ADDED TO COMMON AREA 01/4/2007 M.P.K

Description: (by surveyor) – Town of Tioga Phase 14

A parcel of land lying in Sections 2 and 11, Township 10 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 274, Town of Tioga Phase 11, a planned unit development, as recorded in plat book 55, page 46 of the public records of Alachua County, Florida; and run thence South 00°28'57"West, a distance of 50.00 feet to the South right-of-way line of S.W. 7th Lane; thence South 89°31'03"East, along said South right-of-way line, a distance of 132.41 feet to the Point-of-Beginning of the herein described parcel; thence South 44°31'03"East, a distance of 28.28 feet; thence South 89°31'03"East, a distance of 60.00 feet to the west line of the Drainage Easement & Common Area per Town of Tioga Phase 10, as recorded in Plat Book 28 Page 43, said public records; thence South 00°28'57"West, along said West line and it's Southerly extension thereof, a distance of 282.52 feet; thence South 44°31'03"East, a distance of 21.21 feet; thence South 00°28'57"West, a distance of 100.00 feet; thence North 89°31'03"West, a distance of 939.80 feet; thence North 00°28'57"East, a distance of 100.00 feet; thence North 89°31'03"West, a distance of 10.00 feet; thence North 44°31'03"West, a distance of 21.21 feet; thence North 00°28'57"East, a distance of 287.52 feet; thence North 45°28'57"East, a distance of 21.21 feet to said South right-of-way line of S.W. 7th Lane; thence South 89°31'03"East along said South right-of-way line, a distance of 854.90 feet to the said Point-of-Beginning.

Containing 9.047 ±gr±ac.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

RP-1

Notice and Dedication

KNOW ALL MEN BY THESE PRESENTS THAT ALOMA CORPORATION DOES HEREBY CERTIFY THAT IT IS THE OWNER OF TOWN OF TIOGA PHASE 14, A PLANNED UNIT DEVELOPMENT, AS DESCRIBED AND SHOWN HEREON AND DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS PLAT. THE DRAINAGE EASEMENTS ARE DEDICATED TO THE PUBLIC FOR THE PUBLIC TO DISCHARGE AND THE PUBLIC'S RESPONSIBILITY FOR THE MAINTENANCE SHALL BE LIMITED ONLY TO THE INTEGRITY OF THE STRUCTURAL PORTION OF THE SYSTEM.

WITNESS

ALOMA CORPORATION
LUIS A. DIAZ, VICE PRESIDENT

WITNESS

Acknowledgment

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, LUIS A. DIAZ AS VICE PRESIDENT OF ALOMA CORPORATION, TO ME KNOWN TO BE THE PERSON HEREIN DESCRIBED, AND THAT HE ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED, WITH FULL AUTHORITY TO EXECUTE THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____ 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Certificate of Surveyor

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF TOWN OF TIOGA PHASE 14, A PLANNED UNIT DEVELOPMENT, AND THAT SAID LANDS HAVE BEEN SURVEYED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, BASED ON A BOUNDARY SURVEY DATED 6/15/07, AND THAT THE SURVEY DATA AND PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES (2010).

DATE:

STEPHEN M. MARLLEEN, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5488
CERTIFICATE OF AUTHORIZATION NO. 8821

MARLLEEN SURVEYING, INC.
33b SOUTH MAIN ST.
WILLISTON, FLORIDA 32696

Certificate of Approval by Alachua County, Florida

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY'S ORDINANCES AND REGULATIONS AS FOLLOWS:

SURVEY REQUIREMENTS

DATE _____ COUNTY SURVEYOR

ENGINEERING REQUIREMENTS

DATE _____ COUNTY ENGINEER

FORM AND LEGALITY:

DATE _____ COUNTY ATTORNEY

APPROVED BY ALACHUA COUNTY:

DATE _____ CHAIR BOARD OF COUNTY COMMISSIONERS

RECORDED AND FILED FOR RECORD, THIS ____ DAY OF _____ 2011

CLERK

DEPUTY CLERK

Vicinity Map

not to scale

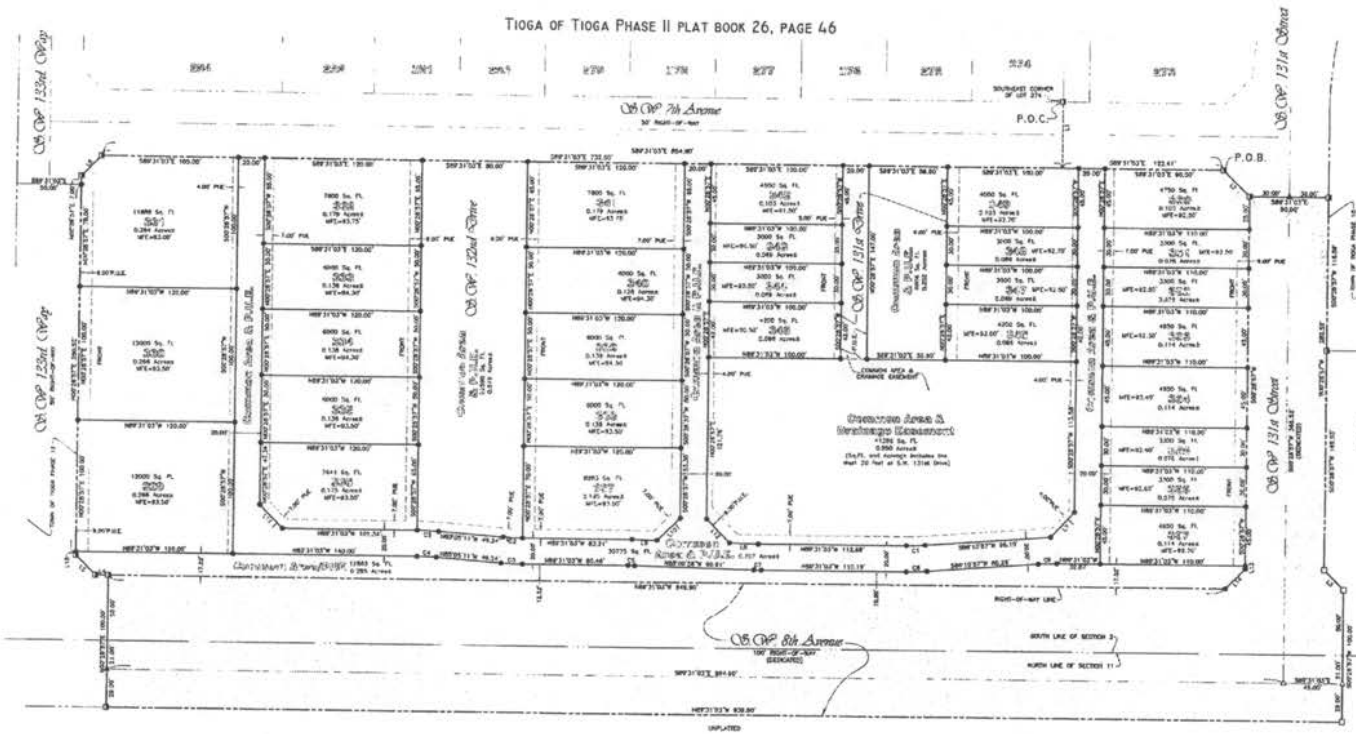
Town of Tioga Phase 14

A Planned Unit Development

Lying in Sections 2 & 11, Township 10 South, Range 18 East, Alachua County, Florida

Plat Book ____, Page ____
Sheet Two of Two

TIOGA OF TIOGA PHASE II PLAT BOOK 26, PAGE 46



LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S00°28'57"W
L2	28.28'	S44°31'03"E
L3	21.21'	S44°31'03"E
L4	10.00'	N89°31'03"W
L5	21.21'	N44°31'03"W
L6	21.21'	N45°28'57"E
L7	26.19'	S43°19'57"W
L8	21.62'	N89°00'58"W
L9	19.22'	N88°00'58"W
L10	24.54'	S46°14'00"W
L11	24.97'	N44°31'03"W
L12	25.40'	N43°48'00"W
L13	2.52'	S00°28'57"W
L14	21.21'	S45°28'57"E
L15	2.52'	N00°28'57"E

CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
C1	190.00'	14.26'	7.13'	4°18'01"	14.26'	N88°19'57"E
C2	190.00'	14.69'	7.35'	4°25'51"	14.69'	S87°18'07"E
C3	210.00'	16.24'	8.12'	4°25'51"	16.24'	N87°18'07"W
C4	190.00'	14.69'	7.35'	4°25'51"	14.69'	N87°18'07"W
C5	210.00'	16.24'	8.12'	4°25'51"	16.24'	S87°18'07"E
C6	190.00'	4.98'	2.49'	1°30'09"	4.98'	N58°46'00"E
C7	210.00'	5.50'	2.75'	1°30'09"	5.50'	S88°46'00"E
C8	210.00'	15.76'	7.88'	4°18'01"	15.76'	N88°19'57"E
C9	190.00'	14.26'	7.13'	4°18'01"	14.26'	S88°19'57"W

LEGEND
- (1) = P.R.M. SET (4"x4" CONCRETE MONUMENT MARKED "PCP PRM 5488 McMILLEN RING")
- = 4"x4" CONC. MONUMENT FOUND "PCP PRM 5488 McMILLEN RING"
- = 1/2" IRON ROD FOUND "McMILLEN P.S.M. 5488"
- = 4"x4" CONC. MONUMENT FOUND (NO BRASS UNLESS SHOWN)
- = 1/2" IRON ROD TO BE SET MARKED "McMILLEN P.S.M. 5488" (UNLESS OTHERWISE SHOWN)
- = 5/8" IRON ROD FOUND MARKED "P.L.S. 4788" REPLACED WITH P.R.M.
- = NAIL & DISC FOUND (P.C.P.)
- = NAIL & DISC TO BE SET (MARKED "PCP PRM 5488 McMILLEN RING")
- P.C. = POINT-OF-CURVATURE
- P.T. = POINT-OF-TANGENCY
- P.I. = POINT-OF-INTERSECTION
- R/S = RADIUS POINT
- P.O.L. = POINT ON LINE
- IDENT. = IDENTIFICATION
- (R.B.) = REFERENCE BEARING
- P.O.C. = POINT-OF-COMMENCEMENT
- P.O.B. = POINT-OF-BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- P.C.P. = PERMANENT CONTROL POINT
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- ∠ = DELTA ANGLE
- SQ. FT. = SQUARE FEET
- AC. = ACRES
- F.I.R.M. = FEDERAL INSURANCE RATE MAP
- (R) = RADIAL
- (N.R.) = NON RADIAL
- CONC. = CONCRETE
- ELEV. = ELEVATION
- B.S. = BUILDING SETBACK LINE
- = VERTICAL BENCHMARK
- D.E. = DRAINAGE EASEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- E.E. = ELECTRIC EASEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT
- = DEDICATED RIGHT-OF-WAY
- M.F.E. = MINIMUM FINISHED FLOOR ELEVATION

Prepared By:

33b South Main Street
Williston, Florida 32696
Phone: (352) 528-6277
Fax: (352) 528-6271
2006-086

Building Setbacks
- Minimum lot width at building line = 30'
- Minimum front yard = 10'
- Minimum rear yard = 7'
- Minimum side yard (interior) = 0'
- Minimum side yard (street) = 10'
- Minimum area = 2700 Square Feet
- Minimum lot depth = 90'

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

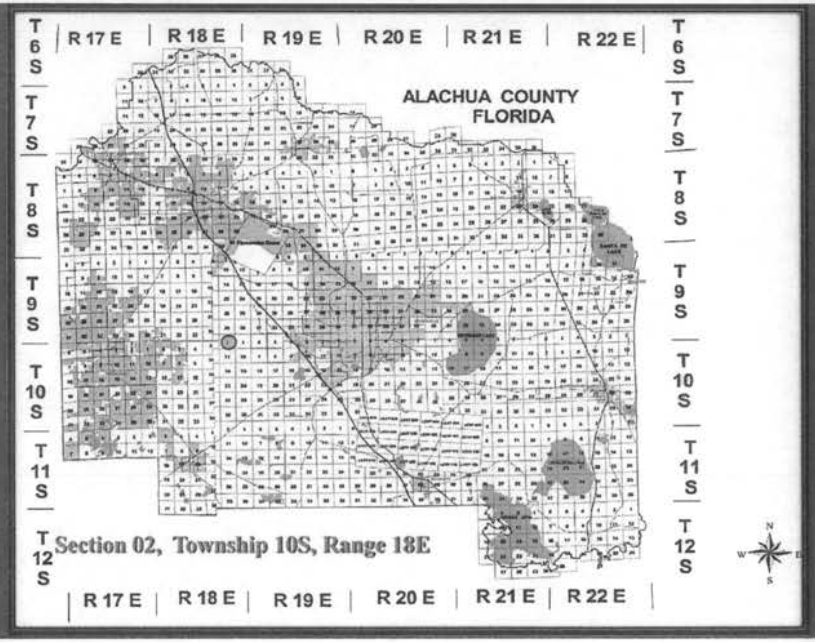
RP-2

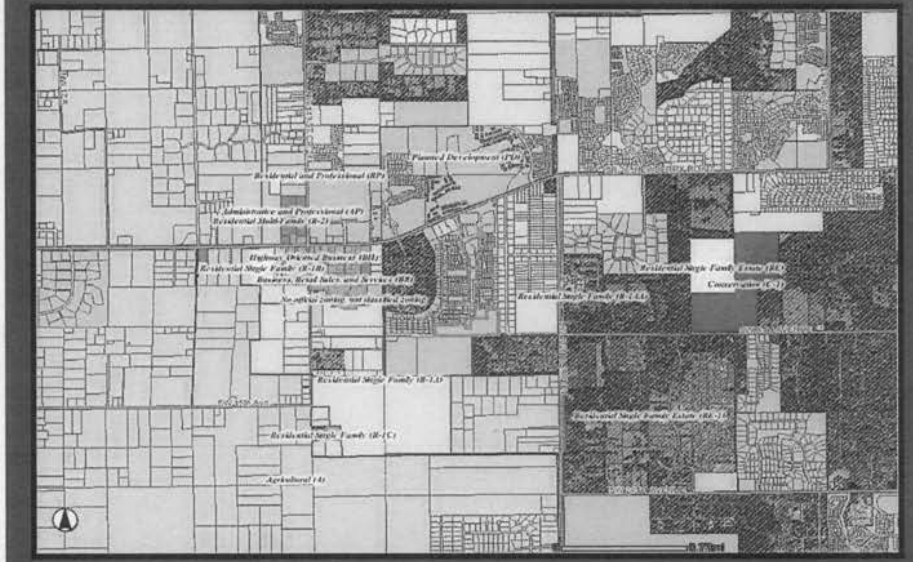
Alachua County
Plat Review – Town of Tioga PD
Phase 14
April 12, 2011

Alachua County, Florida

Town of Tioga PD - Phase 14

- Containing 29 lots on 9.05 acres
- Section 02, Township 10S, Range 18E
- Tax Parcel No. 04333-000-000
- 13200 Block of SW 7th Avenue
- Brown & Cullen, Inc. - Agent
- DRC Recommendation (March 17, 2011):
  Approve the revised final plat





Location

PD Aerial

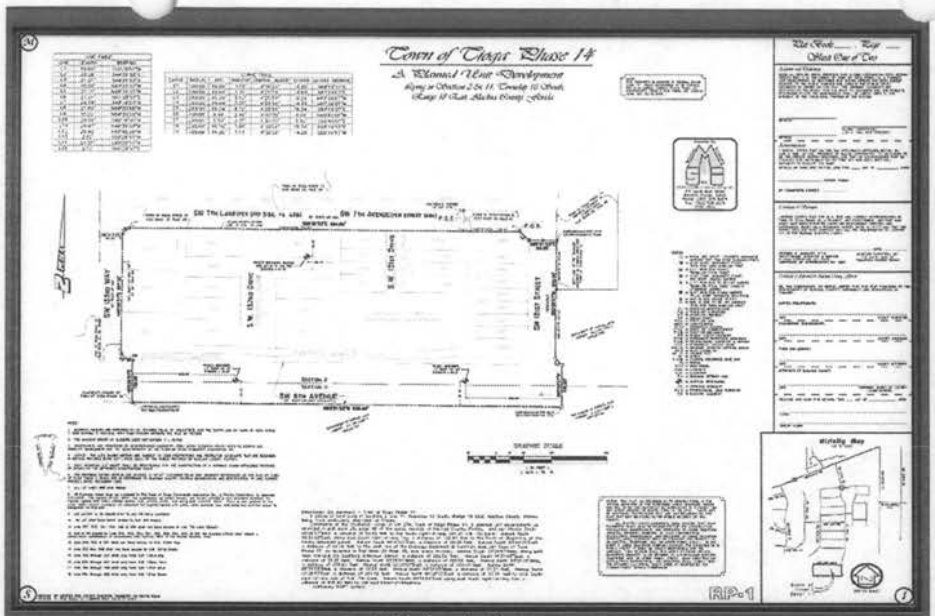
Phase 14 - Aerial

Town of Tioga PD - Phase 14

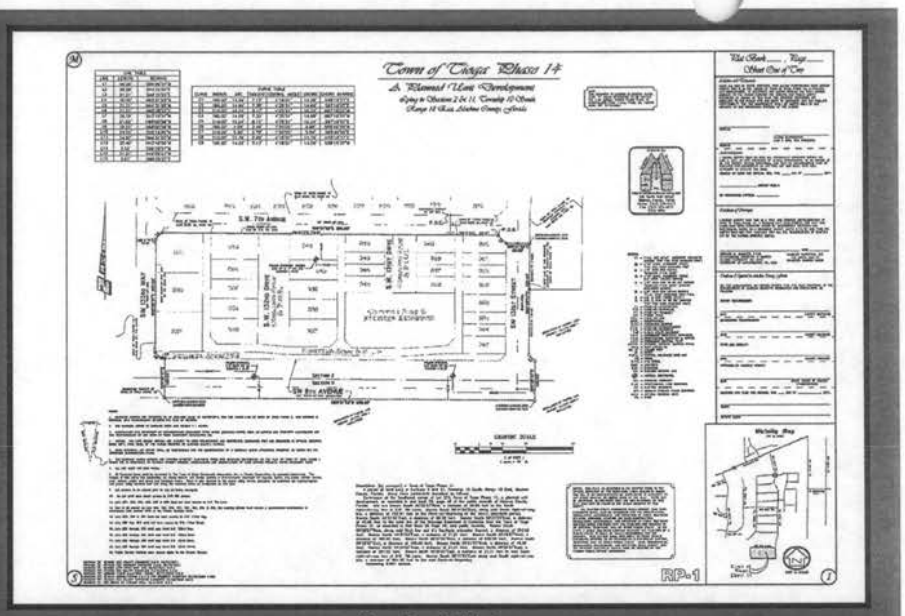
- This phase is consistent with the Zoning Master Plan previously approved by the Board of County Commissioners
- Future Land Use:
  - Low Density Residential (1 – 4 Dwelling Units/Acre)
- Zoning:
  - "PD" (Planned Development)

Town of Tioga PD- Phase 14

- The Town of Tioga PD is approved for a total of 537 Residential Units on 278.62 acres for a gross density of 1.92 dwelling units per acre.
- The BoCC previously approved this plat with 30 lots on July 14, 2009 but plat was never recorded. Applicant is reducing the number of lots to make lots 353 & 354 wider.
- Phase 14 will now have 29 units on 9.05 acres for a gross density of 3.2 dwelling units per acre.



Original Plat



Revised Plat

Recommend Approval of the Plat for Town of Tioga PD - Phase 14

- DRC recommends approval of the summary item
- Plat found to be consistent with policies of the Comprehensive Plan
- Plat found to be in compliance with provisions of the Unified Land Development Code

That Completes the Staff Presentation & Comments

Questions?

Town of Tioga Phase 14

A Planned Unit Development

Lying in Sections 2 & 11, Township 10 South, Range 18 East, Alachua County, Florida

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LINE	LENGTH	BEARING
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L4	10.00'	N89°31'03"W
L5	21.21'	N44°31'03"W
L6	21.21'	N45°28'57"E
L7	26.18'	S43°19'57"W
L8	21.62'	N88°00'58"W
L9	19.22'	N88°00'58"W
L10	24.54'	S46°14'00"W
L11	24.87'	N44°31'03"W
L12	25.46'	N47°45'00"W
L13	2.52'	S00°28'57"W
L14	21.21'	S45°28'57"W
L15	2.52'	N00°28'57"E

CURVE TABLE						
CURVE	RADIUS	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
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C2	190.00'	14.65'	7.35'	4°25'51"	14.65'	S87°18'02"E
C3	210.00'	16.24'	8.12'	4°25'51"	16.24'	N87°18'02"W
C4	190.00'	14.65'	7.35'	4°25'51"	14.65'	N87°18'02"W
C5	210.00'	16.24'	8.12'	4°25'51"	16.24'	S87°18'02"E
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C7	210.00'	6.50'	3.75'	1°30'05"	6.50'	S88°46'00"E
C8	210.00'	15.76'	7.88'	4°18'01"	15.76'	N86°19'57"E
C9	190.00'	14.26'	7.13'	4°18'01"	14.26'	S86°19'57"E

NOTES:

1. BEARING HEREON ARE REFERENCED TO AN ASSUMED VALUE OF S89°31'34"E, FOR THE SOUTH LINE OF TOWN OF TIOGA PHASE 2, SAID BEARING IS IDENTICAL WITH COMPUTATIONS BETWEEN THE PLAT OF RECORD.

2. THE MINIMUM ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000.

3. MAINTENANCE AND OWNERSHIP OF NEIGHBORHOOD COMMUNITY (WITH SPACE COMMON AREAS) SUCH AS MOWING AND PROPERTY MANAGEMENT ARE THE RESPONSIBILITY OF THE TOWN OF TIOGA COMMUNITY ASSOCIATION, INC.

4. NOTICE: THE LOTS SHOWN HEREON ARE SUBJECT TO DEED RESTRICTIONS AND RESTRICTIVE COVENANTS THAT ARE RECORDED IN OFFICIAL RECORDS BOOK 3371, PAGE 1815, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

5. EACH RESIDENTIAL LOT OWNER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF A SIDEWALK ALONG APPLICABLE FRONTAGE AS SHOWN ON THE APPROVED CONSTRUCTION PLANS.

6. THE BEARINGS SHOWN HEREON ARE ROTATED 0°28'57" CLOCKWISE FROM GRID BEARINGS REFERENCED ON THE PLAT OF TOWN OF TIOGA PHASE 1 WHICH ARE IN REFERENCE TO ALACHUA COUNTY CONTROL MONUMENTATION AND DESCRIPTIONS OF LAND CORNER PROJECT DATED DECEMBER 1988.

7. ALL LOT LINES ARE NON RADIAL.

8. All Common Areas and Drainage Easement to the Town of Tioga Community Association Inc., a Florida Corporation, its successor and assigns. The owners of Lots within this subdivision, as tenants in common, are hereby granted a non-exclusive easement for ingress, egress and public utilities service over, across, under, and along said Common Areas. There is also granted to the public utility service providers, an easement for ingress/egress and public utility services over and along the common areas as designated on this plat.

9. Lot corners to be placed prior to any lot being conveyed.

10. No Lot shall have direct access to S.W. 8th Avenue

11 Lots 331, 332, 341, 342, 346 & 350 shall not have access to S.W. 7th Lane.

12 Due to fill placed on Lots 344, 345, 350, 351, 352, 353, 354 & 355, the building official shall require a geotechnical investigation in accordance with Section 1802 of the Florida Building Code.

13 Lots 326, 328 & 351 shall not have access to S.W. 132nd Way.

14 Lots 350 thru 357 shall not have access to S.W. 131st Street.

15 Lots 329 through 331 shall only front S.W. 132nd Way.

16 Lots 332 through 341 shall only front S.W. 132nd Drive.

17 Lots 342 through 346 shall only front S.W. 131st Drive.

18 Lots 350 through 357 shall only front S.W. 131st Street.

19 Public Service Vehicles have access rights to the Private Streets.

REVISION "1" REVISED PER COUNTY COMMENTS 5.8.08 03/20/2011
REVISION "2" REVISED PER COUNTY COMMENTS 6.9.08 03/20/2011
REVISED LOTS 329-331 EAST SIDE 10/6/2008 A.M.H.
REVISED PER COUNTY COMMENTS 10/16/2008 A.M.H.
REVISION "3" REVISED PLAT ELEVATIONS "NOTES" 05/11/2009 S.M.H.
REVISED PER COUNTY COMMENTS 05/28/2009 & 06/08/2009 05/28/2009 S.M.H.
REVISION "4" PLAT REVISED PER COUNTY COMMENTS 09/08/2009 S.M.H.
REVISION "5" PLAT ADDED TO COMMON AREA 10/6/2009 A.M.H.

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

Description: (by surveyor) - Town of Tioga Phase 14

A parcel of land lying in Sections 2 and 11, Township 10 South, Range 18 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 274, Town of Tioga Phase 11, a planned unit development, as recorded in plat book 25, page 48 of the public records of Alachua County, Florida; and run thence South 00°28'57"West, a distance of 50.00 feet to the South right-of-way line of S.W. 7th Lane, thence South 89°31'03"East, along said South right-of-way line, a distance of 854.90 feet to the Point-of-Beginning; thence South 44°31'03"East, a distance of 28.28 feet; thence South 89°31'03"East, a distance of 60.00 feet to the west line of the Drainage Easement & Common Area per Town of Tioga Phase 10, as recorded in Plat Book 26 Page 40, said public records; thence South 00°28'57"West, along said West line and it's Southerly extension thereof, a distance of 282.52 feet; thence South 89°31'03"East, a distance of 10.00 feet; thence South 00°28'57"West, a distance of 100.00 feet; thence North 89°31'03"West, a distance of 939.90 feet; thence North 00°28'57"East, a distance of 100.00 feet; thence North 89°31'03"West, a distance of 10.00 feet; thence North 44°31'03"West, a distance of 21.21 feet; thence North 00°28'57"East, a distance of 287.52 feet; thence North 45°28'57"East, a distance of 21.21 feet to said South right-of-way line of S.W. 7th Lane; thence South 89°31'03"East along said South right-of-way line, a distance of 854.90 feet to the said Point-of-Beginning.

Containing 9.247 acres±.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED, IMPEDED, OR OTHERWISE AFFECTED BY THE PROVISIONS OF ANY PURPORTED OR INTENDED, BUT UNRECORDED, RESTRICTIVE TEXT AND/OR COVENANTS THAT ARE NOT RECORDED IN THE SAME PLAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE USE OF SUCH EASEMENTS FOR UTILITIES; AND, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTICE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC OR TELEPHONE COMPANY. ANY SUCH PRIVATE EASEMENT SHALL CONTAIN PROVISIONS GOVERNING THE RELOCATION OF UTILITY FACILITIES DURING CONSTRUCTION OF ROADWAYS AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

Prepared By:
Atlantic Engineering Services, Inc.
Information@AtlanticEngineering.com
5th South 34th Street
Palatka, Florida 32177
Phone: (386) 328-8569
Fax: (352) 529-0211
2006-088a

LEGEND:

- ○ = F.P.& L. #12 1/4", CONCRETE MONUMENT, MARKED "SET PRM (NAIL)" PRM
- ⊡ = 4"x4" CONC. MONUMENT FOUND
- ⊙ = 1/2" IRON ROD FOUND
- ⊞ = 1/4" IRON ROD FOUND
- ⊠ = "CAMILLUS P.S.M. 5487" CAP ON 1/2" REINFORCING BAR AND 4" CONC. MONUMENT FOUND
- ● = 1/2" IRON ROD TO BE SET MARKED "CAMILLUS P.S.M. 5487" CAP
- ⊗ = 5/8" IRON ROD WITH PLASTIC CAP MARKED "P.S.M. 5487" REPLACED WITH P.R.M.
- ⊕ = 5/8" IRON ROD WITH CAP MARKED "P.R.M. # 2486 TO BE SET" OR "TOP PRM 5486 (NAILS/DISK PRM)"
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.O.C. = POINT OF COMMENCE
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- (R&M) = REFERENCE BEARING
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- P.R.M.'s = PERMANENT REFERENCE MONUMENTS
- P.C.P.'s = PERMANENT CONTROL POINTS
- P.C.P.'s = PERMANENT CONTROL POINT
- H.C.M.P. = HORIZONTAL GEODETIC VERTICAL DATUM OF 1929
- MH = P.K. = COUNTY NAIL
- F.P.& L. = FLORIDA POWER & LIGHT
- B.M. = BENCH MARK
- (M.E.) = MEASURED
- CONC. = CONCRETE
- ELEV. = ELEVATION
- B.S.B.L. = BUILDING SETBACK LINE
- = VERTICAL BENCHMARK
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.S.V.E. = PRIVATE SERVICE VEHICLE EASEMENT
- L.E. = ELECTRIC EASEMENT
- F.F.E. = MINIMUM FINISHED FLOOR ELEVATION
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE

Plat Book ____ Page ____

Sheet One of Two

Subdivision and Dedication

KNOW ALL MEN BY THESE PRESENTS, THAT ALACHUA CORPORATION DOES HEREBY CERTIFY THAT IT IS THE OWNER OF TOWN OF TIOGA PHASE 14, A PLANNED UNIT DEVELOPMENT, AS SHOWN HEREON, AND THAT IT HEREBY DEDICATES TO THE PUBLIC FOREVER THE STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT. THE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF TIOGA COMMUNITY ASSOCIATION, INC. WHICH SHALL BE RESPONSIBLE FOR THE MAINTENANCE, BUT SHALL NOT BE THE RECIPIENT OF THE STRUCTURAL PORTION OF THE SYSTEM.

WITNESS

ALACHUA CORPORATION

NAME & TITLE, VICE PRESIDENT

WITNESS

Acknowledgement

I HEREBY CERTIFY THAT ON THIS DAY, PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AND COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS HIS FREE ACT AND DEED, WITH FULL AUTHORITY TO EXECUTE THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Certificate of Surveyor

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND PLATTED AS SHOWN HEREON; THAT ALL THE LINES, DIMENSIONS AND OTHER INFORMATION SHOWN ON THIS PLAT ARE CORRECT; AND THAT THE SURVEY WAS MADE AND PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES (2010).

DATE: _____

STEPHEN A. MAMILLEN, P.S.M.
FLORIDA CERTIFICATE OF SURVEYOR
CERTIFICATE OF AUTHORIZATION NO. 6601

MAMILLEN SURVEYING, INC.
726 SOUTH 34TH ST.
PALATKA, FLORIDA 32084

Certificate of Approval by Alachua County, Florida

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY'S ORDINANCES AND REGULATIONS AS TO:

SURVEY REQUIREMENTS:

DATE _____ COUNTY SURVEYOR

ENGINEERING REQUIREMENTS:

DATE _____ COUNTY ENGINEER

FORM AND LEGALITY:

DATE _____ COUNTY ATTORNEY

APPROVED BY ALACHUA COUNTY:

DATE _____ CHAIR, BOARD OF COUNTY COMMISSIONERS

RECORDED AND FILED FOR RECORD, THIS _____ DAY OF _____, 2011.

CLERK

BY: _____

DEPUTY CLERK

Vicinity Map

not to scale

RP-1

1

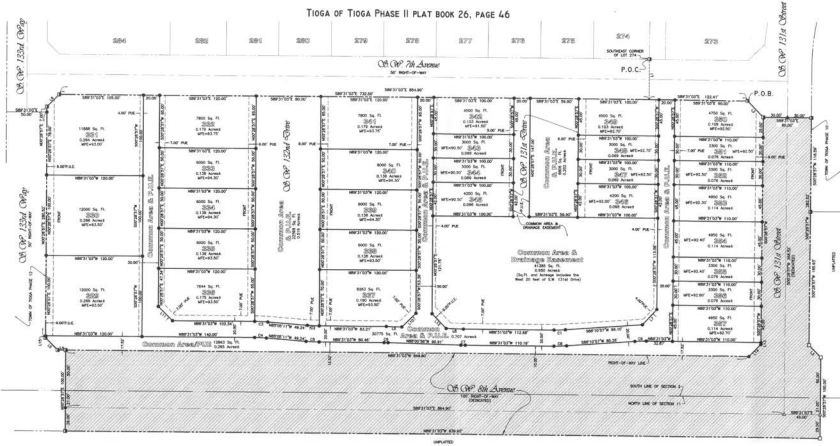
Town of Tioga Phase 14

A Planned Unit Development

Lying in Sections 2 & 11, Township 10 South, Range 18 East, Alachua County, Florida

Plat Book ___, Page ___
Sheet Two of Two

TIOGA OF TIOGA PHASE II PLAT BOOK 26, PAGE 46


Common Area A
Drainage Easement
41380 Sq. Ft.
0.950 Acres
(Incl. Portion of Common Area B, Public Use)
Road 20 feet of S.W. 13rd Drive)
Common Area B, P.U.E.
Common Area/P.U.E. 7863 Sq. Ft. 0.180 Acres
Common Area
Common Area
Common Area

April 12, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Longleaf Planned Development Unit IV, Phases VII and VIII (Amended)

Amount
N/A

Description
Request Approval of the proposed final plat of Longleaf Planned Development Unit IV, Phases VII and VIII

Recommendation
Approve proposed final plat of Longleaf Planned Development Unit IV, Phases VII and VIII

Alternative(s)
Deny proposed final plat of Longleaf Planned Development Unit IV, Phases VII and VIII

Requested By
Rick Wolf

Originating Department
Growth Management

Attachment(s) Description
1) Final Plat, 2) Staff Report DRC Chair, 3) Staff Report Growth Management, 4) Tree Protection Easement Documents, 5) Covenant Amendment Documents, 6) HOA, 7)PowerPoint Presentation

Documents Requiring Action
N/A

Executive Summary
The Longleaf Planned Development (PD) was approved by the Board of County Commissioners (BOCC) on 11/26/02 for a total of 550 residential units and up to 30,000 sq ft of nonresidential floor area at buildout. A total of 393 residential units and an Amenity Center have been approved to date. This application Unit IV, Phase VII & Phase VIII of the development consists of 157 single family dwelling units, associated drainage, and roadways. On March 17, 2011 by consensus, the DRC approved the final development plan and found the proposed plat to be consistent with all relevant sections of the Comprehensive Plan and the Unified Land Development Code.

Background
The subject property is located within the Low Density Residential Land Use category which allows 1-4 du's/acre. The proposed density for this phase of the PD is 5.2 du's/acre. The Longleaf PD has an overall density of 3.39 du's/ac and was found by the BOCC to be consistent with the Comprehensive Plan. The proposed single family residential use proposed in Phases VII and VIII are consistent with the land use categories identified on the PD zoning master plan. The lots proposed for this phase are consistent with the minimum lot sizes allowed for the Neighborhood Edge, Neighborhood General and Hamlet land use categories. The PD zoning master plan allows the lots sizes to be increased in all land uses. The proposed final development plan is consistent with the approved PD Zoning Master Plan as well as all PD conditions approved by the Board of County Commissioners.

Issues
The Board of County Commissioners must determine that the proposed plat is consistent with the Comprehensive Plan and the Unified Land Development Code. The Board of County Commissioners has the authority to approve the reviewed plat per ULDC 401.02(e)10.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

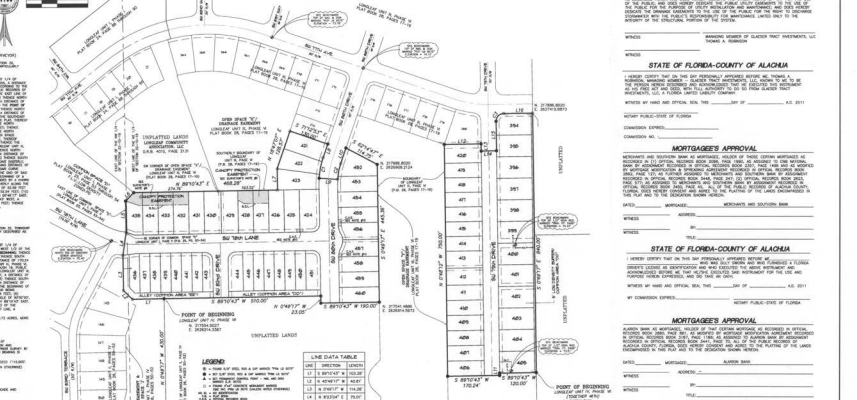
Attachment: LL7_8GMSR.pdf
Attachment: LL7Easement.pdf
Attachment: LL8cov_amd.pdf
Attachment: LL8plSheet2.pdf
Attachment: Longleaf_HOA.pdf
Attachment: LL7_8chSR.pdf
Attachment: LL7plSheet2.pdf
Attachment: LL7plsheet1.pdf
Attachment: LL8EASEMENT.pdf
Attachment: LL8plSheet1.pdf
Attachment: LL7cov_amd.pdf
Attachment: LL7_8Plats_rev.pdf

LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

GRAPHIC SCALE
0 50 100 200


OVER SPACE "X"
LONGLEAF UNIT IV, PHASE VI
PLAT BOOK 39, PAGES 11-19
UNPLATTED LANDS
LONGLEAF COMMUNICATIONS ASSOCIATION, LLC
D.B. 4015, PGS. 2116-21
SOUTHERLY BOUNDARY OF LONGLEAF UNIT II, PHASE III
PLAT BOOK 39, PAGES 1-10
NW CORNER OF OVER SPACE "X"
LONGLEAF UNIT IV, PHASE VI
PLAT BOOK 39, PAGES 11-19
CANOPY PROTECTION EASEMENT
N 89°57'47" E
474.76'
S 89°57'47" W
474.76'
N 0°49'37" E
445.30'
S 0°49'37" E
445.30'
N 0°49'37" E
756.00'
S 0°49'37" E
756.00'
S 0°49'37" E
1170.24'
N 0°49'37" E
1170.24'
S 89°10'47" W
120.00'
N 89°10'47" E
120.00'
S 89°10'47" W
1150.00'
N 89°10'47" E
1150.00'
N 89°10'47" E
23.05'
S 89°10'47" W
23.05'
N 89°10'47" E
1150.00'
S 89°10'47" W
1150.00'
S 89°10'47" W
1150.00'
S 89°10'47" W

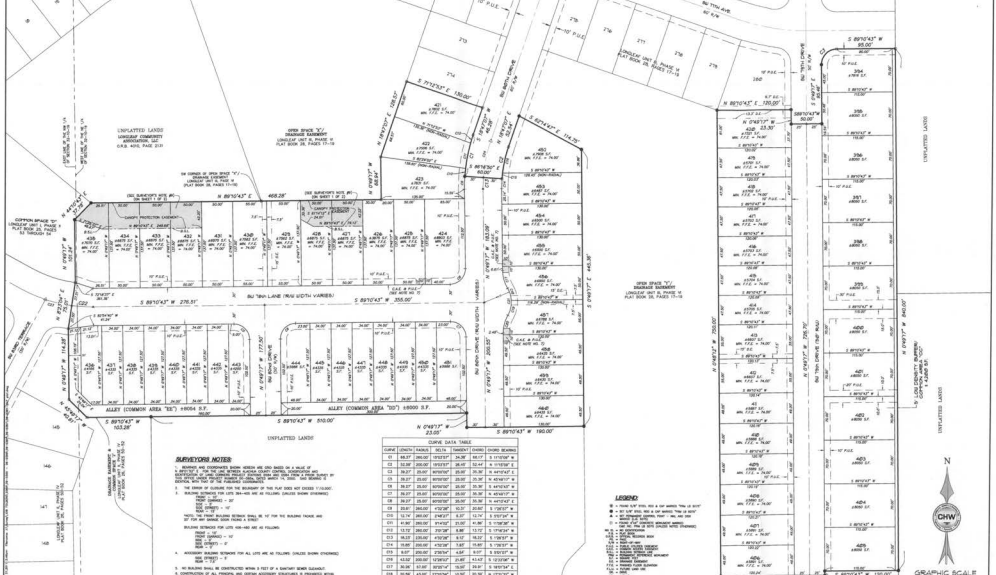
LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB 6378

PLAT BOOK __ ,PAGE __
SHEET TWO OF TWO



SURVEYORS NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE CRD BASED ON A VALUE OF N 89°10'43" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 AS SHOWN ON THE LONGLEAF PHASE 1 SUBDIVISION PLAT (DEERING DRIVE AND SW 170TH AVENUE) AS RECORDED IN PLAT BOOK 25, PAGES 17-19 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, WITH TIES OF THE PUBLISHED COORDINATES.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1'/10,000'.
3. BUILDING SETBACKS FOR LOTS 394-400, 440, 441 AS FOLLOWS: UNLESS SHOWN OTHERWISE:
   FRONT = 20'
   SIDE (CORNER) = 10'
   SIDE = 5'
   REAR = 10'
4. BUILDING SETBACKS FOR LOTS 401-439, 442-450 AS FOLLOWS:
   FRONT = 15'
   SIDE (CORNER) = 10'
   SIDE = 5'
   REAR = 10'
5. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: UNLESS SHOWN OTHERWISE:
   SIDE (STREET) = 15'
   SIDE = 5'
   REAR = 5'
6. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER EASEMENT.
7. CONSTRUCTION OF ALL PRIVATE AND CERTAIN ACCESSORY STRUCTURES IS PROHIBITED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON AND AS DESCRIBED IN THE DECLARATION OF THE DRAINAGE EASEMENT RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
8. CONSTRUCTION WITHIN THE LOTS SHALL NOT ALTER THE DRAINAGE PATTERN AS DESIGNED AND CONSTRUCTED BY THE DEVELOPER WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD OR HIS DESIGNATED SUCCESSOR.

SEE SHEET 1 OF 2 FOR ADDITIONAL SURVEYOR'S NOTES AND CERTIFICATIONS

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	68.57'	280.00'	014°02'07"	34.46'	68.41'	S 11°07'06" W
C2	51.99'	280.00'	010°38'37"	26.05'	51.91'	N 11°07'06" E
C3	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 44°49'43" E
C4	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°10'17" W
C5	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°49'43" E
C6	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°10'17" W
C7	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°49'43" E
C8	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 44°49'43" E
C9	23.81'	265.00'	4°36'38"	11.91'	23.80'	S 13°25'21" W
C10	13.74'	265.00'	2°58'21"	6.87'	13.74'	S 15°43'41" W
C11	41.90'	265.00'	9°03'52"	21.00'	41.86'	S 11°08'38" W
C12	68.57'	280.00'	014°02'07"	34.46'	68.41'	S 11°07'06" W
C13	16.23'	225.00'	4°08'08"	8.12'	16.22'	S 13°39'31" W
C14	13.80'	255.00'	3°06'13"	6.90'	13.80'	S 13°39'31" W
C15	8.07'	255.00'	2°25'54"	4.04'	8.07'	S 15°07'31" W
C16	43.92'	255.00'	9°52'07"	21.99'	43.87'	S 10°23'08" W
C17	39.26'	57.00'	39°27'41"	19.95'	38.49'	S 19°51'54" E
C18	20.94'	43.00'	27°53'56"	10.67'	20.74'	N 17°31'37" W
C19	28.07'	43.00'	37°24'34"	14.60'	27.57'	N 12°52'44" E
C20	39.40'	57.00'	39°36'14"	20.50'	38.62'	N 19°46'37" W
C21	45.66'	43.00'	60°50'32"	25.23'	43.53'	N 9°46'57" E
C22	18.62'	237.00'	4°30'08"	11.32'	18.62'	N 13°24'39" E
C23	43.65'	237.00'	10°33'44"	21.90'	43.78'	S 17°10'50" E
C24	83.46'	129.00'	74°15'21"	30.47'	80.59'	N 11°59'36" W

LEGEND:

B = 10'x40' 3/4" BTH. SET & 4" MARKED "PRM LB 6378"
■ = 4x4 CONCRETE MONUMENT FOUND
▲ = PK NAIL SET
○ = 5/8" IRON ROD & CAP MARKED "PRM LB 6378" SET
(M) = MEASURED
(P) = PLAT
(C) = CALCULATED
(MEASURED BEARING)
(PLAT BEARING)
(CALCULATED BEARING)
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
P.U.E. = PUBLIC UTILITY EASEMENT
F.F.E. = MINIMUM FLOOR ELEVATION
R/W = RIGHT OF WAY LINE
SQ. FT. = SQUARE FEET
AVG. = AVERAGE

LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB 6029

PLAT BOOK __ ,PAGE __
SHEET ONE OF TWO

GRAPHIC SCALE
0 50 100 200

LEGAL DESCRIPTION: (UNIT IV, PHASE VIII — BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 89°57'31" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1322.07 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4; THENCE NORTH 00°14'49" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4, A DISTANCE OF 1318.70 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32; THENCE NORTH 89°57'31" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32; THENCE SOUTH 00°14'49" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1318.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 89°57'31" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1322.07 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4; THENCE NORTH 00°14'49" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID NORTHEAST 1/4, A DISTANCE OF 1318.70 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32; THENCE NORTH 89°57'31" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32, A DISTANCE OF 1322.07 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 32; THENCE SOUTH 00°14'49" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1318.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 117.46 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON A VALUE OF N 00°14'49" W FOR THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32 AS DEPICTED BY THE SURVEY LINE MONUMENTATION SHOWN HEREON AND AS DESCRIBED IN THE LEGAL DESCRIPTION ABOVE. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NAD 83/11 (1990 ADJUSTMENT).
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
3. BUILDING SETBACKS FOR LOTS 501-550 ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   FRONT (GARAGE) ..... 20'
   FRONT (LIVING) ..... 15'
   SIDE (INTERIOR) ..... 5'
   SIDE (CORNER) ..... 15'
   REAR ..... 10'
   NOTE: THE FRONT BUILDING SETBACK SHALL BE 10' FOR THE BUILDING FACING AND 20' FOR ANY GARAGE DOOR FACING A ROAD.
   BUILDING SETBACKS FOR LOTS 461-500 ARE AS FOLLOWS:
   FRONT (GARAGE) ..... 20'
   FRONT (LIVING) ..... 15'
   SIDE ..... 5'
   REAR ..... 10'
4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   SIDE ..... 5'
   REAR ..... 5'
5. ALL LOT CORNERS ARE PERMANENT CONTROL POINTS (PCP'S) UNLESS OTHERWISE NOTED. SEE SHEET 2 FOR DETAILS.
6. DESIGNATED SHOWN HEREON ARE ZONED (R) MEANING THAT ALL LOTS WITHIN (R) ON THE PLAT OF INTENDED TO OFFER DEVELOPMENT RIGHTS AS REGARDED IN PLAT BOOK "A", PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. ALL PLANTED UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF GAINESVILLE, FLORIDA, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICES AND FACILITIES AS DEEMED NECESSARY BY THE UTILITY DIRECTOR OF THE CITY OF GAINESVILLE, FLORIDA, AND ANY OTHER AUTHORIZED UTILITY PROVIDER AUTHORIZED BY THE CITY OF GAINESVILLE, FLORIDA. NO BUILDING OR OTHER STRUCTURE SHALL BE PLACED UPON ANY SUCH EASEMENT WITHOUT THE WRITTEN CONSENT OF THE UTILITY DIRECTOR OF THE CITY OF GAINESVILLE, FLORIDA, OR HIS DESIGNEE. THE UTILITY SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ITS FACILITIES WITHIN THE EASEMENT AND SHALL BE LIABLE FOR ONLY THAT DAMAGE CAUSED BY ITS NEGLIGENCE IN PERFORMING SUCH MAINTENANCE. THE UTILITY SHALL NOT BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF LANDSCAPING, IRRIGATION, PAVEMENT, OR OTHER IMPROVEMENTS WITHIN THE EASEMENT THAT ARE DAMAGED OR REMOVED DURING THE COURSE OF SUCH MAINTENANCE. THE UTILITY SHALL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ANY DAMAGED PAVEMENT WITHIN THE EASEMENT.
8. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A DRAINAGE EASEMENT.
9. CONSTRUCTION OF ALL FINANCIAL AND DESIGN ASSURANCE STRUCTURES IS PROHIBITED WITHIN THE CANOPY PROTECTION EASEMENT AS DEPICTED ON SHEET 2 OF THIS PLAT. ANY ACTIVITY WITHIN THE CANOPY PROTECTION EASEMENT SHALL BE APPROVED BY THE CITY OF GAINESVILLE.
10. PRIOR TO OBTAINING A BUILDING PERMIT FOR LOTS 501 AND THROUGH 512, AND THROUGH 547 AND THROUGH 550, AND TOWNHOUSE TYPE UNITS, THE OWNER SHALL BE REQUIRED TO RECEIVE FINAL ACCEPTANCE OF THE WATER AND WASTEWATER SYSTEMS.

NOTICE:

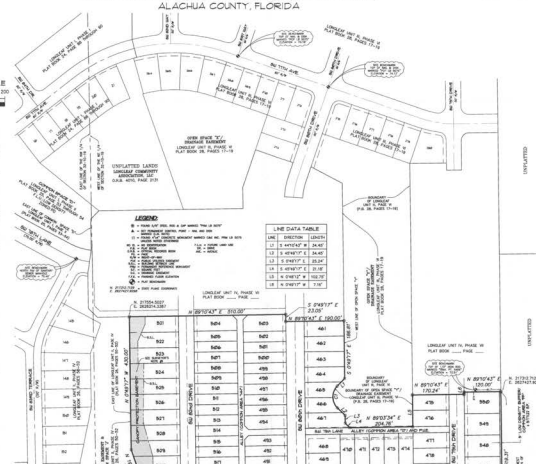
THERE ARE NO PURCHASES OR PO WATER LINES, OR SEWER SYSTEMS, BEING MADE BY THE CITY OF GAINESVILLE IN THE PLATTED AREA, AND THERE IS NO GUARANTEE THAT WATER AND SEWER SERVICE WILL BE AVAILABLE UNTIL CONSTRUCTION OF WATER AND SEWER LINES IS COMPLETED AND ACCEPTED BY THE CITY OF GAINESVILLE, FLORIDA.

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT DEPICTS LONGLEAF UNIT IV, PHASE VIII, A PLANNED DEVELOPMENT AS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT SAID SURVEY AND PLAT COMPLY WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177 PART 1, FLORIDA STATUTES.

DATE _____

STACY A. HALL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER ____ 5784 ____
CAUSSEAUX, HEWETT, & WALPOLE, INC.
6011 NW 1ST PLACE — GAINESVILLE, FL 32607
LICENSED BUSINESS NO. 6029


LONGLEAF UNIT IV, PHASE VIII
117.46 ACRES
LONGLEAF UNIT IV, PHASE VII
PLAT BOOK 24, PAGES 51-55
LONGLEAF UNIT IV, PHASE VI
PLAT BOOK 24, PAGES 46-50
LONGLEAF UNIT IV, PHASE V
PLAT BOOK 24, PAGES 41-45
LONGLEAF UNIT IV, PHASE III
PLAT BOOK 24, PAGES 31-35
LONGLEAF UNIT IV, PHASE II
PLAT BOOK 24, PAGES 26-30
LONGLEAF UNIT IV, PHASE I
PLAT BOOK 24, PAGES 21-25
LONGLEAF UNIT IV, PHASE IX
PLAT BOOK 24, PAGES 56-60
LONGLEAF UNIT IV, PHASE X
PLAT BOOK 24, PAGES 61-65
LONGLEAF UNIT IV, PHASE XI
PLAT BOOK 24, PAGES 66-70
LONGLEAF UNIT IV, PHASE XII
PLAT BOOK 24, PAGES 71-75
LONGLEAF UNIT IV, PHASE XIII
PLAT BOOK 24, PAGES 76-80
LONGLEAF UNIT IV, PHASE XIV
PLAT BOOK 24, PAGES 81-85
LONGLEAF UNIT IV, PHASE XV
PLAT BOOK 24, PAGES 86-90
LONGLEAF UNIT IV, PHASE XVI
PLAT BOOK 24, PAGES 91-95
LONGLEAF UNIT IV, PHASE XVII
PLAT BOOK 24, PAGES 96-100
LONGLEAF UNIT IV, PHASE XVIII
PLAT BOOK 24, PAGES 101-105
LONGLEAF UNIT IV, PHASE XIX
PLAT BOOK 24, PAGES 106-110
LONGLEAF UNIT IV, PHASE XX
PLAT BOOK 24, PAGES 111-115
LONGLEAF UNIT IV, PHASE XXI
PLAT BOOK 24, PAGES 116-120
LONGLEAF UNIT IV, PHASE XXII
PLAT BOOK 24, PAGES 121-125
LONGLEAF UNIT IV, PHASE XXIII
PLAT BOOK 24, PAGES 126-130
LONGLEAF UNIT IV, PHASE XXIV
PLAT BOOK 24, PAGES 131-135
LONGLEAF UNIT IV, PHASE XXV
PLAT BOOK 24, PAGES 136-140
LONGLEAF UNIT IV, PHASE XXVI
PLAT BOOK 24, PAGES 141-145
LONGLEAF UNIT IV, PHASE XXVII
PLAT BOOK 24, PAGES 146-150
LONGLEAF UNIT IV, PHASE XXVIII
PLAT BOOK 24, PAGES 151-155
LONGLEAF UNIT IV, PHASE XXIX
PLAT BOOK 24, PAGES 156-160
LONGLEAF UNIT IV, PHASE XXX
PLAT BOOK 24, PAGES 161-165
LONGLEAF UNIT IV, PHASE XXXI
PLAT BOOK 24, PAGES 166-170
LONGLEAF UNIT IV, PHASE XXXII
PLAT BOOK 24, PAGES 171-175
LONGLEAF UNIT IV, PHASE XXXIII
PLAT BOOK 24, PAGES 176-180
LONGLEAF UNIT IV, PHASE XXXIV
PLAT BOOK 24, PAGES 181-185
LONGLEAF UNIT IV, PHASE XXXV
PLAT BOOK 24, PAGES 186-190
LONGLEAF UNIT IV, PHASE XXXVI
PLAT BOOK 24, PAGES 191-195
LONGLEAF UNIT IV, PHASE XXXVII
PLAT BOOK 24, PAGES 196-200
LONGLEAF UNIT IV, PHASE XXXVIII
PLAT BOOK 24, PAGES 201-205
LONGLEAF UNIT IV, PHASE XXXIX
PLAT BOOK 24, PAGES 206-210
LONGLEAF UNIT IV, PHASE XL
PLAT BOOK 24, PAGES 211-215
LONGLEAF UNIT IV, PHASE XLI
PLAT BOOK 24, PAGES 216-220
LONGLEAF UNIT IV, PHASE XLII
PLAT BOOK 24, PAGES 221-225
LONGLEAF UNIT IV, PHASE XLIII
PLAT BOOK 24, PAGES 226-230
LONGLEAF UNIT IV, PHASE XLIV
PLAT BOOK 24, PAGES 231-235
LONGLEAF UNIT IV, PHASE XLV
PLAT BOOK 24, PAGES 236-240
LONGLEAF UNIT IV, PHASE XLVI
PLAT BOOK 24, PAGES 241-245
LONGLEAF UNIT IV, PHASE XLVII
PLAT BOOK 24, PAGES 246-250
LONGLEAF UNIT IV, PHASE XLVIII
PLAT BOOK 24, PAGES 251-255
LONGLEAF UNIT IV, PHASE XLIX
PLAT BOOK 24, PAGES 256-260
LONGLEAF UNIT IV, PHASE L
PLAT BOOK 24, PAGES 261-265
LONGLEAF UNIT IV, PHASE LI
PLAT BOOK 24, PAGES 266-270
LONGLEAF UNIT IV, PHASE LII
PLAT BOOK 24, PAGES 271-275
LONGLEAF UNIT IV, PHASE LIII
PLAT BOOK 24, PAGES 276-280
LONGLEAF UNIT IV, PHASE LIV
PLAT BOOK 24, PAGES 281-285
LONGLEAF UNIT IV, PHASE LV
PLAT BOOK 24, PAGES 286-290
LONGLEAF UNIT IV, PHASE LVI
PLAT BOOK 24, PAGES 291-295
LONGLEAF UNIT IV, PHASE LVII
PLAT BOOK 24, PAGES 296-300
LONGLEAF UNIT IV, PHASE LVIII
PLAT BOOK 24, PAGES 301-305
LONGLEAF UNIT IV, PHASE LIX
PLAT BOOK 24, PAGES 306-310
LONGLEAF UNIT IV, PHASE LX
PLAT BOOK 24, PAGES 311-315
LONGLEAF UNIT IV, PHASE LXI
PLAT BOOK 24, PAGES 316-320
LONGLEAF UNIT IV, PHASE LXII
PLAT BOOK 24, PAGES 321-325
LONGLEAF UNIT IV, PHASE LXIII
PLAT BOOK 24, PAGES 326-330
LONGLEAF UNIT IV, PHASE LXIV
PLAT BOOK 24, PAGES 331-335
LONGLEAF UNIT IV, PHASE LXV
PLAT BOOK 24, PAGES 336-340
LONGLEAF UNIT IV, PHASE LXVI
PLAT BOOK 24, PAGES 341-345
LONGLEAF UNIT IV, PHASE LXVII
PLAT BOOK 24, PAGES 346-350
LONGLEAF UNIT IV, PHASE LXVIII
PLAT BOOK 24, PAGES 351-355
LONGLEAF UNIT IV, PHASE LXIX
PLAT BOOK 24, PAGES 356-360
LONGLEAF UNIT IV, PHASE LXX
PLAT BOOK 24, PAGES 361-365
LONGLEAF UNIT IV, PHASE LXXI
PLAT BOOK 24, PAGES 366-370
LONGLEAF UNIT IV, PHASE LXXII
PLAT BOOK 24, PAGES 371-375
LONGLEAF UNIT IV, PHASE LXXIII
PLAT BOOK 24, PAGES 376-380
LONGLEAF UNIT IV, PHASE LXXIV
PLAT BOOK 24, PAGES 381-385
LONGLEAF UNIT IV, PHASE LXXV
PLAT BOOK 24, PAGES 386-390
LONGLEAF UNIT IV, PHASE LXXVI
PLAT BOOK 24, PAGES 391-395
LONGLEAF UNIT IV, PHASE LXXVII
PLAT BOOK 24, PAGES 396-400
LONGLEAF UNIT IV, PHASE LXXVIII
PLAT BOOK 24, PAGES 401-405
LONGLEAF UNIT IV, PHASE LXXIX
PLAT BOOK 24, PAGES 406-410
LONGLEAF UNIT IV, PHASE LXXX
PLAT BOOK 24, PAGES 411-415
LONGLEAF UNIT IV, PHASE LXXXI
PLAT BOOK 24, PAGES 416-420
LONGLEAF UNIT IV, PHASE LXXXII
PLAT BOOK 24, PAGES 421-425
LONGLEAF UNIT IV, PHASE LXXXIII
PLAT BOOK 24, PAGES 426-430
LONGLEAF UNIT IV, PHASE LXXXIV
PLAT BOOK 24, PAGES 431-435
LONGLEAF UNIT IV, PHASE LXXXV
PLAT BOOK 24, PAGES 436-440
LONGLEAF UNIT IV, PHASE LXXXVI
PLAT BOOK 24, PAGES 441-445
LONGLEAF UNIT IV, PHASE LXXXVII
PLAT BOOK 24, PAGES 446-450
LONGLEAF UNIT IV, PHASE LXXXVIII
PLAT BOOK 24, PAGES 451-455
LONGLEAF UNIT IV, PHASE LXXXIX
PLAT BOOK 24, PAGES 456-460
LONGLEAF UNIT IV, PHASE XC
PLAT BOOK 24, PAGES 461-465
LONGLEAF UNIT IV, PHASE XCI
PLAT BOOK 24, PAGES 466-470
LONGLEAF UNIT IV, PHASE XCII
PLAT BOOK 24, PAGES 471-475
LONGLEAF UNIT IV, PHASE XCIII
PLAT BOOK 24, PAGES 476-480
LONGLEAF UNIT IV, PHASE XCIV
PLAT BOOK 24, PAGES 481-485
LONGLEAF UNIT IV, PHASE XCV
PLAT BOOK 24, PAGES 486-490
LONGLEAF UNIT IV, PHASE XCVI
PLAT BOOK 24, PAGES 491-495
LONGLEAF UNIT IV, PHASE XCVII
PLAT BOOK 24, PAGES 496-500
LONGLEAF UNIT IV, PHASE XCVIII
PLAT BOOK 24, PAGES 501-505
LONGLEAF UNIT IV, PHASE XCIX
PLAT BOOK 24, PAGES 506-510
LONGLEAF UNIT IV, PHASE C
PLAT BOOK 24, PAGES 511-515
LONGLEAF UNIT IV, PHASE CI
PLAT BOOK 24, PAGES 516-520
LONGLEAF UNIT IV, PHASE CII
PLAT BOOK 24, PAGES 521-525
LONGLEAF UNIT IV, PHASE CIII
PLAT BOOK 24, PAGES 526-530
LONGLEAF UNIT IV, PHASE CIV
PLAT BOOK 24, PAGES 531-535
LONGLEAF UNIT IV, PHASE CV
PLAT BOOK 24, PAGES 536-540
LONGLEAF UNIT IV, PHASE CVI
PLAT BOOK 24, PAGES 541-545
LONGLEAF UNIT IV, PHASE CVII
PLAT BOOK 24, PAGES 546-550
LONGLEAF UNIT IV, PHASE CVIII
PLAT BOOK 24, PAGES 551-555
LONGLEAF UNIT IV, PHASE CIX
PLAT BOOK 24, PAGES 556-560
LONGLEAF UNIT IV, PHASE CX
PLAT BOOK 24, PAGES 561-565
LONGLEAF UNIT IV, PHASE CXI
PLAT BOOK 24, PAGES 566-570
LONGLEAF UNIT IV, PHASE CXII
PLAT BOOK 24, PAGES 571-575
LONGLEAF UNIT IV, PHASE CXIII
PLAT BOOK 24, PAGES 576-580
LONGLEAF UNIT IV, PHASE CXIV
PLAT BOOK 24, PAGES 581-585
LONGLEAF UNIT IV, PHASE CXV
PLAT BOOK 24, PAGES 586-590
LONGLEAF UNIT IV, PHASE CXVI
PLAT BOOK 24, PAGES 591-595
LONGLEAF UNIT IV, PHASE CXVII
PLAT BOOK 24, PAGES 596-600
LONGLEAF UNIT IV, PHASE CXVIII
PLAT BOOK 24, PAGES 601-605
LONGLEAF UNIT IV, PHASE CXIX
PLAT BOOK 24, PAGES 606-610
LONGLEAF UNIT IV, PHASE CXX
PLAT BOOK 24, PAGES 611-615
LONGLEAF UNIT IV, PHASE CXXI
PLAT BOOK 24, PAGES 616-620
LONGLEAF UNIT IV, PHASE CXXII
PLAT BOOK 24, PAGES 621-625
LONGLEAF UNIT IV, PHASE CXXIII
PLAT BOOK 24, PAGES 626-630
LONGLEAF UNIT IV, PHASE CXXIV
PLAT BOOK 24, PAGES 631-635
LONGLEAF UNIT IV, PHASE CXXV
PLAT BOOK 24, PAGES 636-640
LONGLEAF UNIT IV, PHASE CXXVI
PLAT BOOK 24, PAGES 641-645
LONGLEAF UNIT IV, PHASE CXXVII
PLAT BOOK 24, PAGES 646-650
LONGLEAF UNIT IV, PHASE CXXVIII
PLAT BOOK 24, PAGES 651-655
LONGLEAF UNIT IV, PHASE CXXIX
PLAT BOOK 24, PAGES 656-660
LONGLEAF UNIT IV, PHASE CXXX
PLAT BOOK 24, PAGES 661-665
LONGLEAF UNIT IV, PHASE CXXXI
PLAT BOOK 24, PAGES 666-670
LONGLEAF UNIT IV, PHASE CXXXII
PLAT BOOK 24, PAGES 671-675
LONGLEAF UNIT IV, PHASE CXXXIII
PLAT BOOK 24, PAGES 676-680
LONGLEAF UNIT IV, PHASE CXXXIV
PLAT BOOK 24, PAGES 681-685
LONGLEAF UNIT IV, PHASE CXXXV
PLAT BOOK 24, PAGES 686-690
LONGLEAF UNIT IV, PHASE CXXXVI
PLAT BOOK 24, PAGES 691-695
LONGLEAF UNIT IV, PHASE CXXXVII
PLAT BOOK 24, PAGES 696-700
LONGLEAF UNIT IV, PHASE CXXXVIII
PLAT BOOK 24, PAGES 701-705
LONGLEAF UNIT IV, PHASE CXXXIX
PLAT BOOK 24, PAGES 706-710
LONGLEAF UNIT IV, PHASE CXL
PLAT BOOK 24, PAGES 711-715
LONGLEAF UNIT IV, PHASE CXLI
PLAT BOOK 24, PAGES 716-720
LONGLEAF UNIT IV, PHASE CXLII
PLAT BOOK 24, PAGES 721-725
LONGLEAF UNIT IV, PHASE CXLIII
PLAT BOOK 24, PAGES 726-730
LONGLEAF UNIT IV, PHASE CXLIV
PLAT BOOK 24, PAGES 731-735
LONGLEAF UNIT IV, PHASE CXLV
PLAT BOOK 24, PAGES 736-740
LONGLEAF UNIT IV, PHASE CXLVI
PLAT BOOK 24, PAGES 741-745
LONGLEAF UNIT IV, PHASE CXLVII
PLAT BOOK 24, PAGES 746-750
LONGLEAF UNIT IV, PHASE CXLVIII
PLAT BOOK 24, PAGES 751-755
LONGLEAF UNIT IV, PHASE CXLIX
PLAT BOOK 24, PAGES 756-760
LONGLEAF UNIT IV, PHASE CL
PLAT BOOK 24, PAGES 761-765
LONGLEAF UNIT IV, PHASE CLI
PLAT BOOK 24, PAGES 766-770
LONGLEAF UNIT IV, PHASE CLII
PLAT BOOK 24, PAGES 771-775
LONGLEAF UNIT IV, PHASE CLIII
PLAT BOOK 24, PAGES 776-780
LONGLEAF UNIT IV, PHASE CLIV
PLAT BOOK 24, PAGES 781-785
LONGLEAF UNIT IV, PHASE CLV
PLAT BOOK 24, PAGES 786-790
LONGLEAF UNIT IV, PHASE CLVI
PLAT BOOK 24, PAGES 791-795
LONGLEAF UNIT IV, PHASE CLVII
PLAT BOOK 24, PAGES 796-800
LONGLEAF UNIT IV, PHASE CLVIII
PLAT BOOK 24, PAGES 801-805
LONGLEAF UNIT IV, PHASE CLIX
PLAT BOOK 24, PAGES 806-810
LONGLEAF UNIT IV, PHASE CLX
PLAT BOOK 24, PAGES 811-815
LONGLEAF UNIT IV, PHASE CLXI
PLAT BOOK 24, PAGES 816-820
LONGLEAF UNIT IV, PHASE CLXII
PLAT BOOK 24, PAGES 821-825
LONGLEAF UNIT IV, PHASE CLXIII
PLAT BOOK 24, PAGES 826-830
LONGLEAF UNIT IV, PHASE CLXIV
PLAT BOOK 24, PAGES 831-835
LONGLEAF UNIT IV, PHASE CLXV
PLAT BOOK 24, PAGES 836-840
LONGLEAF UNIT IV, PHASE CLXVI
PLAT BOOK 24, PAGES 841-845
LONGLEAF UNIT IV, PHASE CLXVII
PLAT BOOK 24, PAGES 846-850
LONGLEAF UNIT IV, PHASE CLXVIII
PLAT BOOK 24, PAGES 851-855
LONGLEAF UNIT IV, PHASE CLXIX
PLAT BOOK 24, PAGES 856-860
LONGLEAF UNIT IV, PHASE CLXX
PLAT BOOK 24, PAGES 861-865
LONGLEAF UNIT IV, PHASE CLXXI
PLAT BOOK 24, PAGES 866-870
LONGLEAF UNIT IV, PHASE CLXXII
PLAT BOOK 24, PAGES 871-875
LONGLEAF UNIT IV, PHASE CLXXIII
PLAT BOOK 24, PAGES 876-880
LONGLEAF UNIT IV, PHASE CLXXIV
PLAT BOOK 24, PAGES 881-885
LONGLEAF UNIT IV, PHASE CLXXV
PLAT BOOK 24, PAGES 886-890
LONGLEAF UNIT IV, PHASE CLXXVI
PLAT BOOK 24, PAGES 891-895
LONGLEAF UNIT IV, PHASE CLXXVII
PLAT BOOK 24, PAGES 896-900
LONGLEAF UNIT IV, PHASE CLXXVIII
PLAT BOOK 24, PAGES 901-905
LONGLEAF UNIT IV, PHASE CLXXIX
PLAT BOOK 24, PAGES 906-910
LONGLEAF UNIT IV, PHASE CLXXX
PLAT BOOK 24, PAGES 911-915
LONGLEAF UNIT IV, PHASE CLXXXI
PLAT BOOK 24, PAGES 916-920
LONGLEAF UNIT IV, PHASE CLXXXII
PLAT BOOK 24, PAGES 921-925
LONGLEAF UNIT IV, PHASE CLXXXIII
PLAT BOOK 24, PAGES 926-930
LONGLEAF UNIT IV, PHASE CLXXXIV
PLAT BOOK 24, PAGES 931-935
LONGLEAF UNIT IV, PHASE CLXXXV
PLAT BOOK 24, PAGES 936-940
LONGLEAF UNIT IV, PHASE CLXXXVI
PLAT BOOK 24, PAGES 941-945
LONGLEAF UNIT IV, PHASE CLXXXVII
PLAT BOOK 24, PAGES 946-950
LONGLEAF UNIT IV, PHASE CLXXXVIII
PLAT BOOK 24, PAGES 951-955
LONGLEAF UNIT IV, PHASE CLXXXIX
PLAT BOOK 24, PAGES 956-960
LONGLEAF UNIT IV, PHASE CXC
PLAT BOOK 24, PAGES 961-965
LONGLEAF UNIT IV, PHASE CXCI
PLAT BOOK 24, PAGES 966-970
LONGLEAF UNIT IV, PHASE CXCII
PLAT BOOK 24, PAGES 971-975
LONGLEAF UNIT IV, PHASE CXCIII
PLAT BOOK 24, PAGES 976-980
LONGLEAF UNIT IV, PHASE CXCIV
PLAT BOOK 24, PAGES 981-985
LONGLEAF UNIT IV, PHASE CXCV
PLAT BOOK 24, PAGES 986-990
LONGLEAF UNIT IV, PHASE CXCVI
PLAT BOOK 24, PAGES 991-995
LONGLEAF UNIT IV, PHASE CXCVII
PLAT BOOK 24, PAGES 996-1000
LONGLEAF UNIT IV, PHASE CXCVIII
PLAT BOOK 24, PAGES 1001-1005
LONGLEAF UNIT IV, PHASE CXCIX
PLAT BOOK 24, PAGES 1006-1010
LONGLEAF UNIT IV, PHASE CC
PLAT BOOK 24, PAGES 1011-1015
LONGLEAF UNIT IV, PHASE CCI
PLAT BOOK 24, PAGES 1016-1020
LONGLEAF UNIT IV, PHASE CCII
PLAT BOOK 24, PAGES 1021-1025
LONGLEAF UNIT IV, PHASE CCIII
PLAT BOOK 24, PAGES 1026-1030
LONGLEAF UNIT IV, PHASE CCIV
PLAT BOOK 24, PAGES 1031-1035
LONGLEAF UNIT IV, PHASE CCV
PLAT BOOK 24, PAGES 1036-1040
LONGLEAF UNIT IV, PHASE CCVI
PLAT BOOK 24, PAGES 1041-1045
LONGLEAF UNIT IV, PHASE CCVII
PLAT BOOK 24, PAGES 1046-1050
LONGLEAF UNIT IV, PHASE CCVIII
PLAT BOOK 24, PAGES 1051-1055
LONGLEAF UNIT IV, PHASE CCIX
PLAT BOOK 24, PAGES 1056-1060
LONGLEAF UNIT IV, PHASE CCX
PLAT BOOK 24, PAGES 1061-1065
LONGLEAF UNIT IV, PHASE CCXI
PLAT BOOK 24, PAGES 1066-1070
LONGLEAF UNIT IV, PHASE CCXII
PLAT BOOK 24, PAGES 1071-1075
LONGLEAF UNIT IV, PHASE CCXIII
PLAT BOOK 24, PAGES 1076-1080
LONGLEAF UNIT IV, PHASE CCXIV
PLAT BOOK 24, PAGES 1081-1085
LONGLEAF UNIT IV, PHASE CCXV
PLAT BOOK 24, PAGES 1086-1090
LONGLEAF UNIT IV, PHASE CCXVI
PLAT BOOK 24, PAGES 1091-1095
LONGLEAF UNIT IV, PHASE CCXVII
PLAT BOOK 24, PAGES 1096-1100
LONGLEAF UNIT IV, PHASE CCXVIII
PLAT BOOK 24, PAGES 1101-1105
LONGLEAF UNIT IV, PHASE CCXIX
PLAT BOOK 24, PAGES 1106-1110
LONGLEAF UNIT IV, PHASE CCXX
PLAT BOOK 24, PAGES 1111-1115
LONGLEAF UNIT IV, PHASE CCXXI
PLAT BOOK 24, PAGES 1116-1120
LONGLEAF UNIT IV, PHASE CCXXII
PLAT BOOK 24, PAGES 1121-1125
LONGLEAF UNIT IV, PHASE CCXXIII
PLAT BOOK 24, PAGES 1126-1130
LONGLEAF UNIT IV, PHASE CCXXIV
PLAT BOOK 24, PAGES 1131-1135
LONGLEAF UNIT IV, PHASE CCXXV
PLAT BOOK 24, PAGES 1136-1140
LONGLEAF UNIT IV, PHASE CCXXVI
PLAT BOOK 24, PAGES 1141-1145
LONGLEAF UNIT IV, PHASE CCXXVII
PLAT BOOK 24, PAGES 1146-1150
LONGLEAF UNIT IV, PHASE CCXXVIII
PLAT BOOK 24, PAGES 1151-1155
LONGLEAF UNIT IV, PHASE CCXXIX
PLAT BOOK 24, PAGES 1156-1160
LONGLEAF UNIT IV, PHASE CCXXX
PLAT BOOK 24, PAGES 1161-1165
LONGLEAF UNIT IV, PHASE CCXXXI
PLAT BOOK 24, PAGES 1166-1170
LONGLEAF UNIT IV, PHASE CCXXXII
PLAT BOOK 24, PAGES 1171-1175
LONGLEAF UNIT IV, PHASE CCXXXIII
PLAT BOOK 24, PAGES 1176-1180
LONGLEAF UNIT IV, PHASE CCXXXIV
PLAT BOOK 24, PAGES 1181-1185
LONGLEAF UNIT IV, PHASE CCXXXV
PLAT BOOK 24, PAGES 1186-1190
LONGLEAF UNIT IV, PHASE CCXXXVI
PLAT BOOK 24, PAGES 1191-1195
LONGLEAF UNIT IV, PHASE CCXXXVII
PLAT BOOK 24, PAGES 1196-1200
LONGLEAF UNIT IV, PHASE CCXXXVIII
PLAT BOOK 24, PAGES 1201-1205
LONGLEAF UNIT IV, PHASE CCXXXIX
PLAT BOOK 24, PAGES 1206-1210
LONGLEAF UNIT IV, PHASE CCXL
PLAT BOOK 24, PAGES 1211-1215
LONGLEAF UNIT IV, PHASE CCXLI
PLAT BOOK 24, PAGES 1216-1220
LONGLEAF UNIT IV, PHASE CCXLII
PLAT BOOK 24, PAGES 1221-1225
LONGLEAF UNIT IV, PHASE CCXLIII
PLAT BOOK 24, PAGES 1226-1230
LONGLEAF UNIT IV, PHASE CCXLIV
PLAT BOOK 24, PAGES 1231-1235
LONGLEAF UNIT IV, PHASE CCXLV
PLAT BOOK 24, PAGES 1236-1240
LONGLEAF UNIT IV, PHASE CCXLVI
PLAT BOOK 24, PAGES 1241-1245
LONGLEAF UNIT IV, PHASE CCXLVII
PLAT BOOK 24, PAGES 1246-1250
LONGLEAF UNIT IV, PHASE CCXLVIII
PLAT BOOK 24, PAGES 1251-1255
LONGLEAF UNIT IV, PHASE CCXLIX
PLAT BOOK 24, PAGES 1256-1260
LONGLEAF UNIT IV, PHASE CCL
PLAT BOOK 24, PAGES 1261-1265
LONGLEAF UNIT IV, PHASE CCLI
PLAT BOOK 24, PAGES 1266-1270
LONGLEAF UNIT IV, PHASE CCLII
PLAT BOOK 24, PAGES 1271-1275
LONGLEAF UNIT IV, PHASE CCLIII
PLAT BOOK 24, PAGES 1276-1280
LONGLEAF UNIT IV, PHASE CCLIV
PLAT BOOK 24, PAGES 1281-1285
LONGLEAF UNIT IV, PHASE CCLV
PLAT BOOK 24, PAGES 1286-1290
LONGLEAF UNIT IV, PHASE CCLVI
PLAT BOOK 24, PAGES 1291-1295
LONGLEAF UNIT IV, PHASE CCLVII
PLAT BOOK 24, PAGES 1296-1300
LONGLEAF UNIT IV, PHASE CCLVIII
PLAT BOOK 24, PAGES 1301-1305
LONGLEAF UNIT IV, PHASE CCLIX
PLAT BOOK 24, PAGES 1306-1310
LONGLEAF UNIT IV, PHASE CCLX
PLAT BOOK 24, PAGES 1311-1315
LONGLEAF UNIT IV, PHASE CCLXI
PLAT BOOK 24, PAGES 1316-1320
LONGLEAF UNIT IV, PHASE CCLXII

LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1976 • Fax: (352) 331-2476
www.chw-inc.com
LB#0000670

PLAT BOOK ___, PAGE ___
SHEET TWO OF TWO

LEGEND:

- ● - FOUND 5/8" IRON ROD, NO. 4 OR LARGER, THIS LB 6670"
- ▲ - NO MONUMENT EXISTING, POINT = NAIL AND DISC
- ○ - SET 5/8" IRON ROD
- ⊙ - FOUND PERMANENT CONTROL POINT - NAIL AND DISC
- ⊕ - FOUND 4"x4" CONCRETE MONUMENT MARKED LB# 6670
- ⊗ - FOUND 4"x4" CONCRETE MONUMENT MARKED LB# 6670, PRM LB 6670
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.C.P. - PERMANENT CONTROL POINT
- L.A.E. - LIMITED ACCESS EASEMENT
- D.E. - DRAINAGE EASEMENT
- U.E. - UTILITY EASEMENT
- C.E. - CONSERVATION EASEMENT
- R/W - RIGHT-OF-WAY
- P.U.E. - PUBLIC UTILITY EASEMENT

SURVEYOR'S NOTES:

1. BEARINGS ARE COORDINATES BASING GRIDS AS AND BASED ON A VALUE OF N 89°03'43" E FOR THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, AS SHOWN ON THE SUBDIVISION OF LAND, LONGLEAF PROJECT DESIGNS, DWG. DES. DRAWN FROM A PRIOR SURVEY BY CHW, AND ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO. THE BASIS OF BEARINGS IS GEODETIC, BUT THAT OF THE PUBLISHED COORDINATES.
2. THE ZONING OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1:10,000.
3. BUILDING SETBACKS FOR LOTS 501-539 ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   - FRONT (GARAGE) = 20'
   - FRONT (HOUSE) = 15'
   - SIDE = 5'
   - SIDE (CORNER) = 15'
   - REAR = 10'

   NOTE: THE FRONT BUILDING SETBACK SHALL BE 15' FOR THE BUILDING FACADE AND 20' FOR THE GARAGE FACADE WHERE A FRONT LOAD GARAGE IS PROVIDED.

   BUILDING SETBACKS FOR LOTS 401-430 ARE AS FOLLOWS:
   - FRONT = 20'
   - SIDE = 5'
   - SIDE (CORNER) = 15'
   - REAR = 10'
4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   - SIDE (CORNER) = 5'
   - REAR = 5'
5. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER EASEMENT.
6. CONSTRUCTION OF ALL PERMANENT AND CERTAIN ACCESSORY STRUCTURES IS PROHIBITED WITHIN DRAINAGE EASEMENTS. SEE SECTION 30-260 OF THE ALACHUA COUNTY LAND DEVELOPMENT CODE FOR THE COMPLETE LISTING OF PROHIBITED STRUCTURES.
7. PRIOR TO OBTAINING A BUILDING PERMIT FOR LOTS 539 THROUGH 572, AND THROUGH 601 THROUGH 630 INCL. ADDITIONAL SOIL TESTS WILL BE REQUIRED TO DETERMINE SOILS CLASSIFICATION.

SEE SHEET 1 OF 2 FOR ADDITIONAL SURVEYOR'S NOTES AND CERTIFICATIONS

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	78.54	50.00'	90°00'00"	50.00'	70.71'	S 47°03'17" E
C2	117.81'	75.00'	90°00'00"	75.00'	106.07'	S 47°03'17" E
C3	117.81'	75.00'	89°59'51"	74.99'	106.06'	S 44°57'08" E
C4	69.65'	100.00'	39°54'25"	36.32'	68.27'	S 19°54'56" E
C5	59.66'	100.00'	34°10'46"	30.76'	58.80'	S 39°58'38" E
C7	30.65'	100.00'	17°33'39"	15.42'	30.53'	S 83°04'24" E
C8	151.28'	100.00'	86°40'56"	100.21'	141.57'	S 45°23'31" E
C9	39.52'	25.00'	90°33'56"	25.07'	35.54'	N 45°43'42" E
C10	39.22'	25.00'	89°53'21"	24.95'	35.32'	S 44°57'08" E
C11	39.32'	25.00'	90°07'08"	25.05'	35.39'	S 45°16'51" E
C12	39.32'	25.00'	90°07'08"	25.05'	35.39'	S 44°50'17" W
C13	78.44'	50.00'	89°53'21"	49.95'	70.64'	N 44°57'08" E
C14	62.83'	100.00'	35°59'41"	32.37'	61.82'	N 71°06'21" E
C15	39.57'	100.00'	24°07'41"	20.70'	58.68'	N 39°59'21" E
C16	24.76'	100.00'	14°10'51"	17.56'	24.58'	N 9°08'08" E
C17	156.87'	100.00'	89°52'52"	99.78'	141.27'	N 44°57'08" E
C18	78.54'	50.00'	90°00'00"	50.00'	70.71'	N 45°03'17" W
C19	40.29'	50.00'	46°10'17"	21.38'	39.17'	S 21°57'51" W
C20	36.25'	50.00'	41°32'42"	20.14'	37.36'	S 23°52'56" E
C21	11.85'	225.00'	3°01'13"	7.40'	11.84'	N 85°13'51" E
C22	124.10'	225.00'	31°36'18"	64.03'	122.57'	N 67°01'47" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L7	S 45°43'42" W	34.40'
L2	S 45°43'17" E	34.40'
L3	S 0°43'17" E	25.24'
L4	S 45°43'17" E	20.14'
L5	N 0°43'17" W	103.15'
L6	N 0°43'17" W	1.16'

GRAPHIC SCALE
0 25 50 100

UNPLATTED LANDS

LONGLEAF UNIT IV, PHASE VII PLAT BOOK ___ PAGE ___
LONGLEAF UNIT IV, PHASE VI PLAT BOOK 25, PAGES 11-19
LONGLEAF UNIT IV, PHASE III PLAT BOOK 25, PAGES 1-10
CYPRESS CREEK DRIVE (150' R/W)
SW 80TH LANE (50' R/W)
SW 80TH LANE (150' R/W)
ALLEY (COMMON AREA) 20' R/W
N 89°03'43" E 1320.00'
N 89°03'43" E 1980.00'
N 89°03'43" E 510.00'
S 0°43'17" E 23.00'
N 0°43'17" W 1982.87'
N 0°43'17" W 1982.87'
N 0°43'17" W 1.16'
N 89°03'43" E 1320.00'
N 89°03'43" E 1752.24'
N 89°03'43" E 204.76'
N 89°03'34" E 279.84'
N 89°03'34" E 430.16'
S 89°03'34" W 1082.81'
S 0°43'17" E 1982.87'
S 0°43'17" E 1982.87'
S 0°43'17" E 1982.87

Alachua County Board of County Commissioners

Plat Item Report **Meeting Date: April 12, 2011 - Summary Item**

Review of Plat: **Longleaf Planned Development (PD)**
Unit IV, Phases VII & VIII

Development Review Committee Recommendation: Final Approval of Plat

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Plat Description: Section 29 & 32-T10S-R19E - Located on Tax Parcel Number 07098-000-000 in the 8000 Block of SW Archer Road – Causseaux, Hewett & Walpole - Agent.

Platted Lots: 157 **Parcel Size:** 30.18 acres

Future Land Use Designation: Low Density Residential (one to four units per acre)

Zoning: "PD" (Planned Development)

Issues:
The Longleaf Planned Development (PD) was approved by the Board of County Commissioners (BOCC) on 11/26/02 for a total of 550 residential units and up to 30,000 sq ft of nonresidential floor area at buildout. A total of 393 residential units and an Amenity Center have been approved to date. This application Unit IV, Phase VII & Phase VIII of the development consists of 157 single family dwelling units, associated drainage, and roadways. On March 17, 2011 by consensus, the DRC approved the final development plan and found the proposed plat to be consistent with all relevant sections of the Comprehensive Plan and the Unified Land Development Code.

Specific sections evaluated include:

Comprehensive Plan Sections
The subject property is located within the Low Density Residential Land Use category which allows 1-4 du's/acre. The proposed density for this phase of the PD is 5.2 du's/acre. The Longleaf PD has an overall density of 3.39 du's/ac and was found by the BOCC to be consistent with the Comprehensive Plan.

Unified Land Development Code Sections
The proposed single family residential use proposed in Phases VII and VIII are consistent with the land use categories identified on the PD zoning master plan. The lots proposed for this phase are consistent with the minimum lot sizes allowed for the Neighborhood Edge, Neighborhood General and Hamlet land use categories. The PD zoning master plan allows the lots sizes to be increased in all land uses. The proposed final development plan is consistent with the approved PD Zoning Master Plan as well as all PD conditions approved by the Board of County Commissioners.

The plat document meets the minimum requirements set forth in Chapter 402 Article 12 of the Unified Land Development Code of Alachua County.

Chapter 410, Article 3, (Defined Terms) defines a Plat as a map, prepared in accordance with F.S. ch. 177, on which the developer's plan for a subdivision is prepared and submitted for approval with the intention of recording it in final form.

Chapter 402, Article 12, (Platting) sets forth the application requirements and review process for plat approval and provides an appeal process for decisions on plats.

Sections 407.83 and 407.85 include specific criteria for plats. The requirements are technical, relating to the preparation of the final document and the placement of monuments on the site. The provisions of this section follow from the statute (F.S. 177, Part I) requirements for plats.

The plat document meets the minimum requirements set forth in Chapter 177 of Florida State Statutes and Chapters 402, 403, 407, and 410 of the Unified Land Development Code of Alachua County. These requirements are consistent with the language contained within the current Comprehensive Plan of Alachua County.

Conclusions
In addition to the above references polices and code provisions, staff has evaluated all other relevant sections and found the subject development plan and plat consistent with the Comprehensive Plan and Unified Land Development Code. (See attached staff report for additional comments).

Attached: DRC staff report.

Alachua County
Development Review Committee
Staff Report

Project Number: 2010020103_F

Revised Final Development Plan and Plat for Longleaf Unit IV, Phases VII & VIII

SUBJECT: Longleaf Planned Development (PD), Unit IV, Phases VII and VIII

DESCRIPTION: 157 single family detached residential units

AGENT/APPLICANT: CHW, Inc

PROPERTY OWNER: Longleaf, LLC

PROPERTY DESCRIPTION:

Location: 8000 Block of SW Archer Road
Parcel Numbers: 07098-000-000
Section/Township/Range: 29 & 32-10S-19E
Land Use: Low Density Residential
Zoning: PD
Acreage: 30.18 Acres

CHRONOLOGY:

Zoning ZOM-10-02: Approved	11/26/2002
Preliminary Development Plan Approved:	6/17/2010
Application Submitted:	8/30/2010
Insufficiency Report Issued:	9/28/2010
Application Resubmitted:	11/15/2010
Insufficiency Report Issued:	12/06/2010
Application Resubmitted:	12/13/2010
Sufficiency Determination:	2/02/2011
Final Development Plan Approval:	2/17/2011
Revised Final Development Plan Hearing:	3/17/2011

RELATED ZONING REQUESTS: **ZOM-10-02** – Approved

Alachua County
Development Review Committee
Staff Report

STAFF RECOMMENDATION: **Approval of the Revised Final Development Plan, Issuance of a Final CLSC and recommend the DRC recommend approval of the Plat to the BoCC.**

DRC ACTION: **Approved the Revised Final Development Plan including the amended declaration of covenants, conditions and restrictions for Unit IV, Phases VII and VIII; also including the acceptance that condition number 2 relevant to language on the plat has been accepted; Issuance of a Final CLSC and recommend approval of the Plat to the BoCC.**

DESCRIPTION OF PROPOSED PLAN:

The Longleaf Planned Development (PD) was approved by the Board of County Commissioners (BOCC) on 11/26/02 allowing for up to a total of 550 residential units and up to 30,000 sq ft of nonresidential floor area at buildout. A total of 393 residential units and an Amenity Center have been approved to date. This application Unit IV, Phase VII and VIII of the development consists of 157 single family residential dwelling units, associated drainage, and roadways.

UPDATE:

At the February 17, 2011 DRC hearing, the Final Development Plan and Plat for Longleaf PD, Unit IV, Phases VII and VIII was approved with the following conditions:

1. The applicant shall amend the deeds and covenants (Home Owners Association Documents) to include the lot numbers to which the "tree canopy easement" applies to and reference the book and page number of the recorded "tree canopy easement."

2. Amend the surveyors notes language provided on each of the plat pages to include the Official Public Record Book and Page numbers for the "tree canopy easement" recorded as well as replacing the word "some" with "certain" wherein describing prohibited accessory structures as provided by the Assistant County Attorney during the DRC hearing.

Since that time the applicant's surveyor and attorney have indicated some changes required in the conditions could not be provided.

The first condition was intended to provide additional notice and protection of the proposed tree canopy protection easement on lots. The applicant does not agree to this condition as they feel the HOA documents would not be the appropriate place to provide notice. They propose instead to add the lot numbers of each lot containing the easement, with the recorded easement document. The applicant proposes that the lot numbers by reference with the plat OR Book and Page will provide sufficient detail that the tree protection easement will appear on all title opinions for lots sold initially an in the future. As such the applicant feels that adequate notice is provided to the lot owners and the addition to the HOA documents does not afford any additional level of protection. Please see the letter provided by Robert Walpole, agent. Staff is of the opinion that inclusion of the language in the HOA documents does not provide lot owners additional notice.

The second condition requests that the plat pages include the OR Book and Page number for the recorded easement. Stacy Hall, the applicant's surveyor has indicated the reference to the ORB would necessitate the easement document be recorded prior to the plat mylar of the subdivision. This would in turn negate the ability to describe the location within the easement document of the areas subject to the easements by reference to the lots within the subdivision. Technically the lots would not exist yet. The recording of the easement document prior to the plat would necessitate the preparation of separate metes and bounds descriptions for each area to be encumbered by the canopy protection easement. Although certainly possible this procedure is not only time consuming and costly but it also does not allow for a reference to the lots being encumbered within the easement document. Staff is of the opinion that the revision to the Surveyor's Note 9 provided by Mr. Hall would be sufficient to meet the intent of the previously approved condition. The applicant's proposed language is as follows:

"Construction of all principal and certain accessory structures is prohibited within the areas designated as "Canopy Protection Easement" shown hereon, as provided in the Easement recorded in the public records of Alachua County, Florida."

CONSISTENCY ANALYSIS:

Following is an analysis of the consistency of the proposed plan with the applicable policies of the Comprehensive Plan and Land Development Regulations.

Alachua County
Development Review Committee
Staff Report

COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT

The subject property is located within the Low Density Residential Land Use category which allows 1-4 du's/acre. The proposed density for this phase of the PD is 5.2 du's/acre. The Longleaf PD has an overall density of 3.39 du's/ac and was found by the BOCC to be consistent with the Comprehensive Plan.

UNIFIED LAND DEVELOPMENT CODE:

ZONING DISTRICT AND USE REGULATIONS

The proposed single family residential use proposed in Phases VII and VIII are consistent with the land use categories identified on the PD zoning master plan. The lots proposed for this phase are consistent with the minimum lot sizes allowed for the Neighborhood Edge, Neighborhood General and Hamlet land use categories. The PD zoning master plan allows the lots sizes to be increased in all land uses. The proposed final development plan is consistent with the approved PD Zoning Master Plan as well as all PD conditions approved by the Board of County Commissioners.

NATURAL AND HISTORIC RESOURCES PROTECTION

Tree Protection

A minimum of 20 percent tree canopy shown on the most recent aerials is required to be retained for all development plans and subdivision plats [406.12 (a.)(3)]. The final development plan complies with this requirement by demonstrating canopy retained in phases I-VI of the Longleaf PD, as 7.31 acres (16.7%) and providing 1.5 acres (3.4%) within Phases VII and VIII. The trees to be protected with the proposed final development plan for Phases VII and VIII are located on the rear of lots and are shown to be protected by means of an easement on the plat.

Gopher Tortoises

Based on EPD staff's site visit on June 3rd, 2010, a scattered gopher tortoise population exists in this phase. The applicant was granted an incidental take permit for the entire subdivision in January 2007, which is still valid. However, EPD encourages the applicant to contact FWC to explore opportunities to relocate any tortoises present rather than entombing them. Voluntary relocation is discussed in the Gopher Tortoise Incidental Take Permit Interim Policy (page 1, section B), which can be found at http://www.myfwc.com/docs/LicensesPermits/PW_GTIT_Interim_Policy.pdf or contact Deborah Burr, FWC Gopher Tortoise Plan Coordinator,(Deborah.Burr@MyFWC.com) for additional guidance. Please notify EPD staff of the applicant's intentions.

GENERAL DEVELOPMENT STANDARDS

Landscaping

The appropriate 5' wide Ag zoning buffer has been shown along the eastern and southern property boundary with required landscaping outlined in Table 407.43.2. A detailed landscape plan consistent with the requirements set forth in Article 4, Chapter 407 for *Landscaping* has been provided.

No final certificate of occupancy shall be issued until the County has granted final approval and acceptance of the installed landscape as well as the protection of existing native vegetation. Final approval shall include as-built landscape plan certification from a registered landscape architect certifying that the landscaping is installed and functioning as intended, that prohibited and discouraged non-native vegetation listed in Table 406.16.2 has been removed, and that all of the provisions of this Chapter have been met. The land owner shall submit a Certificate of Compliance, in a form acceptable by the Director, to the County as a condition of issuance of a Certificate of Occupancy.

Open Space

The Longleaf PD is 162.27 acres and is therefore required to contain 32.45 acres of open space in order to comply with the PD Zoning Master Plan and ULDC Chapter 407 Article 5. A total of 36.14 acres of open space was approved with the previous phases of Longleaf PD. The proposed final development plan does not provide any additional open space as the 36.14 acres (28.3%) provided in Phases I-VI comply with the

minimum requirements of Article 5, Chapter 407 for *Open Space*.

Street Network Standards

Final street types are appropriate for their location and traffic load. The approved PD zoning master plan demonstrates Type "B", Option 4 cross-section for the main north-south roadway in this phase. This cross-section includes the provision of parallel parking on both sides of the street. Note #3 under the street standards of the approved PD Master Plan states that, "it is the intent of this master plan is to allow flexibility of street design during development plan review to make adjustments." The land uses approved in the PD in the vicinity of this road section would have allowed live-work units and retail space that would have required onstreet parking on both sides of the street. Due to the fact that the applicant is not choosing to take advantage of the more intense retail uses and is building out the project with single-family homes only, the applicant proposed a cross-section more consistent with the Type "B" option 2 cross-section with bulb outs and delineated parallel parking on one side. The proposed street cross section is consistent with the approved PD and provides necessary traffic calming and opportunities for sufficient onstreet parking while not providing unnecessary impervious surface.

Concurrency Management

Roads:

The Longleaf PD received a Preliminary Certificate of Level of Service Compliance (CLSC) for Roads in November 2002. A Final CLSC is based on the phasing time frames set forth by the PD. The phasing schedule is as follows:

November 2007	200 residential units
November 2010	400 residential units
November 2012	550 residential units

This phase is included within this CLSC for Roads only and will be valid through November 2012 in accordance with ULDC 407.121.

Schools:

This application for a determination of adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed by the School Board of Alachua County (designated staff representative). The following determinations have been made:

Alachua County
Development Review Committee
Staff Report

☒ The application is **approved** based upon the following findings:

Elementary: Capacity Required 25
School Concurrency Service Area (SCSA): West Urban
☒ Capacity available Available Capacity 55

Middle: Capacity Required 13
School Concurrency Service Area (SCSA): Kanapaha
☒ Capacity available Available Capacity 219

High: Capacity Required 18
School Concurrency Service Area (SCSA): Buchholz
☒ Capacity available in three years Available Capacity 120

A Final CLSC for all public facilities will be issued upon Final Development Plan Approval and will be valid for one year. Provided that construction has commenced within the allowable period, the project shall have reserved capacity for a period of no more than two years from commencement of construction.

Stormwater Management

Stormwater management areas were constructed as part of previous phases in Longleaf PD. No additional stormwater management areas are proposed with Phases VII and VII.

Water and Wastewater Services

The proposed development is within the Urban Cluster and will connect to central water and sewer services. Central services will be provided by Gainesville Regional Utilities.

Plat Requirements

The plat document meets the minimum requirements set forth in Chapter 177 of Florida State Statutes and Chapter 402 Article 12 of the Unified Land Development Code of Alachua County.

DEVELOPMENT PLAN EXPIRATION:

Alachua County
Development Review Committee
Staff Report

An approved final development plan or phase of a development plan shall expire unless a construction, building or other required permit has been issued within 12 months of the date of final approval. Applications for extension of time limit may be processed pursuant to Article 6 of Chapter 402 of the ULDC.

STAFF RECOMMENDATION:

Staff recommends approval of the Revised Final Development Plan, Issuance of a Final CLSC, and recommend the DRC recommend approval of the Plat to the BoCC for Longleaf PD Phases VII and VIII, project number **2010020103_F.**

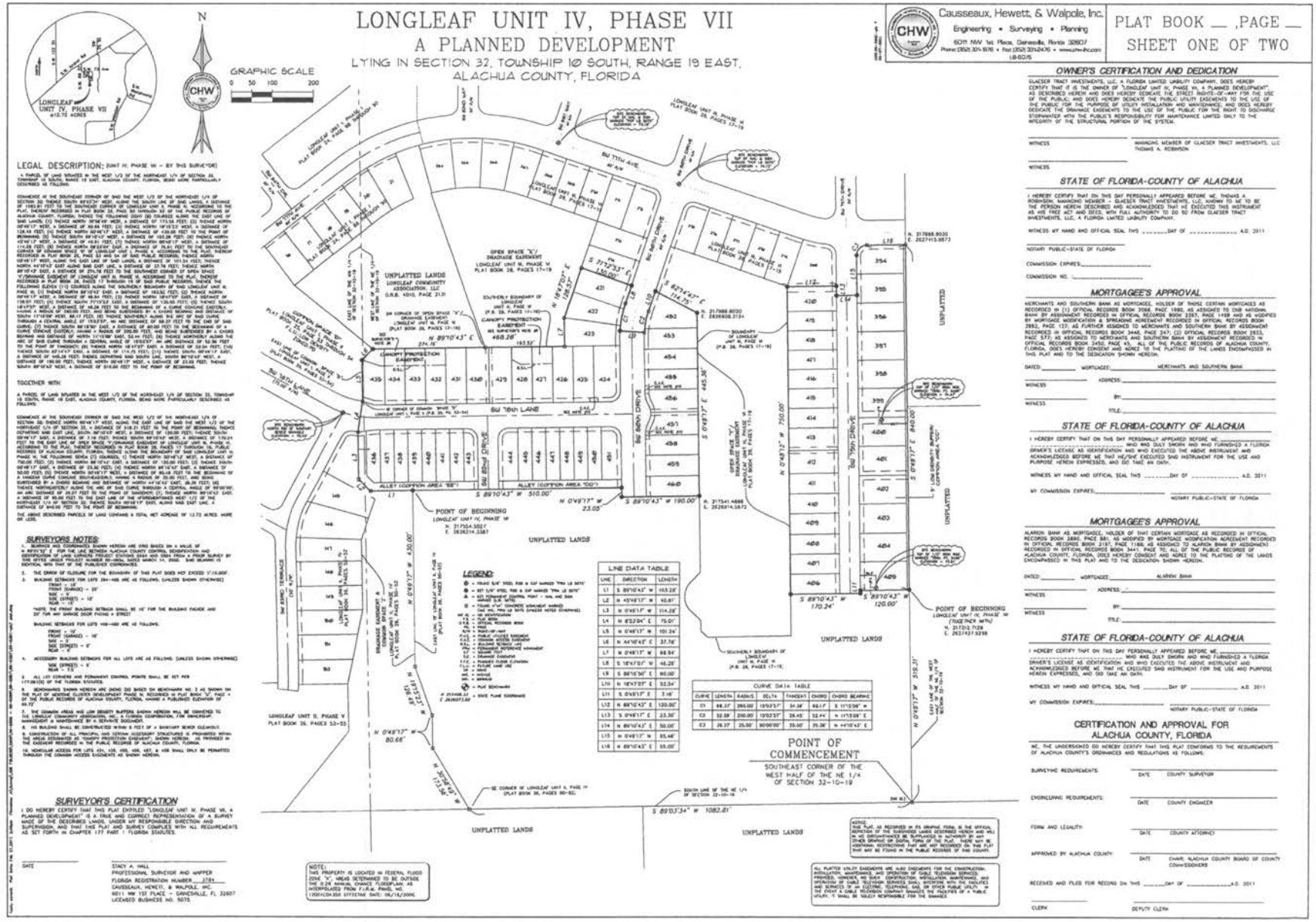
LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone: (352) 331-1976 • Fax: (352) 331-2476 • www.chw-inc.com
LB 6015

PLAT BOOK __ ,PAGE __
SHEET ONE OF TWO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GRAPHIC SCALE
0 50 100 200
LONGLEAF UNIT IV, PHASE VII
±12.72 ACRES
UNPLATTED LANDS
LONGLEAF COMMUNITY ASSOCIATION, LLC
O.R.B. 4010, PAGE 2131
OPEN SPACE 'X' / DRAINAGE EASEMENT
LONGLEAF UNIT III, PHASE VI
PLAT BOOK 28, PAGES 17-19
SW 76TH DRIVE
SW 76TH TERRACE
SW 76TH LANE
SW 76TH AVENUE
SW 76TH PLACE
SW 76TH PATH
SW 76TH WAY
SW 76TH DRIVE
SW 76TH TRAIL
SW 76TH CIRCLE
SW 76TH COURT
SW 76TH LOOP
SW 76TH PASS
SW 76TH ROAD
SW 76TH STREET
SW 76TH TERRACE
SW 76TH WAY
SW 76TH DRIV

LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

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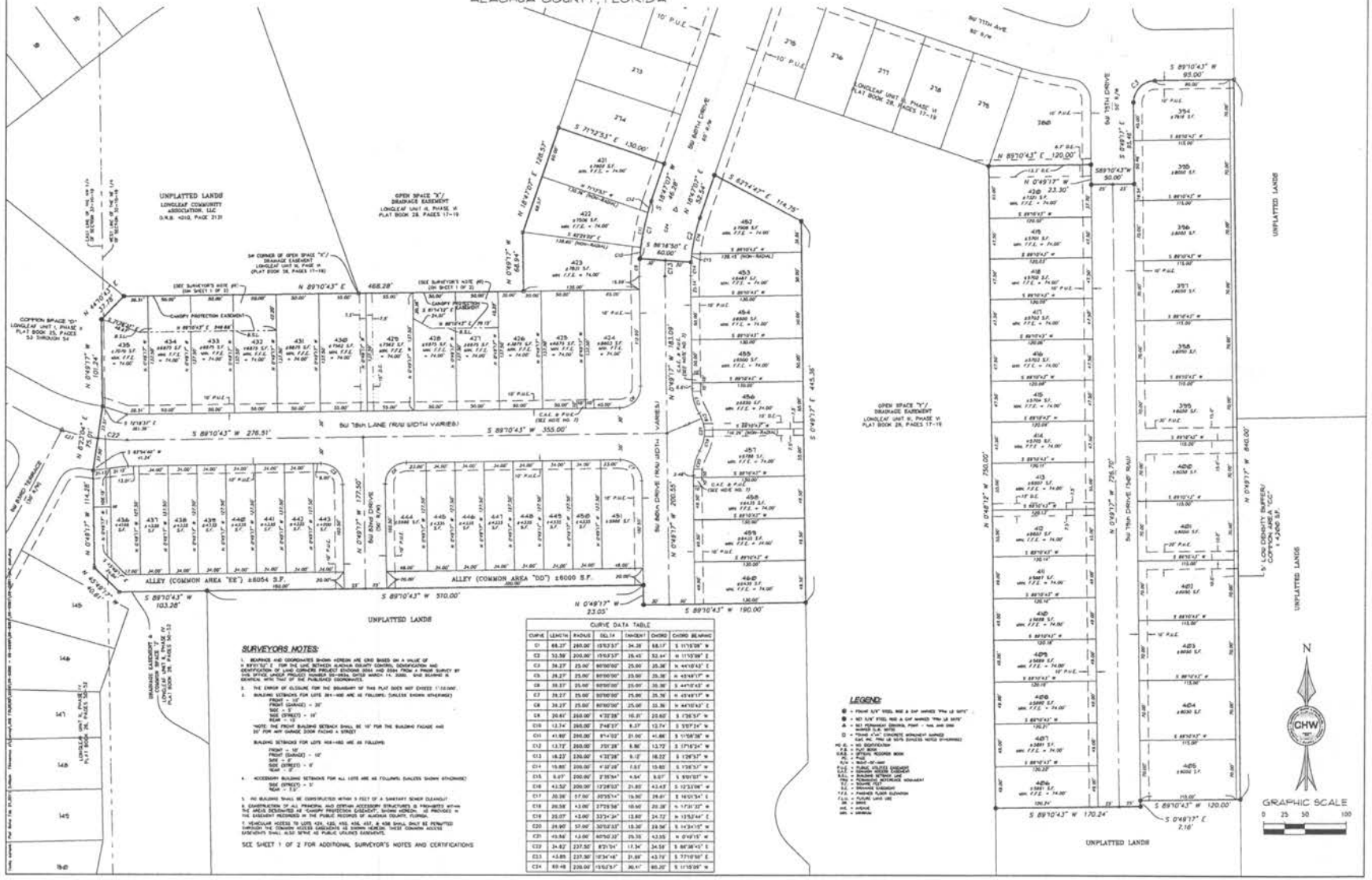
PLAT BOOK __ ,PAGE __
SHEET TWO OF TWO


UNPLATTED LANDS
LONGLEAF COMMUNITY ASSOCIATION, LLC
O.R.B. 4010, PAGE 2131
OPEN SPACE "X"/ DRAINAGE EASEMENT
LONGLEAF UNIT III, PHASE VI
PLAT BOOK 28, PAGES 17-19
OPEN SPACE "Y"/ DRAINAGE EASEMENT
LONGLEAF UNIT III, PHASE VI
PLAT BOOK 28, PAGES 17-19
COTTON SPACE "O"
LONGLEAF UNIT I, PHASE II
PLAT BOOK 25, PAGES 53 THROUGH 54
SW 76TH TERRACE
SW 76TH DRIVE
SW 76TH LANE (ROW WIDTH VARIES)
SW 76TH AVE
ALLEY (COMMON AREA "EE") ±6054 S.F.
ALLEY (COMMON AREA "DD") ±6000 S.F.
N 89°10'43" E 468.28'
S 89°10'43" W 276.91'
S 89°10'43" W 355.00'
S 89°10'43" W 103.26'
S 89°10'43" W 370.00'
S 89°10'43" W 190.00'
S 89°10'43" W 95.00'
S 89°10'43" W 120.00'
S 89°10'43" W 170.24'
N 0°49'17" W 750.00'
N 0°49'17" W 840.00'
N 0°49'17" W 276.70'
N 0°49'17" W 177.50'
N 0°49'17" W 114.28'
N 0°49'17" W 101.24'
N 0°49'17" W 183.09'
N 0°49'17" W 445.36'
N 0°49'17" W 200.55'
N 0°49'17" W 23.05'
S 0°49'17" E 7.16'
S 0°49'17" E 130.00'
S 0°49'17" E 60.00'
S 0°49'17" E 50.00'
S 0°49'17" E 130.00'
S 0°49'17" E 130.00'
S 0°49'17" E 95.00'
S 0°49'17" E 130.00'
S 0°49'17" E 130.00'
S 0°49'17" E 130

LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
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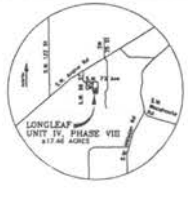
LB-8015

PLAT BOOK __ ,PAGE __
SHEET ONE OF TWO



GRAPHIC SCALE
0 50 100 200

LEGAL DESCRIPTION: (UNIT IV, PHASE VIII - BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 89°03'34" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1082.81 FEET TO THE SOUTHEAST CORNER OF LONGLEAF UNIT III, PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36, PAGE 30 THROUGH 32 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST LINE OF SAID LANDS: (1) THENCE NORTH 30°56'49" WEST, A DISTANCE OF 173.26 FEET; (2) THENCE NORTH 08°49'17" WEST, A DISTANCE OF 80.66 FEET; (3) THENCE NORTH 19°27'37" WEST, A DISTANCE OF 126.48 FEET; (4) THENCE NORTH 08°49'17" WEST, A DISTANCE OF 430.00 FEET; THENCE DEPARTING SAID LANDS NORTH 89°10'43" EAST, A DISTANCE OF 510.00 FEET; THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 23.05 FEET; THENCE NORTH 89°10'43" EAST, A DISTANCE OF 190.00 FEET TO THE WESTERLY LINE OF OPEN SPACE "I"/DRAINAGE EASEMENT, LONGLEAF UNIT IV, PAGE 14, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 38, PAGE 17 THROUGH 19 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID OPEN SPACE "I"/DRAINAGE EASEMENT: (1) THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 188.81 FEET; (2) THENCE SOUTH 44°10'43" WEST, A DISTANCE OF 24.45 TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°49'17" EAST, 70.71 FEET; (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; (4) THENCE SOUTH 45°49'17" EAST, 34.45 FEET; (5) THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 25.24 FEET; (6) THENCE SOUTH 45°49'17" EAST, A DISTANCE OF 21.18 FEET; (7) THENCE NORTH 89°03'34" EAST, A DISTANCE OF 204.78 FEET; (8) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 102.75 FEET; THENCE DEPARTING SAID BOUNDARY OF OPEN SPACE "I"/DRAINAGE EASEMENT, NORTH 89°10'43" EAST, A DISTANCE OF 170.24 FEET; THENCE NORTH 00°49'17" WEST, A DISTANCE OF 7.16 FEET; THENCE NORTH 89°10'43" EAST, A DISTANCE OF 120.00 FEET TO THE EAST LINE OF THE AFOREMENTIONED WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE SOUTH 00°49'17" EAST, ALONG SAID EAST LINE, A DISTANCE OF 518.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17.46 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BASED ON A VALUE OF N 89°10'43" E FOR THE LINE BETWEEN ALACHUA COUNTY CONTROL DESIGNATION AND IDENTIFICATION OF LAND CLEARANCE PROJECT STATIONS 1844 AND 2844 FROM A PRIOR SURVEY BY THIS OFFICE UNDER PROJECT NUMBER 00-0904, DATED MARCH 14, 2000. SAID BEARING IS IDENTICAL WITH THAT OF THE PUBLISHED COORDINATES.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THE PLAT DOES NOT EXCEED 1'/10,000'.
3. BUILDING SETBACKS FOR LOTS 521-560 ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   FRONT = 15'
   FRONT (GARAGE) = 20'
   SIDE = 5'
   SIDE (STREET) = 10'
   REAR = 15'
   *NOTE: THE FRONT BUILDING SETBACK SHALL BE 10' FOR THE BUILDING FACADE AND 20' FOR ANY GARAGE DOOR FACING A STREET
   BUILDING SETBACKS FOR LOTS 461-520 ARE AS FOLLOWS:
   FRONT = 10'
   FRONT (GARAGE) = 20'
   SIDE = 5'
   SIDE (STREET) = 5'
   REAR = 5'
4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   SIDE (STREET) = 5'
   REAR = 7.5'
5. ALL LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(8) OF THE FLORIDA STATUTES.
6. BENCHMARKS SHOWN HEREON ARE (NGVD 29) BASED ON BENCHMARK NO. 2 AS SHOWN ON THE PLAT OF HEATHROW CLUSTER DEVELOPMENT PHASE III, RECORDED IN PLAT BOOK "X", PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, HAVING A PUBLISHED ELEVATION OF 94.72'.
7. THE COMMON AREA AND LOW DENSITY BUFFER SHOWN HEREON WILL BE CONVEYED TO THE LONGLEAF COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION, FOR PERPETUAL MAINTENANCE & MAINTENANCE BY A TAXPAYER ASSESSMENT.
8. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A MASONRY SEWER CLEANOUT.
9. CONSTRUCTION OF ALL PRINCIPAL AND CERTAIN ACCESSORY STRUCTURES IS PROHIBITED WITHIN THE AREAS DESIGNATED AS "CANOPY PROTECTION EASEMENT" SHOWN HEREON, AS PROVIDED IN THE EASEMENT RECORDED IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
10. PRIOR TO OBTAINING A BUILDING PERMIT FOR LOTS 458 THROUGH 470, AND THROUGH 487 AND 538 THROUGH 546, GEO-TECHNICAL SOIL TESTS WILL BE REQUIRED TO DETERMINE SOILS SUITABILITY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND THUS, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

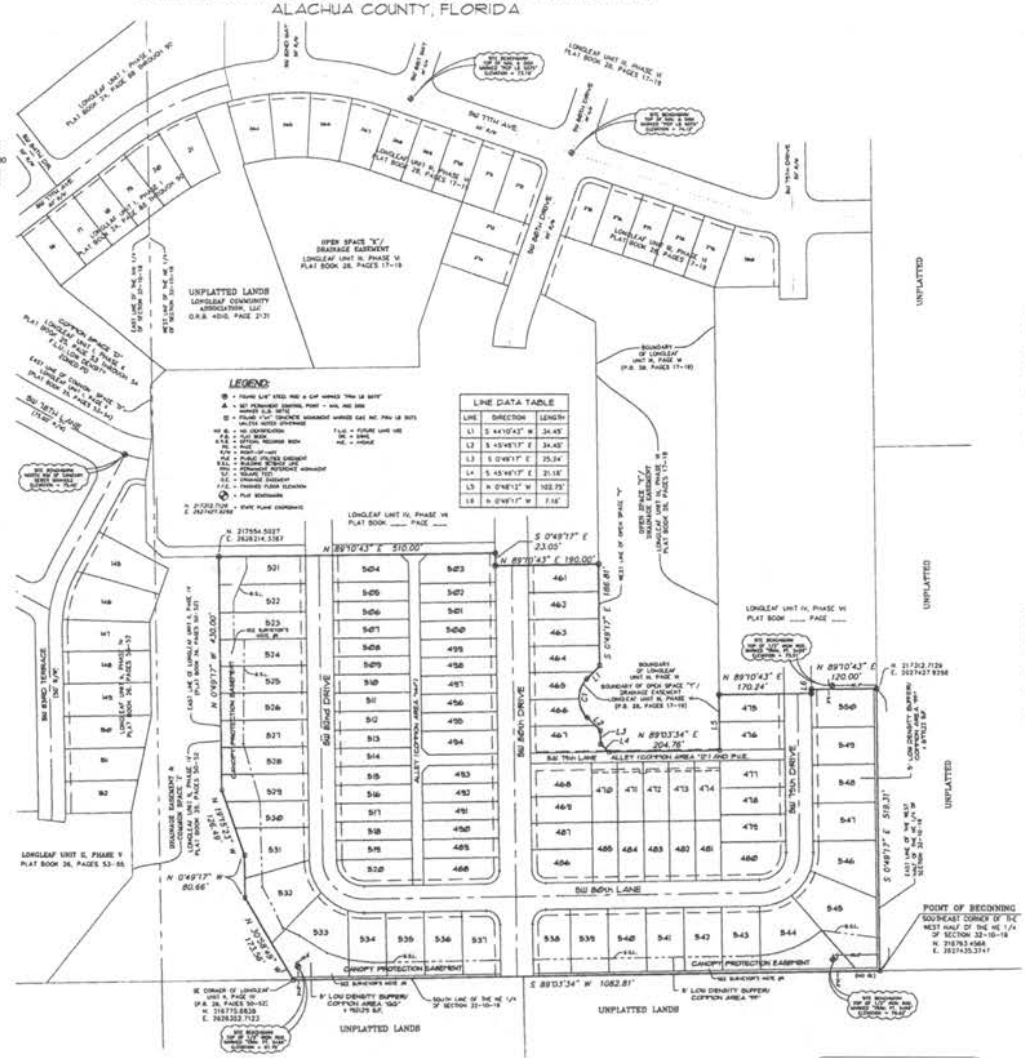
ALL PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "LONGLEAF UNIT IV, PHASE VIII, A PLANNED DEVELOPMENT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177 PART 1 FLORIDA STATUTES.

DATE

STACY A. HALL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3784
CAUSSEAUX, HEWETT, & WALPOLE, INC.
6011 NW 1ST PLACE - GAINESVILLE, FL 32607
LICENSED BUSINESS NO. 5075


UNPLATTED LANDS
LONGLEAF COMMUNITY ASSOCIATION, LLC
O.R.B. 4010, PAGE 2131
OPEN SPACE "K"/ DRAINAGE EASEMENT
LONGLEAF UNIT N, PHASE V
PLAT BOOK 38, PAGES 17-19
LONGLEAF UNIT I, PHASE I
PLAT BOOK 29, PAGES 88 THROUGH 90
LONGLEAF UNIT II, PHASE II
PLAT BOOK 36, PAGES 17-19
SW 75TH DRIVE
SW 74TH AVE.
SW 74TH LANE
SW 74TH TERRACE
SW 75TH DRIVE
SW 74TH PLACE
SW 74TH LANE
SW 74TH DRIVE
SW 74TH TERRACE
LEGEND:
LINE DATA TABLE
LINE | DIRECTION | LENGTH
L1 | S 44°10'43" W | 24.45'
L2 | S 45°49'17" E | 34.45'
L3 | S 00°49'17" E | 25.24'
L4 | S 45°49'17" E | 21.18'
L5 | N 0°49'17" W | 102.75'
L6 | N 0°49'17" W | 7.16'
N 217554.5027
E 2628214.3387
N 217263.7139
E 2627427.8258
N 217263.7129
E 2627427.9258
N 89°10'43" E 510.00'
S 0°49'17" E 23.05'
N 89°10'43" E 190.00'
S 0°49'17" E 188.81'
N 89°10'43" E 170.24'
N 89°10'43" E 120.00'
S 0°49'17" E 518.31'
N 0°49'17" W 430.00'
N 19°27'37" W 126.48'
N 30°56'49" W 173.26'
N 0°49'17" W 80.66'
S 89°03'34" W 1082.81'
POINT OF BEGINNING
SOUTHEAST CORNER OF THE WEST HALF OF THE NE 1/4 OF SECTION 32-10-19
N 216783.4568
E 2627435.3747
IRC CORNER OF LONGLEAF UNIT II, PAGE 17
P.B. 36, PAGES 30-32
N 216775.8838
E 2626352.7123
CANOPY PROTECTION EASEMENT
5' LOW DENSITY BUFFER/ COTTON AREA "90"
+10029 SQ.FT.
5' LOW DENSITY BUFFER/ COTTON AREA "99"
+10029 SQ.FT.
SOUTH LINE OF THE NE 1/4 OF SECTION 32-10-19
UNPLATTED LANDS
UNPLATTED
LONGLEAF UNIT IV, PHASE VI
PLAT BOOK ____ PAGE ____
LONGLEAF UNIT III, PHASE III
PLAT BOOK 36, PAGES 30-32
LONGLEAF UNIT II, PHASE II
PLAT BOOK 36, PAGES 17-19
LONGLEAF UNIT II, PHASE V
PLAT BOOK 36, PAGES 53-55
BOUNDARY OF LONGLEAF UNIT N, PHASE V
BOUNDARY OF OPEN SPACE "I"/ DRAINAGE EASEMENT/ UNIT N, PHASE V
ALLEY (COTTON AREA 'B') AND PUE
ALLEY (COTTON AREA 'B')
DRAINAGE EASEMENT N LONGLEAF UNIT N, PHASE V PLAT BOOK 38, PAGES 30-32
EAST LINE OF LONGLEAF UNIT N, PHASE V PLAT BOOK 38, PAGES 17-19
EAST LINE OF COTTON AREA "G" PLAT BOOK 36, PAGES 53-55
EAST LINE OF THE NW 1/4 OF SECTION 32-10-19
EAST LINE OF THE NE 1/4 OF SECTION 32-10-19
P.O.B. 36, PAGES 17-19
P.B. 38, PAGES 17-19
P.B. 36, PAGES 53-55
P.B. 36, PAGES 30-32
P.B. 36, PAGES 17-19
P.B. 38, PAGES 17-19
P.B. 36, PAGES 30-32
P.B. 36, PAGES 53-55

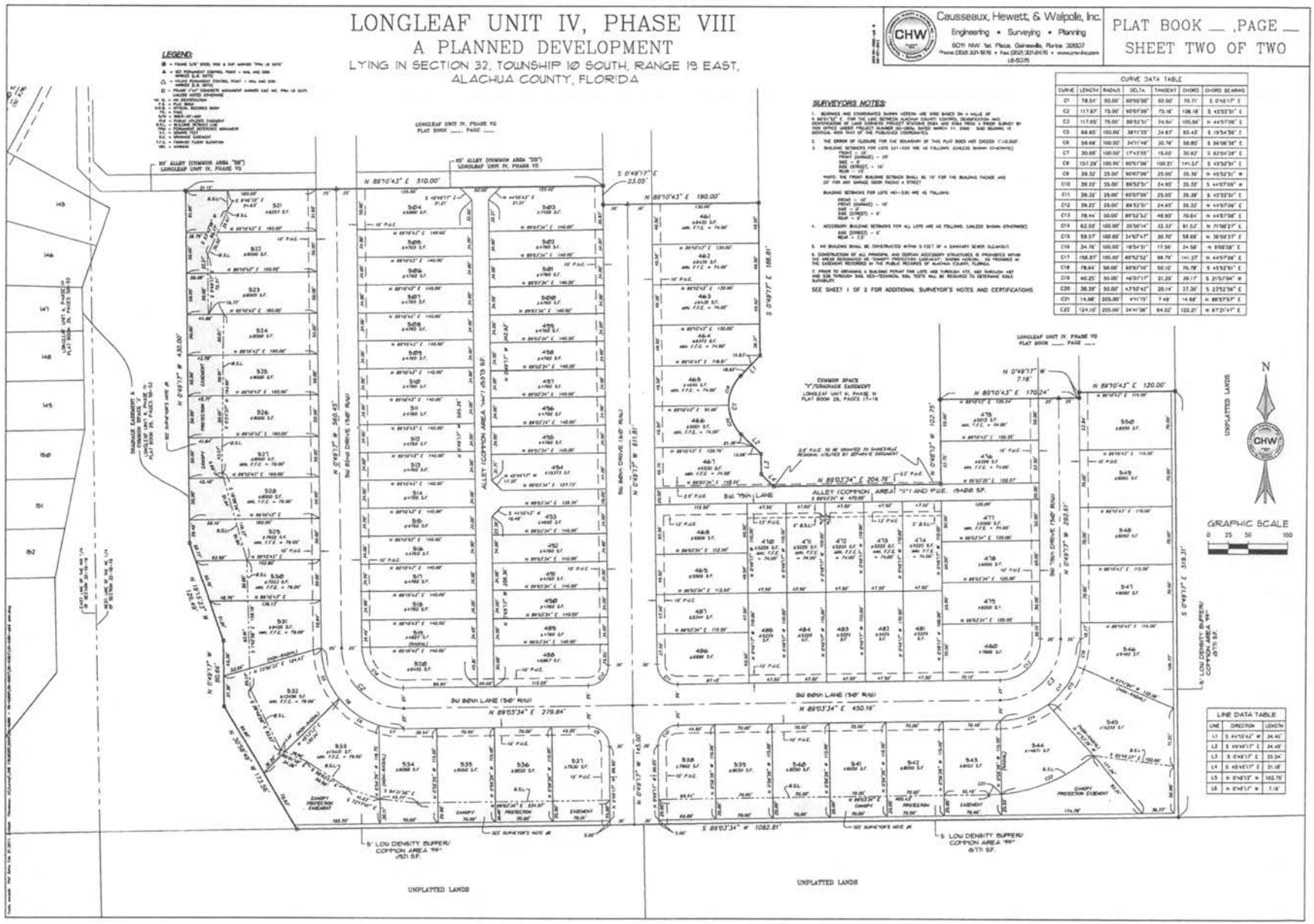
LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewitt, & Walpole, Inc.
Engineering • Surveying • Planning
5011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB-5276

PLAT BOOK __ ,PAGE __
SHEET TWO OF TWO



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	78.54'	50.00'	90°00'00"	50.00'	70.71'	S 0°49'17" E
C2	117.83'	75.00'	90°00'09"	75.16'	106.18'	S 45°53'51" E
C3	117.83'	75.00'	89°53'51"	74.84'	106.08'	N 44°07'09" E
C5	66.45'	100.00'	38°03'25"	34.83'	65.43'	S 19°54'59" E
C6	58.68'	100.00'	34°13'48"	30.16'	58.80'	S 36°06'36" E
C7	30.05'	100.00'	17°13'55"	15.00'	30.02'	S 82°04'28" E
C8	157.29'	100.00'	90°07'09"	100.21'	141.57'	S 45°53'51" E
C9	39.32'	25.00'	90°07'09"	25.05'	35.39'	N 45°53'51" W
C10	39.32'	25.00'	89°52'51"	24.95'	35.39'	S 44°07'09" W
C11	39.32'	25.00'	90°07'09"	25.05'	35.39'	S 45°53'51" E
C12	39.27'	25.00'	89°52'51"	24.95'	35.32'	N 44°07'09" E
C13	78.44'	50.00'	89°52'53"	49.90'	70.64'	N 44°07'08" E
C14	82.55'	100.00'	23°36'14"	42.53'	81.53'	N 71°58'27" E
C15	59.57'	100.00'	34°07'47"	30.70'	58.68'	N 36°06'33" E
C16	34.76'	100.00'	19°54'51"	17.56'	34.58'	N 9°08'08" E
C17	156.87'	100.00'	89°52'52"	99.79'	141.27'	N 44°07'08" E
C18	78.54'	50.00'	90°00'00"	50.10'	70.78'	S 45°53'51" E
C19	40.25'	50.00'	46°07'17"	21.29'	39.17'	S 21°53'04" W
C20	38.29'	50.00'	43°52'42"	20.14'	37.36'	S 23°52'56" E
C21	14.38'	205.00'	4°01'15"	7.19'	14.38'	N 86°57'57" E
C22	124.10'	205.00'	34°41'06"	64.02'	122.21'	N 67°21'47" E

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	S 44°10'43" W	34.45'
L2	S 45°49'17" E	34.45'
L3	S 0°49'17" E	23.34'
L4	S 45°49'17" E	21.18'
L5	N 0°49'17" W	102.75'
L6	N 0°49'17" W	7.16'

This instrument prepared by
J. B. Bricklemyer, Esq., and
C. David Coffey, Esq.
C. David Coffey P.A.,
5346 S.W. 91st Ter.
Gainesville, Fl. 32608

EASEMENT

THIS EASEMENT is made this ____ day of _____ 20__, by Longleaf, LLC, a Florida Limited Liability Corporation, whose address is 1701 NW 80th Blvd, Suite 101, Gainesville, FL 32606-9267 , ("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 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Alachua County, Florida, known as Lots 427, 428, 432, 433, 434, and 435 of Longleaf Unit IV, Phase VII, a Planned Unit Development, according to the map or plat thereof as recorded in Plat Book ____, Page _____ of the Public Records of Alachua County, Florida, more particularly shown in the Plat, Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor grants this Easement solely to comply with the tree canopy retention provision of Chapter 406, Article 2, Alachua County Unified Land Development Code, requiring that a minimum of 20 percent of the tree canopy shown on the most recent aerials of the property available at the time of the application is retained; and

WHEREAS, Grantor agrees to comply with the tree canopy protection requirement by protecting woody native tree species, regardless of size, solely in the areas depicted on the plat as "Canopy Protection Easement" in perpetuity.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Chapter 406, Article 2, Alachua County Unified Land Development Code, Grantor hereby voluntarily grants and conveys to Grantee an easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

Section 1. Purpose. The purpose of this Easement is to assure that woody native tree species, regardless of size, on the portions of the Property designated "Canopy Protection Easement", as depicted in the Plat, Exhibit "A", will be retained forever and to prevent removal of such trees with the exception of trees that, due to their health or condition as determined by the Alachua County's arborist, pose a danger to persons or property located outside of the area designated as "Canopy Protection Easement" or trees that constitute an immediate safety hazard, either to persons, domestic animals, buildings or to other constructions, or to motor, bicycle, or pedestrian traffic.

Section 2. Prohibited and Limited Activities. Removing or destroying woody native tree species, regardless of size, located in the areas designated as "Canopy Protection Easement", as depicted on the attached Plat, Exhibit "A", and as recorded in *Alachua County Official Records Book #### on page ###*, is prohibited. The exception to this prohibition is trees that, due to their health or condition as determined by the Alachua County's arborist, pose a danger to persons or property located outside of the "Canopy Protection Easement" or trees that constitute an immediate safety hazard, either to persons, domestic animals, buildings or to other constructions, or to motor, bicycle, or pedestrian traffic. Recreational equipment (swing set or similar), storage sheds, and other accessory structures without permanent foundations will be permitted, within the "Canopy Protection Easement," without the removal of regulated trees to accommodate their placement. Removal of vegetation within the areas designated as "Canopy Protection Easement" is allowed when accomplished without soil disturbance. Erection of wood fencing within the "Canopy Protection Easement" with posts placed not closer than eight (8) feet apart, shall also be allowed.

Section 3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

Section 4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement.

(b) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Easement.

Section 5. Grantee's Discretion. Grantee may enforce the terms of this Easement at its discretion, but if Grantor breaches any term of this Easement and Grantee does not exercise its rights under this Easement, Grantee's forbearance shall not be 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 the 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. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Easement.

Section 6. Grantee's Liability. This Easement does not impose any liability on Grantee for third party injuries that may occur on the Property, except with respect to claims that may result from the negligence of the Grantee or any of its respective elected or appointed officials, employees, agents or representatives.

Section 7. 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 natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

Section 8. Recordation. Grantor shall record this Easement in timely fashion in the Official Records of Alachua County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Easement in the public records.

Section 9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first above written.

Witnesses:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Grantor:

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of _____, 20__, by _____, who is personally known to me OR who has produced _____ as identification.

_____
Notary Public, State of Florida at Large.

My Commission Expires:

_____

Serial No._____

.

DRAFT

Exhibit A
Plat of Property with Canopy Protection Easement Depicted

DRAFT

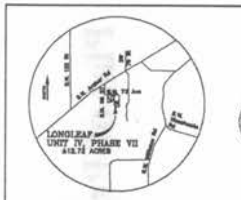
LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax: (352) 331-2476 • www.chw-inc.com
LB-5075

PLAT BOOK ___ ,PAGE ___
SHEET ONE OF TWO



N

GRAPHIC SCALE
0 50 100 200

LEGAL DESCRIPTION: (UNIT IV, PHASE VII – BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE SOUTH 89°03'34" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1082.81 FEET TO THE SOUTHEAST CORNER OF LONGLEAF UNIT II, PHASE IV, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGES 80 THROUGH 83 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THE FOLLOWING EIGHT (8) COURSES ALONG THE EAST LINE OF SAID LANDS: (1) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 573.31 FEET; (2) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 60.86 FEET; (3) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 135.46 FEET; (4) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 170.24 FEET TO THE POINT OF BEGINNING; (5) THENCE SOUTH 89°10'43" EAST, A DISTANCE OF 120.00 FEET; (6) THENCE SOUTH 00°49'17" WEST, A DISTANCE OF 48.81 FEET; (7) THENCE SOUTH 00°49'17" WEST, A DISTANCE OF 114.26 FEET; (8) THENCE SOUTH 00°49'17" WEST, A DISTANCE OF 573.31 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°10'43" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 1015.24 FEET; THENCE NORTH 44°10'43" EAST ALONG SAID EAST LINE, A DISTANCE OF 28.28 FEET; THENCE NORTH 89°10'43" EAST, A DISTANCE OF 274.76 FEET TO THE SOUTHWEST CORNER OF OPEN SPACE "J"/DRAINAGE EASEMENT OF LONGLEAF UNIT III, PHASE VI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGES 17 THROUGH 19 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SEVEN (11) COURSES ALONG THE SOUTHERLY BOUNDARY OF SAID LONGLEAF UNIT III, PHASE VI: (1) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 163.52 FEET; (2) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 58.94 FEET; (3) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 159.51 FEET; (4) THENCE SOUTH 71°12'52" EAST, A DISTANCE OF 109.09 FEET; (5) THENCE SOUTH 18°47'08" WEST, A DISTANCE OF 19.53 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1060.00 FEET; (6) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°18'08" FOR AN ARC OF 209.09 FEET; (7) THENCE SOUTH 07°29'15" EAST, A DISTANCE OF 28.27 FEET TO THE END OF SAID CURVE; (8) THENCE SOUTH 89°10'43" EAST, A DISTANCE OF 114.76 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1060.00 FEET; (9) THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'52" FOR AN ARC OF 229.92 FEET; (10) THENCE SOUTH 77°15'05" EAST, A DISTANCE OF 22.28 FEET; (11) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE NORTH 00°49'17" WEST ALONG THE EAST LINE OF SAID THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, A DISTANCE OF 516.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SAID EAST LINE, SOUTH 00°49'17" EAST, A DISTANCE OF 135.46 FEET; THENCE SOUTH 89°10'43" WEST, A DISTANCE OF 60.86 FEET; THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 1.19 FEET; THENCE SOUTH 89°10'43" WEST, A DISTANCE OF 170.24 FEET TO THE EAST LINE OF OPEN SPACE "J"/DRAINAGE EASEMENT OF LONGLEAF UNIT III, PHASE VI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGES 17 THROUGH 19, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LONGLEAF UNIT III, PHASE VI, THE FOLLOWING SEVEN (7) COURSES: (1) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 190.00 FEET; (2) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 120.00 FEET; (3) THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 50.00 FEET; (4) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 50.00 FEET; (5) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 50.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°10'43" EAST, 35.35 FEET; (6) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; (7) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 50.48 FEET TO THE BOUNDARY OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°10'43" EAST, 35.35 FEET; (8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; (9) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 50.48 FEET TO THE BOUNDARY OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°10'43" EAST, 35.35 FEET; (10) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; (11) THENCE NORTH 89°10'43" EAST, A DISTANCE OF 50.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN A TOTAL NET ACREAGE OF 18.76 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

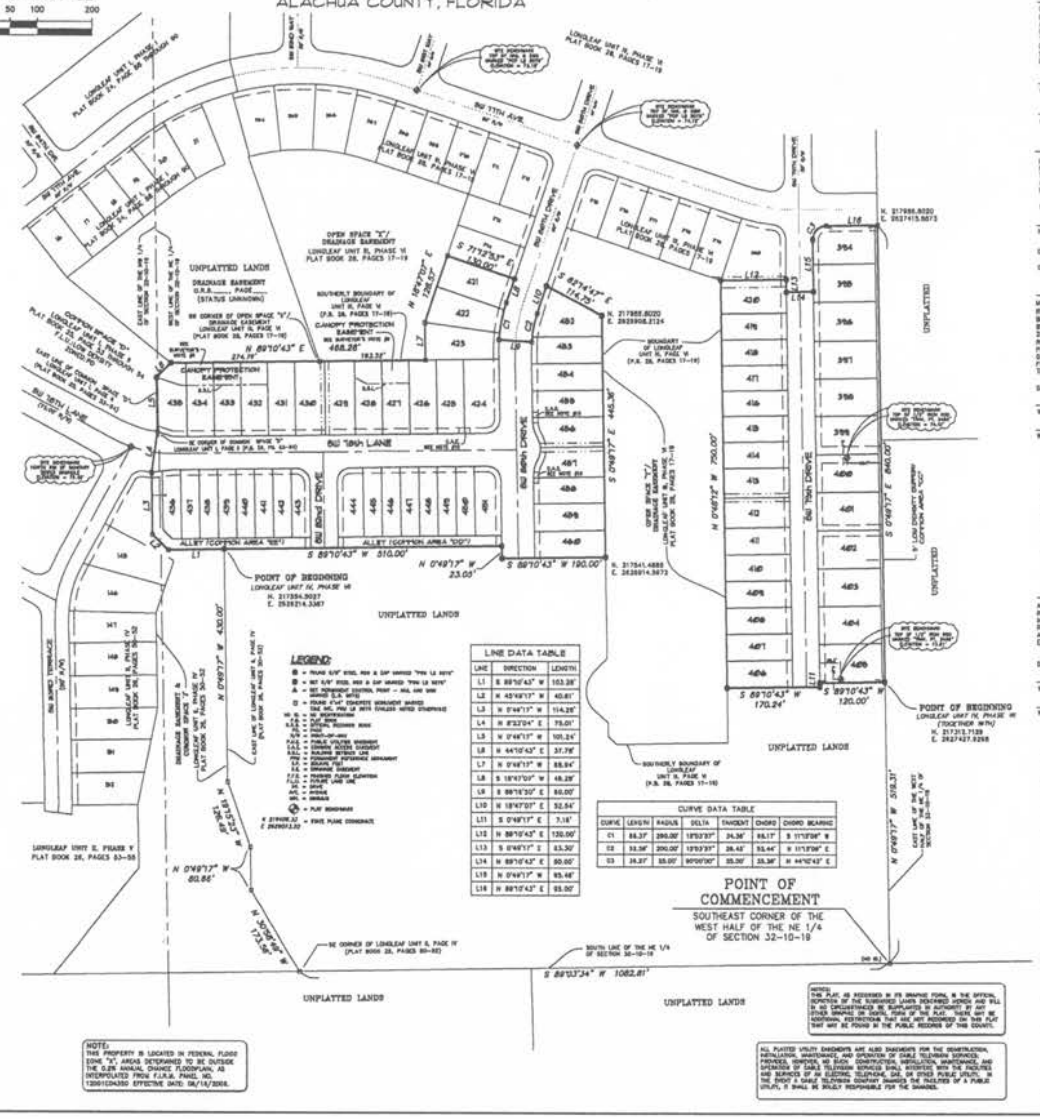
1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON A VALUE OF N 89°10'43" E FOR THE LONG DISTANCE ALONG THE CENTERLINE OF 88TH AVENUE AS SHOWN ON THE PLAT OF LONGLEAF UNIT IV, PHASE VI, RECORDED IN PLAT BOOK 37, PAGES 39 THROUGH 42 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE GRID BEARING AND COORDINATE SYSTEM ESTABLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE PLANE COORDINATE SYSTEM, WEST ZONE (1601), NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT). THE FOLLOWING CONTROL POINTS WERE USED: P.O.B. AND BEARING B (GEODETIC), BASIS THAT OF THE PUBLISHED COORDINATES.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1'-15,000'.
3. BUILDING SETBACKS FOR LOTS 344–408 ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   FRONT – 15'
   FRONT (GARAGE) – 20'
   SIDE – 5'
   SIDE (STREET) – 15'
   REAR – 15'
   *NOTE: THE FRONT BUILDING SETBACK SHALL BE 15' FOR THE BUILDING FACADE AND 20' FOR ANY GARAGE DOOR FACING A STREET
   BUILDING SETBACKS FOR LOTS 409–480 ARE AS FOLLOWS:
   FRONT – 10'
   FRONT (GARAGE) – 10'
   SIDE – 5'
   SIDE (STREET) – 5'
   REAR – 5'
4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   SIDE (STREET) – 5'
   REAR – 5.0'
5. ALL LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET FOR (7128/03) OF THE FLORIDA STATUTES.
6. BENCHMARKS SHOWN HEREON ARE DATUM (M) BASED ON BENCHMARK NO. 2 AS SHOWN ON THE PLAT OF MEADOWS CLUSTER DEVELOPMENT PHASE III, RECORDED IN PLAT BOOK "J", PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, HAVING A PUBLISHED ELEVATION OF 44.72'
7. THE COMMON AREAS AND LOW DENSITY BUFFERS SHOWN HEREON WILL BE CONVEYED TO THE LONGLEAF COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION, FOR OWNERSHIP, MAINTENANCE & MAINTENANCE BY A SEPARATE DOCUMENT.
8. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER CLEANOUT.
9. CONSTRUCTION OF ALL PRINCIPAL AND SOME ACCESSORY STRUCTURES IS PROHIBITED WITHIN THE AREA DESIGNATED AS "CANOPY PROTECTION EASEMENT" SHOWN HEREON, ONLY THE COUNTY ARBORIST IS AUTHORIZED TO DETERMINE WHEN A TREE OR ANY MAJOR VEGETATION IS ALLOWED TO BE REMOVED (REGARDLESS OF SIZE). A TREE REMOVAL PERMIT SHALL BE PROCURED AS OUTLINED IN SECTION 406.11(C). FOR ANY ENCROACHMENTS, REFER TO THE TREE CANOPY EASEMENT ENCROACHMENT RECORDED UNDER A SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
10. HOMEOWNER ACCESS FOR LOTS 425, 426, 427, 428, 429 SHALL ONLY BE PERMITTED THROUGH THE DESIGNATED ACCESS EASEMENTS AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "LONGLEAF UNIT IV, PHASE VII, A PLANNED DEVELOPMENT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177 PART 1 FLORIDA STATUTES.

DATE

STACY A. HALL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3784
CAUSSEAUX, HEWETT, & WALPOLE, INC.
6011 NW 1ST PLACE – GAINESVILLE, FL 32607
LICENSED BUSINESS NO. 5075


LONGLEAF UNIT IV, PHASE VI
PLAT BOOK 37, PAGES 39-42
LONGLEAF UNIT III, PHASE VI
PLAT BOOK 34, PAGES 17-19
LONGLEAF UNIT II, PHASE V
PLAT BOOK 34, PAGES 20-22
LONGLEAF UNIT II, PHASE IV
PLAT BOOK 35, PAGES 80-83
LONGLEAF UNIT II, PHASE III
PLAT BOOK 34, PAGES 23-25
LONGLEAF UNIT I, PHASE IV
PLAT BOOK 34, PAGES 63-66
UNPLATTED LANDS
OPEN SPACE "I"
DRAINAGE EASEMENT
LONGLEAF UNIT III, PHASE V
PLAT BOOK 34, PAGES 17-19
OPEN SPACE "J"
DRAINAGE EASEMENT
LONGLEAF UNIT III, PHASE VI
PLAT BOOK 34, PAGES 17-19
OPEN SPACE "H"
DRAINAGE EASEMENT
LONGLEAF UNIT II, PHASE V
PLAT BOOK 34, PAGES 20-22
CANOPY PROTECTION EASEMENT
SOUTHERLY BOUNDARY OF LONGLEAF UNIT II, PHASE V (P.B. 34, PAGES 17-19)
SOUTHERLY BOUNDARY OF LONGLEAF UNIT III, PHASE VI (P.B. 34, PAGES 17-19)
SOUTHERLY BOUNDARY OF LONGLEAF UNIT IV, PHASE VI (P.B. 37, PAGES 39-42)
88TH AVENUE
88TH TERRACE
88TH PLACE
88TH LANE
88TH DRIVE
ALLEY "COTTON AREA "DD"
ALLEY "COTTON AREA "CC"
POINT OF BEGINNING
LONGLEAF UNIT IV, PHASE VI
N. 217354.5027
E. 2535214.3367
POINT OF BEGINNING
LONGLEAF UNIT IV, PHASE VI
(TOGETHER WITH)
N. 217313.7128
E. 2537427.5295
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE WEST HALF OF THE NE 1/4 OF SECTION 32-10-19
SOUTH LINE OF THE NE 1/4 OF SECTION 32-10-19
S 89°03'34" W 1082.81'
N 00°49'17" W 573.31'
S 89°10'43" W 510.00'
N 00°49'17" W 23.00'
S 89°10'43" W 190.00'
S 00°49'17" E 440.00'
N 00°49'17" W 750.00'
S 00°49'17" E 445.36'
N 00°49'17" W 430.00'
S 00°49'17" E 135.46'
N 00°49'17" W 60.86'
S 89°10'43" W 170.24'
S 89°10'43" W 120.00'
N 89°10'43" E 274.76'
N 89°10'43" E 163.52'
S 77°15'05" E 130.00'
S 18°47'08" W 19.53'
S 07°29'15" E 28.27'
S 89°10'43" W 115.00'
N 89°10'43" E 159.51'
N 89°10'43" E 114.76'
S 77°15'05" E 22.28'
N 18°47'08" E 19.53'
S 71°12'52" E 109.09'
N 89°10'43" E 163.52'
N 00°49'17" W 58.94

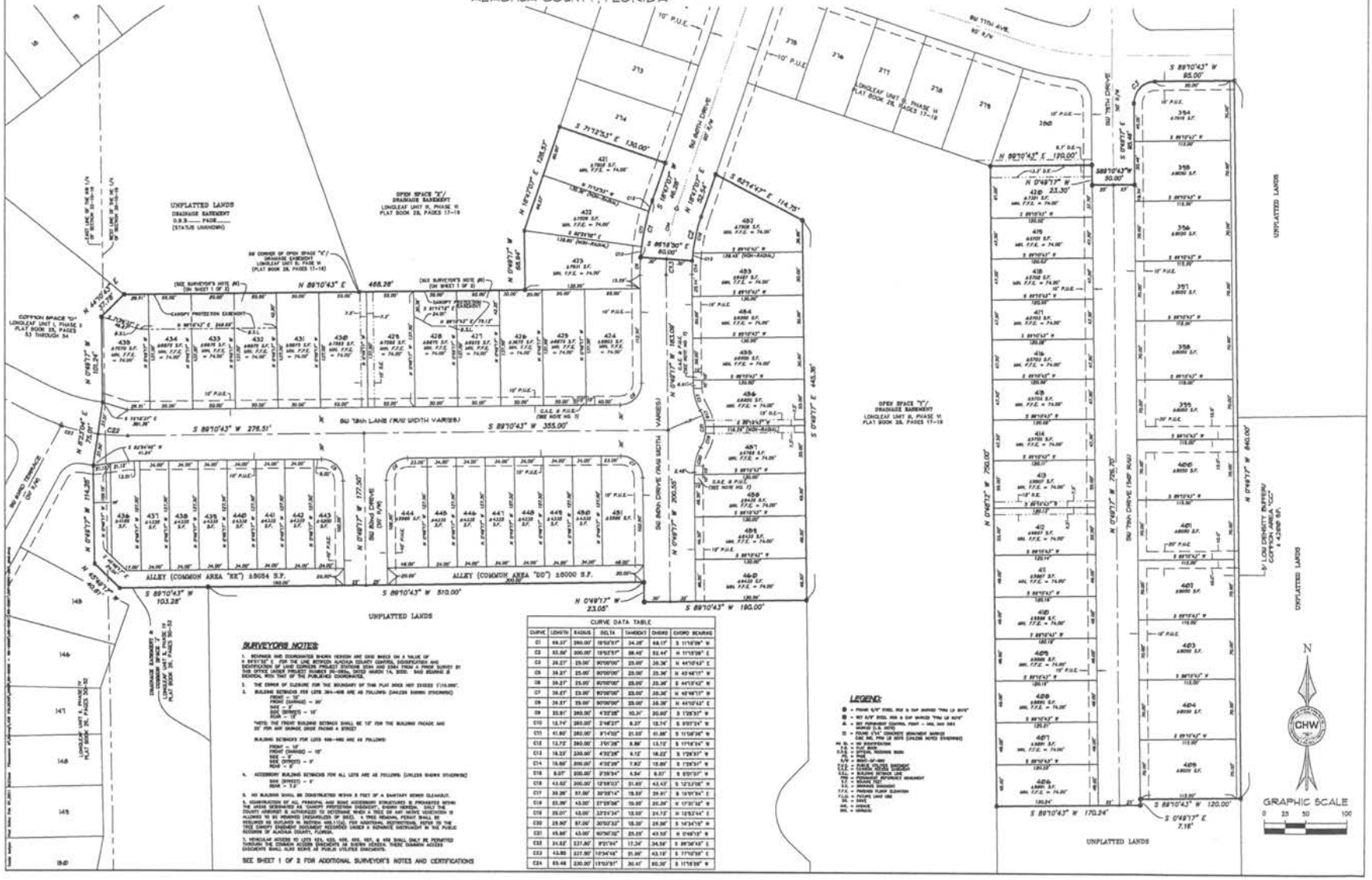
LONGLEAF UNIT IV, PHASE VII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
8011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB-5075

PLAT BOOK __ ,PAGE __
SHEET TWO OF TWO



CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	68.51'	390.00'	10°03'57"	34.38'	68.41'	S 11°18'58" E
C2	83.56'	300.00'	15°57'17"	38.45'	83.44'	N 11°19'08" E
C3	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 44°10'43" E
C4	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°49'17" W
C5	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 44°10'43" W
C6	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 44°10'43" E
C7	39.27'	25.00'	90°00'00"	25.00'	35.36'	N 45°49'17" W
C8	39.27'	25.00'	90°00'00"	25.00'	35.36'	S 44°10'43" W
C9	20.81'	280.00'	4°15'28"	10.41'	20.80'	S 11°25'01" W
C10	13.74'	280.00'	2°48'27"	6.87'	13.74'	S 9°02'16" W
C11	41.82'	280.00'	8°33'52"	21.00'	41.78'	S 15°58'58" W
C12	13.73'	280.00'	2°48'28"	6.86'	13.72'	S 17°16'14" W
C13	16.33'	220.00'	4°15'28"	8.17'	16.32'	S 11°25'01" W
C14	16.56'	200.00'	4°44'49"	7.82'	15.86'	S 12°01'01" W
C15	6.07'	200.00'	2°09'34"	4.54'	6.07'	S 9°01'31" W
C16	43.62'	200.00'	12°28'03"	21.85'	43.53'	S 12°13'06" W
C17	39.28'	97.00'	38°38'14"	19.88'	38.51'	S 18°51'54" E
C18	83.28'	43.00'	27°39'56"	19.00'	20.39'	N 17°31'16" W
C19	25.07'	43.00'	33°24'34"	12.90'	24.72'	N 12°52'44" E
C20	29.90'	97.00'	20°52'33"	15.10'	29.58'	S 14°34'16" E
C21	45.86'	43.00'	60°56'32"	25.25'	43.53'	N 0°48'13" W
C22	34.53'	221.00'	9°37'54"	17.34'	34.50'	S 89°38'46" E
C23	43.83'	221.00'	11°34'46"	21.96'	43.76'	S 77°10'38" E
C24	80.48'	230.00'	19°50'57"	30.41'	80.06'	S 11°15'58" W

This instrument prepared by
J. B. Bricklemyer, Esq., and
C. David Coffey, Esq.
C. David Coffey P.A.,
5346 S.W. 91st Ter.
Gainesville, Fl. 32608

EASEMENT

THIS EASEMENT is made this ____ day of _____ 20__, by Longleaf, LLC, a Florida Limited Liability Corporation, whose address is 1701 NW 80th Blvd, Suite 101, Gainesville, FL 32606-9267 , ("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 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Alachua County, Florida, known as Lots 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, and 545 of Longleaf Unit IV, Phase VIII, a Planned Unit Development, according to the map or plat thereof as recorded in Plat Book ____, Page _____ of the Public Records of Alachua County, Florida, more particularly shown in the Plat, Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor grants this Easement solely to comply with the tree canopy retention provision of Chapter 406, Article 2, Alachua County Unified Land Development Code, requiring that a minimum of 20 percent of the tree canopy shown on the most recent aerials of the property available at the time of the application is retained; and

WHEREAS, Grantor agrees to comply with the tree canopy protection requirement by protecting woody native tree species, regardless of size, solely in the areas depicted on the plat as "Canopy Protection Easement" in perpetuity.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Chapter 406, Article 2, Alachua County Unified Land Development Code, Grantor hereby voluntarily grants and conveys to Grantee an easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

Section 1. Purpose. The purpose of this Easement is to assure that woody native tree species, regardless of size, on the portions of the Property designated "Canopy Protection Easement", as depicted in the Plat, Exhibit "A", will be retained forever and to prevent removal of such trees with the exception of trees that, due to their health or condition as determined by the Alachua County's arborist, pose a danger to persons or property located outside of the area designated as "Canopy Protection Easement" or trees that constitute an immediate safety hazard, either to persons, domestic animals, buildings or to other constructions, or to motor, bicycle, or pedestrian traffic.

Section 2. Prohibited and Limited Activities. Removing or destroying woody native tree species, regardless of size, located in the areas designated as "Canopy Protection Easement", as depicted on the attached Plat, Exhibit "A", and as recorded in *Alachua County Official Records Book #### on page ###*, is prohibited. The exception to this prohibition is trees that, due to their health or condition as determined by the Alachua County's arborist, pose a danger to persons or property located outside of the "Canopy Protection Easement" or trees that constitute an immediate safety hazard, either to persons, domestic animals, buildings or to other constructions, or to motor, bicycle, or pedestrian traffic. Recreational equipment (swing set or similar), storage sheds, and other accessory structures without permanent foundations will be permitted, within the "Canopy Protection Easement," without the removal of regulated trees to accommodate their placement. Removal of vegetation within the areas designated as "Canopy Protection Easement" is allowed when accomplished without soil disturbance. Erection of wood fencing within the "Canopy Protection Easement" with posts placed not closer than eight (8) feet apart, shall also be allowed.

Section 3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

Section 4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Easement.

(b) To proceed at law or in equity to enforce the provisions of this Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Easement.

Section 5. Grantee's Discretion. Grantee may enforce the terms of this Easement at its discretion, but if Grantor breaches any term of this Easement and Grantee does not exercise its rights under this Easement, Grantee's forbearance shall not be 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 the 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

Section 4. EASEMENT FOR ACCESS FOR LANDSCAPING MAINTENANCE:

The Association or those employed by the Association for landscaping maintenance shall have an easement for ingress and egress for such purpose.

Section 5. RESTRICTIVE COVENANTS:

The following restrictive covenants shall apply to the initial phase of "LONGLEAF SUBDIVISION" and such additional phase which may be submitted by amendment to this declaration unless such restrictions are modified in whole or in part by the amendment submitting such additional property.

1. No lot shall be re-divided unless approved by the architectural control committee.

2. Any construction commenced upon any lot in said subdivision shall be completed within twelve (12) months from the date of first delivery of any materials to the site of construction unless an extension thereof is granted by the architectural control committee.

3. No building shall be constructed on any lot within said subdivision except one single family detached dwelling which dwelling shall contain a minimum square feet of floor area, excluding garages and unenclosed porches, such minimum to be established by the architectural control committee on a lot by lot basis in order to harmonize the size of dwellings with the size and topography of the lots within the subdivision.

4. Except for up to 30,000 square feet of non-residential use consistent with the planned unit development as filed with Alachua County, Florida, no trade, business, service professional care, instruction or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the land in this subdivision, nor shall any building erected thereon be used for such purposes, provided, however, that Declarant and/or its successors or assigns may construct, operate and maintain model home centers in the subdivision and provided further that the Board of Directors establishd in Article III, Section 4 of this Declaration may permit home occupation activities with such restrictions and conditions as the Board of Directors shall in its sole discretion determine.".

5. No land in this subdivision, nor any building erected thereon, shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises for residence purposes and the neighborhood wherein said premises are situated.

6. All lots, tracts or parcels of land in this subdivision shall be kept in a good state of repair and appearance, and the property shall be kept correspondent with the maintenance standards of surrounding properties. No waste or damage shall go unrepaired, whether such damage or waste be to the land or the improvements thereon.

7. No animals or pets of any kind shall be kept upon said property or any portion thereof except for ordinary household pets which shall not be a nuisance or annoyance to the neighborhood.

8. No repairs or restoration of any motor vehicle, boat, camper, trailer or other vehicle shall be permitted on any lot in the subdivision unless such repairs are conducted in an enclosed carport or garage, nor shall any commercial truck or commercial van larger than 3/4 tons be parked stored or kept on any lot except in an enclosed carport or garage.

9. Unless approved by the architectural control committee, no outside antennae of any type including but not limited to satellite dishes shall be maintained or constructed on any lot in the subdivision.

10. No "Jungle Gym", playground equipment, doghouse or recreational equipment such as a basketball goal shall be placed upon any lot, provided, however that any such device may be allowed by the Architectural Control Committee in the rear yard at the sole discretion of the Committee.

11. The keeping, maintaining or storing of any recreational vehicle, including a pickup camper, mobile home or travel trailer, either with or without wheels, or any motor boat, house boat, boat trailer, or similar water borne vehicle on any lot covered by these covenants is prohibited unless the same be housed completely within a structure which has been architecturally approved in accordance with these covenants, or unless a special exception has been granted by

Section 3. RULES AND REGULATIONS:

The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate.

Section 4. ENFORCEMENT; RIGHT TO REMOVE OR CORRECT VIOLATIONS:

In the event any lot clearing or landscaping is commenced, or building, fence, wall, mailbox, recreational device or other improvement or structure shall be commenced, erected, moved or maintained (including change of color) upon The Properties, otherwise than in accordance with the provisions and requirements of this Declaration, then the same shall be considered to have been undertaken in violation of this Declaration, and, upon written notice from the Architectural Control Committee such building, fence, wall or other structure or improvement shall be promptly removed or the violation otherwise corrected. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (I5) days notice of such violation delivered to the Owner of the Lot where such violation exists, then the Association shall have the right, through its agents and employees, to secure enforcement as provided in Article XI hereof. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

OBLIGATIONS OF ASSOCIATION AND OWNERS; RESTRICTIVE COVENANTS;

Section 1. OBLIGATIONS OF ASSOCIATION:

The Association shall have the power and authority to and shall promptly perform all duties and obligations imposed upon the Association by the terms of this Declaration.

Section 2. OBLIGATIONS OF OWNERS:

Every Owner of an interest in a Lot shall (in addition to other obligations and duties set out herein):

1. Promptly pay all assessments levied by the Association.

2. Not permit or suffer anything to be done or kept on his Lot which will interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act on his Lot.

3. Conform to and abide by the By-Laws and rules and regulations of the Association.

Section 3. EASEMENT FOR ACCESS AND DRAINAGE:

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for shall be junior and subordinate to the lien of any institutional mortgage (whenever used herein, the term "institutional mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions or mortgage brokers originating mortgages eligible for sale on the secondary market) now or hereafter placed upon any portion of the Properties subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Lot pursuant to the foreclosure of an institutional mortgage, or any proceeding or conveyance in lieu of the foreclosure of such an institutional mortgage, the person who acquires title to the Lot shall not be liable for the share of assessments which became due prior to such acquisition of title as a result of foreclosure. Such unpaid assessment shall be deemed to be a common expense of the Association, collectible from all other Lot Owners, including the person who acquired title to the Lot. Such acquirer of title to the Lot, including the holder of the institutional mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

ARTICLE V

ASSOCIATION FEES

The Association may charge a reasonable fee to a Lot Owner to cover administrative costs when furnishing written statements of status of assessments; upon transfer of ownership of a Lot; or upon providing similar administrative services exclusively for the benefit of an Owner of an individual Lot.

ARTICLE VI

CONTRACTS FOR MAINTENANCE

The Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the landscaping and improvements in order to fulfill and complete its obligations and duties hereunder. In so doing, however, it shall not be relieved of the obligation to see that such repair and maintenance are accomplished.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. IMPROVEMENTS AND ALTERATIONS:

Except for purposes of proper maintenance and repairs wherein exterior colors (including roofing) are not changed, or as otherwise provided in this Declaration, no lot clearing preparatory to construction, no landscaping, or no construction of any building, fence, wall, mailbox or other improvement or structure shall be commenced, erected, placed, moved or maintained upon the Lots or any portion of property conveyed as an appurtenance to a Lot, nor shall any addition to or change or alteration to the exterior or the color thereof be made until sufficient plans and specifications, including landscaping plans and color schedules shall have been submitted to the Architectural Control Committee and unless such have been approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography, and conformity with the design concept for this residential community by the Architectural Control Committee. Such approval or rejection shall be given within 30 days of submission of such plans. Outbuildings or fences of any type may be denied or limited as to location if the Architectural Control Committee deems such to be inconsistent with the appearance of the subdivision in any instance.

Section 2. ARCHITECTURAL CONTROL COMMITTEE:

The initial Architectural Control Committee shall be composed of John W. Greer, III and Thomas W. Williams, Jr. who shall constitute the Architectural Control Committee until the initial Architectural Control Committee assigns and transfers its powers and obligations to the Community Association. Thereafter, the officers of the Association shall constitute the Architectural Control Committee.

expenses otherwise properly included within the annual assessment. Such assessment shall include the amount estimated by the Board to be sufficient for the fulfilling of the Association's obligation for current maintenance and repair of Improvements plus a reasonable reserve for replacement of improvements unless such reserve is waived by a vote of the majority of Owners present at a duly called meeting of the Association, and shall include sums estimated by the Board to be sufficient to pay for all other expenses and obligations of the Association.

Section 4. LANDSCAPING MAINTENANCE ASSESSMENTS:

The lots which are subject to landscaping maintenance shall pay an assessment to cover the cost of such service which shall include the area adjacent to the front lot line to the edge of pavement.

Section 5. SPECIAL ASSESSMENTS:

In addition to the regular assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the defraying, in whole or in part, the cost of any reconstruction or unexpected repair or replacement of improvements. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed the current annual assessment except upon a majority vote of all interests voting at a meeting duly called of members of the Association who are subject to such special assessment.

Section 6. RATE OF ASSESSMENT:

All annual and special assessments shall be levied by the Association in an equal amount for each lot subject to assessment. Any annual assessment shall be prorated for any lot that becomes subject to assessment on other than the anniversary date of each fiscal year with the monthly increment payable each month after assessment for the balance of the fiscal year.

Section 7. DELINQUENT ASSESSMENTS:

If any assessment or monthly increment thereof is not paid on or before ten (l0) days after the date when due, then such amount due shall become delinquent and shall, together a late fee of $10.00 (or such higher amount approved by the Board of Directors) with interest thereon at a rate established by the Association not to exceed the highest rate allowed by law, and costs of collection thereof, including a reasonable attorney's fee, thereupon become a continuing lien on the Lot. The personal obligation of the then Owner to pay such assessment, shall remain his personal obligation for the statutory period, notwithstanding that title to the Lot may be transferred to another with the lien still remaining thereon. If an assessment or monthly increment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter to declare the entire balance of such assessment (including monthly increments on the assessment which have not yet become payable) immediately due and payable, and the entire assessment shall bear interest from the date of delinquency at the rate aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot in the manner and method provided in this Article. The Board of Directors shall have the authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if The Board determines such to be in the best interests of the Association.

Section 8. CERTIFICATE OF PAYMENT:

The Association shall, upon demand at any time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth the status of all assessments applicable to any lot. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If such certificate is not provided to an Owner within thirty (30) days from delivery of written demand from the Owner or Owner's agent delivered to the resident agent for service of process of the Association, then all assessments, liens and charges which have previously become payable shall be presumed conclusively to have been paid. Delivery shall upon the registered agent shall be presumed to have been completed two business days after mailing of such notice by certified mail to the registered agent of the association as shown on the records of the Secretary of State of the State of Florida.

Section 6. DISSOLUTION:

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St Johns River Water Management District prior to such termination, dissolution or liquidation.

Section 7. EXISTENCE AND DURATION:

Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IV

ASSESSMENTS

Section I. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (I) regular assessments or charges; and (2) special assessments for extraordinary repairs; such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs, and reasonable attorney's fees, late fee and fines shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs, late fees and fines and reasonable attorney's fees, shall also be the personal joint and several obligation of the Owners of the Lot assessed at the time when the assessment fell due. The Association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the Public Records of Alachua County which lien shall state the description of the Lot, the name of the record Owner thereof, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

Section 2. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively for payment of operating expenses of the Association, including but not limited to management fees or salaries, legal and accounting fees; beautification and maintenance of improvements and landscaping within the access ways, streets and easement areas; maintenance of grass and shrubbery as set forth in Article II, Section 3 hereof; performance of the duties of the Association as set forth in this Declaration; and for such other things necessary or desirable to promote the recreation, health, safety and welfare of the residents and Owners of Lots subject to this Declaration.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. AMOUNT OF ASSESSMENTS:

The Association shall determine the amount and manner of regular annual assessments by majority vote in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance coverage, if any, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve, and any other items which the Board deems proper. Failure of the Board to include any item in the regular budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, the Board may increase the amount of levy during a fiscal year after the budget has been adopted and the assessment been made if the Board determines that additional monies will be required in order to fund and pay for any

of the Properties the subject of this Declaration and promoting the value thereof. The Association shall hold title to all privately owned cluster open space and all improvements constructed for the use and benefit of the Owners of properties the subject of this declaration who shall be members of the Association. The Association shall establish a budget, make and collect assessments, and take such further action as may be required to further the purposes of the Association for the use and benefit of the Owners and Declarant. The Association shall not be dissolved without the consent of the Alachua County or its successor political subdivision should such occur.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Section 2. MEMBERSHIP:

Declarant, for the period of time that Declarant owns any of the Properties that are the subject of this Declaration, and every other person or entity, including Declarant, who owns a present vested possessory interest in the fee simple title to a Lot, the subject of this Declaration, shall be a member of the Association upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise.

Section 3. VOTING RIGHTS:

Exclusive voting rights in the Association shall be held by the Declarant, its successors or assigns until the first to occur of the following events, at which time voting rights shall inure to every member owning a Lot subject to assessment under this Declaration on the basis of one vote per Lot, to-wit:

1. Upon three months after 90 percent of the parcels in all phases of the community that will ultimately be operated by the homeowners; association have been conveyed to members as described Florida Statutes Title XI Chapter 720; or

2. Upon voluntary transfer of voting rights by Declarant.

Should more than one Owner own a Lot, the vote for such Lot may be cast in any manner such Owners see fit, however, no more than one vote shall be cast per Lot. In case of multiple Lot ownership, a majority of the Owners of the Lot must designate in writing the person authorized to cast the vote for such Lot.

Section 4. MANAGEMENT OF THE ASSOCIATION:

Exclusive management of the Association shall be vested in the Declarant until voting rights inure to the members as set forth above. Upon vesting of voting rights, management shall be vested in a Board of Directors which Board shall consist of no fewer than three members nor more than nine members, the exact number to be determined by majority vote of the members of the Association. The Declarant, during its period of management, and the Board of Directors upon being duly elected, shall manage all of the affairs, policies, regulations and property of the Association, and shall have the power to promulgate and enforce reasonable uniform rules and regulations for the general control, management and operation of the Association for the purposes set forth in this Declaration and in the charter and by-laws of the Association.

Section 5. RESTRICTIONS DURING PERIOD OF MANAGEMENT BY DECLARANT:

During the period of time exclusive voting rights are held by the Declarant, the Declarant shall not adopt a budget nor make an assessment in excess of $900.00 per year prior to assessments effective January 1, 2009. Should funds collected by Declarant create a surplus, such surplus shall be held for the use and benefit of the Lot Owners. Declarant shall pay the cost of any deficit resulting from operations during Declarant's period of control.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT AND MAINTENANCE

Section I. ESTABLISHMENT OF COMMON IMPROVEMENTS:

The developer intends to landscape, erect signage, and/or otherwise beautify the public right of way at the entrance to LONGLEAF SUBDIVISION and to construct such other common improvements as developer deems desirable.

Section 2. MAINTENANCE OF COMMON IMPROVEMENTS:

The Association shall maintain all landscaping and improvements within the dedicated areas which are not otherwise accepted for maintenance under applicable law. The Association shall also maintain any common improvements installed by the Developer, if any. Such maintenance may be accomplished by contract with individuals or companies in the business of providing such maintenance.

Section 3. MAINTENACE OF LANDSCAPING:

The Association shall maintain the landscaping of the area forward of 20 feet to the rear of the front corner of either side of a residential unit constructed upon Lots 1 through 56. Each of these lots shall have a irrigation system installed for such purpose which shall also be maintained by the Association. The owner of each lot shall provide at the owner's expense an unrestricted water supply for the irrigation system. Maintenance of the landscaping shall include mowing, trimming , etc. No landscaping shall be added to any Lot without the approval of the Architectural Control Committee. Any landscaping so approved shall be accepted for Maintenance by the Association.

Section 4. OWNERSHIP OF PRIVATELY OWNED CLUSTER OPEN SPACE:

The Association shall own the privately owned cluster open space.

Section 5. INSURANCE:

The Association may acquire such insurance coverage as the Association determines desirable, and shall maintain such insurance as may be required from time to time by applicable law.

Section 6. ASSESSMENTS FOR OPERATION, MAINTENANCE AND RESERVES:

The Association shall determine a budget for operation of the Association and shall have the power to assess to obtain necessary funds to implement such budget.

Section 7. PAYMENT OF ASSESSMENTS; COMMENCEMENT OF PAYMENT:

Annual assessments shall be paid in equal quarterly installments paid quarterly in advance on the first day of each calendar quarter. A pro-rata annual assessment shall commence on the first day of the first month following conveyance of a lot from the developer, provided however, the developer, in its sole discretion, may delay commencement of assessments to the first day of the first month following issuance of a certificate of occupancy by appropriate governmental authority when a dwelling is constructed on such Lot. The Association may amend the payment schedule of assessments in its discretion to a shorter or longer period, but no more often than monthly nor no less often than annually.

ARTICLE III

ASSOCIATION; FUNCTION, MEMBERSHIP, VOTING

Section I. NON-PROFIT CORPORATION:

LONGLEAF COMMUNITY ASSOCIATION, INC., is a non-profit Florida Corporation organized for the purpose of promoting the health, safety and welfare of the residents and Owners

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2029260 22 PGS
2004 APR 14 08:15 AM BK 2890 PG 855
J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY,FLORIDA
CLERK13 Receipt#185339

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LONGLEAF SUBDIVISION

THIS DECLARATION, made on this 7th day of April 2004, by LONGLEAF, LLC hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Alachua County, Florida, which has been platted as "LONGLEAF SUBDIVISION" according to the plat thereof recorded in Plat Book "24", Pages 88, 89 and 90 of the Public Records of Alachua County, Florida, and

WHEREAS, Declarant intends to use said property to construct single family housing units in accordance with the site plan approved by the Alachua County Planning Authorities, and the laws, regulations, and ordinances applicable to this development, and

WHEREAS Declarant the property which is subject to this Declaration is subject to the jurisdiction of the St. Johns River Water Management District,

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to LONGLEAF COMMUNITY ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida. Copies of the Articles of Incorporation and by-laws are attached as exhibits to this Declaration.

"Properties" shall mean and refer to the real property the subject of this declaration and such additional adjacent properties as may be submitted subject to this declaration.

"Owner" shall mean the record title holder of a Platted Lot as shown on the plat of "LONGLEAF SUBDIVISION" or subsequent phase thereof which is submitted as subject to this declaration.

"Lot" shall mean any of the numbered platted lots of "LONGLEAF SUBDIVISION" or subsequent phase thereof which is submitted as subject to this declaration.

"Declarant" shall mean and refer to LONGLEAF, LLC a Florida Limited Liability Company, or its successors and or assigns.

"Privately owned cluster open space" shall mean that open space shown on the recorded plat designated as "Common Area" or "Common Area and Drainage Easement", or such similar area designated on a subsequent phase of "LONGLEAF SUBDIVISION" which is submitted as subject to this declaration.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by THOMAS A. ROBINSON and THOMAS W. WILLIAMS, JR. as the Managing Members of and on behalf of LONGLEAF, LLC, a Florida Limited Liability Company, who are personally known to me.

_____
Notary Public
My Commission expires:

This instrument prepared by:
Kelley D. Jones, P.A.
1701 N.W. 80th Blvd, Suite 102
Gainesville, Florida 32606

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION SUBMITTING LONGLEAF UNIT IV, PHASE VIII AS ADDITIONAL PROPERTY

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION, made on this ____ day of _____, 2011, by LONGLEAF, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant filed the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION" on April 14, 2004 which Declaration is recorded in Official Records Book 2890, Page 855, as amended by Amendments dated March 22, 2005 and recorded in Official Records Book 3091, Page 1224; dated February 1, 2006 and recorded in Official Records Book 3310, Page 305, as corrected by Corrective Amendment dated February 10, 2006 and recorded in Official Records Book 3316, Page 223, and as amended by Amendments dated January 16, 2008 and recorded in Official Records Book 3732, Page 144 all of the Public Records of Alachua County, Florida and

WHEREAS such Declaration provided that Declarant by amendment may submit additional property of the "LONGLEAF" Development as property subject to such Declaration, and also provides for amendment to such Declaration,

NOW, THEREFORE, Declarant hereby declares that such Declaration be amended to submit "LONGLEAF UNIT IV, PHASE VIII" according to the plat thereof recorded in Plat Book ___, Pages ___, ___ and ___ of the Public Records of Alachua County, Florida as additional property the subject of such declaration with all provisions applicable to "LONGLEAF SUBDIVISION" as set forth in said Declaration to be applicable to the property submitted by this Amendment.

WHEREAS Declarant also hereby declares that the following is added under Article VIII, Section 3 of said Declaration:

2. Lots 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, and 545 of Longleaf Unit IV, Phase VIII, a Planned Unit Development, according to the map of plat thereof as recorded in Plat Book ___, Page ____ of the Public Records of Alachua County, Florida are subject to a Tree Canopy Easement which is recorded in Official Records Book ___, Page ___ of the Public Records of Alachua County, Florida.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Sgned, sealed and delivered
in our presence as witnesses:

LONGLEAF, LLC, a Florida Limited Liability Company

_____

By:_____
Thomas A. Robinson, Managing Member

_____

By:_____
Thomas W. Williams, Jr., Managing Member

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by THOMAS A. ROBINSON and THOMAS W. WILLIAMS, JR. as the Managing Members of and on behalf of LONGLEAF, LLC, a Florida Limited Liability Company, who are personally known to me.

_____
Notary Public
My Commission expires:

This instrument prepared by:
Kelley D. Jones, P.A.
1701 N.W. 80th Blvd, Suite 102
Gainesville, Florida 32606

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION SUBMITTING LONGLEAF UNIT IV, PHASE VII AS ADDITIONAL PROPERTY

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION, made on this ____ day of _____, 2011, by LONGLEAF, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant filed the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGLEAF SUBDIVISION" on April 14, 2004 which Declaration is recorded in Official Records Book 2890, Page 855, as amended by Amendments dated March 22, 2005 and recorded in Official Records Book 3091, Page 1224; dated February 1, 2006 and recorded in Official Records Book 3310, Page 305, as corrected by Corrective Amendment dated February 10, 2006 and recorded in Official Records Book 3316, Page 223, and as amended by Amendments dated January 16, 2008 and recorded in Official Records Book 3732, Page 144 all of the Public Records of Alachua County, Florida and

WHEREAS such Declaration provided that Declarant by amendment may submit additional property of the "LONGLEAF" Development as property subject to such Declaration, and also provides for amendment to such Declaration,

NOW, THEREFORE, Declarant hereby declares that such Declaration be amended to submit "LONGLEAF UNIT IV, PHASE VII" according to the plat thereof recorded in Plat Book ___, Pages ___, ___ and ___ of the Public Records of Alachua County, Florida as additional property the subject of such declaration with all provisions applicable to "LONGLEAF SUBDIVISION" as set forth in said Declaration to be applicable to the property submitted by this Amendment.

WHEREAS Declarant also hereby declares that the following is added under Article VIII, Section 3 of said Declaration:

2. Lot 427, 428, 432, 433, 434, and 435 of Longleaf Unit IV, Phase VII, a Planned Unit Development, according to the map of plat thereof as recorded in Plat Book ___, Page ____ of the Public Records of Alachua County, Florida are subject to a Tree Canopy Easement which is recorded in Official Records Book ___, Page ___ of the Public Records of Alachua County, Florida.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Sgned, sealed and delivered
in our presence as witnesses:

LONGLEAF, LLC, a Florida Limited Liability Company

_____

By:_____
Thomas A. Robinson, Managing Member

_____

By:_____
Thomas W. Williams, Jr., Managing Member

LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB 6079

PLAT BOOK __ ,PAGE __
SHEET TWO OF TWO

LEGEND:

- = FOUND 5/8" IRON ROD & CAP MARKED "PRM LB 6079"
- = SET PERMANENT CONTROL POINT - MAG NAIL (NO LB#)
- = FOUND PERMANENT CONTROL POINT - MAG NAIL (NO LB#)
- = FOUND 1/2" IRON ROD & CAP MARKED "PRM LB 6079"
- = FOUND 1/2" BENDERS MONUMENT MARKED CAC REG. PRM LB 6079 UNLESS NOTED OTHERWISE
- LB = LB# (IDENTIFICATION)
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT-OF-WAY
- P.U.E. = PUBLIC UTILITIES EASEMENT
- D.E. = DRAINAGE EASEMENT
- F.F.E. = FINISHED FLOOR ELEVATION
- MEAS. = MEASURED

SURVEYORS NOTES:

1. BEARINGS ARE COORDINATES SHOWN HEREON ARE GRID BASED ON A VALUE OF S 89°01'16" E FOR THE LINE BETWEEN ALACHUA COUNTY CONTROL DESCRIPTIONS AND COORDINATES OF LAND CONCISE PROJECT STATION 2+34.40 AND 33+1.7.94 FROM A PRIOR SURVEY BY THIS OFFICE UNDER PROJECT NUMBER 00-1006, DATED MARCH 14, 2000. SAID BEARING IS GRID/FIELD, BASED ON THE PUBLISHED COORDINATES.
2. THE ERROR OF CLOSURE FOR THE BOUNDARY OF THIS PLAT DOES NOT EXCEED 1/10,000.
3. BUILDING SETBACKS FOR LOTS 501-550 ARE AS FOLLOWS (UNLESS SHOWN OTHERWISE):
   FRONT = 20'
   FRONT (GARAGE) = 20'
   SIDE = 5'
   SIDE (STREET) = 10'
   REAR = 10'
   *NOTE: THE FRONT BUILDING SETBACK SHALL BE 10' FOR THE BUILDING FACADE AND 20' FOR ANY GARAGE DOOR FACING A STREET.
   BUILDING SETBACKS FOR LOTS 601-630 ARE AS FOLLOWS:
   FRONT = 10'
   FRONT (GARAGE) = 10'
   SIDE = 5'
   SIDE (STREET) = 5'
   REAR = 5'
4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)
   SIDE (STREET) = 5'
   REAR = 5'
5. NO BUILDING SHALL BE CONSTRUCTED WITHIN 3 FEET OF A SANITARY SEWER EASEMENT.
6. CONSTRUCTION OF ALL PRINCIPAL AND MINOR ACCESSORY STRUCTURES IS PROHIBITED WITHIN THE AREAS DESIGNATED AS "CANOPY PROTECTION EASEMENT", SHOWN HEREON. ONLY THE COUNTY ARBORIST IS AUTHORIZED TO DETERMINE WHEN A TREE OR ANY MINOR VEGETATION IS ALLOWED TO BE REMOVED (REGARDLESS OF SIZE). A TREE REMOVAL PERMIT SHALL BE REQUIRED AS OUTLINED IN SECTION 406-11(E). FOR ADDITIONAL RESTRICTIONS, REFER TO THE TREE CANOPY EASEMENT DOCUMENT RECORDED UNDER A SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.
7. PRIOR TO OBTAINING A BUILDING PERMIT FOR LOTS 469 THROUGH 475, AND THROUGH 487 AND 539 THROUGH 545, SEE-TECHNICAL SOIL REPORTS WILL BE REQUIRED TO DETERMINE SOILS SUITABILITY.

SEE SHEET 1 OF 2 FOR ADDITIONAL SURVEYOR'S NOTES AND CERTIFICATIONS

CURVE DATA TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	78.54'	50.00'	90°00'00"	50.00'	70.71'	S 0°48'17" E
C2	117.97'	75.00'	90°07'06"	75.10'	106.18'	S 45°52'51" E
C3	117.83'	75.00'	89°57'51"	74.94'	105.98'	N 44°07'09" E
C4	88.69'	100.00'	50°11'28"	34.62'	85.43'	S 19°54'39" E
C5	56.88'	100.00'	34°11'48"	30.76'	56.80'	S 36°08'36" E
C7	30.89'	100.00'	17°42'09"	15.60'	30.92'	S 62°04'28" E
C8	157.28'	100.00'	90°07'06"	100.21'	141.57'	S 45°52'51" E
C9	39.33'	25.00'	90°07'06"	25.05'	35.39'	N 43°52'51" E
C10	39.27'	25.00'	89°57'51"	24.95'	35.32'	S 44°07'09" E
C11	39.33'	25.00'	90°07'06"	25.05'	35.39'	S 45°52'51" E
C12	39.27'	25.00'	89°57'51"	24.95'	35.32'	N 44°07'09" E
C13	78.44'	50.00'	89°52'53"	49.99'	70.66'	N 44°07'36" E
C14	52.35'	100.00'	29°59'14"	26.83'	51.53'	N 71°08'27" E
C15	39.27'	100.00'	24°07'47"	20.70'	38.99'	N 28°08'21" E
C16	34.76'	100.00'	19°54'51"	17.56'	34.58'	N 9°06'06" E
C17	156.87'	100.00'	89°52'53"	99.79'	141.27'	N 44°07'36" E
C18	78.54'	50.00'	90°00'00"	50.10'	70.78'	S 45°52'51" E
C19	40.25'	50.00'	46°07'17"	21.39'	39.17'	S 21°01'04" W
C20	36.29'	50.00'	43°52'43"	20.14'	37.36'	S 23°52'34" E
C21	14.98'	205.00'	4°11'16"	7.49'	14.98'	N 86°57'51" E
C22	124.10'	205.00'	34°41'06"	64.02'	122.21'	N 67°31'47" E

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 44°10'43" W	34.48'
L2	S 45°48'17" E	24.45'
L3	S 0°48'17" E	25.24'
L4	S 45°48'17" E	21.18'
L5	N 0°48'17" W	102.75'
L6	N 0°48'17" W	7.18'

GRAPHIC SCALE
0 25 50 100

UNPLATTED LANDS

UNPLATTED LANDS

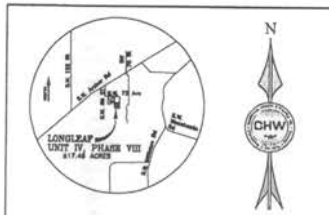
LONGLEAF UNIT IV, PHASE VIII

A PLANNED DEVELOPMENT

LYING IN SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST,
ALACHUA COUNTY, FLORIDA

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
6011 NW 1st Place, Gainesville, Florida 32607
Phone (352) 331-1976 • Fax (352) 331-2476 • www.chw-inc.com
LB-5073

PLAT BOOK ___ ,PAGE ___
SHEET ONE OF TWO



LEGAL DESCRIPTION: (UNIT IV, PHASE VIII – BY THIS SURVEYOR)

A PARCEL OF LAND SITUATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE SOUTH 89°03'34" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 1082.81 FEET TO THE SOUTHEAST CORNER OF LONGLEAF UNIT 4, PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 50 THROUGH 53 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST LINE OF SAID LANDS: (1) THENCE NORTH 30°56'46" WEST, A DISTANCE OF 113.06 FEET; (2) THENCE NORTH 60°49'13" WEST, A DISTANCE OF 80.66 FEET; (3) THENCE NORTH 19°13'23" WEST, A DISTANCE OF 138.49 FEET; (4) THENCE NORTH 00°48'17" WEST, A DISTANCE OF 430.00 FEET; THENCE DEPARTING SAID LANDS NORTH 89°10'43" EAST, A DISTANCE OF 310.00 FEET; THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 23.05 FEET; THENCE NORTH 89°10'43" EAST, A DISTANCE OF 120.00 FEET TO THE WESTERLY LINE OF OPEN SPACE "I"/DRAINAGE EASEMENT, LONGLEAF UNIT III, PHASE II, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGE 17 THROUGH 19 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID OPEN SPACE "I"/DRAINAGE EASEMENT: (1) THENCE SOUTH 00°49'17" EAST, A DISTANCE OF 198.81 FEET; (2) THENCE SOUTH 44°10'43" WEST, A DISTANCE OF 34.45 TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°49'17" EAST, 80.00 FEET; (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY; (4) THENCE SOUTH 45°49'17" EAST, 34.69 FEET; (5) THENCE SOUTH 89°10'43" EAST, A DISTANCE OF 23.24 FEET; (6) THENCE SOUTH 44°49'17" EAST, A DISTANCE OF 21.18 FEET; (7) THENCE NORTH 89°03'34" EAST, A DISTANCE OF 304.76 FEET; (8) THENCE NORTH 00°49'17" WEST, A DISTANCE OF 198.78 FEET; THENCE DEPARTING SAID BOUNDARY OF OPEN SPACE "I"/DRAINAGE EASEMENT, NORTH 89°10'43" EAST, A DISTANCE OF 170.24 FEET; THENCE NORTH 00°49'17" WEST, A DISTANCE OF 3.18 FEET; THENCE NORTH 89°10'43" EAST, A DISTANCE OF 130.00 FEET TO THE EAST LINE OF THE AFOREMENTIONED WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE SOUTH 00°49'17" EAST, ALONG SAID EAST LINE, A DISTANCE OF 318.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 17.46 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE GRID BASED ON A VALUE OF N 89°03'34" E FOR THE LINE BETWEEN ALACHUA COUNTY CONTROL STATIONS 2020 AND 2021 AS DETERMINED BY LAND SURVEYING PROJECT STATION 2020 AND 2021 FROM A PRIOR SURVEY BY CAUSSEAUX, HEWETT & WALPOLE, INC. (PROJECT NUMBER 99-0026, DATED MARCH 19, 2000). SAID BEARING IS IDENTICAL TO THAT OF THE PUBLISHED COORDINATES.
2. THE CLOSURE OF THE BOUNDARY OF THE PLAT DOES NOT EXCEED 1'/10,000'.
3. BUILDING SETBACKS FOR LOTS 501–580 ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)

FRONT = 15'
FRONT (GARAGE) = 20'
SIDE = 5'
SIDE (STREET) = 10'
REAR = 15'

*NOTE: THE FRONT BUILDING SETBACK SHALL BE 10' FOR THE BUILDING FACADE AND 20' FOR ANY GARAGE DOOR FACING A STREET.

BUILDING SETBACKS FOR LOTS 601–630 ARE AS FOLLOWS:

FRONT = 10'
FRONT (GARAGE) = 15'
SIDE = 5'
SIDE (STREET) = 5'
REAR = 15'

4. ACCESSORY BUILDING SETBACKS FOR ALL LOTS ARE AS FOLLOWS: (UNLESS SHOWN OTHERWISE)

SIDE (STREET) = 5'
REAR = 7.5'

5. ALL LOT CORNERS AND PERMANENT CONTROL POINTS SHALL BE SET PER 177.091(9) OF THE FLORIDA STATUTES.
6. BENCHMARKS SHOWN HEREON ARE (NGVD 29) BASED ON BENCHMARK NO. 2 AS SHOWN ON THE PLAT OF WESTSIDE ESTATES DEVELOPMENT PHASE IV, RECORDED IN PLAT BOOK "O", PAGE 4 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, HAVING A PUBLISHED ELEVATION OF 99.73'.
7. THE COMMON AREA AND LOW DENSITY BUFFER SHOWN HEREON WILL BE CONVEYED TO THE LONGLEAF COMMUNITY ASSOCIATION, INC., A FLORIDA CORPORATION, FOR OWNERSHIP, MANAGEMENT & MAINTENANCE BY A SEPARATE DOCUMENT.
8. NO BUILDING SHALL BE CONSTRUCTED WITHIN 5 FEET OF A SANITARY SEWER EASEMENT.
9. CONSTRUCTION OF ALL PRINCIPAL AND SOME ACCESSORY STRUCTURES IS PROHIBITED WITHIN THE AREAS DESIGNATED AS CANOPY PROTECTION EASEMENT (CPE). THE ENVIRONMENTAL PROTECTION AGENCY (EPA) IS AUTHORIZED TO DETERMINE WHICH A TREE OR ANY NATIVE VEGETATION IS ALLOWED TO BE REMOVED (REGARDLESS OF SIZE). A TREE REMOVAL PERMIT SHALL NOT BE REQUIRED AS OUTLINED IN SECTION 406.11(G). FOR ADDITIONAL INTERPRETATIONS, REFER TO THE TREE CANOPY EASEMENT RECORDED UNDER A SEPARATE INSTRUMENT IN THE OFFICIAL RECORDS OF ALACHUA COUNTY, FLORIDA.
10. PRIOR TO OBTAINING A BUILDING PERMIT FOR LOTS 686 THROUGH 693, 695 THROUGH 697 AND 538 THROUGH 548, GEO-TECHNICAL SOIL TESTS WILL BE REQUIRED TO DETERMINE SOILS SUITABILITY.

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN ALL CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

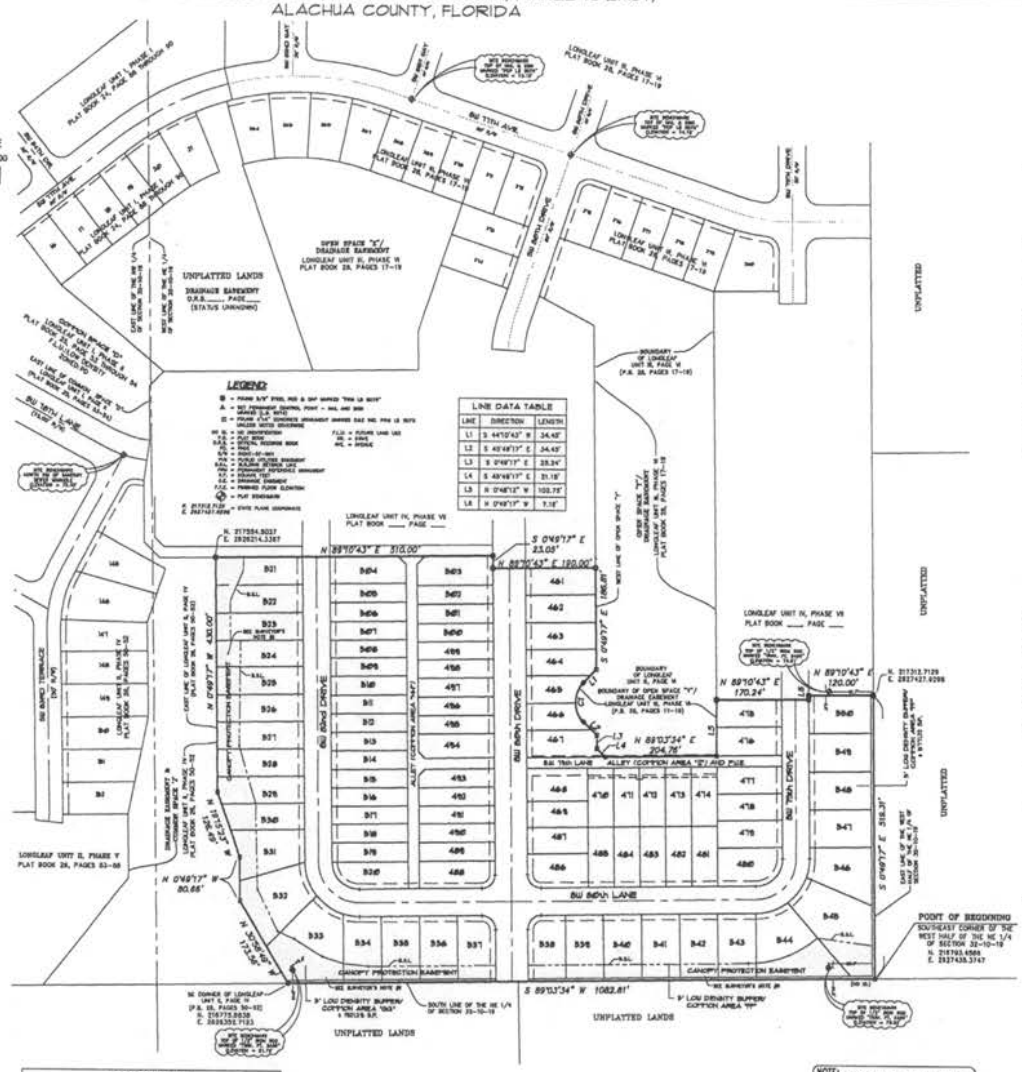
ALL PLATTED UTILITY EASEMENTS ARE ALSO ESSENTIALLY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO CABLE TELEVISION INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS PLAT ENTITLED "LONGLEAF UNIT IV, PHASE VIII, A PLANNED DEVELOPMENT" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE OF THE DESCRIBED LANDS, UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT AND SURVEY COMPLIES WITH ALL REQUIREMENTS AS SET FORTH IN CHAPTER 177 PART 1 FLORIDA STATUTES.

DATE

STACY A. HALL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 3784
CAUSSEAUX, HEWETT, & WALPOLE, INC.
6011 NW 1ST PLACE – GAINESVILLE, FL 32607
LICENSED BUSINESS NO. 5073



OWNER'S CERTIFICATION AND DEDICATION

GLADSER TRACT INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF "LONGLEAF UNIT IV, PHASE VIII, A PLANNED DEVELOPMENT", AS DESCRIBED HEREON AND DOES HEREBY DEDICATE THE STREET RIGHTS-OF-WAY FOR THE USE OF THE PUBLIC; AND DOES HEREBY DEDICATE THE PUBLIC UTILITY EASEMENTS TO THE USE OF THE PUBLIC FOR THE PURPOSE OF UTILITY INSTALLATION AND MAINTENANCE; AND DOES HEREBY DEDICATE THE DRAINAGE EASEMENTS TO THE USE OF THE PUBLIC FOR THE RIGHT TO DISCHARGE STORMWATER WITH THE PUBLIC'S RESPONSIBILITY FOR MAINTENANCE LIMITED ONLY TO THE INTEGRITY OF THE STRUCTURAL PORTION OF THE SYSTEM.

WITNESS ___ MANAGING MEMBER OF GLADSER TRACT INVESTMENTS, LLC
THOMAS A. ROBINSON

WITNESS

STATE OF FLORIDA-COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, THOMAS A. ROBINSON, MANAGING MEMBER – GLADSER TRACT INVESTMENTS, LLC, KNOWN TO ME TO BE THE PERSON HEREIN DESCRIBED AND ACKNOWLEDGED THAT HE EXECUTED THIS INSTRUMENT AS HIS FREE ACT AND DEED, WITH FULL AUTHORITY TO DO SO FROM GLADSER TRACT INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF ___ A.D. 2011

NOTARY PUBLIC-STATE OF FLORIDA

COMMISSION EXPIRES:

COMMISSION NO. :

MORTGAGEE'S APPROVAL

MERCHANTS AND SOUTHERN BANK AS MORTGAGEE, HOLDER OF THOSE CERTAIN MORTGAGES AS RECORDED IN (1) OFFICIAL RECORDS BOOK 2998, PAGE 1990, AS ASSIGNED TO CITY NATIONAL BANK BY ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 3357, PAGE 1488 AND AS MODIFIED BY MORTGAGE MODIFICATION & SPREADING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2892, PAGE 127; AS FURTHER ASSIGNED TO MERCHANTS AND SOUTHERN BANK BY ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 3444, PAGE 247; (2) OFFICIAL RECORDS BOOK 2852, PAGE 577; AS ASSIGNED TO MERCHANTS AND SOUTHERN BANK BY ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 3430, PAGE 45, ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED:___ MORTGAGEE: MERCHANTS AND SOUTHERN BANK

WITNESS ___ ADDRESS:

WITNESS ___ BY:

TITLE:

STATE OF FLORIDA-COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, ___ WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF ___ A.D. 2011

MY COMMISSION EXPIRES: ___ NOTARY PUBLIC-STATE OF FLORIDA

MORTGAGEE'S APPROVAL

ALARION BANK AS MORTGAGEE, HOLDER OF THAT CERTAIN MORTGAGE AS RECORDED IN OFFICIAL RECORDS BOOK 2890, PAGE 881; AS MODIFIED BY MORTGAGE MODIFICATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3167, PAGE 1186; AS ASSIGNED TO ALARION BANK BY ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 3441, PAGE 70, ALL OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, DOES HEREBY CONSENT AND AGREE TO THE PLATTING OF THE LANDS ENCOMPASSED IN THIS PLAT AND TO THE DEDICATION SHOWN HEREON.

DATED:___ MORTGAGEE: ALARION BANK

WITNESS ___ ADDRESS:

WITNESS ___ BY:

TITLE:

STATE OF FLORIDA-COUNTY OF ALACHUA

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, ___ WHO HAS/HAVE PRODUCED A FLORIDA DRIVER'S LICENSE AS IDENTIFICATION AND WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED SAID INSTRUMENT FOR THE USE AND PURPOSE HEREIN EXPRESSED, AND DID TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF ___ A.D. 2011

MY COMMISSION EXPIRES: ___ NOTARY PUBLIC-STATE OF FLORIDA

CERTIFICATION AND APPROVAL FOR ALACHUA COUNTY, FLORIDA

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF ALACHUA COUNTY'S ORDINANCES AND REGULATIONS AS FOLLOWS:

SURVEYING REQUIREMENTS: ___ DATE ___ COUNTY SURVEYOR

ENGINEERING REQUIREMENTS: ___ DATE ___ COUNTY ENGINEER

FORM AND LEGALITY: ___ DATE ___ COUNTY ATTORNEY

APPROVED BY ALACHUA COUNTY: ___ DATE ___ CHAIR, ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

RECEIVED AND FILED FOR RECORD ON THIS ___ DAY OF ___ A.D. 2011

CLERK ___ DEPUTY CLERK

Exhibit A
Plat of Property with Canopy Protection Easement Depicted

DRAFT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of _____, 20__, by _____, who is personally known to me OR who has produced _____ as identification.

_____
Notary Public, State of Florida at Large.

My Commission Expires:

_____

Serial No._____

.

DRAFT

waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Easement.

Section 6. Grantee's Liability. This Easement does not impose any liability on Grantee for third party injuries that may occur on the Property, except with respect to claims that may result from the negligence of the Grantee or any of its respective elected or appointed officials, employees, agents or representatives.

Section 7. 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 natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

Section 8. Recordation. Grantor shall record this Easement in timely fashion in the Official Records of Alachua County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Easement in the public records.

Section 9. Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Easement on the day and year first above written.

Witnesses:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Grantor:

_____
Signature

_____
Printed Name

the Architectural Control Committee.

12. All driveways and parking areas must be constructed of asphalt, concrete, interlocking pavers, or similar material approved by the architectural control committee. Drives must be paved to the curb line and shall be continuously paved in any area meant for driving or automobile storage. No motor vehicle shall be parked, stored or otherwise left on any unpaved area.

13. No trailer, tent, garage, or other outbuilding erected shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

14. When each lot shall be for sale, only one "For Sale" sign no larger than 6 square feet will be permitted for each lot, provided however, a builder or real estate broker may, with approval of the Architectural Control Committee, erect a sign of up to 32 square feet to advertise a newly constructed property for sale during the construction and sales period. No "For Rent" or similar signs shall be permitted.

15. Garbage cans and containers shall be screened from view and placed out for pick-up only the day of pick-up and removed from the street on the same day.

16. Painted areas shall not be allowed to peel or become weather-beaten and shall be regularly repainted. Exteriors shall not be allowed to become mildewed or stained. Any damaged portions shall be promptly repaired.

17. Heat pumps, air conditioners, water softener devices are to be shielded from view from curb in front of homes.

18. Garage doors shall be kept closed except when required to be open for the purpose of ingress or egress and/or when an owner is present in the immediate area.

19. Nothing herein shall be interpreted to prevent the Declarant and/or its successors or assigns developing the property from using the property owned and/or controlled by them in such manner as they determine to be reasonably necessary or advisable for the conduct of their business, or in connection with the construction and maintaining of structures on said property, (including model home centers) and establishing the property as a residential community.

20. Any present or future owners of land covered by these restrictions shall have the right of enforcement by appropriate judicial proceeding and may recover damage suffered as a result of violation including reasonable attorneys fees in enforcement proceedings.

21. All and each of the restrictive conditions and covenants provided for in this section shall continue in force from the date of this instrument until 1 January, 2012 A. D. After this date these covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE IX

Section 1. COVENANT COMMITTEE:

The Association shall appoint a COVENANT COMMITTEE of not less than 3 nor more than 7 members once the developer has turned over control to the Association, which shall be empowered to enforce the restrictive covenants and other obligations of the Owners set forth in Article VIII of this Declaration on behalf of the Association. In the event the COVENANT COMMITTEE is vacant, the Board of Directors shall serve as the COVENANT COMMITTEE.

Section 2. NOTICE AND HEARING OF ALLEGED VIOLATION:

The COVENANT COMMITTEE shall notify any Owner of any alleged violation in writing by mailing a copy of said notice first class mail to the Owner at the address as shown on the records of the Association, or by delivery of a copy of such notice to the Property. Such notice shall specify the following:

1. The nature of the alleged violation.

2. The action required to correct the alleged violation along with any penalty to be assessed for the violation.

3. The time within which such action to correct the violation must be taken by the Owner.

4. The time and place of the next meeting of the COVENANT COMMITTEE at which alleged violations which are controverted by the Owner will be heard and the time, place, and person upon whom notice of a requested hearing must be given.

The Owner must either correct the alleged violation within the time specified in the notice or give written notice within the time specified in the notice that the matter is contested and a hearing is requested at the next meeting of the COVENANT COMMITTEE. The Owner may present any material or circumstances concerning the alleged violation that the Owner wishes the COVENANT COMMITTEE to consider at or prior to the meeting date specified. In the event that no written material for consideration by the COVENANT COMMITTEE is submitted nor a written request for hearing is submitted as provided for in the notice within the time specified within the notice, the alleged violation shall be deemed admitted by the Owner. The time imposed for correction of an alleged violation may be extended for good cause shown at the discretion of the COVENANT COMMITTEE, and shall be extended through the date of hearing and any appeal properly applied for by the Owner under the provisions of this Article.

Section 2. FINES AND OTHER SANCTIONS MAY BE IMPOSED BY THE COVENANT COMMITTEE:

The COVENANTS COMMITTEE may impose fines upon an Owner for violations based upon the following:

1. Initial violation, maximum $100.00.

2. Second violation, of the same Owner, maximum $250.00.

3. Third and subsequent violations of the same Owner, maximum $500.00 per violation.

4. Fourth and subsequent violations for the same Owner, maximum $1,000.00 per violation.

5. Additional amounts for continuing violations not corrected within time imposed for abatement or extension thereof, maximum per day after expiration of corrective period: $25.00.

All fines imposed by the COVENANTS COMMITTEE are subject to review by the Board of Directors of the Association upon the written request of the affected Owner to the Board of Directors made within 15 days from the levy of such fine. If no such request is made within said 15 day period, it shall be presumed that the Owner has consented to the imposition of the fine as levied.

All fines shall be the personal obligation of the Owner, and shall be treated as a special assessment against the property the subject of the violation.

Section 3. APPEAL FROM DECISIONS OF THE COVENANT COMMITTEE:

All actions of the COVENANT COMMITTEE shall be subject to review by the Board of Directors of the Association provided a timely request for the review is made by the affected Owner. Except as otherwise provided herein, a request for review must be made by the affected Owner within 15 days from the date the decision in question is made by the COVENANTS COMMITTEE.

Section 4. REMEDIES NOT EXCLUSIVE:

The remedies provided for in this Article IX are cumulative, and are in addition to all other sanctions and remedies provided for in this Declaration and available at law or in equity.

ARTICLE X

AMENDMENTS AND MODIFICATIONS

Section 1. AMENDMENT BY DECLARANT:

As long as the Declarant owns property the subject of this Declaration, the Declarant reserves and shall have the sole right (a) to amend this Declaration; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building site from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restrictions lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to vacate and terminate the terms, conditions, obligations and liens created by this Declaration with respect to any Properties owned by Declarant upon which there exists no substantially completed structure. As long as Declarant retains the right to amendment the amendment of this Declaration will require the prior approval of the Federal Housing Administration or the Veteran's Administration if either holds any interest in a Lot.

Section 2. AMENDMENT BY OWNERS:

Except as to provisions relating to amendment and modification as set forth herein regarding certain specific items and the method of amending or altering same; any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least two-thirds of the Lots subject to this declaration may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the public records of Alachua County, Florida, or Owners may propose amendments in whole or in part as set forth in the following paragraph, provided, however, that for so long as the Declarant shall own any Lots subject to this Declaration for sale in the ordinary course of business any such amendment shall require the approval and joinder of the Declarant in order to become effective.

A proposed amendment may be instituted by the Declarant, the Association, or by petition signed by the owners of twenty of the Lots. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain the time and place of said meeting. The amendment, if passed by a majority vote of a quorum in attendance, shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such amendment when an executed copy thereof is recorded in the Public Records of Alachua County, Florida.

Section 3. AMENDMENTS ALTERING STORMWATER OR SURFACE WATER PROVISIONS:

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District.

ARTICLE XI

REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or thereafter provided by law. The failure of the Declarant, its successors or

assigns or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. In the event the Declarant or the Association shall prevail upon such proceeding for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the Declarant or the Association in the prosecution of such proceeding, including reasonable attorney's fees, and the Declarant or Association shall be entitled to place a lien upon the property owned by such member, as provided in Article IV hereof to secure payment of such sums, should the member fail to pay such costs and expenses within thirty (30) days from the entry of the judgment or injunction.

ARTICLE XII

SPECIAL TAXING DISTRICT

No agency of government will be requested to assume maintenance of the improvements constructed or of the landscaping and beautification in the right of way; however, if for any reason it should become necessary that a public agency maintain such areas, or otherwise expend public funds, such costs shall be due and payable by individual Owners of Lots the subject of this declaration, and, if unpaid, shall become a lien on the Lot owned by such delinquent Owner.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. INVALIDATION:

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

Section 2. ENFORCEMENT OF STORMWATER OR SURFACE WATER PROVISIONS:

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 3. COMPLIANCE WITH DEVELOPMENT PLAN:

1. The Owners Association shall not use non-native materials known to be invasive in North Central Florida or Alachua County in the common areas of the Development. The Owners Association recommends against the use of such materials by homeowners.

2. Sodding of landscape areas within the common areas of the Development shall be with and provided by sources that are certified "noxious weed free" by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry. The Owners Association recommends the use of such materials by homeowners.

3. Mulching and soil amendment of landscape areas with common areas shall not use wetland-derived materials such as bald cypress or pond express for mulching, and peat or muck for soil amendment. The Owners Association recommends against the use of such materials by homeowners.

Section 4. ASSOCIATIONS OBLIGATIONS REGARDING SURFACE WATER AND STORMWATER MANAGEMENT:

1. The association shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Management District permit No. 40-001-89007-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

2. The Association shall levy and collect adequate assessments against members of the

association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 5. DURATION:

The covenants, restrictions and provisions of this Declaration shall run with and bind the land, and unless specified otherwise herein, shall bind the land in perpetuity and shall inure to the benefit of the Declarant, the Owners, and their respective legal representatives, unless terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring lives shall be those lives of the persons executing this Declaration on behalf of the Declarant.

Section 5. SECTION HEADINGS:

The section headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 6. CONSTRUCTION AND INTERPRETATION:

The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

(Print name)

Charles A. Williams, Jr.

(Print name) Paul Bowers

LONGLEAF, LLC

By: _____
THOMAS A. ROBINSON, Managing Member

By: _____
THOMAS W. WILLIAMS, JR., Managing Member

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged by THOMAS A. ROBINSON and THOMAS W. WILLIAMS, JR. as the managing members of LONGLEAF, LLC a Florida Limited Liability Company on behalf of such company, who are personally known to me this 8th day of April 2004.

_____
NOTARY PUBLIC.

INSTRUMENT # 2029260
22 PGS

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 NOV 25 AM 8:05

ARTICLES OF INCORPORATION

OF

LONGLEAF COMMUNITY ASSOCIATION, INC.

In order to form a corporation not for profit under and in accordance with the Statutes of the State of Florida, the undersigned hereby promulgate the following articles of incorporation for the purposes set forth:

ARTICLE I

The name of the Corporation shall be LONGLEAF COMMUNITY ASSOCIATION, INC.

ARTICLE II

The Corporation shall become effective upon proper filing with the Secretary of State and shall exist perpetually or until otherwise dissolved in accordance with the laws of the State of Florida.

ARTICLE III

The purpose of this Corporation is to carry out the functions and duties of the "ASSOCIATION" as such are defined and set out in the Declaration of Covenants, Conditions and Restrictions for LONGLEAF SUBDIVISION as such declaration is recorded in the Public Records of Alachua County, Florida and as such are amended from time to time in accordance with the provisions thereof. Such purpose shall, without limitation, include:

1. Management and maintenance, operation and care of real and personal property which are owned by the association or the owners in common.

2. To fix and make assessments and collect the assessment by any lawful means.

3. To borrow money.

4. To use and expand the proceeds of assessments and borrowings in a manner consistent with the purposes for which this association if formed.

5. Review plans and specifications of proposed improvements whether they comply with the "DECLARATION OF COVENANT AND RESTRICTIONS FOR LONGLEAF COMMUNITY ASSOCIATION".

6. Purchase and maintain insurance.

7. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and association property.

8. To contract for services with others.

9. To do and perform anything required by these articles, the bylaws, or the declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of Owner.

10. To do and perform any obligations imposed upon the association by the declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these articles, the bylaws and the declaration.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the association. Rather, the association will have and exercise all the powers conferred upon associations so formed.

INSTRUMENT # 2029268
22 PGS

ARTICLE IV

Every person or entity who owns a present vested possessory interest in the fee simple title to a Lot in LONGLEAF SUBDIVISION as recorded in the Public Records of Alachua County, shall be a member of the Corporation upon recording of a deed of conveyance in such Lot among the public records of Alachua County, Florida. Membership of Lot Owners shall terminate upon conveyance of such interest, whether by deed, operation of law, or otherwise. Membership will be appurtenant to, and may not be separated from the ownership.

ARTICLE V

The initial principal office of the Corporation shall be 5800 N.W. 39th Avenue, Gainesville, Florida 32606 and the name of the initial Resident Agent for service of process for the corporation at such address is Paul Bowers..

ARTICLE VI

The affairs of this Corporation shall be managed by a Board of Directors, the number and qualifications of which shall be set forth in the by-laws of the corporation, which number shall not be less than three. The initial board of directors shall consist of the following:

NAME:	ADDRESS:
JOHN W. GREER, III	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606
THOMAS W. WILLIAMS, JR.	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606
PAUL BOWERS	5800 N.W. 39th Avenue, Suite 101, Gainesville, Fl. 32606

ARTICLE VII

The name and address of the subscriber to these Articles of Incorporation is PAUL BOWERS 5800 N.W. 39th Avenue, Suite 101, Gainesville Florida, 32606.

ARTICLE VIII

The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles or the Declaration of Covenants, Conditions and Restrictions of LONGLEAF SUBDIVISION as such are recorded in the Public Records of Alachua County, Florida and as such are amended from time to time.

ARTICLE IX

The By-Laws of the Corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws. The bylaws will be adopted and may be amended by the Directors or members, consistent with these articles and the declaration

ARTICLE X

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such are incurred, except, in such cases wherein the Director or Officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

Voting rights in the Association shall be in accordance with the Declaration of Covenants, Conditions and Restriction for LONGLEAF SUBDIVISION as such are recorded in the Public Records of Alachua County, Florida.

INSTRUMENT # 2029260
22 PGS

ARTICLE XII

EXECUTED at Gainesville, Florida by the undersigned incorporator this 21st day of November, 2003.

Paul Bowers
PAUL BOWERS

ACCEPTANCE OF RESIDENT AGENT

The undersigned hereby accepts designation as Resident Agent for service of process for LONGLEAF COMMUNITY ASSOCIATION, INC.

Paul Bowers
PAUL BOWERS

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 21st day of November, 2003, by PAUL BOWERS [___] who has/have produced Driver('s) License(s) issued within 5 years from date as identification and who did not take an oath; OR [X] who is/are personally known to me and who did not take an oath; OR [___] who produced Other:_____, (type of identification) as identification and who did not take an oath.

Donna M Gilley
Notary Public
Printed Name:_____
Commission No.:_____
My Commission expires:_____

Donna M. Gilley
MY COMMISSION # DD229494 EXPIRES
July 7, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 NOV 25 AM 8:05

INSTRUMENT # 2029260
22 PGS

BY-LAWS

OF

LONGLEAF COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LONGLEAF COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 5800 N.W. 39th Avenue, Suite 101, Gainesville, Florida, 32606 but meetings of members and directors may be held at such places within Alachua County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for LONGLEAF and all amendments thereto, applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Alachua County, Florida.

Section 2. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and the Articles of Incorporation of the Association.

Section 3. The definitions as set forth in the "Declaration are adopted for purposes of these By-Laws.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on November 1 of each year, with the first such meeting to be held on November 1, 2004 and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M. If the day for the annual meeting of the members is a legal holiday, Saturday or Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. Special Meetings. Special meeting of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are currently entitled to vote one-third (1/3) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, The Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting,

the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, or such members may re-notice the meeting, in which case the quorum requirement shall be one-half of the quorum requirement for the previously noticed meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his property which entitled such member to vote.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years. Thereafter, one director shall be elected annually for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be fulfilled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless such procedure is waived by a majority of the members voting at the meeting held for that purpose. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration specifically including establishing the manner and frequency of any assessments levied by the Association and requiring reasonable maintenance of each dwelling unit by its Owner;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot;

(2) send written notice of each assessment to every Owner subject thereto; and

(3) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer or agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause any officers or employees having fiscal responsibilities to be bonded, if the Board determines the bonding should be required;

(g) cause the maintenance required of the Association by the Declaration to be accomplished without undue delay.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section

4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall execute on behalf of the corporation all leases, mortgages, deeds and other written instruments.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association if any, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall execute all checks and promissory notes on behalf of the Association; keep proper books of account; cause an annual audit of the Association books to be made as determined by the Board of Directors; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

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ARTICLE XII

CORPORATE SEAL

At its option, the Association may have a seal in circular form having within its circumference the words: LONGLEAF COMMUNITY ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, altered or rescinded after proposal by a majority of the Board of Directors and approved by affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purposes.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December, of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the LONGLEAF COMMUNITY ASSOCIATION, INC., have hereunto set our hands and seals as of the 7th day of April 2004.

THOMAS A. ROBINSON

THOMAS W. WILLIAMS, JR.

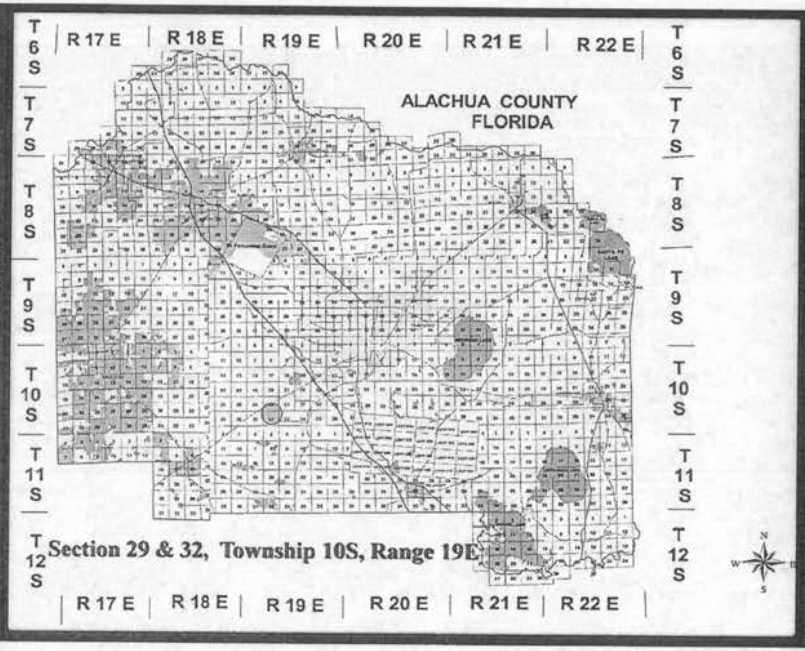
PAUL BOWERS

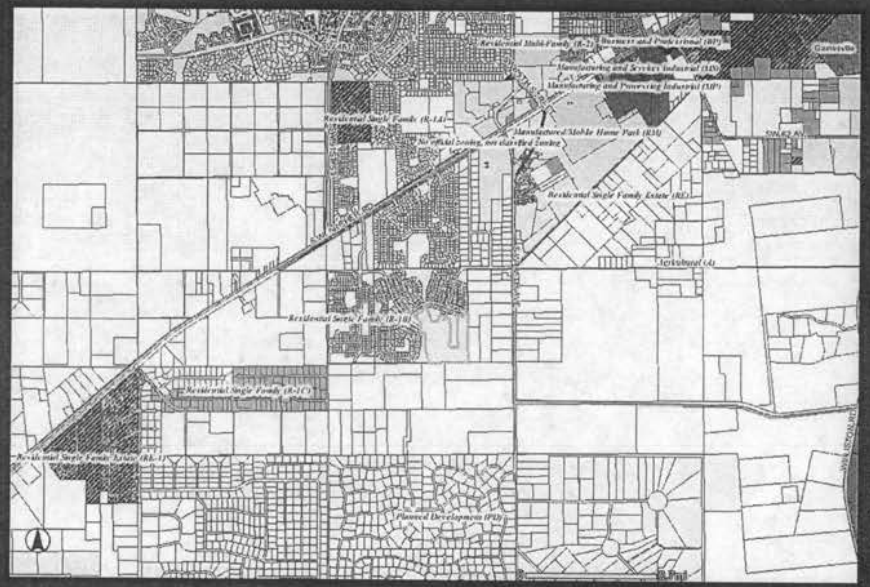
Alachua County
Plat Review – Longleaf PD
Unit IV, Phases VII & VIII
April 12, 2011

Alachua County, Florida

Longleaf PD – Unit IV
Phases VII & VIII

- Containing 157 lots on 30.18 acres
- Section 29 & 32, Township 10S, Range 19E
- Tax Parcel No. 07098-000-000
- 8000 Block of SW Archer Road
- Causseaux, Hewett, & Walpole, Inc. - Agent
- DRC Recommendation (March 17, 2011):
  Approve the final plat





Location

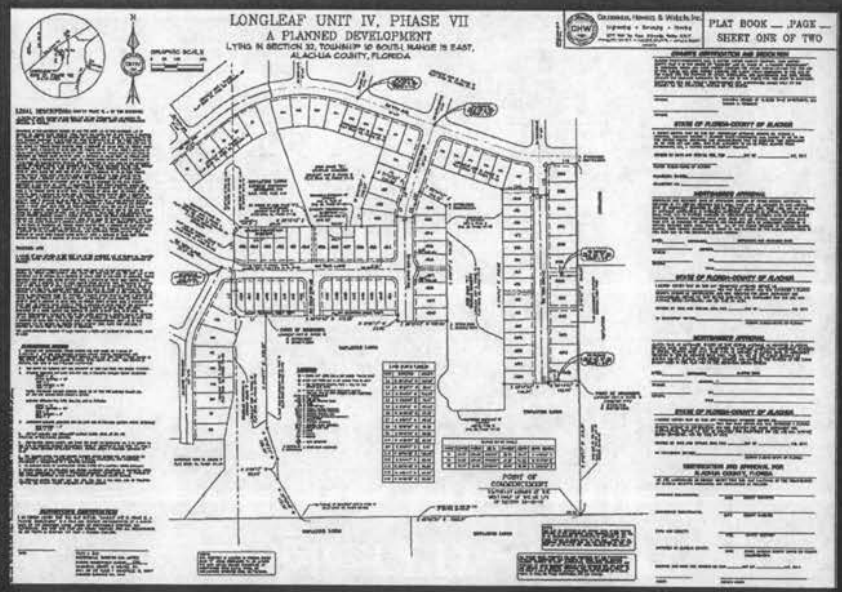
PD Aerial

Longleaf PD – Unit IV Phases VII & VIII

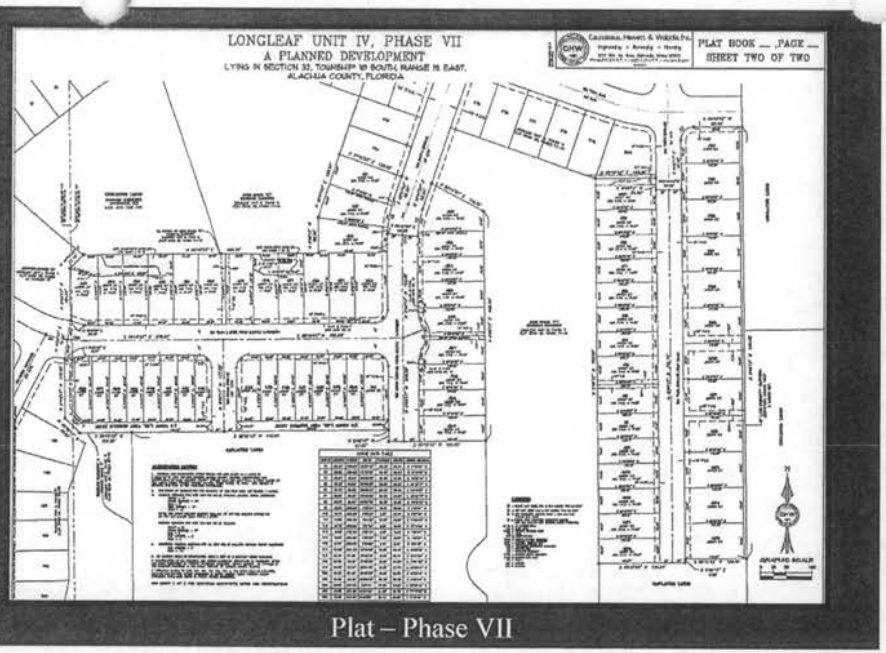
- These phases are consistent with the Zoning Master Plan previously approved by the Board of County Commissioners
- Future Land Use:
  - Low Density Residential (1 – 4 Dwelling Units/Acre)
- Zoning:
  - "PD" (Planned Development)

Longleaf PD – Unit IV Phases VII & VIII

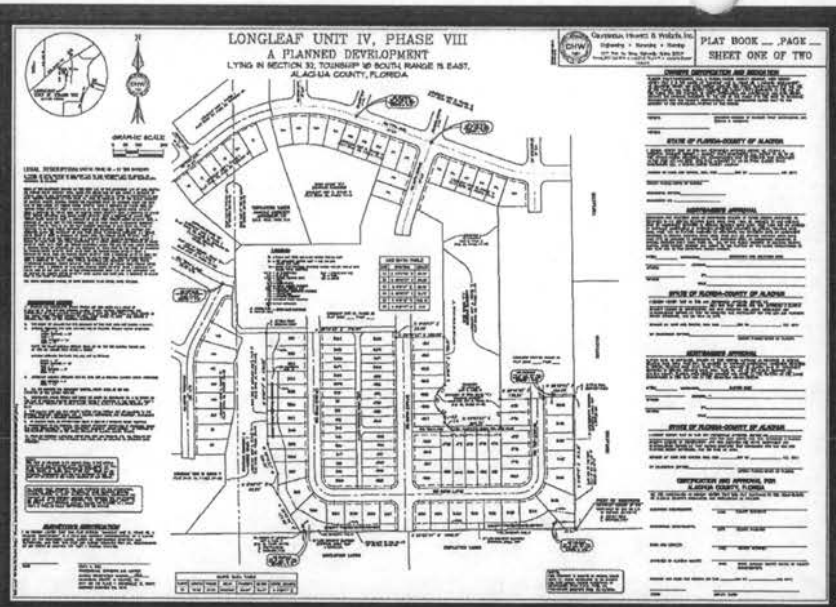
- The Longleaf PD was approved for a total of 550 Residential Units on 162.27 acres for a gross density of 3.39 dwelling units per acre and up to 30,000 sq. ft. of non-residential floor area at buildout.
- A total of 393 residential units and an Amenity Center have been approved to date.
- Phases VII and VIII consists of 157 single family dwelling units with a density of 5.2 dwelling units per acre.
- Overall density requirements have been met.



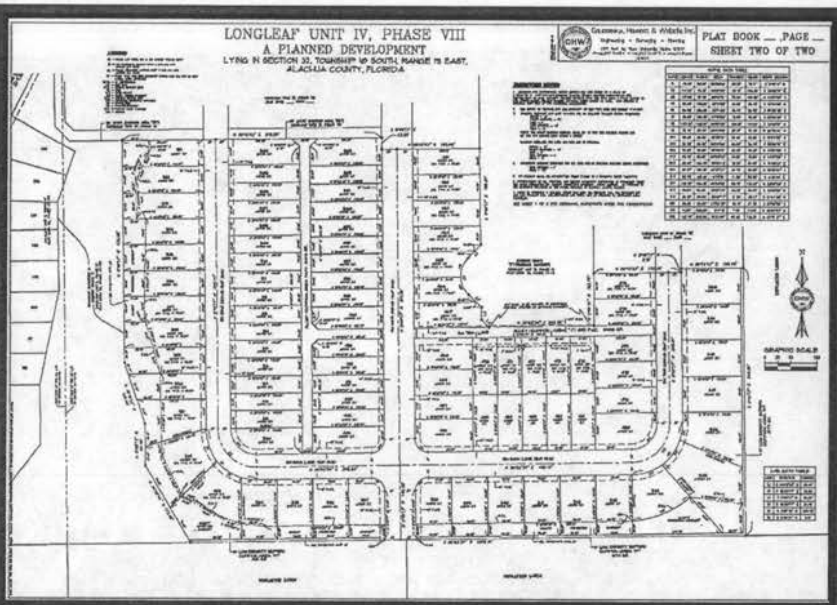
Plat – Phase VII



Plat – Phase VII



Plat – Phase VIII



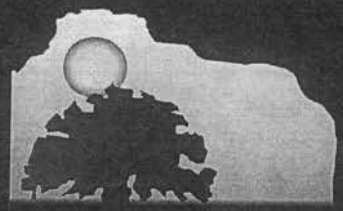
Plat – Phase VIII

Recommend Approval of the Plats for Longleaf PD – Unit IV Phases VII & VIII

- DRC recommends approval of the summary item
- Plat found to be consistent with policies of the Comprehensive Plan
- Plat found to be in compliance with provisions of the Unified Land Development Code

That Completes the Staff Presentation & Comments

Questions?



April 12, 2011 Regular BoCC Meeting
Agenda Item #27

Title
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 Attached Resolutions to add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Recommendation
Adopt the Attached 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 Resolutions.

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 Mill Creek Preserve to the Alachua County Registry of Protected Public Places. Exhibit 3: Resolution adding Northeast Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 4: Resolution adding Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places. Exhibit 5: Resolution adding Sweetwater Preserve to the Alachua County Registry of Protected Public Places. Exhibit 6: Resolution adding Phifer Flatwoods Preserve to the Alachua County Registry of Protected Public Places. Exhibit 7: Memo from County Attorney to BoCC. Exhibit 8: Ordinance 08-016 placing Protection of County-Owned Lands Acquired or Used for Conservation, Recreation, or Cultural Purposes Referendum on 2008 Ballot.

Documents Requiring Action
Resolutions adding Barr Hammock Preserve, Mill Creek Preserve, Northeast Flatwoods Preserve, Phifer Flatwoods Preserve, Sweetwater Preserve, and Watermelon Pond Preserve to the Alachua County Registry of Protected Public Places.

Executive Summary
ITEM CONTINUED FROM MARCH 22, 2011. 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 - 6) and add the second 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 7) 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 8) 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 Referenda 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. On March 22, 2011, the BoCC placed three of nine projects on the Registry. The Commission directed staff to return at the next available meeting with the remaining six for re-consideration. These are the six projects attached. Exhibits 1-6 describe the second batch of Alachua County Forever sites that are ready for the registry. This batch encompasses 10 separate acquisitions. Each site has a unique Registration document (Exhibit A to Exhibits 1-6) 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 future meetings. 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 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 agancies are coordinating on the design and the City design team is investigating the feasibility of an entrance feature on or adjacent to the Bishop & 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 5 Sweetwater Registry Reso.pdf
Attachment: Exhibit 8 Ordinance 08 016.pdf
Attachment: BoCC110412 registry.pptx
Attachment: Exhibit 2 Mill Creek Registry Reso.pdf
Attachment: Exhibit 3 Northeast Flatwoods Registry Reso.pdf
Attachment: Exhibit 6 Phifer Registry Reso.pdf
Attachment: Exhibit 1 Barr Hammock Registry Reso.pdf
Attachment: Exhibit 4 Watermelon Pond Registry Reso.pdf

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.

WPW 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 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."

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."

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:

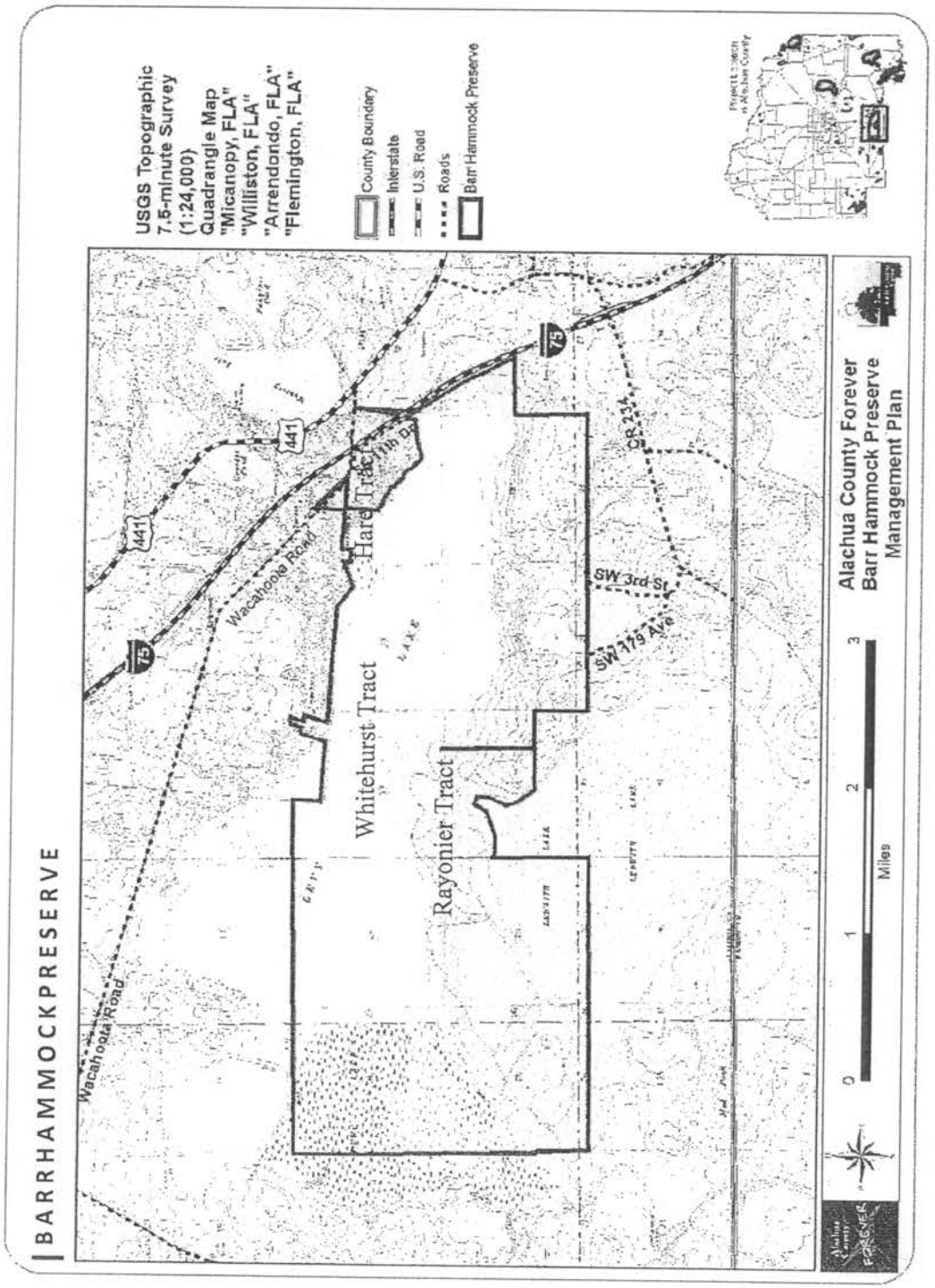
Begin at a found 4"x4" concrete monument at the Southeast corner of Section 28, Township 11 South, Range 20 East, all lying in Alachua County, Florida; thence on the South line of the Southeast 1/4 of said Section 28, S 89°13'35" W, a distance of 2661.31 feet to a set 4"x4" concrete monument stamped 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



32 B

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 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 _____ 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. 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: _____

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:

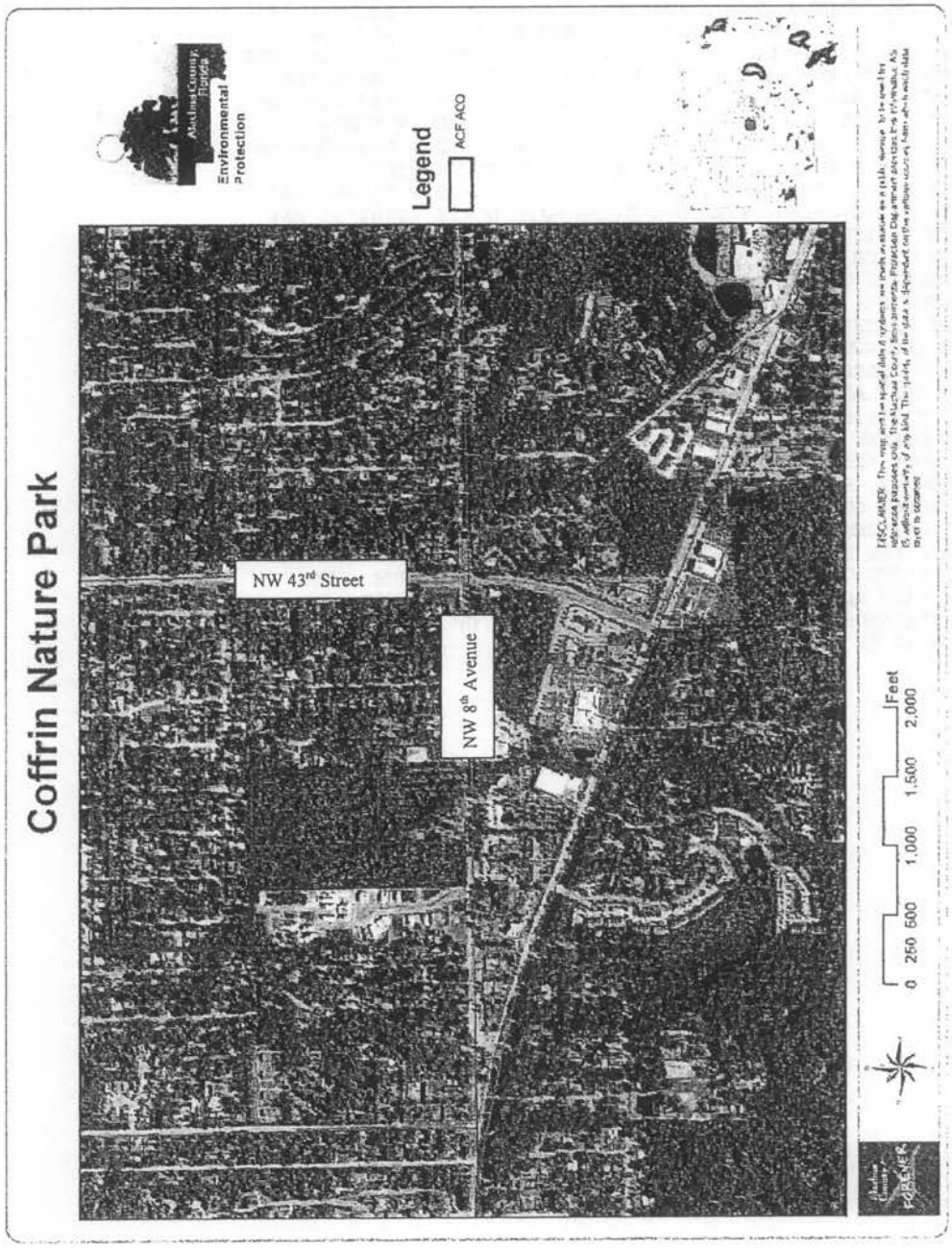
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 19 EAST; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 34 A DISTANCE OF 1375.00 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE NORTH 00°09'00" WEST A DISTANCE OF 50.00 FEET TO A FOUND 5/8" REBAR & CAP MARKING THE INTERSECTION WITH 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 FOOT 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



32H

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

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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.

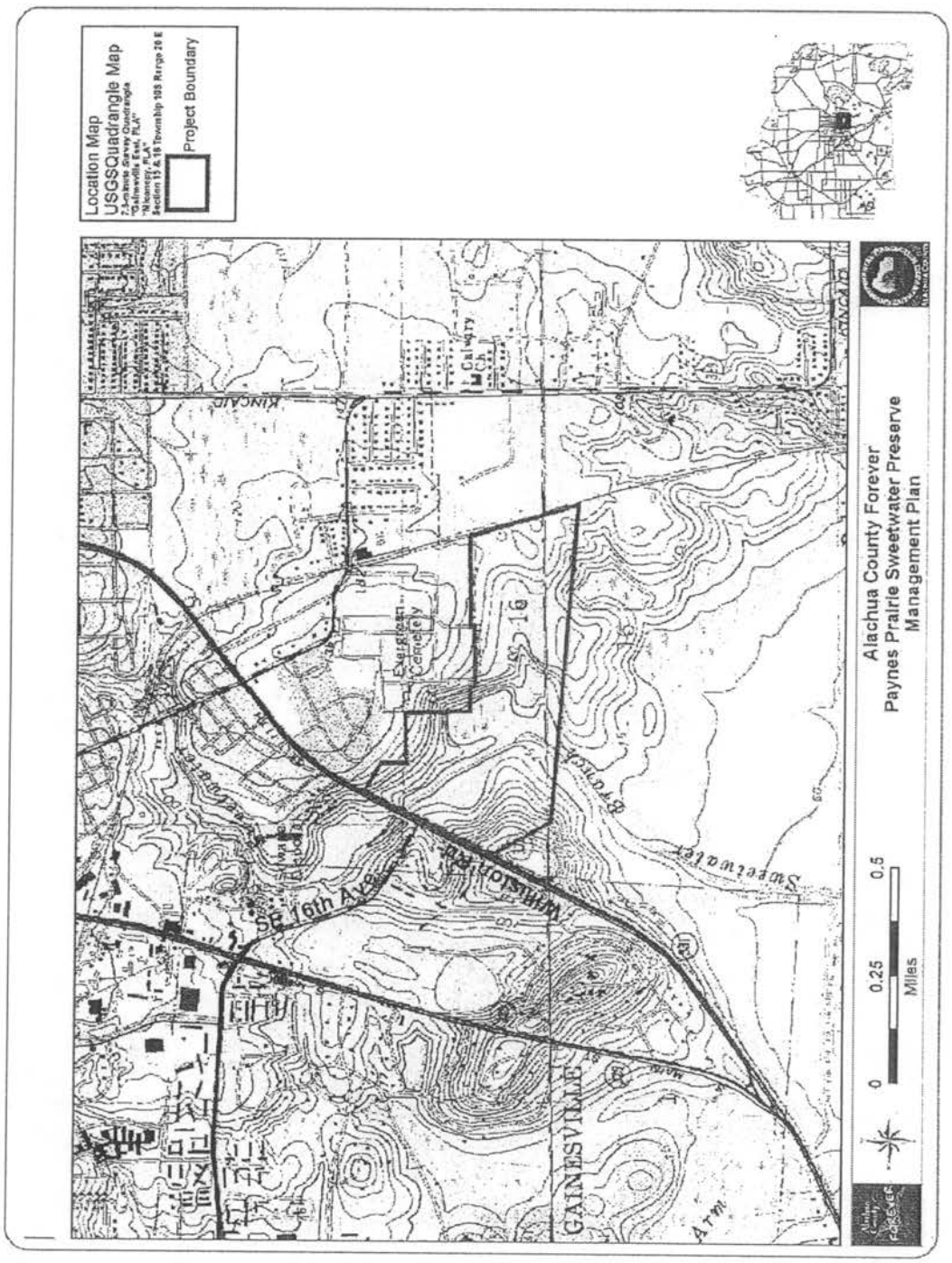
Containing 0.076 of an acre (3, 314 square feet), more or less.

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).

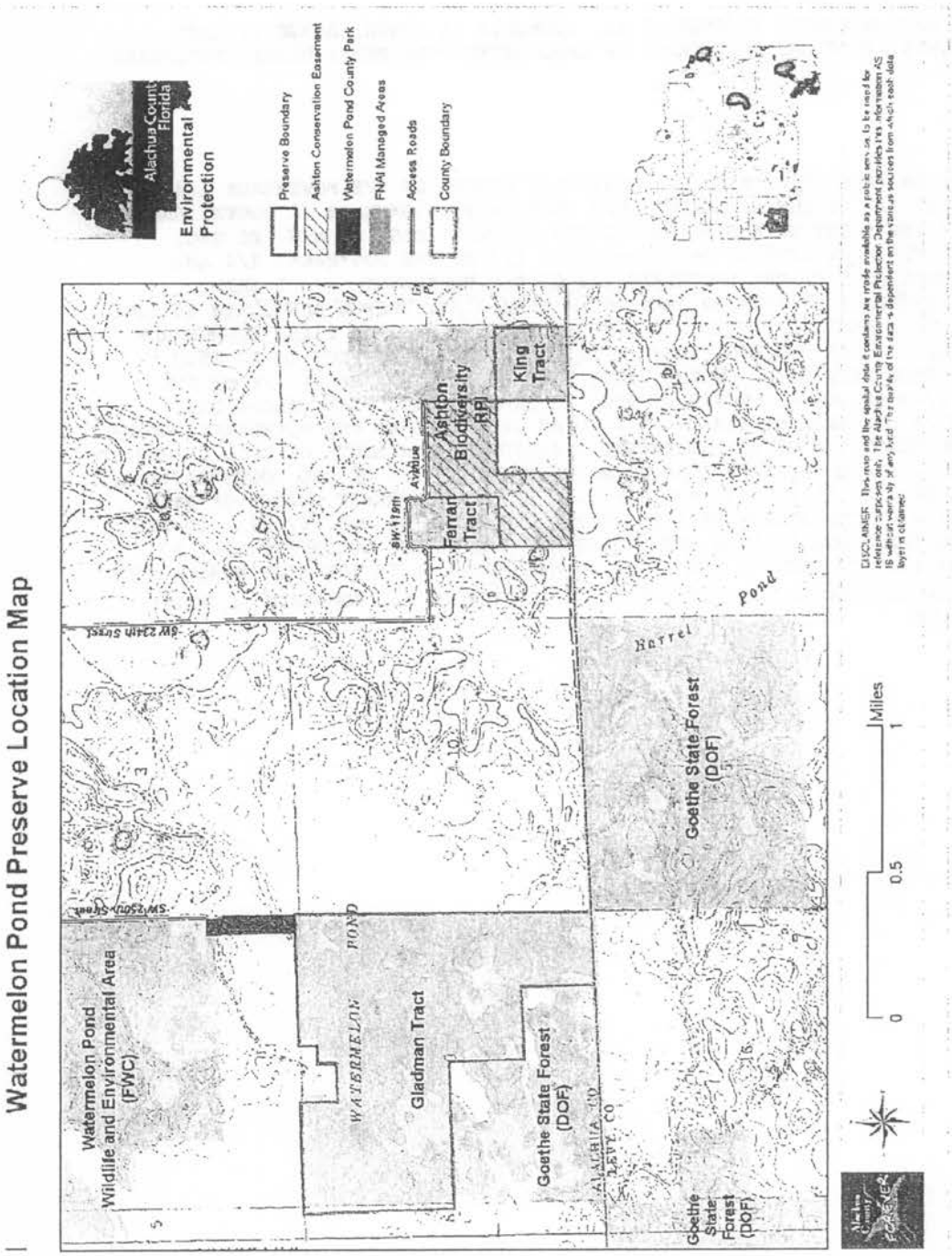
EXHIBIT A (continued)

"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 885.61 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.

EXHIBIT B.


Watermelon Pond Preserve Location Map
Alachua County Florida
Environmental Protection
Preserve Boundary
Ashton Conservation Easement
Watermelon Pond County Park
FNAI Managed Areas
Access Roads
County Boundary
Watermelon Pond Wildlife and Environmental Area (FWC)
WATERMELON POND
Gladman Tract
Goethe State Forest (DOF)
Ferran Tract
Ashton Biodiversity AP
King Tract
Barrel Pond
Goethe State Forest (DOF)
SW 232nd Street
SW 250th Street
Miles
0
0.5
1

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
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).

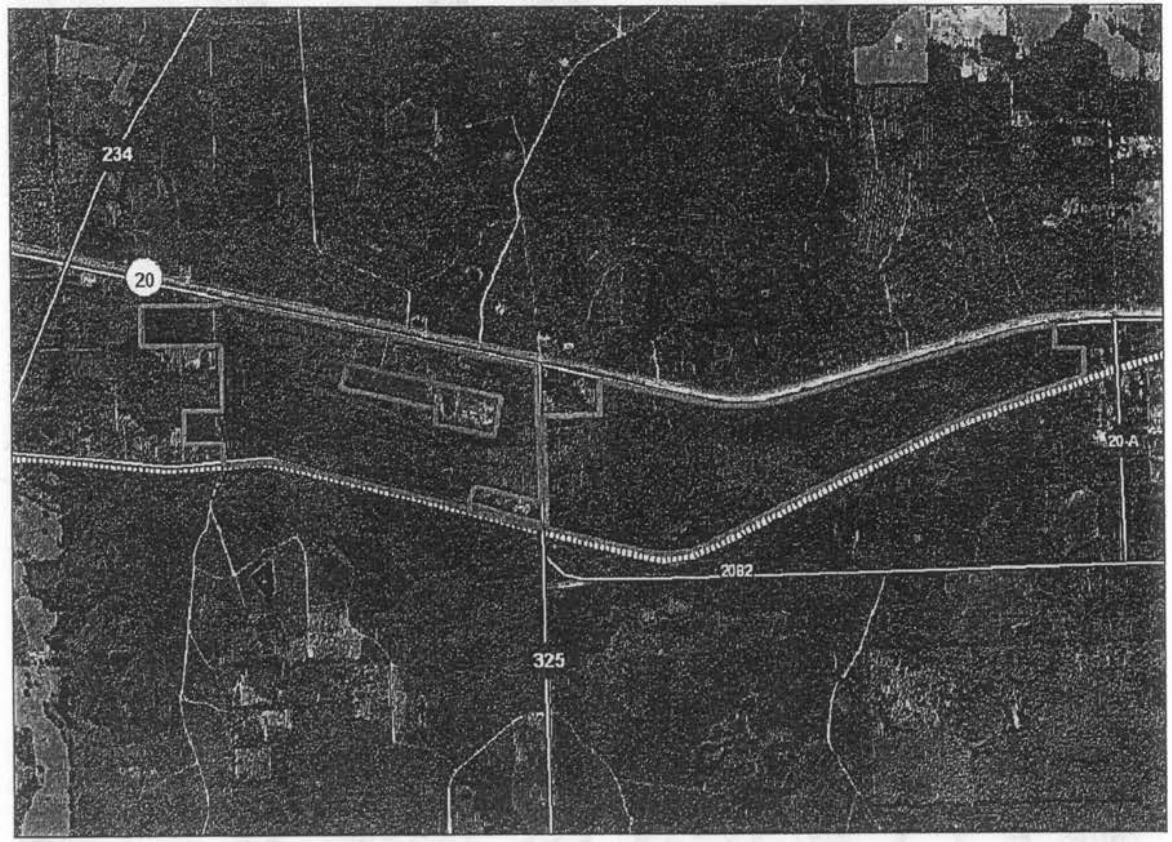
Section 27: That part lying South of State Road 20 & North of Atlantic Coast Line Railroad right-of-way (now Gainesville-Hawthorne Bike Path), less and except the properties conveyed as follows:
(a) to Williston Timber Company as recorded in O.R. Book 2130, page 2590; and
(b) to White Construction Company, 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

LOCATION MAP

Exhibit B - Phifer Flatwoods Preserve Location Map



Phifer Flatwoods Preserve

Gainesville - Hawthorne Trail

Major Roads

0 0.5 1

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.

B

32 C

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 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 _____ 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. 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: _____

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

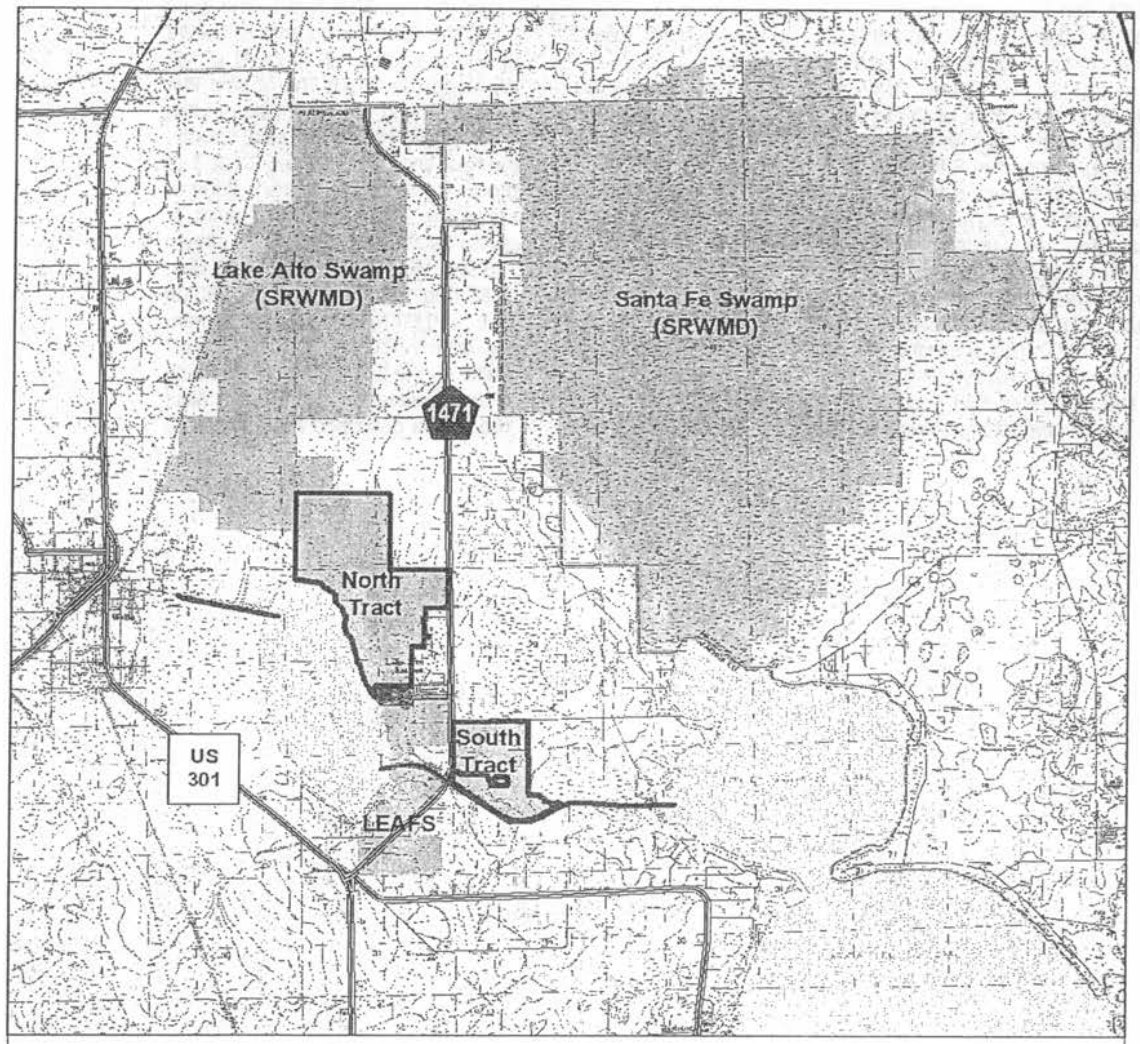
A tract of land situated in Section 19, Township 8 South, Range 22 East, Alachua County, Florida; Said Tract being more particularly described as follows:

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-___

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:

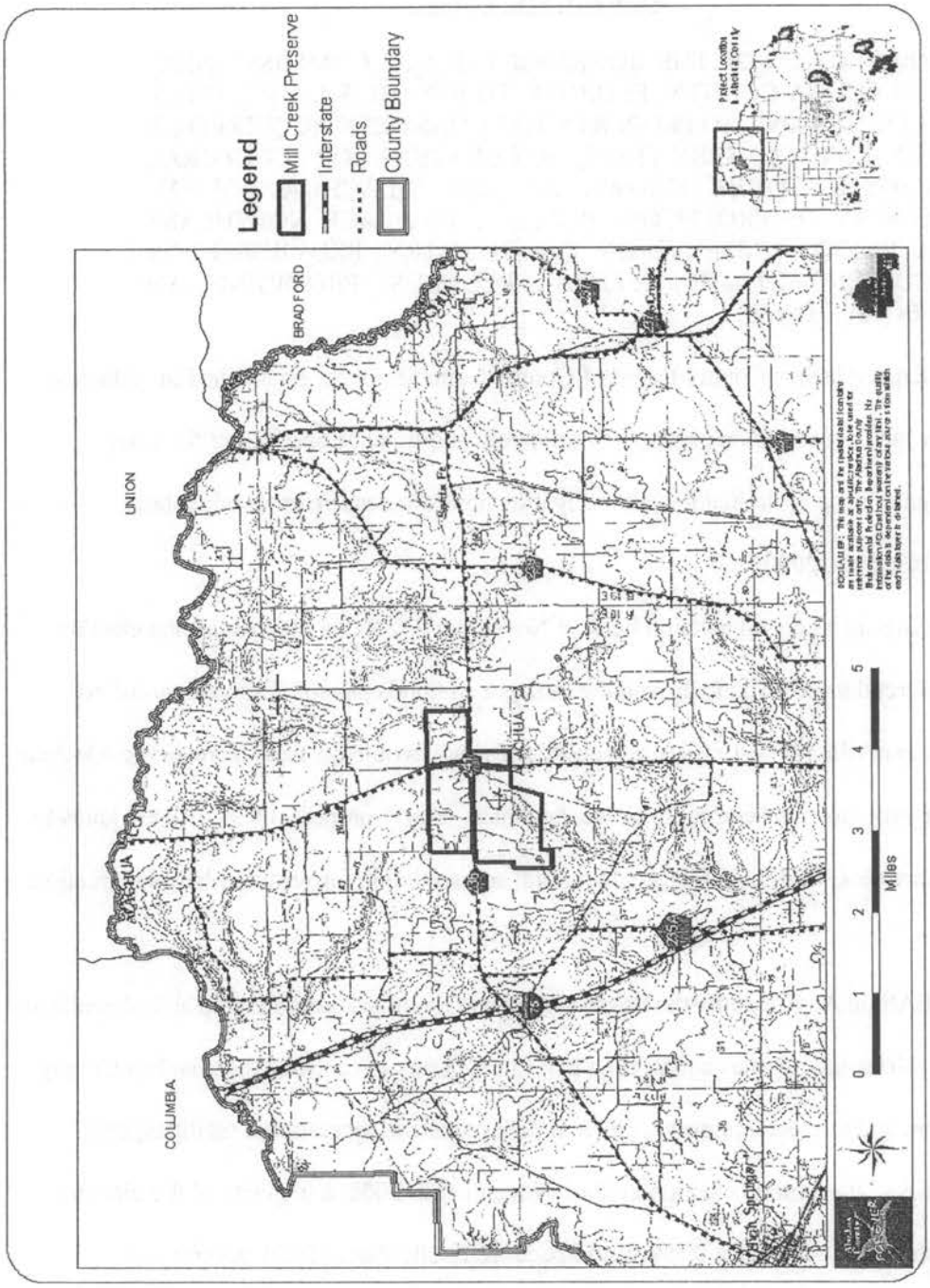
BEGIN at an unidentified 1/2" iron pipe at the Northwest corner of the aforementioned Section 22 and thence run N.88°49'48"E. (bearings herein are Grid North Bearings, Florida North Zone), along the North line of said Section 22, a distance of 4201.45 feet to a 4"x4" concrete monument and cap stamped 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

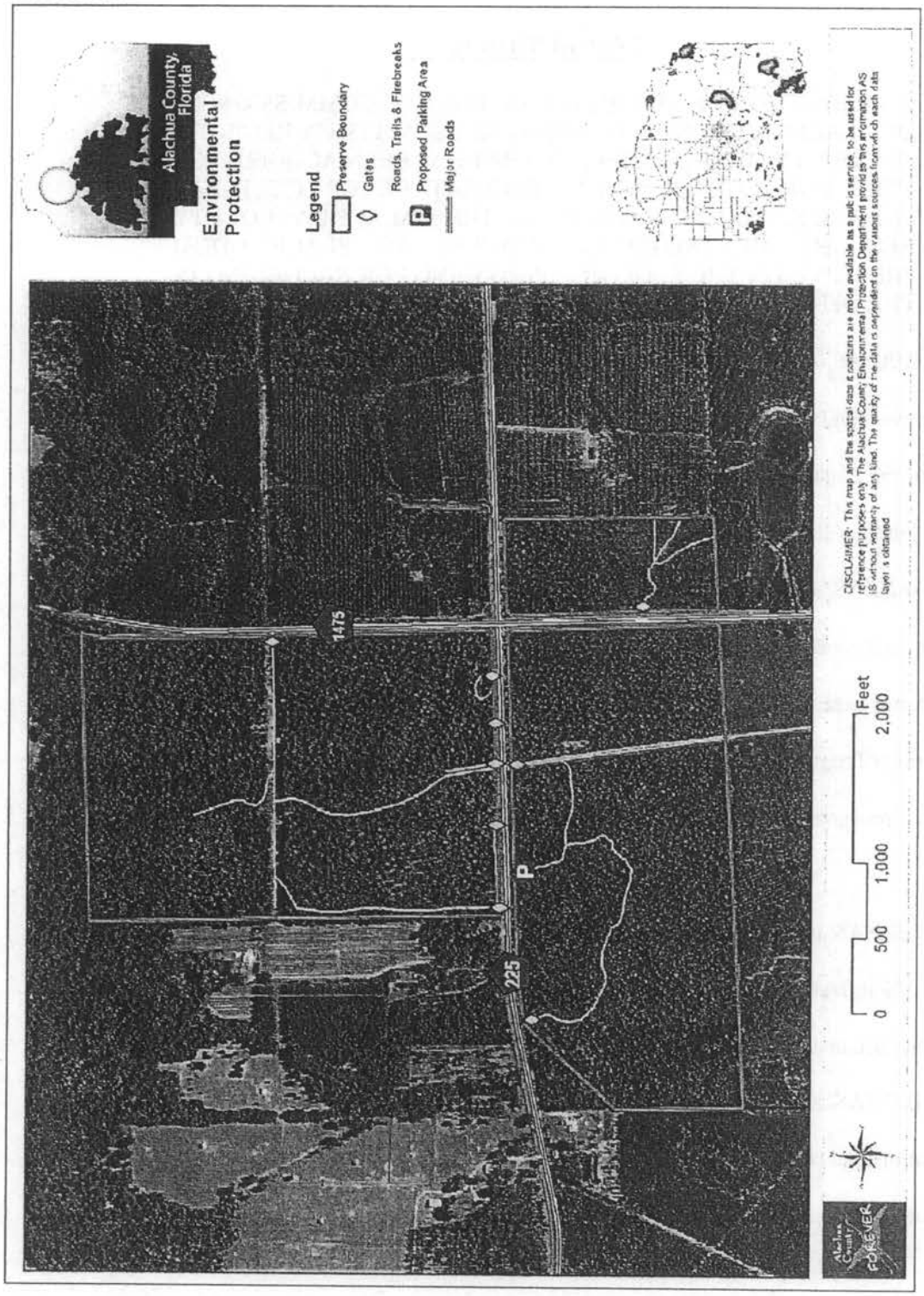
The East ½ of the West ½ of the South 3/4 LESS the South 208.75 feet of the North 274.75 feet of the East 208.75 feet of the West 380.35 feet of the Southeast 1/4 of the Southwest 1/4 and LESS existing right-of-way.

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



32F

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 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 _____ 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. 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: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

_____
County Attorney

EXHIBIT A.

LEGAL DESCRIPTION

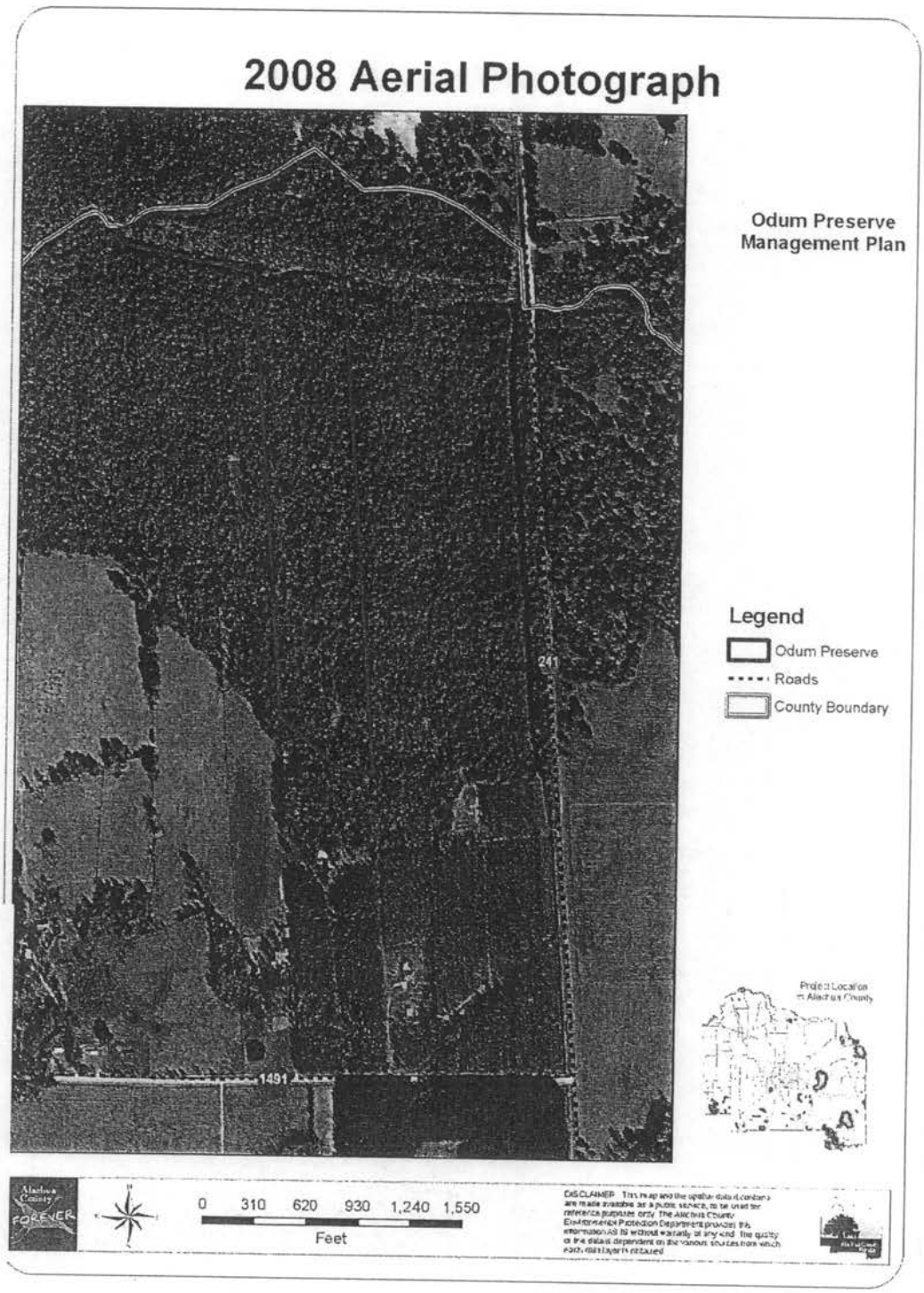
A PARCEL OF LAND IN THE FRANCIS R. SANCHEZ GRANT IN TOWNSHIP 6 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 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

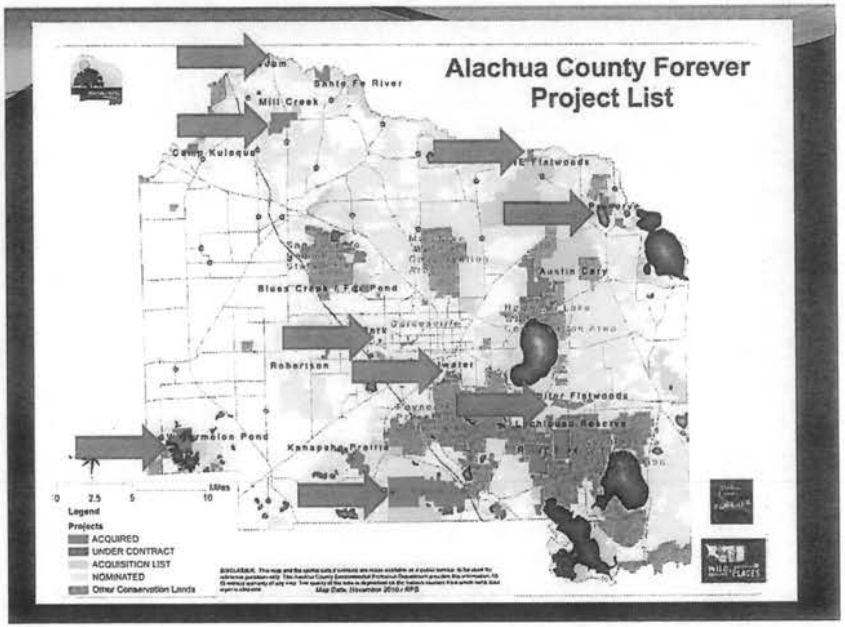
Charter Amendment

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.

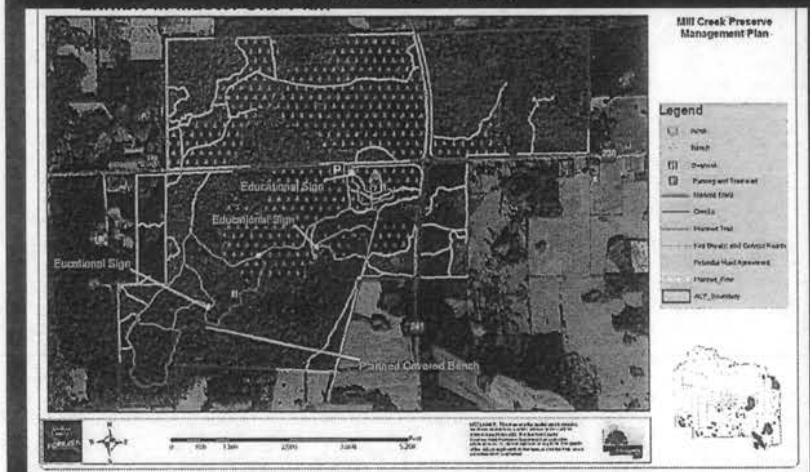


Barr Hammock

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

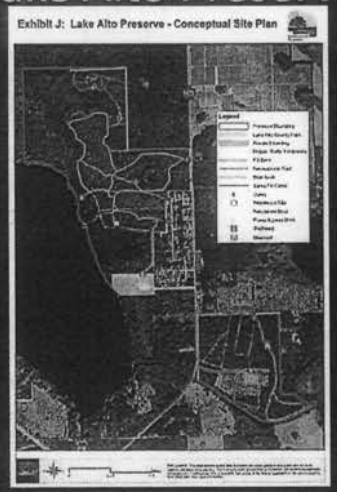
Tract	Acquired	Size	Price	Partner	
Beville Creek	12/30/2003	23	$1,500,000		$ 1,031,087

Odum Preserve

Odum Preserve

Tract	Acquired	Size	Price	Partner	
Santa Fe River - Odum	11/15/2006	47	$ 63,450		$ 58,450

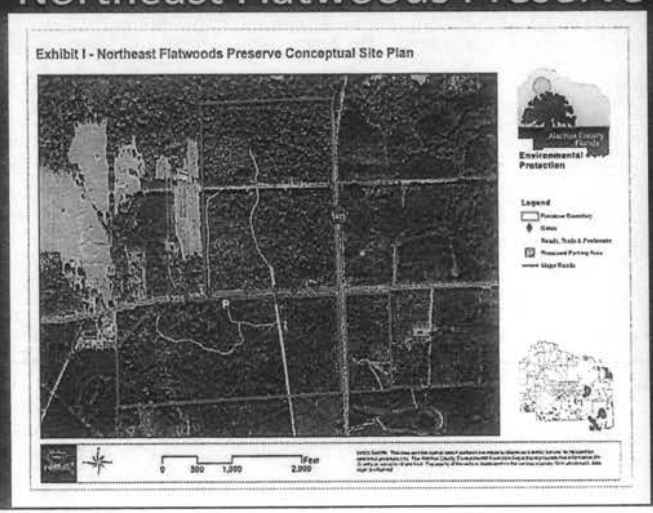
Lake Alto Preserve



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	$ -

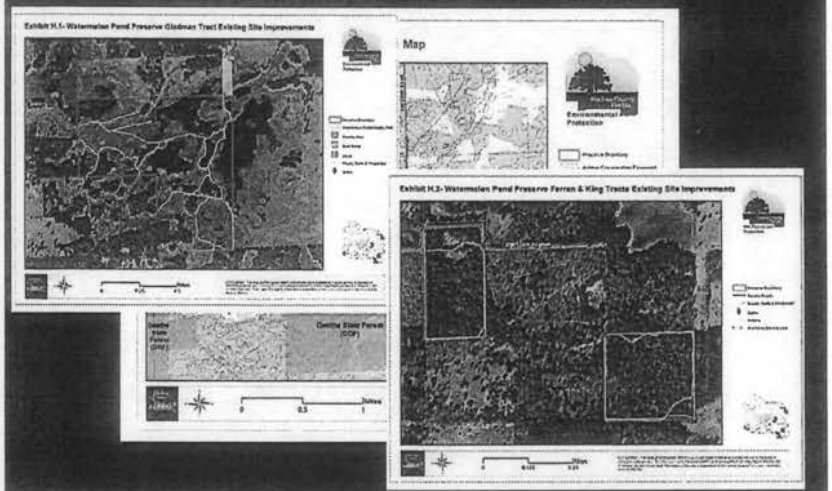
Northeast Flatwoods Preserve



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	$ -

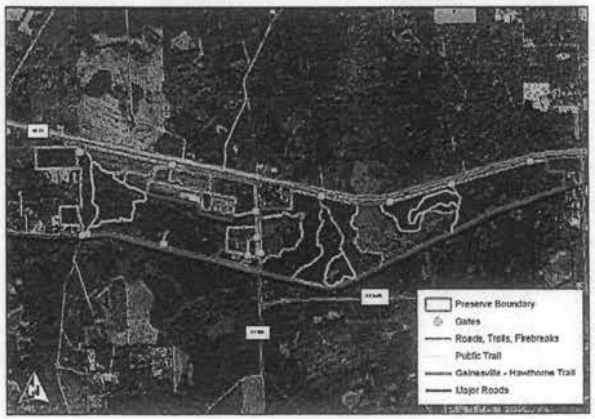
Sweetwater Preserve

Sweetwater Preserve

Tract	Acquired	Size	Price	Partner
Sweetwater Limited	3/24/2006	113	$ 7,703,978	$ 5,831,112

Phifer Flatwoods Preserve

Phifer Flatwoods General Map



Phifer Flatwoods Preserve

Tract	Acquired	Size	Price	Partner
Phifer Flatwoods	2/10/2006	634	2,882,293	$ 1,152,917

April 12, 2011 Regular BoCC Meeting
Agenda Item #33

Title
Ratification of the Warrant List. (Amended)

Amount
N/A

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 032411.pdf
Attachment: Board 031011.pdf
Attachment: Warrant List Board.pdf
Attachment: Board 031711.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 31, 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
11-19-10	Payroll 11/24	196064 – 196137	$36,151.12
12-07-10	Payroll 12/10	196138 - 196200	$31,877.76
12-09-10	Manual	196201	$1,953.99
12-20-10	Payroll 12/23	196202 – 196266	$33,230.16
01-04-11	Payroll 1/7	196267 – 196330	$31,333.13
01-18-11	Payroll 1/21	196331 – 196393	$28,494.00
02-01-11	Payroll 2/4	196294 – 196456	$30,416.80
02-15-11	Payroll 2/18	196457 – 196515	$26,546.76
03-01-11	Payroll ¾	196516 – 196576	$26,643.13
03-08-11	Manual	196577	$50.00
03-08-11	Manual	196578	$126.01
03-10-11	Machine	2240804 – 2240949	$534,843.05
03-15-11	Payroll 3/18	196579 – 196635	$24,990.55
03-17-11	Machine	2240951 – 2241223	$1,588,079.46
03-24-11	Machine	2241225 – 2241349	$297,191.35
03-31-11	Machine	2241351– 2241512	$428,536.07

The above warrant lists are recommended for ratification by the Board.

TH/sd

April 12, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Approval of the Board of County Commission Minutes. (Amended)

Amount
N/A

Description
Approval of the following Board of County Commission Minutes:

Recommendation
Approve the following Board of County Commission Minutes: February 1, 2011 - 1:30 P.M. February 8, 2011 - Regular Meeting March 15, 2011 - 10:00 A.M. March 15, 2011 - 5:30 P.M. March 29, 2011 - 10:00 A.M.

Alternative(s)
N/A

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Minutes

Documents Requiring Action
Minutes: February 1, 2011 - 1:30 P.M. February 8, 2011 - Regular Meeting March 15, 2011 - 10:00 A.M. March 15, 2011 - 5:30 P.M. March 29, 2011 - 10:00 A.M.

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 020111(A).pdf
Attachment: BOCC 031511(A).pdf
Attachment: BOCC 031511(B).pdf
Attachment: BOCC 032911.pdf
Attachment: BOCC 020811.pdf

Tuesday, February 1, 2011 – 1:30 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 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 Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 1:30 P.M.

ADOPTION OF THE AGENDA

Commissioner DeLaney moved adoption of the agenda. The motion carried 3-0 with Commissioners Byerly and Long out of the room.

CHOICES PRESENTATION

CHOICES Director Robert Bailey presented the above item.

Commissioner Long entered the room at 1:34 P.M.

Commissioner Byerly entered the room at 1:37 P.M.

Chair Pinkoson recognized County Manager Randall Reid, Communications Coordinator Mark Sexton, County Attorney David Wagner, and Assistant Clerk/Finance Director Todd Hutchison, who presented comments to the Board.

Commissioner Byerly moved to direct staff to evaluate a range of trust fund concepts for the expenditure of remaining CHOICES funds that reduces services and extends the timeframe for expenditures up to a model which expends only interest.

Chair Pinkoson recognized CHOICES Director Robert Bailey, Community Support Services Director Elmira Warren, and Administrative Support Manager Bonnie Hinson, who presented comments to the Board.

Commissioner Long requested that the CHOICES Advisory Board be consulted on the presentation and the proposed extension of CHOICES into an interest-supported program.

Commissioner Byerly moved the substitute motion

1. To direct staff to evaluate a range of trust fund concepts for the expenditure of remaining CHOICES funds that reduces services and extends the timeframe for expenditures up to a model which expends only interest.
2. To refer to the CHOICES advisory board for their recommendations on the presentation and the possible extension of CHOICES.
3. To direct staff to return with information on the drawdown of the fund balance (exit strategy).

Chair Pinkoson recognized County Manager Randall Reid, County Attorney David Wagner, CHOICES Director Robert Bailey, Dr. Allan March, Harold Monk, and Mary Anderson, who presented comments to the Board.

Commissioner Byerly moved the substitute motion

1. To direct staff to evaluate a range of trust fund concepts for expenditure of remaining CHOICES funds that reduces services and extends the timeframe for expenditures up to the model that expends only interest.
2. To refer to the CHOICES advisory board for their recommendations on the presentation and the possible extension of CHOICES.
3. To direct staff to return with information on the drawdown of the fund balance (exit strategy).
4. To direct staff to cease expending funds on advertising.
5. To direct staff to cease accepting applications for CHOICES.

Chair Pinkoson recognized CHOICES Director Robert Bailey and Harold Monk who presented comments to the Board.

Commissioner Byerly moved the substitute motion

1. To direct staff to evaluate a range of trust fund concepts for expenditure of remaining CHOICES funds that reduces services and extends the timeframe for expenditures up to the model that expends only interest.
2. To refer to the CHOICES advisory board for their recommendations on the presentation and the possible extension of CHOICES.
3. To direct staff to return with information on the drawdown of the fund balance (exit strategy).
4. To direct staff to cease expending funds on advertising.
5. To refer to the CHOICES Advisory Board the cessation of new applications and direct staff to return with the Advisory Board's opinion on this matter as soon as possible.

Chair Pinkoson recognized CHOICES Director Robert Bailey and Dr. Parker Small who presented comments to the Board.

Chair Pinkoson stated the motion would be split with item one being voted on, then items two and three together, then item four, and finally item five.

Chair Pinkoson called the question on item one, to direct staff to evaluate a range of trust fund concepts for expenditure of remaining CHOICES funds that reduces services and extends the timeframe for expenditures up to the model that expends only interest. The motion carried 3-2, with Commissioners Baird and Pinkoson voting nay.

Chair Pinkoson called the question on items two and three, to refer to the CHOICES advisory board for their recommendations on the presentation and the possible extension of CHOICES and to direct staff to return with information on the drawdown of the fund balance (exit strategy). The motion carried 4-1, with Commissioner Baird voting nay.

Chair Pinkoson called the question on item four, to direct staff to cease expending funds on advertising. The motion carried 4-1, with Commissioner Long voting nay.

Chair Pinkoson called the question on item five, to refer to the CHOICES Advisory Board the cessation of new applications and direct staff to return with the Advisory Board's opinion on this matter as soon as possible. The motion carried 4-1, with Commissioner Baird voting nay.

COMMISSION COMMENTS

Commissioner DeLaney moved to approve up to $25,000 to hire an expert consultant to advise the BOCC on the Sheriff's appeal and to accept the invitation of Corrections Corporation of America to make an informational presentation on privatization efforts at the County Jail.

Commissioner Long stated that the discussion from the morning's informal meeting was to consider all options concerning the future of the County Jail.

Commissioner DeLaney stated that the Board's authorization to hire a consultant is due to the necessity of expert advice on replying to the Sheriff's budget appeal.

Commissioner Byerly stated that another consideration in hiring the consultant is to prepare for the upcoming year's budget discussion.

Commissioner Baird stated that she would not support hiring the consultant because it is adding additional costs to the budget appeals process. Commissioner Baird further stated that she would not support the second part of the motion.

Commissioner Byerly requested that the County Attorney state why he advised the BOCC to hire a consultant to advise the County on its response to the Sheriff's budget appeal.

County Attorney David Wagner stated that the reason he advised the Board to hire a consultant is because there is no one in the County staff who can address Law Enforcement operational issues as it relates to the deployment of the resources that the Sheriff has.

Commissioner Baird stated that the Board may wish to reconsider discussion of jail issues in light of the history of the jail.

Commissioner Long stated that the jail was once under the direct supervision of the BOCC and while he hopes the BOCC can work out an interlocal agreement with the Sheriff all options are on the table.

Commissioner Byerly stated that the preferred option is for the Sheriff to run the jail.

County Attorney David Wagner stated that the item in question is Law Enforcement – Road Patrol which the Sheriff has control over.

Chair Pinkoson stated that performance measures should dictate who runs the jail and that the Sheriff's Office is probably the organization to run the jail.

Chair Pinkoson called the question on the first part of the question, to approve up to $25,000 to hire an expert consultant to advise the BOCC on the Sheriff's appeal. The motion carried 3-2 with Commissioners Baird and Pinkoson voting nay.

Chair Pinkoson called the question on the second part of the question, to accept the invitation of Corrections Corporation of America to make an informational presentation on privatization efforts at the County Jail. The motion carried 4-1, with Commissioner Baird voting nay.

There being no further business the meeting was adjourned at 4:07 P.M.

Tuesday, February 8, 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 Clerks Bob Decker and Steve Donahey

Invocation (9:00 AM)

1. Invocation by Pastor Matt Ulrich, First Assembly of God, Gainesville
   Amount: N/A
   Recommended Action: Hear Invocation by Pastor Matt Ulrich, First Assembly of God, Gainesville.

   Pastor Matt Ulrich of the First Assembly of God presented the above item.

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 stated that a presentation by the Sheriff had been added to the agenda. He further stated that item 14 would be moved from the morning agenda to be heard at 5:00 P.M.

Commissioner Baird moved to approve the agenda as modified.

Commissioner Baird requested that items 31 and 32 be heard immediately after item 16 and that item 34 be moved to the regular agenda.

Commissioner Byerly requested that item 10 be pulled from the agenda to be heard at a later date.

The motion carried 4-0, with Commissioner Long out of the room.

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. The Alachua County Civic Education Series (ACCESS) will start April 5, 2011. It will last for seven weeks. For more information visit http://www.alachuacounty.us/.
2. The 2010 Annual Alachua County Report is available on the County's website. Citizens can call (352)-264-6979 or (352)-374-5204 for a print copy.

Community Outreach

Recognitions and Proclamations

6. Length of Service Milestone Recipients
Amount: N/A
Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in January, 2011.

Administrative Services Director Betty Baker presented the above item.

Chair Pinkoson recognized Connie Hartsock, County Manager Randall Reid, Program Manager Marie Small, and Commission Coordinator Rhonda Baxter, who presented comments to the Board.

Commissioner Long entered the room at 9:17 A.M.

7. Proclamation: "Dating Violence Awareness Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring February 2011 as "Dating Violence Awareness Month" in Alachua County, Florida.

Chair Pinkoson read and presented the proclamation to Morgan Moeller who accepted it with gratitude.

Chair Pinkoson recognized Morgan Moeller who presented comments to the Board.

Appointments

8. Library District Board of Trustees: Nomination of Three Citizens
Amount: N/A
Recommended Action: Nominate three applicants for consideration for appointment to the Library District Board of Trustees.

Commissioner Byerly moved to nominate Alicia Antone, Sheila Dickison, and Sharlynn Sweeney for consideration for appointment to the Library District Board of Trustees. The motion carried 5-0.

9. Poverty Reduction Advisory Board: One appointment
Amount: N/A
Recommended Action: Appoint one citizen to the Poverty Reduction Advisory Board as 'Citizen 55 or older', to a term ending January 2014.

Clerk J. K. Irby called the roll for each Commissioner's nomination for the Citizen 55 or older position on the Poverty Reduction Advisory Board with a term ending January 2014.

Commissioner Baird nominated Stephan Tuchman. Commissioner Long nominated Victor Perez. Commissioners Byerly, DeLaney, and Pinkoson nominated Sally Williams.

Commissioner DeLaney moved to appoint Sally Williams to the 'Citizen 55 or older' position on the Poverty Reduction Advisory Board with a term ending January 2014. The motion carried 5-0.

Tuesday, February 8, 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 Tamara Robbins, County Manager Randall Reid, and Sally Dickinson, who presented comments to the Board.

Appointments (continued)

(The following item was removed from the agenda by motion of the BOCC)

~~10. Value Adjustment Board: Appointment of One Citizen~~
~~**Amount:** N/A~~
~~**Recommended Action:** Appoint one to the Alachua County Resident position on the Value Adjustment Board, to a term ending September 2011.~~

11. Veteran Services Advisory Board: Appointment of Two Citizens
Amount: N/A
Recommended Action: Appoint two citizens to the Veteran Services Advisory Board, one as a Citizen-at-large (Veteran) to a partial term ending August 2011, then a full (2-year) term ending August 2013, and one as a Viet Nam Veteran, to a term ending August 2013.

Chair Pinkoson recognized Richard Hudgens who presented comments to the Board.

Clerk J. K. Irby called the roll for each Commissioner's nomination for the Viet Nam Veteran position on the Veteran Services Advisory Board to a partial term ending August 2011, then to a full term ending August 2013.

The Board unanimously nominated Richard Hudgens.

Commissioner Byerly moved to appoint Richard Hudgens to the Viet Nam Veteran position on the Veteran Services Advisory Board to a partial term ending August 2011, then to a full term ending August 2013. The motion carried 5-0.

Clerk J. K. Irby called the roll for each Commissioner's nomination for the Citizen-at-Large position on the Veteran Services Advisory Board to a term ending August 2013.

Commissioners Baird, Byerly, DeLaney, and Long nominated Larry Hinton. Chair Pinkoson nominated Frank Murphy.

Commissioner Byerly moved to appoint Larry Hinton to the Citizen-at-Large position on the Veteran Services Advisory Board to a term ending August 2013. The motion carried 5-0.

Governmental Units

Constitutional Officers

Added Item: Presentation by Sheriff Sadie Darnell

Alachua County Sheriff Sadie Darnell presented the above item.

Chair Pinkoson recognized County Manager Randall and Facilities Manager Charlie Jackson who presented comments to the Board.

County Manager

12. Fairgrounds: 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 and request responses by April 1, 2011.

Commissioner Long stated that he had a potential conflict of interest and would not vote on this issue.

Assistant County Manager Richard Drummond presented the above item.

Commissioner Long left the room at 10:07 A.M.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Byerly moved to direct staff to distribute the attached Request for Letters of Interest from the private sector to partner with the County to develop its new Fairgrounds and redevelop the existing Fairgrounds site, requesting responses by May 1, 2011. The motion carried 4-0 with Commissioner Long out of the room.

Support Services Group

13. Revise Policy No. 6-7, Vehicle Use Policy, Alachua County Employee Policies
Amount: N/A
Recommended Action: Approve the revision to Policy No. 6-7, Vehicle Use Policy.

Purchasing Manager Larry Sapp presented the above item.

Commissioner DeLaney moved to approve the revision to Policy No. 6-7, Vehicle Use Policy. The motion carried 4-0 with Commissioner Long out of the room.

Community Planning Group

15. SW 1st Place Multi-Use Path
Amount: $35,000.00
Recommended Action: 1) Approve limited vehicular (bicycle) traffic for the proposed multi-use path as required by the Westchester Manor Subdivision Plat. 2) Approve 60 percent plans as proposed and direct staff to proceed with construction once final plans have been completed.

CAD Technician Angela Honts presented the above item.

Commissioner Long entered the room at 11:05 A.M.

Chair Pinkoson recognized County Engineer David Cerlanek who presented comments to the Board.

Commissioner Byerly moved: 1. Approve the 60 percent design phase except for the landscaping portion of the design. 2. Direct staff to evaluate the need for shade tree landscaping on the corridor and if there is a need if this could be accomplished by changing the mowing pattern.

Chair Pinkoson recognized Sally Dickinson who presented comments to the Board.

The motion carried 4-1, with Commissioner Baird voting nay.

16. Construction Contract for Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301
Amount: $4,203,517.18
Recommended Action: Approve the Construction Contract with V.E. Whitehurst and Sons, Inc. for County Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301.

Civil Engineer I Rahim Harji presented the above item.

Commissioner Byerly moved to approve the Construction Contract with V. E. Whitehurst and Sons, Inc. for County Project No. 6361, Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301. The motion carried 5-0.

(The following item was moved by motion from the Consent Agenda to the Regular Agenda.)

31. Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements): Bid 11-437
Amount: N/A
Recommended Action: Approve the award of Bid 11-437; Project 6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements), to APAC-Southeast, Inc., and authorize staff to negotiate a contract.

Purchasing Manager Larry Sapp presented the above item.

(The following item was moved by motion from the Consent Agenda to the Regular Agenda.)

32. Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications: Bid 11-438
Amount: N/A
Recommended Action: Approve the award of Bid 11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications, to D.A.B. Constructors, Inc., and authorize staff to negotiate a contract.

Purchasing Manager Larry Sapp presented the above item.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Byerly moved 1. Approve the award of Bid 11-437; Project 6336 Resurfacing of North Main Street (from NW 8th Avenue to NW 23rd Avenue with Associated Signalization Improvements), to APAC-Southeast, Inc., and authorize staff to negotiate a contract. 2. Approve the award of Bid 11-438; Project No. 6334, Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Project No. 6316, Cobblefield Roundabout Modifications, to D.A.B. Constructors, Inc., and authorize staff to negotiate a contract. The motion carried 5-0.

Without objection, the Board directed staff to review the intersection of North Main Street and Seventh Avenue: in particular, the westbound turn lane south of the intersection.

Community Services Group

17. SWAG Utilization Plan for the proposed SW Community Resource Center
Amount: N/A
Recommended Action: Accept the Southwest Advocacy Group's Utilization Plan for the Southwest Community Resource Center.

Community Support Services Assistant Director Minnie Rolark, Southwest Advocacy Group Chair Dorothy Benson, and Alachua County Sheriff's Office Crime Prevention Analyst Katie Fields presented the above item.

Commissioner Baird moved to accept the Southwest Advocacy Group's Utilization Plan for the Southwest Community Resource Center. The motion carried 5-0.

(The following item was moved by motion from the Consent Agenda to the Regular Agenda.)

34. CHOICES Health Services and Gainesville Vision Center, PA
Amount: N/A
Recommended Action: Approve and Execute the CHOICES Agreement for Vision Care with Gainesville Vision Center, PA.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved to approve and execute the CHOICES Agreement for Vision Care with Gainesville Vision Center, PA. The motion carried 4-1 with Commissioner Baird voting nay.

County Manager Reports

18. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report.

County Manager Randall Reid stated that the Land Conservation Board had requested a 30 day extension to review the adopted Active Acquisition List.

Commissioner Byerly moved to grant an additional 30 days to the Land Conservation Board. The motion carried 5-0.

Closing Comments

Public Comments - 15 minutes

19. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

There were no citizens present who wished to provide comments to the Board.

Commission Comments

20. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly stated that as part of item 15 the Board had not officially approved bicycle traffic for the multi-use path and that he wished to do so.

Commissioner Byerly moved to approve limited vehicular (bicycle) traffic for the proposed multi-use path as required by the Westchester Manor Subdivision Plat. The motion carried 4-1 with Commissioner Baird voting nay.

Commissioner DeLaney requested that staff bring back information on infrastructure improvements at Kanapaha Park.

Commissioner Baird requested clarification on the date and time for the Multimodal Transit Mitigation Workshop.

County Manager Randall Reid stated that the workshop would be held Tuesday, March 15, 2011, at 5:30 P.M. in the Jack Durrance Auditorium.

MEETING RECESSED 11:53 A.M.
MEETING RECONVENED 5:00 P.M.

Commissioners Present: Baird, DeLaney, Long, Pinkoson

Support Services Group (continued)

14. Diversity, Inclusion, and Workforce Development Framework and Implementation Plan
Amount: N/A
Recommended Action: Accept the Diversity, Inclusion and Workforce Development Framework and Plan.

Administrative Services Director Betty Baker, Equal Opportunity Director Jacqueline Chung, presented the above item.

Commissioner Long moved to accept the Diversity, Inclusion, and Workforce Development Framework and Plan and direct staff to post it to the County's website for public review.

Chair Pinkoson recognized County Manager Randall Reid and Bruce Nelson who presented comments to the Board.

The motion carried 4-0, with Commissioner Byerly out of the room.

Evening Community Outreach and Public Hearing (5:00 PM)

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 Bruce Nelson, Ronald Hodill, Sandra Watts Kennedy, Clara Horton, and Maria Parsons, who presented comments to the Board.

Adjourn

There being no further business the meeting was adjourned at 5:57 P.M.

CONSENT/Community Outreach

CONSENT/Governmental Units

Constitutional Officers/Other Governmental Units

23. Approval of the Board of County Commission Minutes
Amount: N/A
Recommended Action: Approve the attached County Commission Minutes.

24. Ratification of the warrant list
Amount: $6,712,612.20
Recommended Action: Ratify the warrant list.

County Attorney

25. Resolution to Amend Board of County Commissioners' Rules of Procedures
Amount: N/A
Recommended Action: Approve the resolution to amend the Board of County Commissioners' Rules of Procedure in accordance with the attached summary document and authorize the Chair to sign.

County Manager

26. Report of Contracts signed by the County Manager and County Staff for December 2010
Amount: N/A
Recommended Action: Accept the report and include a copy of the agreements in the minutes of the Board of County Commissioners.

Support Services Group

27. Jail Kitchen Renovation: Bid 11-441
Amount: N/A
Recommended Action: Approve the award of Bid 11-441; Alachua County Jail Kitchen Renovation, to Mandese White Construction, Inc., and authorize staff to negotiate a contract.

Community Planning Group

28. Annual Pavement Marking Services Contract with Jenkins Painting, Inc.
Amount: N/A
Recommended Action: Approve the Third Amendment to the Agreement with Jenkins Painting, Inc. to provide Annual Pavement Marking Services.

29. FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions
Amount: N/A
Recommended Action: Adopt the resolution revising the FY 10/11 Schedule of Fees and Charges for Services to correct textual omissions.

30. Interfund Loan for USEPA Grant Award "Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil."
Amount: $30,210.00
Recommended Action: Approve the Budget Amendment, Interfund Loan for $30,210; and adopt the Resolution to increase unanticipated revenue in association with the previously approved USEPA Grant Award PI-95472111-0 for "Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil."

33. Annual Monitoring of Disaster Debris Recovery Activities: RFP 11-74
Amount: N/A
Recommended Action: Approve the Finance Report to rank RFP 11-74; Annual Monitoring of Disaster Debris Recovery Activities and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Community Services Group

35. Emergency Medical Services Matching Grant Application for Zimek Sanitizing System
Amount: $70,037.08 ($52,527.81 Grant and $17,509.27 Match)
Recommended Action: Authorize the Emergency Medical Services Matching Grant Application for the Zimek Sanitizing System for the Ambulances

36. Homeless Emergency Shelter: Amendment Two to Interlocal Agreement with City of Gainesville for Homeless Emergency Shelter
Amount: $30,000.00
Recommended Action: Approve and execute Amendment Two to Interlocal Agreement with the City of Gainesville for Homeless Emergency Shelter.

Tuesday, March 15, 2011 – 10:00 A.M.
County Administration Building
Grace Knight 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, Office of Management and Budget Director Suzanne Gable, Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 10:01 A.M.

*****

ADOPTION OF THE AGENDA

Commissioner Byerly moved adoption of the agenda. The motion carried 4-0.

I. Environmental Scan
Amount: N/A
Recommended Action: Discussion on latest budget issues

County Manager Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

II. FY11 Alachua County Commission Level of Service Matrix
Amount: N/A
Recommended Action: FY11 Alachua County Commission Level of Service Matrix.

County Manager Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner DeLaney moved to direct the County Manager to bring back a budget based on the historic split with the understanding that as the County Manager

and Constitutional Officers present the budget the Board will have the flexibility to treat each request individually.

Chair Pinkoson recognized Finance Director Todd Hutchison, Property Appraiser Director of Finance and Personnel Walt Barry, and Mary Anderson who presented comments to the Board.

Commissioner Long moved the substitute motion to authorize the Chair to notify the Constitutional Officers that their percentages of the budget will be as listed below and that any increase in these percentages must be justified to and approved by the Board of County Commissioners:

Clerk of the Court:	1.47%
Property Appraiser:	3.14%
Supervisor of Elections:	1.24%
Sheriff/Jail:	21.18%
Sheriff/Law Enforcement:	11.56%
Sheriff/Communications:	1.06%
Sheriff/Security:	2.19%
Tax Collector:	3.15%

Commissioner Long withdrew the substitute motion.

The original motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

Commissioner Byerly moved to direct the County Manager to develop a two tiered budget based on the Current Millage Rate and one on the Simple Majority Cap Rate budget. The motion carried 4-1 with Commissioner Baird voting "Nay".

COMMISSION RECEASED AT: 11:25 A.M.
COMMISSION RECONVENED: 1:16 P.M. – Commissioners DeLaney absent

III. Stormwater Management Program Update 2011

County Engineer Dave Cerlanek and Consultant Dave Coleman presented the above item.

Chair Pinkoson recognized Mary Anderson, Rod Gonzalez, Bruce Nelson, and Laurie Newsom who presented comments to the Board.

V. County Transportation System – Where does the money go?
County Engineer Dave Cerlanek presented the above item.

Chair Pinkoson recognized Bruce Nelson, Jonathan Paul, Kevin Reardon, and Mary Anderson who presented comments to the Board.

ADDED ITEM:

North Florida Treatment and Evaluation Center

Commissioner Long stated the State of Florida is considering cutting funding to the Department of Children and families. These cuts could likely lead to the closing of the North Florida Treatment and Evaluation Center.

Commissioner Long moved to authorize the Chair to send a letter of support for the North Florida Evaluation and Treatment Center opposing its elimination. The motion carried 4-0.

Chair Pinkoson stated that the Stormwater discussion should be scheduled for the first Regular Meeting in April so that the full Commission will be present to make a decision.

There being no further business before the Board the meeting was adjourned at 4:07 P.M.

Tuesday, March 15, 2011 – 5:30 P.M.
County Administration Building
Grace Knight 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, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 5:35 P.M.

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ADOPTION OF THE AGENDA

Commissioner Baird moved adoption of the agenda as printed. The motion carried 4-0 with Commissioner DeLaney out of the room.

Chair Pinkoson advised the audience that Commissioner DeLaney was present but ill and would watch the meeting from her office to avoid spreading her illness. When the vote takes place she would enter the room to have her vote counted.

I. Multi-Modal Transportation Mitigation (MMTM) Workshop

Growth Management Director Steve Lachnicht, Senior Transportation Planner Jeff Hays, and Impact Fee Administrator Jonathan Paul presented the above item.

Chair Pinkoson recognized David Coffey, Esq., Melina Duggal, and Glenda Hood who gave a presentation to the Board.

Chair Pinkoson recognized Ed Brady who gave a presentation to the Board.

Commissioner Byerly moved to direct staff to advertise the proposed Multi-Modal Transportation Mitigation Ordinance as currently drafted.

After discussion Commissioner Byerly moved the following amended motion:

Commissioner Byerly moved to direct staff to advertise the proposed Multi-Modal Transportation Mitigation Ordinance as currently drafted with the following amendments:

a. Extending Concurrency Level of Service (CLSC) & Phases for 2 years - transportation only

b. Projects with 50% of Infrastructure built by Sept. ~~31st~~-30th, 2011
- Vested from Concurrency
- Vested to pay current impact fee

(The staff recommended action contained a scrivener's error and listed the date as the 31st. The motion has the corrected date.)

Projects with 50% of infrastructure built by CLSC expiration
- Vested from Concurrency
- Vested to pay impact fee

c. Phasing Option #1: Based on current reduced impact fee.

d. Reduction Options
- Pay at final development plan
  15% reduction
- Pay at building permit application
  7.5% reduction
- Pay prior to final inspection
  No Reduction

Chair Pinkoson recognized Sven Dyrkolbotn, James Thompson, John Bolton, John Martin, Walter Willard, Steve Hers, Rob Brinkman, Robert Free, Dean Cheshire, William Baruch, Laurie Newsome, Alan Berklehammer, John Beck, Mike Gallagher, Rod Gonzales, Jen Volts, and Rory Causseaux who presented comments to the Board.

Commissioner DeLaney entered at 9:47 P.M.

The motion carried 5-0.

There being no further business before the Board the meeting was adjourned at 9:49 P.M.

Tuesday, March 29, 2011 – 10:00 A.M.
County Administration Building
Grace Knight 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, Office of Management and Budget Director Suzanne Gable, Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 10:01 A.M.

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ADOPTION OF THE AGENDA

I. Environmental Scan
Amount: N/A
Recommended Action: Discussion on latest budget issues

County Manager Randall Reid and Director of the Office of Management and Budget Director Suzanne Gable presented the above item.

II. Jail Capital Improvements
Amount: N/A
Recommended Action: Discuss Capital Improvements to the Jail

County Manager Randal Reid, Administrative Services Director Betty Baker, and Facilities Manager Charlie Jackson presented the above item.

Chair Pinkoson recognized consultant Mike West and Andrew Wellman who presented comments to the Board.

Commissioner Baird moved to budget 5.8 million dollars for the project and work with all parties to develop the best AC package for the budget amount. The motion failed for lack of a second.

Commissioner Byerly moved the following request from staff:

1. List of items that have changed since the original 7.7 million dollar plan and the cost.

2. List of all energy and water conservation features that were analyzed as well as payback period and upfront cost.

3. More information on the refurbished AC Units versus the new AC Units.

4. Staff to report back at the April 12, 2011 Regular Meeting

5. Staff to provide the 7.7 million dollar price option with the energy savings and how that would be accomplished.

Chair Pinkoson recognized Mike West, Andrew Wellman, and Jail Director Robert Woody who presented comments to the Board.

The motion carried 4-1 with Commissioner Baird voting "Nay".

IV. Recess for lunch and re-convene
Amount: N/A
Recommended Action: Recess for lunch and reconvene

COMMISSION RECESSED AT: 11:55 A.M.
COMMISSION RECONVENED: 1:32 P.M.

V. Alachua County Sheriff's Office Presentation
Amount: N/A
Recommended Action: Hear Sheriff's Office presentation and discuss related issues.

Alachua County Sheriff Sadie Darnell presented the above item.

Commissioner Baird moved to fund the Sheriff's budget request at $350,000.00.

Chair Pinkoson passed the gavel to Vice Chair DeLaney and seconded the motion.

Chair DeLaney recognized Jim Dear, Laurie Newsome, Wilbert Barlow, Rod Gonzalez, Marley Natan, Jack Donovan, Gladys Lane, Jonnie Ellis, Tamera Robbins, and Tax Collector Von Frazer, who presented comments to the Board.

The motion failed 2-3 with Commissioner Byerly, DeLaney, and Long voting "Nay".

Commissioner Pinkoson moved to set the deadline for the Constitutional Officers to submit their budgets to June 1, 2011.

Chair DeLaney recognized Office of Management and Budget Director Suzanne Gable and Sheriff's Office Chief Financial Officer Patti Justice who presented comments to the Board.

The motion carried 5-0.

Commission General and Informal Discussion

Commissioner Byerly raised the issue of changing the land development regulations to allow animals in restaurants. Mr. Byerly stated that the State is passing legislation to allow it with some limitations.

Commissioner Byerly moved to direct staff to proceed with providing language that would allow revisions to the Land Development Code to allow animals in restaurants in accordance with State requirements.

Chair Pinkoson recognized Tamera Robbins who presented comments to the Board.

The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

III. Department of Public Safety – Fire Services MSTU
Amount: N/A
Recommended Action: Hear department presentation and discuss related issues.

(This item was not addressed to due to time constraints and will be scheduled for another meeting at a future date.)

There being no further business before the Board the meeting was adjourned at 5:24 P.M.

April 12, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Miscellaneous documents filed with the Clerk for informational purposes. (Amended)

Amount
N/A

Description
The attached documents were filed with the Clerk of Courts Office for informational puposes. They are attached to this item to become part of the record. No action is required.

Recommendation
Miscellaneous documents filed with the Clerk are attached to be included in the minutes.

Alternative(s)
N/A

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
N/A

Documents Requiring Action
N/A

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: Documents Filed.pdf

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for authority to issue and sell securities during calendar year 2011 pursuant to Section 366.04, F.S., and Chapter 25-8, F.A.C., by Florida Power & Light Company.	DOCKET NO. 100405-EI ORDER NO. PSC-11-0086-FOF-EI ISSUED: January 31, 2011

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO BALBIS
JULIE I. BROWN

FINAL ORDER GRANTING APPROVAL FOR AUTHORITY TO ISSUE AND SELL SECURITIES

BY THE COMMISSION:

Florida Power & Light Company (FPL) filed an application on September 27, 2010, seeking authority pursuant to Section 366.04, Florida Statutes, and Chapter 25-8, Florida Administrative Code, to issue and sell securities. Notice of FPL's application was given in the Florida Administrative Weekly on November 19, 2010.

Proposed Transactions

FPL is a Florida corporation and was incorporated in 1925. FPL seeks authority to issue and sell and/or exchange any combination of the long-term debt and equity securities and/or to assume liabilities or obligations as guarantor, endorser or surety in an aggregate amount not to exceed $6.1 billion during calendar year 2011. In addition, FPL seeks permission to issue and sell short-term securities during calendar years 2011 and 2012 in an amount or amounts such that the aggregate principal amount of short-term securities outstanding at the time of and including any such sale shall not exceed $4.0 billion.

FPL advises that the long-term debt securities may include first mortgage bonds, medium-term notes, extendible commercial notes, debentures, convertible or exchangeable debentures, notes, convertible or exchangeable notes or other similar rights exercisable for or convertible into debt securities, or other straight debt or hybrid debt securities, whether subordinated or unsubordinated, secured or unsecured, including renewals and extensions thereof, with maturities ranging from one to one hundred years. FPL may issue long-term debt securities by extending the maturity of short-term securities. FPL may enter into warrants, options, rights, interest rate swaps currency swaps or other derivative instruments or other

DOCUMENT NUMBER-DATE
00738 JAN 31 =
FPSC-COMMISSION CLERK

arrangements. FPL may also enter into debt purchase contracts, obligating holders to purchase from FPL, and obligating FPL to sell, debt securities at a future date or dates.

In addition, FPL may enter into forward refunding or forward swap contracts during calendar year 2011. In conjunction with these forward contracts, FPL may issue and sell long-term debt through December 31, 2011, which FPL may commit to deliver under these forward contracts. Moreover, FPL may enter into installment purchase and security agreements, loan agreements, or other arrangements with political subdivisions of the States of Florida, Georgia, or other states, if any, where FPL becomes qualified to do business, or pledge debt securities or issue guarantees in connection with such political subdivisions' issuance, for the ultimate benefit of FPL, of pollution control revenue bonds, solid waste disposal revenue bonds, industrial development revenue bonds, variable rate demand notes or other "private activity bonds" with maturities ranging from one to forty years, bond anticipation notes or commercial paper. Such obligations may or may not bear interest exempt from federal, state or local tax.

Contemplated to be included as long-term or short-term debt securities, as appropriate, are borrowings from banks and other lenders under FPL's credit facilities and other loan agreements, as those may be entered into and amended from time to time. Also contemplated to be included as long-term or short-term debt securities, as appropriate, are borrowings by a wholly-owned, special purpose subsidiary or subsidiaries of FPL from banks and other lenders under loan agreements or other arrangements, as those may be entered into and amended from time to time, with the proceeds of such borrowings to be used solely for the benefit of (1) FPL's Florida utility operations, and (2) FPL's customers. On May 10, 2006, FPL entered into a $250 million five-year resetting revolving term loan facility expiring in May 2011, which FPL has now extended to May 2014. On April 3, 2007, FPL entered into a $2.5 billion five-year revolving credit and letter of credit facility, due April 3, 2012, with banks and other lenders. The revolving credit facility provides for, in addition to direct borrowings thereunder, the issuance of letters of credit for general corporate purposes. Effective April 3, 2008, lenders with commitments aggregating approximately $2.48 billion consented to the extension of their commitments to April 3, 2013 with one non-consenting lender's commitment of $17.0 million maturing on April 3, 2012. Effective May 28, 2009, the credit commitment of $26.9 million by Aurora Bank FSB's (fka Lehman Brothers Bank FSB), which was scheduled to expire on April 3, 2013, was terminated, thereby reducing the amount of total commitments under the revolving credit and letter of credit facility to approximately $2.47 billion. The aggregate principal amount of loans and letters of credit at any one time outstanding under the revolving credit facility may not exceed the aggregate amount of the commitments. Borrowings under the revolving credit facility are available for general corporate purposes, including support of FPL's commercial paper program and other short-term borrowings and to provide additional liquidity in the event of a property loss, including a transmission and distribution property loss. On May 4, 2010, FPL entered into a $500 million three-year revolving credit facility, due May 4, 2013 with banks and other lenders. The credit facility provides for the funding of loans up to an aggregate total of $500 million, which are available for FPL's general corporate purposes, including to provide back-up liquidity for FPL's commercial paper program and to provide liquidity in the event of a loss to FPL's operating facilities, including transmission and distribution facilities.

In addition, FPL has established an uncommitted credit facility with a bank. The bank may, at its discretion upon the request of FPL, make a short-term loan or loans to FPL in an aggregate amount determined by the bank, which is subject to change at any time. The terms of specific borrowings under the uncommitted credit facility, including maturities, are set at the time borrowing requests are made by FPL. Borrowings under the uncommitted facility may be used for general corporate purposes. Additionally, debt securities may be issued by FPL or its affiliates or subsidiaries in connection with one or more facilities secured by accounts receivable or involving the sale of accounts receivable or interests therein to be used solely for the benefit of FPL's regulated utility operations.

According to FPL, the equity securities may include common stock, preferred stock, preference stock, convertible preferred or preference stock, or warrants, options or rights to acquire such securities, or other similar rights exercisable for or convertible into preferred or preference stock, or purchase contracts obligating holders to purchase such securities, or other equity securities, with such par values, terms and conditions and relative rights and preferences as deemed appropriate by FPL and as are permitted by its Restated Articles of Incorporation, as amended and as they may be amended from time to time.

FPL also states that it may enter into financings, whereby FPL would establish and make an equity investment in one or more special purpose limited partnerships, limited liability companies, statutory trusts or other entities. FPL, or a wholly-owned subsidiary of FPL, would act as or appoint the general partner, managing member, sponsor, or other members of each such entity. The entity would offer preferred or debt securities to the public and use the proceeds to acquire debt securities from FPL. FPL would issue debt securities to the entity equal to the aggregate of its equity investment and the amount of preferred or debt securities sold to the public by the entity. FPL may also guarantee, among other things, the distributions to be paid by the affiliated entity to the preferred or debt securities holders. Payments by FPL on the debt securities sold to the entity would be used by that entity to make payments on the preferred or debt securities as well as on FPL's equity investment. Consequently, in the event of such a financing, to avoid double counting, FPL would only count the total amount of debt securities issued to the entity, and would not count the equity securities issued by the entity to FPL, the preferred or debt securities issued by the entity, or the related FPL guaranties against the total amount of proposed long-term debt and equity securities.

In connection with the issuance (i) by FPL of long-term or short-term debt securities or preferred or preference stock or (ii) by an affiliated entity of preferred or debt securities, in which FPL, or the affiliated entity is permitted by the terms of such securities to defer principal, interest or other distributions for certain payment periods, FPL may agree to sell additional equity securities and/or long-term or short-term debt securities and to use the proceeds from the sale of those other securities to make principal, interest or other distributions on such securities. In addition, in connection with the issuance (i) by FPL of long-term or short-term debt securities or preferred or preference stock or (ii) by an affiliated entity of preferred or debt securities, FPL may covenant, pledge or make other commitments in favor of holders of such securities, providing that the securities will not be redeemable or otherwise satisfied, discharged, defeased or otherwise acquired in certain circumstances unless the securities are redeemed or otherwise

satisfied, discharged, defeased or otherwise acquired with the proceeds from the issuance of a security or securities satisfying the provisions set forth in such covenant, pledge or other commitment.

The exchange of FPL's securities may be by way of an exchange of a security of FPL for another security or securities of FPL or of one of its subsidiaries or affiliates, or the exchange of a security of FPL or of one of its subsidiaries or affiliates for the security or securities of another entity.

The manner of issuance and sale and/or exchange of securities will be dependent upon the type of security being offered, the type of transaction in which the securities are being issued and sold and/or exchanged and market conditions at the time of the issuance and sale and/or exchange.

FPL also states that the short-term securities will have maturities of not more than twelve months and may be secured or unsecured, subordinated or unsubordinated. FPL may enter into warrants, options, rights, interest rate swaps, currency swaps or other derivative instruments or other arrangements relating to, as well as contracts for the purchase or sale of, short-term securities. Consistent with Securities and Exchange Commission "no-action" letters, FPL may issue and sell commercial paper without compliance with the registration requirements of the Securities Act of 1933, as amended, subject to certain conditions.

The short-term securities are issued to provide funds to temporarily finance portions of FPL's construction program and capital commitments and for other corporate purposes. Significant parts of FPL's construction program may be financed temporarily through the sale of short-term securities from time to time. Also, during the 2011-2012 period, FPL may need short-term financing for seasonal fuel requirements, for contingency financing such as fuel adjustment underrecoveries or storm restoration costs, and for the temporary funding of maturing or called long-term debt or equity securities.

The interest rate that FPL could pay on debt securities will vary depending on the type of debt instruments and the terms thereof, including specifically the length of maturity and whether the debt is secured or unsecured and subordinated or unsubordinated, as well as market conditions. As of June 30, 2010, it is estimated that a new issue of a 30-year first mortgage bond of FPL would have carried a yield to maturity of approximately 6.41% (with such estimated yield derived from the June 2010 Blue Chip Forecast). The dividend rate for preferred or preference stock is similarly affected by the terms of the offering. As of June 30, 2010, it is estimated a new issue of preferred stock of FPL would have carried a dividend yield of approximately 6.875%.

In addition, FPL states that it may from time to time issue instruments of guaranty, collateralize debt and other obligations, issue other securities, and arrange for the issuance of letters of credit and guarantees, in any such case to be issued (i) by FPL or by one or more of its subsidiaries for the benefit of FPL's utility operations, (ii) by non-affiliates in connection with FPL's utility operations, (iii) by FPL or by or on behalf of one or more of its subsidiaries in

connection with FPL customers' installations of energy efficiency measures, and/or (iv) in connection with other financings by FPL or on its behalf. To the extent that FPL issues instruments of guaranty, collateralizes debt or other obligations, issues other securities or arranges for the issuance of letters of credit or guarantees by or on behalf of FPL or by or on behalf of one or more of its subsidiaries or non-affiliates to benefit its utility operations, FPL will clearly demonstrate such benefits.

Purposes

According to FPL, the net proceeds to be received from the issuance and sale and/or exchange (if there are any net proceeds from an exchange) of the additional long-term debt and equity securities (with the exception of the proceeds of the issuance and sale of any pollution control revenue bonds, solid waste disposal revenue bonds, industrial development revenue bonds, variable rate demand notes or other "private activity bonds" or similar securities which will be used for specific purposes) will be added to FPL's general funds and will be used to finance the acquisition or construction of additional electric facilities and equipment, as well as capital improvements to and maintenance of existing facilities; to reacquire, by redemption, purchase, exchange or otherwise, any of its outstanding debt securities or equity securities; to repay all or a portion of any maturing long-term debt obligations; to satisfy FPL's obligations under guarantees; to repay all or a portion of short-term bank borrowings, commercial paper and other short-term debt outstanding at the time of such transactions; and/or for other corporate purposes. Proceeds, if any, may be temporarily invested in short-term instruments pending their application to the foregoing purposes. During the period 2011-2012, approximately $95.6 million of FPL's long-term debt will mature.

FPL maintains a continuous construction program, principally for electric generation, transmission, and distribution facilities. As of June 30, 2010, FPL estimated that capital expenditures under its 2011-2012 construction program will approximate $5.7 billion, including Allowance for Funds Used During Construction (AFUDC).

Anticipated construction expenditures in the 2011-2012 period include four projects that required a determination of need. Preconstruction expenditures and potential construction expenditures relate to a fifth project that also required a determination of need, and although identification of projects involving preconstruction expenditures is not required by the applicable rules, the fifth project is identified herein for the sake of completeness and transparency. The first project that received a determination of need is West County Energy Center Unit 3, a 1,219 megawatt (summer) natural gas-fired generating unit. The need for West County Energy Center Unit 3 was approved by the Commission in Order No. PSC-08-0591-FOF-EI issued on September 12, 2008. The estimated construction cost for this project is approximately $864.7 million including AFUDC and transmission interconnection costs. As of June 30, 2010, development, design and construction costs, including AFUDC and transmission interconnection costs expended on West County Energy Center Unit 3 were approximately $671 million. The second project that received a determination of need is the addition of approximately 400 megawatts of increased generating capacity at FPL's existing Turkey Point Nuclear Generating Station and St. Lucie Nuclear Power Plant (each an Uprate and collectively, the Uprates). This

increased capacity is scheduled to come in service in 2011, 2012 and 2013. The need for these capacity Uprates was approved by the Commission in Order No. PSC-08-0021-FOF-EI issued on January 7, 2008. The Florida Department of Environmental Protection Final Order for the Site Certification was issued in September 2008 for the St. Lucie Nuclear Power Plant Uprate and October 2008 for the Turkey Point Nuclear Generating Station Uprate. The non-binding cost estimate range for the Uprates is approximately $2.05 billion to $2.3 billion, including AFUDC and transmission interconnection costs, and the updated estimate of increased generating capacity is approximately 450 megawatts. As of June 30, 2010, the total design and construction costs, including AFUDC and transmission interconnection costs expended on the Uprates were approximately $467.7 million. The third project that received a determination of need is the Cape Canaveral Energy Center, a 1,210 megawatt (summer) natural gas-fired generating unit. The need for the Cape Canaveral Energy Center was approved by the Commission in Order No. PSC-08-0591-FOF-EI issued on September 12, 2008. The estimated construction cost for this project is approximately $1.12 billion including AFUDC and transmission interconnection costs. As of June 30, 2010, development, design and construction costs, including AFUDC and transmission interconnection costs expended on Cape Canaveral Energy Center were approximately $54.2 million. The fourth project that received a determination of need is the Riviera Beach Energy Center, a 1,212 megawatt (summer) natural gas-fired generating unit. The need for the Riviera Beach Energy Center was approved by the Commission in Order No. PSC-08-0591-FOF-EI issued on September 12, 2008. The estimated construction costs for the Riviera Beach Energy Center is $1.28 billion, including AFUDC and transmission interconnection costs. As of June 30, 2010, development, design and construction costs, including AFUDC and transmission interconnection costs expended on the Riviera Beach Energy Center were approximately $3.6 million. The fifth project that received a determination of need is the addition of two nuclear units at FPL's existing Turkey Point Nuclear Generating Station (Turkey Point Units 6 & 7) that, for planning purposes, are projected to be brought into service between 2022 and 2023. Each of the units is projected to add approximately 1,100 megawatts of firm capacity. The Commission approved the need for Turkey Point Units 6 & 7 in Order No. PSC-08-0237-FOF-EI issued on April 11, 2008. The non-binding cost estimate range for Turkey Point Units 6 & 7 is $12.8 billion to $18.7 billion, including AFUDC and transmission interconnection costs. As of June 30, 2010, total development, design and preconstruction costs, including AFUDC and transmission interconnection costs expended on Turkey Point Units 6 & 7 were approximately $106.2 million.

Under future market conditions, the interest rate on new issue long-term debt or the dividend rate on new issue preferred or preference stock of FPL may be such that it becomes economically attractive to reacquire a portion or all of certain of its long-term debt securities or equity securities, providing an opportunity for FPL to reduce interest or dividend expense even after accounting for such other considerations as the (i) reacquisition premium, (ii) other associated reacquisition expenses, and (iii) related income tax effects. This reduction would be beneficial to FPL's customers and, with proper regulatory treatment, would not be detrimental to FPL's common shareholder. Other important considerations in making such a decision would include an assessment of anticipated future interest and dividend rates and FPL's ability to raise enough new capital to finance its construction program while concurrently pursuing any refinancing opportunities. FPL might also consider reacquiring a portion or all of certain of its

long-term debt securities or equity securities for reasons other than interest or dividend expense reduction.

The forward refunding contracts would be for the purpose of refunding long-term debt (including but not limited to refunding pollution control revenue bonds, solid waste disposal revenue bonds and industrial development revenue bonds) which may be issued on FPL's behalf and which can be callable. Under federal tax law, the refunding of pollution control revenue bonds, solid waste disposal revenue bonds and industrial development revenue bonds with tax-exempt bonds issued more than 90 days prior to the redemption or retirement of the outstanding issue is heavily restricted. However, through a forward refunding contract, FPL could lock-in prevailing tax-exempt fixed rates for refunding pollution control revenue bonds, solid waste disposal revenue bonds and industrial development revenue bonds which would be issued 90 days prior to a call date of the outstanding issue. Alternatively, FPL could enter into a forward swap contract, to become effective on a call date of the outstanding issue, to lock-in prevailing tax-exempt fixed rates. Under future market conditions, it may be economical to enter into forward refunding or forward swap contracts, and any anticipated savings generated by such forward transactions would be spread over the combined life of the outstanding bonds and the refunding bonds starting with the execution of the forward contract.

FPL presently has a subsidiary which promotes the installation of energy efficiency measures by contracting with customers to guarantee the anticipated energy savings. To facilitate FPL's customers' installations of energy efficiency measures, FPL may issue instruments of guaranty, collateralize debt or other obligations, issue other securities, or arrange for the issuance of letters of credit or guaranties to promote energy efficiency savings contracted for by FPL or FPL subsidiaries with FPL customers.

In connection with this application, FPL confirms that the capital raised pursuant to the application will be used in connection with the activities of FPL and FPL's regulated subsidiaries and not the unregulated activities of its unregulated subsidiary or affiliates.

Having reviewed the application, it is the finding of this Commission that the transactions described in the application will not impair the ability of FPL to perform the services of a public utility. These transactions are for such lawful purposes within FPL's corporate powers and, as such, the application is granted.

Our approval of the proposed issuance of securities by FPL does not indicate specific approval of any rates, terms, or conditions associated with the issuance. Such matters are properly reserved for review by this Commission within the context of a rate proceeding.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the application of Florida Power & Light Company to issue and sell securities is approved as set forth herein. It is further

ORDERED that Florida Power & Light Company's request to issue and sell and/or exchange any combination of long-term debt and equity securities and/or to assume liabilities or obligations as guarantor, endorser, or surety in an aggregate amount not to exceed $6.1 billion during calendar year 2011 is granted. It is further

ORDERED that Florida Power & Light Company's request for authority to issue and sell short-term securities during calendar years 2011 and 2012 in an amount or amounts such that the aggregate principal amount of short-term securities outstanding at the time of and including any such sale shall not exceed $4.0 billion. It is further

ORDERED that Florida Power & Light Company's request for authority to enter into forward refunding or forward swap contracts during calendar year 2011, as set forth in the body of this Order, is granted. It is further

ORDERED that Florida Power & Light Company shall file a consummation report in compliance with Rule 25-8.009, Florida Administrative Code, within 90 days of the end of any fiscal year in which it issues any securities authorized by this Order. It is further

ORDERED that this docket shall remain open to monitor the issuance and/or sale of securities until Florida Power & Light Company submits and we have reviewed the Consummation Report, at which time it shall be closed administratively.

By ORDER of the Florida Public Service Commission this 31st day of January, 2011.

ANN COLE
Commission Clerk

(SEAL)

KEF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Power & Light Company to recover Scherer Unit 4 Turbine Upgrade costs through environmental cost recovery clause or fuel cost recovery clause.	DOCKET NO. 100404-EI ORDER NO. PSC-11-0080-PAA-EI ISSUED: January 31, 2011

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO BALBIS
JULIE I. BROWN

NOTICE OF PROPOSED AGENCY ACTION
ORDER DENYING PETITION TO RECOVER SCHERER UNIT 4 TURBINE UPGRADE COSTS THROUGH THE ENVIRONMENTAL COST RECOVERY CLAUSE OR THE FUEL COST RECOVERY CLAUSE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

Florida Power & Light Company (FPL) has requested approval to recover the costs associated with a turbine upgrade to the Scherer Unit 4 coal generating facility through either the Environmental Cost Recovery Clause (ECRC) or the Fuel Cost Recovery Clause (Fuel Clause). FPL asserts that with the installation of a new high pressure rotor to the Unit 4 turbine-generator, the plant will be able to generate approximately 35 MW of additional electricity output, which, in turn, will substantially offset the parasitic load imposed by the plant's environmental equipment which is being installed to comply with the Environmental Protection Agency's (EPA) Clean Air Interstate Rule (CAIR) and the Georgia Multipollutant Rule. The environmental equipment to be installed at Unit 4 includes a baghouse, a scrubber, and a selective catalytic reduction system. FPL expects to incur approximately $5-7 million in capital costs for the turbine upgrade, and asserts that the upgrade will result in net present value fuel savings to customers of approximately $240 million through 2045.

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FPL originally planned to perform the turbine upgrade at the same time that the environmental equipment is installed at the unit, scheduled to take place during an outage in 2012. In May 2010, however, the EPA issued a new greenhouse gas tailoring rule that FPL believes may require a New Source Review of Scherer Unit 4 for greenhouse gas emissions unless construction begins on the turbine upgrade prior to July 1, 2011. (75 Fed. Reg. 31513 et seq). Therefore, FPL is presently planning to arrange for delivery of the high pressure rotor in June 2011, with installation to commence shortly thereafter.

As explained in detail below, we find that the costs of the turbine upgrade are not eligible for recovery through either the ECRC or the Fuel Clause. We have jurisdiction over this subject matter pursuant to the provisions of Chapter 366, Florida Statutes (F.S.), including Sections 366.04, 366.05, 366.06, 366.825, and 366.8255.

DECISION

ECRC Eligibility

The ECRC, established in 1993 by the Florida Legislature, provides an investor-owned utility the opportunity to recover the costs associated with incremental changes in environmental regulations between rate cases. Pursuant to Section 366.8255, F.S., only the utility's prudently incurred environmental compliance costs may be recovered through the ECRC. Environmental compliance costs include " all costs or expenses incurred by an electric utility in complying with environmental laws or regulations . . ." Section 366.825(1)(d), F.S. Environmental laws or regulations include "all federal, state, or local statutes, administrative regulations, orders, ordinances, resolutions, or other requirements that apply to electric utilities and are designed to protect the environment." Section 366.8255(1)(c), F.S. The statute authorizes us to review and decide whether a utility's environmental compliance costs are recoverable through an environmental cost recovery factor. A utility may submit a petition to us describing its proposed environmental compliance activities and projected costs, and if the activities are approved, we "shall allow recovery of the utility's prudently incurred environmental compliance costs, including the costs incurred in compliance with the Clean Air Act, and any amendments thereto or any change in the application or enforcement thereof. . . ." Section 366.8255(2), F.S. The statute provides that any costs recovered in base rates may not also be recovered in the ECRC. Section 366.8255(5), F.S.

We first implemented the provisions of Section 366.8255, F.S., in Docket No. 930613-EI, In re: Petition to establish an environmental cost recovery clause pursuant to Section 366.8255, Florida Statutes (Gulf Order).[1] There, we identified the criteria required to demonstrate eligibility for cost recovery under the ECRC. We interpreted the statute to prescribe three requirements for recovery of environmental compliance costs through the clause. In the Gulf Order at page 6, we said:

> Upon petition, we shall allow the recovery of costs associated with an environmental compliance activity if:

[1] Order No. PSC-94-0044-FOF-EI, issued January 12, 1994.

1. such costs were prudently incurred after April 13, 1993;

2. the activity is legally required to comply with a governmentally imposed environmental regulation enacted, became effective, or whose effect was triggered after the company's last test year upon which rates are based; and,

3. such costs are not recovered through some other cost recovery mechanism or through base rates.

Beginning with the Gulf Order, and in several other decisions over the years, we have considered proposals for recovery of environmental compliance costs on a case-by-case basis, and with some flexibility; but, we have required fundamental compliance with the provisions of Section 366.8255, F.S. As the following review of our decisions indicates, and of particular importance to this case, we have consistently enforced the requirement that projects eligible for ECRC cost recovery must be required to comply, or remain in compliance with, a governmentally imposed environmental regulation.

The Gulf Order allowed recovery through the ECRC of Gulf's Environmental Auditing Program because the program ensured the efficient management of approved environmental programs to ensure cost-effective compliance with environmental regulations.[2] It also allowed recovery for general air quality costs and emission monitoring costs associated with changes in the scope of compliance with existing environmental regulations and new environmental regulations.[3] It denied recovery of Gulf's Clean Coal Technology program, however, because the program was a discretionary, voluntary research and development program not needed for compliance with any environmental regulations.

In Docket No. 990667-EI, In re: Petition by Gulf Power Company for approval of Plant Smith Sodium Injection System as new program for cost recovery through environmental cost recovery clause,[4] we approved the project both to comply with new Clean Air Act Amendment (CAAA) Phase II requirements and to maintain compliance with existing air permit requirements. In Docket No. 980007-EI, In re: Environmental Cost Recovery Clause,[5] we approved Gulf's additional groundwater monitoring equipment to continue to comply with an existing environmental requirement, because greater treatment capacity was needed. In that docket, we also approved two additional coal crushers that contributed to overall compliance with the CAAA at the Tampa Electric Company (TECO) Gannon station even though it was not clear that the additional crushers had initially been a part of TECO's overall NOx compliance strategy for Phase II of the CAAA.

In Docket No. 020648-EI, In re: Petition for approval of environmental cost recovery of St. Lucie Turtle Net Project for period of 4/15/02 through 12/31/02 by Florida Power & Light Company,[6] FPL's Nuclear Regulatory Commission (NRC) license to operate the St. Lucie

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[2] Gulf Order at 19.
[3] Gulf Order at 17.
[4] Order No. PSC-99-1954-PAA-EI, issued October 5, 1999.
[5] Order No. PSC-98-1764-FOF-EI, issued December 31, 1998.
[6] Order No. PSC-02-1421-PAA-EI, issued October 17, 2002.

nuclear power plant included Appendix B, which imposed certain requirements on FPL to protect several species of endangered sea turtles from entrapment in the cooling water intake canals of the plant. The NRC requirements included installation and maintenance of a five-inch mesh barrier net across the intake canal. Although the NRC requirements had not changed, FPL requested recovery of the costs for a new turtle net project, which included installation of a new net of sturdier material and support structures, conducting a bottom survey of the intake canal, maintenance dredging the canal in the vicinity of the net, and installing a sand pump near the net. These additional activities were not specifically required by Appendix B, but FPL explained that they were necessary to ensure that the net worked properly so that it could continue to comply with its NRC license. In this year's ECRC docket FPL has requested approval of additional modifications to its Turtle Net Project, which FPL asserts are necessary to remain in compliance with the requirements of Appendix B.

In Docket No. 050958-EI, In re: Petition for approval of new environmental program for cost recovery through Environmental Cost Recovery Clause by Tampa Electric Company,[7] we approved a new flue gas desulphurization system reliability program to amplify an existing program that we had approved earlier, because the program would allow TECO to comply with additional requirements of its Consent Decree with the EPA, even though the specific project TECO engineered was not required by the Consent Decree.

Finally, in Docket No. 060162-EI, In re: Petition by Progress Energy Florida, Inc. for approval to recover modular cooling tower costs through environmental cost recovery clause,[8] we approved Progress Energy Florida's (PEF) modular cooling tower project in order to continue compliance with wastewater discharge standards required by the Florida Department of Environmental Protection (DEP). PEF's discharge permit limits the temperature of discharge water into the Gulf of Mexico from the Crystal River plants to 96.5 degrees Fahrenheit. Increased inlet water temperatures from the Gulf during the summers of 2004 and 2005 forced PEF to reduce the output of the plants in order to remain in compliance with its discharge permit. The modular cooling towers along the discharge canal provided additional cooling capacity that allowed PEF to comply with its permit and avoid numerous, expensive derates of its base load generating units.

The Office of Public Counsel (OPC) argued that the cooling towers project was not eligible for cost recovery through the ECRC. OPC put forth several reasons for its position, but OPC's fundamental concern was that utilities were attempting to inappropriately expand the use of the clause dockets to recover costs that should be addressed in base rate proceedings. In Order No. PSC-07-0722-FOF-EI (Cooling Tower Order), we acknowledged OPC's concern, but asserted the need for flexibility in the application of the ECRC statute, as long as the basic criteria of the statute were met. At page 8 of the Cooling Tower Order, we said:

> We believe that this interpretation is consistent with our prior decisions, and with the intent of section 366.8255, Florida Statutes, which permits recovery of a wide variety of costs associated with compliance with governmentally imposed

[7] Order No. PSC-07-0499-FOF-EI, issued June 11, 2007.
[8] Order No. PSC-07-0722-FOF-EI, issued September 5, 2007.

> environmental requirements, if the costs were incurred after section 366.8255 was enacted, and if the costs are not being recovered in base rates or another cost recovery mechanism. We understand OPC's concern that utilities have the incentive to pass many costs through cost recovery mechanisms, and we are attuned to that concern, but that cannot lead us to restrict the eligibility of environmental costs beyond what the statute contemplates. . . . Further, we are not persuaded that a decision to approve the eligibility of the modular cooling towers project would lead to the scenario OPC's witness Hewson describes, as long as we continue to require a direct nexus between the project, its compliance costs, and the relevant environmental requirement.

FPL relies heavily on our decision in the Cooling Tower Order to support its request for recovery of the turbine upgrade costs in this case. According to FPL, PEF's modular cooling tower project avoided reductions in generating plant output from discharge temperature requirements, and FPL argues that its turbine uprate project will offset reductions in generating unit output due to the installation and operation of pollution controls at the Scherer plant. FPL does not take into account, however, the critical distinguishing fact between the two cases. The modular cooling tower project was designed to allow PEF to run its Crystal River plants in compliance with a governmentally imposed environmental requirement, DEP's wastewater discharge permit. If PEF did not comply with the temperature requirements, it could not run its plants. FPL's turbine upgrade is not designed to allow FPL to run Scherer Unit 4 in compliance with a governmentally imposed environmental requirement. Without the turbine upgrade, it can still run its plant. When the baghouse, scrubber, and selective catalytic reduction system, whose costs we have approved for recovery through the ECRC, are installed in 2012, FPL will be in compliance with applicable environmental regulations, with or without the turbine upgrade. In its response to our staff's 4th Set of Interrogatories No. 44 in Docket. No. 100007-EI, FPL agreed that "not proceeding with the upgrade of the steam turbine would not violate any federal, state or local environmental rule or regulation." Allowing recovery of FPL's turbine upgrade project to offset parasitic load from environmental equipment through the ECRC would open up a whole new, perhaps extensive, subset of recoverable costs. Virtually every pollution control system creates a parasitic load for a generating unit. We find that this new subset of costs is not contemplated by Section 366.8255, F.S., or our orders implementing the statute.

As this review of our ECRC decisions indicates, the facts and circumstances of environmental compliance projects eligible for cost recovery vary considerably, but the principle that connects them is our consistent insistence that the projects comply with the essential criteria of the statute and the Gulf Order, in particular here, the requirement that the projects be required to comply, or remain in compliance with, a governmentally imposed environmental regulation. FPL's Scherer Unit 4 turbine upgrade is a discretionary, voluntary project, and the costs associated with it are not environmental compliance costs required by any known environmental rule or regulation. Thus there is no "direct nexus between the project, its compliance costs, and the relevant environmental requirement." We find that the proposed project does not meet established criteria for recovery through the ECRC.

Fuel Clause Eligibility

The fuel clause is a regulatory tool designed to pass through to utility customers the costs associated with fuel purchases. The purpose is to prevent regulatory lag, which occurs when a utility incurs expenses but is not allowed to collect offsetting revenues until the regulatory body approves cost recovery. Regulatory lag has historically been a problem for utilities because of the volatility of fuel costs. It is not as much of a problem, however, when expenses, such as capital improvements, and operations and management costs, can be planned for and included in base rate calculations. Different states have addressed volatile fuel costs and the problem of regulatory lag in differing ways. Several jurisdictions, like Florida, have allowed recovery of fuel costs in a fuel adjustment clause, and in Florida the implementation of the fuel clause has changed and developed over the years.

From 1925 to 1951, before the Legislature granted us jurisdiction over investor-owned electric utilities, Florida's electric utilities benefited from a monthly fuel adjustment clause. Starting in 1951, when we obtained jurisdiction over them, the utilities applied a Commission-approved formula and placed the resulting charge on customers' bills. While some auditing functions were performed by our staff, no formal public hearing was held. In 1973-1974, a foreign oil embargo substantially increased the cost of oil, leading to increased consumer concern over fuel adjustment charges. On October 7, 1974, we opened a docket to fully review the clause process.[9] Two days later, on October 9, 1974, the Attorney General issued an advisory opinion which stated that the practice of allowing changes in the fuel adjustment charges without a public hearing was illegal under Florida law. 74 Op. Att'y. Gen. Fla. 309 (1974). On October 11, 1974, the first fuel adjustment clause hearing was held, which led to the approval of a stipulation that provided for a monthly hearing format on all fuel adjustment clauses.[10] During the 1974 proceeding, we also considered recommendations on the modification of the clause, and implemented a two-month lag between utilities filing for fuel clause recovery and the decision on cost recovery. The two month lag was intended as an incentive to the utilities to optimize fuel costs.

In 1980, we modified the clause again.[11] In Order No. 9273, we allowed the utilities to collect fuel and fuel-related expenses on a current basis. We subsequently modified the recovery clauses to allow recovery on the projections of future fuel and fuel-related expenditures subject to a true-up hearing in which the utilities' projected fuel expenditures are adjusted to recover only actual expenditures. From 1980 to 1998, we changed the fuel adjustment hearing schedule from once a month, to every six months, to the current yearly schedule.

In 1985, we amended the fuel clause process to better describe those items that would be recoverable under the fuel clause. Prior to the August 1985 fuel hearing, we instructed the parties and our staff to "provide information necessary for the Commission to be able to consider

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[9] Order No. 6357, issued November 26, 1974, in Docket No. 74680, In re: General Investigation of Fuel Adjustment Clauses of Electric Companies.

[10] Id.

[11] Order No. 9273, issued March 7, 1980, in Docket No. 74680, In re: General Investigation of Fuel Cost Recovery Clause. Consideration of Staff's Proposed Projected Fuel and Purchased Power Cost Recovery Clause with an Incentive Factor.

at the August 1985 fuel adjustment hearing whether the utilities were passing appropriate fixed and variable costs associated with fuel receipts through their fuel adjustment clauses."[12] Order No. 14546 approved a stipulation between OPC, FPL, TECO, Gulf, and FPC (now PEF) after a workshop exploring the issue. The policy outlined in Order No. 14546 consisted of two essential points regarding the scope and application of the fuel adjustment clause:

> 1. When similar circumstances exist, the Commission should attempt to treat, for cost recovery purposes, specific types of fossil fuel-related expenses in a uniform manner among the various electric utilities. At times, however, it may be appropriate to treat similar types of expenses in dissimilar ways.
>
> 2. Prudently incurred fossil fuel-related expenses which are subject to volatile changes should be recovered through an electric utility's fuel adjustment clause. The volatility of fossil fuel-related costs may be due to a number of factors including, but not necessarily limited to: price, quantity, number of deliveries, and distance. Except as noted below, these volatile fossil fuel-related charges are incurred by the utility for goods obtained or services provided prior to the delivery of fuel to the electric utility's dedicated storage facilities. (Dedicated storage facilities mean storage facilities which are used solely to serve the affected electric utility.) All other fossil fuel-related costs should be recovered through base rates.[13]

Order 14546 then discussed the parties' specific applications of the articulated policy, including, for example, the description of "invoiced fuel charges." It was determined that invoiced fuel charges should include all price revisions and adjustments relating to volume and quality of fuel. After discussing several specific applications of the policy, the parties agreed that our policy on fuel clause recovery should be flexible enough to cover some items that would normally go through base rates, and we approved that position. We discussed this fuel clause exception to base rate recovery as follows:

> In addition to stipulating to the foregoing applications of policy, the parties also recommended to the Commission that the policy it adopts be flexible enough to allow for recovery through fuel adjustment clauses of expenses normally recovered through base rates when utilities are in a position to take advantage of a cost-effective transaction, the costs of which were not recognized or anticipated in the level of costs used to establish the utility's base rates. One example raised was the cost of an unanticipated short-term lease of a terminal to allow a utility to receive a shipment of low cost oil. The parties suggest that this flexibility is appropriate to encourage utilities to take advantage of short-term opportunities not reasonably anticipated or projected for base rate recovery. In these instances, we will require that the affected utility shall bring the matter before the Commission at the first available fuel adjustment hearing and request cost recovery through the fuel adjustment clause on a case by case basis. The Commission shall rule on the

[12] Order No. 14546, p. 1
[13] Order No. 14546, p. 2

appropriate method of cost recovery based upon the merits of each individual case.[14]

In Order No. 14546 we approved the stipulation of the parties and adopted them as our own. We found that the stipulated provisions (including the fuel clause exception to base rate recovery), were an appropriate extension of the policy established by Order No. 6357.[15] As a result of the policy determinations, we made two lists. One list included charges properly considered in the computation of the average inventory price of fuel. The other list contained items that were more appropriately considered in the determination of base rates. It should be noted that each item on the lists was a shortened reference to the detailed description of the types of costs discussed earlier in the Order.[16]

It is Order No. 14546 that FPL relies upon to contend that the upgrade of the steam turbine (turbine upgrade) at the Plant Scherer Unit 4 coal plant is eligible for recovery through the Fuel Clause. The turbine upgrade will offset the loss in unit output resulting from the installation of required pollution control equipment at the generating unit. Scherer Unit 4's heat rate will also be improved by a rate of more than 400 Btu/kWh as a result of the turbine upgrade, meaning the unit will be able to generate electricity more efficiently in addition to increasing its output. FPL witness T.J. Keith states in FPL's September 1, 2010 testimony, that the turbine upgrade will result in fuel savings of approximately $240 million on a net present value basis, compared to a cost of about $7 million to upgrade the steam turbine.

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[14] Order No. 14546, p. 3

[15] In Order No. 6357, we discussed the purpose of the fuel adjustment clause as follows: "A fuel adjustment clause is intended to compensate for day-to-day fluctuations in the cost of fuel which cannot be anticipated in the base rates. It should be constructed and applied so as to reimburse the utility for the increase in the cost of fuel as related to generation. It also operates so as to pass on to the customer any savings realized by the utility from decreased cost of fuel. (Order No. 2515-A, dated April 24, 1959). . . It should be emphasized that a utility does not make a profit on its fuel costs. . . . The charge reflected on a customer's bill each month is designed only to provide for the recovery of fuel costs experienced by the utility in generating the customer's power. Conversely, it can and has resulted in a credit to the customer's bill when the price falls below the base cost of fuel. While some may question the propriety of allowing fuel costs to be recovered through an automatic adjustment clause, recent events underscore the basic reasons why such is done for this particular cost item as opposed to others. First, electric utilities rely largely upon fossil fuels to generate power; only Florida Power and Light Company now has a nuclear unit on the line and in service. Thus, their dependency on purchasing large quantities of fossil fuels will continue to exist for many years. Presently, fuel costs represent a substantial portion of operating costs; in some instances, fuel costs alone comprise more than half of a company's total operating costs. Any fluctuation, then, in fuel costs will have a significant impact on a company's earnings and can work to the detriment of the ratepayer or the utility depending on the direction of the movement unless some means exists to recoup those increased costs or refund those savings as quickly as possible. Rate cases are time consuming and expensive, and do not lend themselves to these objectives. Second, fuel costs are a highly volatile cost item unlike other costs of the utilities, such as wages and maintenance. When the volatility factor is coupled with the magnitude of fuel costs, one can readily conclude that the fuel adjustment clause is both a necessary and proper regulatory tool to insure that both the customer and the utility receive the benefits of responsive recognition to changes in the cost of generating electricity. We do not have the slightest doubt that a type of recovery clause should be retained by the utilities in order to accomplish this goal." Order No. 6357, issued November 26, 1974, in Docket No. 74680-CI, In re: General investigation of fuel adjustment clauses of electric companies.

[16] For instance, the discussion of invoiced fuel charges appears on the approved fuel clause recovery lists as items 1, 2 and 3. The fuel clause exception appears on the list as item number 10.

As Order No. 14546 states, recovery may be allowed for:

> Fossil fuel-related costs normally recovered through base rates but which were not recognized or anticipated in the cost levels used to determine current base rates and which, if expended, will result in fuel savings to customers. Recovery of such costs should be made on a case by case basis after Commission approval.

We find that the appropriate interpretation of this section of Order No. 14546 is that capital projects eligible for cost recovery through the Fuel Clause should produce fuel savings based on lowering the delivered price of fossil fuel, or otherwise result in burning lower price fuel at the plant. We note that the order discusses a "cost effective transaction," and gives as an example, "the cost of an unanticipated short-term lease of a terminal, to allow a utility to receive a shipment of low cost oil." (Order No. 14546, p. 3) This example clearly connects fuel savings to a project that lowers the delivered price of fossil fuel (i.e., the input price). Similarly, in Order No. PSC-95-1089-FOF-EI, issued on September 5, 1995,[17] we approved FPL's purchase of 462 high capacity aluminum rail cars for delivery of coal to Plant Scherer, a capital project that lowered the delivered price of fuel. The purchase of the rail cars enabled FPL to obtain favorable transportation rate savings from railroad companies that exceeded the recoverable cost of the purchase. That capital investment provided FPL customers an estimated $24 million in fuel savings, in the form of reduced fuel costs to FPL's customers, by lowering the delivered price, or input price, of coal. In contrast, the turbine upgrade increases the output and efficiency of the coal plant, resulting perhaps in less fuel burned per kWh, but it has no effect on the delivered price of coal.

As Order No. 14546 states, projects that request recovery of costs through the Fuel Clause should be "fossil fuel related." The turbine upgrade is a capital project that increases output and efficiency but is not specific to fossil fuel. Such an upgrade could as well be made to a nuclear plant's steam turbine. We do not consider the turbine upgrade to be a "fossil fuel-related cost," and therefore we find that it should not be recovered through the Fuel Clause.

In Attachment A to this Order, we have included a complete review of the capital costs that have been recovered through the fuel clause pursuant to Order 14546. As can be seen from that Attachment, all but two of the orders are consistent with our interpretation of Order 14546. One of these orders deals with incremental security costs incurred by utilities at nuclear power plants following the September 11, 2001 terrorist attacks. This was a unique circumstance, however, and we note that those security costs were subsequently removed from the fuel clause and included in the capacity cost recovery clause. FPL argues that the other order, Order No. PSC-96-1172-FOF-EI, issued on September 19, 1996,[18] supports its position that the turbine upgrade should be included in the fuel cost recovery clause. Order No. PSC-96-1172-FOF-EI did approve recovery through the Fuel Clause of costs associated with the thermal power uprate at FPL's Turkey Point nuclear-powered Units 3 and 4, a "non-fossil fuel-related" project. Order No. 14546 states, however, that a cost must be "fossil fuel-related" to be eligible for Fuel Clause

[17] Docket No. 950001-EI
[18] Docket No. 960001-EI

recovery. Order No. 14546 also states that; "recovery of such costs should be made on a case-by-case basis. . . ." While it is true that we granted recovery of "non-fossil fuel-related" costs through the Fuel Clause in those two discreet instances, we believe that the appropriate policy going forward is to restrict capital project cost recovery through the Fuel Clause to projects that are "fossil fuel-related" and that lower the delivered price, or input price, of fossil fuel. At the same time, we reaffirm our practice of reviewing the eligibility of projects for recovery on a case-by-case basis.

The turbine upgrade appears to be a cost effective project that would benefit FPL and its ratepayers, but for the reasons stated above, we find that it is not eligible for recovery through either the ECRC or the Fuel Clause.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that for the reasons set out in the body of this Order, the Petition by Florida Power & Light Company to recover Scherer Unit 4 Turbine Upgrade costs through the environmental cost recovery clause or the fuel cost recovery clause is denied. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 31st day of January, 2011.

ANN COLE
Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 21, 2011.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Docket No. Order No.	Project	Reasons for approval
930001-EI PSC-93-1331-FOF-EI	Martin gas pipeline lateral	Commission has the flexibility to review fossil fuel related costs on a case-by-case basis to determine whether those costs are appropriate for recovery through the fuel clause. Martin gas pipeline lateral has reduced costs, or at the very minimum, not resulted in any increased costs, and the decision was made with the ratepayers' interest in mind, which is to minimize cost. Recognizing the unique facts and circumstances regarding FPL's decision to construct the lateral, to alleviate regulatory lag, and to encourage utilities to take actions to reduce fuel costs to customers, we find that it is appropriate in this case to recover the depreciation and return on investment in the Martin gas pipeline lateral through the fuel recovery clause until FPL's next rate case.
940391-EI PSC-94-1106-FOF-EI	Conversion by FPL of Manatee units to burn orimulsion	By party stipulation and subject to conditions, Commission allowed fuel clause recovery pursuant to Order 14546 of conversion of Manatee Units 1 and 2 to burn orimulsion. The burning of orimulsion represented the most economical alternative to burning oil. The recovery amount was $72 million with a recovery period of the used and useful life of the assets. *The project was never commenced.*
951096-EI PSC-95-1299-NOR-EI	Oil Backout Rule	Was repealed because if a utility justifies a project that will result in fuel savings to its ratepayers, those oil backout costs will generally be recoverable through the fuel clause on a case-by-case basis.
950001 PSC-95-1089-FOF-EI	FPL's recovery of rail cars	By stipulation, Commission granted rail cars. Unanticipated fuel-related costs not included in the computation of base rates when economically beneficial to a utility's ratepayers, the cost of purchasing or leasing rail cars. FPL projects that the $24,024,000 cost will save ratepayers more than $24 million above the cost of the cars over a 15 year period. The purchase enabled FPL to obtain favorable transportation rate savings from railroad companies and thus lower the delivered price of fuel.
	FPC conversion of Intercession City combustion turbine units P7 and P9 to burn natural gas.	By stipulation. Order No. 14546 . . . allows a utility to recover fossil-fuel related costs that result in fuel savings, even if those costs were not previously addressed in determining base rates. Each oil CT was converted to gas and the conversion resulted in fuel savings. The conversions were to produce an estimated savings of $2.5 million with a recovery amount of $20 million over a 5 year recovery period.
950001-EI PSC-95-0450-FOF-EI	FPL modifications to Cape Canaveral Units 1 and 2, Fort Myers Unit 2, Riviera Units 3 and 4, and Sanford Units 3, 4, and 5 to use a more economic grade of residual fuel oil	FPL stated costs would be $2,754,502, and estimated savings of $80 million. These fuel savings result from the use of a more economic grade of residual fuel oil. In approving the fuel clause exception to base rates for these conversions, Commission quoted from Order 14546. We recognized that certain unanticipated costs may be appropriate for recovery through the fuel clause. Order 14546 allows fuel related expenditures that are not being recovered through a utility's base rates. . . . "While it is the Commission's intent in this order to establish comprehensive guidelines for the treatment of fossil fuel related costs, it is recognized that certain unanticipated costs may have been overlooked. If any utility incurs, or will incur, a fossil fuel related cost which was not addressed in this order and the utility seeks to recover such cost through its fuel adjustment clause, the utility should present testimony justifying such recovery in an appropriate fuel adjustment hearing." We have allowed in the past, when those expenditures result in significant savings to the utility ratepayers.
960001-EI PSC-96-1172-FOF-EI	FPL's uprate of Turkey Point Units 3 and 4	The thermal power uprate was estimated to produce $198 million in savings with a recovery amount of $10 million over 2 years. The savings are due to the difference between low cost nuclear fuel replacing higher cost fossil fuel.
960001-EI PSC-96-0353-FOF-EI	FPC conversion of Intercession city P8 and P10 turbine units to burn natural gas.	By stipulation. Order 14546 allows a utility to recover fossil-fuel related costs that result in fuel savings, even if those costs were not previously addressed in determining base rates. Each oil CT was converted to gas and the conversion resulted in fuel savings. The conversions were to produce an estimated savings of $16 million with a recovery amount of $2.6 million over a 5 year recovery period.
970001-EI PSC-97-1045-FOF-EI	FPC's conversion of Debary Unit 9 to burn natural gas	Order 14546 allows a utility to recover fossil-fuel related costs which result in fuel savings when those costs were not previously addressed in determining base rates. The oil CT was converted to gas and the conversion resulted in fuel savings. The conversion was to produce an estimated savings of $2.1 million with a recovery amount of $734,000 over a 5 year recovery period.
970001-EI PSC-97-0359-FOF-EI	FPC conversion of Debary 7, Bartow 3 and 4, Suwannee 1 to	By stipulation. Order 14546 allows a utility to recover fossil-fuel related costs which result in fuel savings when those costs were not previously addressed in determining base rates. Each oil CT was converted to gas and the conversion resulted in fuel savings. The conversions were to produce an estimated savings of $22 million with a recovery amount

Docket No. Order No.	Project	Reasons for approval
	burn natural gas	of $7.5 million over a 5 year recovery period.
970001-EI PSC-97-0359-FOF-EI	FPL's investment on rail cars	By stipulation. Recover the depreciation expense and return on investment for rail cars purchased to deliver coal to the Scherer Plant. Pursuant to Order 14546 unanticipated fuel-related costs not included in the computation of base rates may be considered for recovery through a utility's fuel clause. When economically beneficial to a utility's ratepayers, the cost of purchasing or leasing rail cars is considered to be a fuel-related expense that should be recovered through the fuel clause.
	FPL's modifications to generating plants and fuel storage facilities to use low gravity fuel oil.	By stipulation. These modifications will allow FPL to operate these plants and using a heavier more economic grade of residual fuel oil. Order 14546 allows a utility to recover fossil-fuel related costs which result in fuel savings when those costs were not previously addressed in determining base rates. The modifications were to produce an estimated savings of $19 million with a recovery amount of $2 million over a 3 year recovery period.
980001-EI PSC-98-0412-FOF-EI	FPC's conversion of Suwannee 3 to burn natural gas.	Order 14546 allows a utility to recover fossil-fuel related costs which result in fuel savings when those costs were not previously addressed in determining base rates. The oil CT was converted to gas and the conversion resulted in fuel savings. The conversion was to produce an estimated savings of $3.25 million with a recovery amount of $2.45 million over a 5 year recovery period.
980001-EI PSC-98-1715-FOF-EI	FPC's conversion of Debary 8 to burn natural gas	Order 14546 allows a utility to recover fossil-fuel related costs which result in fuel savings when those costs were not previously addressed in determining base rates. The oil CT was converted to gas and the conversion resulted in fuel savings. The conversion was to produce an estimated savings of $3.4 million with a recovery amount of $1.8 million over a 5 year recovery period.
010001-EI PSC-01-2516-FOF-EI		By stipulation. Parties restated that regulatory treatment of capital costs that are expected to reduce long-term fuel costs is the treatment prescribed in Order 14546 where we listed the types of costs that are recoverable through the Fuel Cost Recover Clause. . . . Parties also stipulated that the appropriate rate of return on the unamortized balance of capital projects with an in-service date on or after Jan 1, 2002, is the utility's cost of capital based on the midpoint of its authorized return on equity. We approve these stipulations as reasonable.
	Incremental Power Plant Security Costs request by FPL	We find that recovery of this incremental cost through the fuel clause is appropriate in this instance because there is a nexus between protection of FPL's nuclear generation facilities and the fuel cost savings that result from the continued operation of those facilities. Further, we believe that this type of cost is a potentially volatile cost, making it appropriate for recovery through the fuel clause. . . . In addition, we find that recovery of this cost through the fuel clause provides a good match between the timing of the incurrence and recovery of the cost. . . . We believe that approving recovery of this incremental power plant security cost through the fuel clause sends and appropriate message to Florida's investor-owned electric utilities that we encourage them to protect their generation assets in extraordinary, emergency conditions as currently exist. * *Incremental Security costs were moved into the capacity clause in Docket No. 020001-EI by Order No. PSC-02-1761-FOF-EI issued on December 13, 2002.*
050001-EI PSC-05-1252-FOF-EI	FPL sleeving project at St. Lucie No. 2	By Order 14546 we set forth certain criteria for establishing the types of expenses that are eligible for recovery through the fuel clause. In particular, a utility must show that a cost will not be recognized or is not anticipated to be recovered in current base rates. We believe that FPL knew about the potential to sleeve the tubes when it filed its minimum filing requirements for its most recent rate case. * *The FPL sleeving project was denied. The project was anticipated prior to FPL's rate case and should have been requested for recovery in base rates.*

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of base rate increase for extended power uprate systems placed in commercial service, pursuant to Section 366.93(4), F.S., and Rules 25-6.0423(7) and 28-106.201, F.A.C., by Florida Power & Light Company.	DOCKET NO. 100419-EI ORDER NO. PSC-11-0078-PAA-EI ISSUED: January 31, 2011

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO BALBIS
JULIE I. BROWN

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING FLORIDA POWER & LIGHT COMPANY PETITION FOR APPROVAL OF BASE RATE INCREASE FOR EXTENDED POWER UPRATE SYSTEMS

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

BACKGROUND

In 2006, the Florida Legislature adopted legislation, Section 366.93, Florida Statutes (F.S.), encouraging the development of nuclear energy in the state. In that section, the Legislature directed us to adopt rules providing for alternative cost recovery mechanisms that would encourage investor-owned electric utilities to invest in nuclear power plants. We adopted Rule 25-6.0423, F.A.C., which provides for an annual cost recovery proceeding to consider investor-owned utilities' requests for cost recovery for nuclear plants.

By Order No. PSC-08-0021-FOF-EI,[1] we made an affirmative determination of need for Florida Power & Light Company's (FPL or Company) Extended Power Uprate (EPU) project.

[1] Order No. PSC-08-0021-FOF-EI, issued January 7, 2008, in Docket No. 070602-EI, In re: Petition for determination of need for expansion of Turkey Point and St. Lucie nuclear power plants, for exemption from Bid Rule 25-22.082, F.A.C., and for cost recovery through the Commission's Nuclear Power Plant Cost Recovery Rule, Rule 25-6.0423, F.A.C.

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The EPU project will be accomplished at FPL's four nuclear units located at two nuclear generating plant sites in Florida: Turkey Point Units 3 and 4, and St. Lucie Units 1 and 2. The EPU projects will go into commercial service at various points in time, with the majority of the costs anticipated to go into plant in service when the modifications are completed in 2012 and 2013. There will also be interim in-service items, such as the modifications at the St. Lucie and Turkey Point units which are the subject of this Order

On October 7, 2010, FPL filed a petition to increase its base rates by the $1,952,620 revenue requirements associated with the 2010 modifications made at the St. Lucie and Turkey Point units pursuant to Rule 25-6.0423(7), F.A.C. Further, FPL has requested an additional $198,307 base rate increase for the 5-year amortization of EPU assets that are being retired during 2010 pursuant to Rule 25-6.0423(7)(e), F.A.C. FPL has also included a $48,335 true-up of the 2010 base rate revenue requirement for the St. Lucie 2 (PSL2) turbine gantry crane.[2] In total, FPL has requested a base rate increase of $2,199,261, which equates to $0.02 per month on a 1,000 kWh residential bill.

We have jurisdiction over this subject matter pursuant to the provisions of Section 366.93, F.S., and other provisions of Chapter 366, F.S.

DECISION

Base Rates

FPL has requested approval to increase its base rates by $1,952,620 for the EPU project modifications at the St. Lucie and Turkey Point units that went into service during 2010.

Rule 25-6.0423(7), F.A.C., states the following:

> (7) Commercial Service. As operating units or systems associated with the power plant and the power plant itself are placed in commercial service:
> (a) The utility shall file a petition for Commission approval of the base rate increase pursuant to Section 366.93(4), F.S., separate from any cost recovery clause petitions, that includes any and all costs reflected in such increase, whether or not those costs have been previously reviewed by the Commission; provided, however, that any actual costs previously reviewed and determined to be prudent in the Capacity Cost Recovery Clause shall not be subject to disallowance or further prudence review except for fraud, perjury, or intentional withholding of key information.
> (b) The utility shall calculate the increase in base rates resulting from the jurisdictional annual base revenue requirements for the power plant in conjunction with the Capacity Cost Recovery Clause projection filing for the year the power plant is projected to achieve commercial operation. The increase in base rates will be based on the annualized base revenue requirements for the power plant for the

[2] Order No. PSC-10-0207-PAA-EI, issued April 5, 2010, in Docket No. 090529-EI, In re: Petition to include costs associated with the extended power uprate project in base rates, by Florida Power & Light Company.

> first 12 months of operations consistent with the cost projections filed in conjunction with the Capacity Cost Recovery Clause projection filing.
>
> (c) At such time as the power plant is included in base rates, recovery through the Capacity Cost Recovery Clause will cease, except for the difference between actual and projected construction costs as provided in subparagraph (5)(c)4. above.
>
> (d) The rate of return on capital investments shall be calculated using the utility's most recent actual Commission adjusted basis overall weighted average rate of return as reported by the utility in its most recent Earnings Surveillance Report prior to the filing of a petition as provided in paragraph (7)(a). The return on equity cost rate used shall be the midpoint of the last Commission approved range for return on equity or the last Commission approved return on equity cost rate established for use for all other regulatory purposes, as appropriate.
>
> (e) The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

In compliance with Rule 25-6.0423(7), F.A.C., FPL submitted its calculation of the annualized base rate revenue requirements for the EPU project modifications for the first 12 months of operations. This calculation is shown on Attachment A, Page 1 of 25, attached to FPL's petition. We have reviewed the calculation of the $1,952,620 jurisdictional annual revenue requirement. We find that the annual revenue requirement calculation has been calculated in compliance with Rule 25-6.0423(7), F.A.C.

The 2010 expenditures related to the EPU project modifications are still under review in Docket No. 100009-EI. A final determination of the reasonableness and prudence of the 2010 expenditures will be made during 2011. Per Attachment A, Page 1 of 25, to FPL's petition, the increase in Electric Plant in Service included in the calculation is $9,580,345 ($9,467,123 jurisdictional), net of joint owners. If the $9,580,345 amount is revised based on a final audit and review of the 2010 expenditures, the annual revenue requirement will have to be recalculated. This would require a true-up of the revenues already collected and a revision of the related tariffs. Therefore, we further find that the approval of the $1,952,620 base rate increase shall be made subject to true-up and revision based on the final review of the 2010 EPU project modification expenditures at the St. Lucie and Turkey Point units in Docket No. 100009-EI.

Amortization

FPL has requested approval to increase its base rates by $198,307 for the 5-year amortization of EPU assets that are being retired during 2010 pursuant to Rule 25-6.0423(7)(e), F.A.C., which states:

> The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery

period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

Per Attachment A to FPL's petition, the net book value of the EPU asset retirements[3] will be $1,394,393 at December 31, 2010. This results in an annual amortization of $278,879 over the 5-year period. In addition, FPL has proposed to offset the annual amortization by an annual depreciation credit of $50,966 and an annual property tax credit of $16,445. This results in a net annual amortization of $211,468 ($198,307 jurisdictional).

We find that $198,307 is the appropriate jurisdictional annual amount for the 5-year amortization of the EPU assets that are being retired during 2010.

Request to Increase Base Rates

Per Order No. PSC-10-0207-PAA-EI,[4] FPL was authorized to increase its base rates by $354,225 for the PSL2 turbine gantry crane phase of the EPU project. This approval was subject to true-up and revision based on the final review of the 2009 turbine gantry crane phase expenditures in Docket No. 100009-EI, the Nuclear Cost Recovery Clause.

As shown on Page 22 of 25 of Attachment A to FPL's Petition, the Company is requesting a true-up to increase base rates by $48,335. The primary reason for the true-up is a $168,948 Electric Plant in Service difference between the estimated $2,455,535 used in the previous calculation and the final amount of $2,624,483 used in the current calculation. We have reviewed the true-up calculation and find that the $48,335 base rate increase shall be approved.

Appropriate Effective Date

FPL proposed to revise base rates by increasing the energy charge for all rate classes. FPL has allocated the total increase of $2,199,261 among the various rate classes with the energy and demand allocation factors FPL utilized in its calculation of the 2011 Capacity Cost Recovery factors (Docket No. 100001-EI). In response to our first set data requests, FPL explained that because of the comparatively small magnitude of the increase, changing the energy charges only, as opposed to changing the energy and demand charges, is expected to result in a more accurate recovery of the revenue requirement. The total base rate increase results in a $0.02 increase in the 1,000 kilowatt-hour residential bill.

Having approved the rate increase and the appropriate amortization, we find that the revised base rates shall be implemented thirty days after our vote on this matter. Furthermore, FPL shall file revised tariff sheets to implement our decision for administrative approval by our staff prior to their effective date.

Based on the foregoing, it is

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[3] Pages 5, 8, 10, 12, 16, and 18 of Attachment A to FPL's Petition (Document No. 08409-10)
[4] Order No. PSC-10-0207-PAA-EI, issued April 5, 2010, in Docket No. 090529-EI, In re: Petition to include costs associated with the extended power uprate project in base rates, by Florida Power & Light Company.

ORDERED by the Florida Public Service Commission that FPL's petition to increase its base rates by the $1,952,620 revenue requirements associated with the 2010 modifications made at the St. Lucie and Turkey Point units pursuant to Rule 25-6.0423(7), F.A.C., is hereby granted. It is further

ORDERED that $198,307 is the appropriate jurisdictional annual amount for the 5-year amortization of the EPU assets that are being retired during 2010. It is further

ORDERED that FPL request of a true-up to increase base rates by $48,335 is approved. It if further

ORDERED that the revised base rates shall be implemented thirty days after our vote on this matter. It is further

ORDERED that FPL shall file revised tariff sheets to implement our decision for administrative approval by our staff prior to their effective date. It is further

ORDERED that if no person whose substantial interests are affected by the proposed agency action files a protest within 21 days of the issuance of the order, this docket shall be closed upon the issuance of a consummating order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 31st day of January, 2011.

ANN COLE
Commission Clerk

(SEAL)

KY

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 21, 2011.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of base rate increase for extended power uprate systems placed in commercial service, pursuant to Section 366.93(4), F.S., and Rules 25-6.0423(7) and 28-106.201, F.A.C., by Florida Power & Light Company.	DOCKET NO. 100419-EI ORDER NO. PSC-11-0134-CO-EI ISSUED: February 25, 2011

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-11-0078-PAA-EI, issued January 31, 2011, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-11-0078-PAA-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 25th day of February, 2011.

ANN COLE
Commission Clerk

By: Dorothy E. Menasco
Dorothy E. Menasco
Deputy Clerk Supervisor

(SEAL)

KY

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FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

March 11, 2011

Mr. J. K. Irby
Alachua County Clerk of Court
Post Office Box 600
Gainesville, Florida 32602

Subject: 2010 Comprehensive Annual Financial Report

Dear Mr. Irby:

In order to increase our accountability to the constituency of the Suwannee River Water Management District, we have prepared our Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2010. A copy of this report on CD has been enclosed for you to keep on file.

This report contains an Introductory Section, a Financial Section, a Statistical Section, and Other Reports Section. It has been prepared in adherence with Generally Accepted Accounting Principles and the requirements of the Government Finance Officers Association.

This report is also available for viewing on our website at www.mysuwanneeriver.com in the Business & Financial section under About the District.

If you require further information, or if I can be of assistance, please call.

Sincerely,

Vern H. Roberts
Finance Officer

VR/kc
Enclosure

DON QUINCEY, JR.
Chairman
Chiefland, Florida

N. DAVID FLAGG
Vice Chairman
Gainesville, Florida

CARL E. MEECE
Secretary/Treasurer
O'Brien, Florida

ALPHONAS ALEXANDER
Madison, Florida

C. LINDEN DAVIDSON
Lamont, Florida

RAY CURTIS
Perry, Florida

HEATH DAVIS
Cedar Key, Florida

JAMES L. FRALEIGH
Madison, Florida

GUY N. WILLIAMS
Lake City, Florida

DAVID STILL
Executive Director
Lake City, Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF COMMISSION HEARING AND PREHEARING

TO

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
FLORIDA POWER & LIGHT COMPANY
DANIEL R. AND ALEXANDRIA LARSON
JAMES WOODS AND KELLY SULLIVAN WOODS

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 110018-EU

JOINT PETITION FOR MODIFICATION TO DETERMINATION OF NEED FOR EXPANSION OF AN EXISTING RENEWABLE ENERGY ELECTRICAL POWER PLANT IN PALM BEACH COUNTY BY SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND FLORIDA POWER & LIGHT COMPANY, AND FOR APPROVAL OF ASSOCIATED REGULATORY ACCOUNTING AND PURCHASED POWER AGREEMENT COST RECOVERY.

ISSUED: March 23, 2011

NOTICE is hereby given that the Florida Public Service Commission will hold a public hearing in the above referenced docket.

The hearing will be held at the following time and place:

9:30 a.m., Monday, April 25, 2011
Room 148, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

PURPOSE:

The purpose of this hearing is for the Commission to consider the joint petition of the Solid Waste Authority of Palm Beach County and Florida Power & Light Company and to (1) take final action to determine the need, pursuant to Section 403.519, Florida Statutes (F.S.), for

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the Solid Waste Authority of Palm Beach County's (SWA) expansion of its existing renewable energy electrical power plant located at its solid waste process and disposal site in Palm Beach County; (2) approve a purchase power contract between SWA and Florida Power & Light Company (FPL) and approve advanced funding for SWA and associated regulatory accounting and cost recovery treatment for FPL (cost recovery issues); and (3) to consider any motions or other matters that may be pending at the time of the hearing. The Commission may rule on any such motions from the bench or may take the matters under advisement. This proceeding shall: (1) allow SWA and FPL to present evidence and testimony in support of their joint petition for a determination of need for the proposed renewable energy electrical power plant and approval of the purchase power contract and associated cost recovery issues; (2) permit any intervenors to present testimony and exhibits concerning this matter; (3) permit members of the public who are not parties to the proceeding the opportunity to present testimony concerning this matter; and (4) allow for such other purposes as the Commission may deem appropriate.

The proceedings will be governed by the provisions of Chapter 120, F.S., Sections 377.709 and 403.519, F.S., and Chapters 25-22 and 25-106, Florida Administrative Code (F.A.C.).

Under Section 403.519, F.S., the Commission is the sole forum for the determination of need for the proposed expanded electrical power plant. In making its determination, the Commission must take into account the need for electric system reliability and integrity, the need for fuel diversity and supply reliability, the need for adequate electricity at a reasonable cost, and whether the proposed expansion is the most cost-effective alternative available. In addition, the Commission must expressly consider any renewable energy sources and technologies or conservation measures taken by or reasonably available to FPL which might mitigate the need for the expansion. The Commission may consider other matters within its jurisdiction which it deems relevant. The Commission's determination of need for the proposed plant expansion shall create a presumption of public need and necessity and shall serve as the Commission's report required by subsection 403.507(2)(a)2, F.S. An order entered by the Commission pursuant to this hearing shall constitute final agency action.

Only issues relating to the need for the proposed electrical power plant expansion, approval of the purchase power contract, and associated cost recovery issues will be heard at this hearing. Separate public hearings may be held before the Division of Administrative Hearings at a later date to consider environmental and other impacts of the proposed plant expansion and associated facilities.

Members of the public who are not parties to the need determination proceeding will have an opportunity to present testimony regarding the need for the proposed plant expansion,

approval of the purchase power contract, and associated cost recovery issues. All members of the public who wish to offer testimony should be present at the beginning of the hearing, 9:30 a.m., Monday, April 25, 2011. All witnesses will be sworn in and will be subject to cross-examination at the conclusion of their testimony. By providing public testimony, a person does not become a party to the proceeding. Anyone wishing to become a party to this need determination proceeding should file an appropriate petition pursuant to Rule 25-22.039, F.A.C., with the Office of the Commission Clerk at the address listed below. Copies of the petition should be sent by mail to all parties. Those wishing to intervene in these proceedings, unless appearing on their own behalf, must be represented by an attorney or other person who can be determined to be a qualified representative pursuant to Chapter 120, F.S., and Rule 28-106.106, F.A.C. Petitions for leave to intervene must be filed at least five (5) days before the final hearing, must conform with Rule 28-106.201(2), F.A.C., and must include allegations sufficient to demonstrate that the intervenor is entitled to participate in the proceeding as a matter of constitutional or statutory right or pursuant to Commission rule, or that the substantial interests of the intervenor are subject to determination or will be affected through the hearing.

Written comments regarding the need for the expansion of the proposed plants and associated facilities, approval of the purchase power contract, and associated cost recovery issues may be sent to the Commission at the following address:

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Re: Docket No. 110018-EU

GENERAL LOCATION AND PROJECT DESCRIPTION

SWA proposes to expand its existing municipal solid waste (MSW) to energy facility by approximately 93 megawatts (MW) through the addition of three incinerator/steam boiler trains with one steam turbine-generator set. The expanded facility will utilize a mass-burn combustion process in which MSW is incinerated in specifically designed boilers to produce high pressure steam suitable for producing electricity via conventional stem turbine generators. The expanded facility will be capable of generating a gross maximum 168 MW. The proposed expanded facility will be wholly owned by SWA and will be in-service no later than the year 2015. All of the generation capacity from the expanded unit will be committed to FPL for retail sale to its customers.

PREHEARING CONFERENCE

A prehearing conference will be held at the following time and place:

1:30-3:30 p.m., Monday, April 18, 2011
Room 148, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

The purpose of this prehearing conference is: (1) to define and limit, if possible, the number of issues; (2) to determine the parties' positions on the issues; (3) to determine what facts, if any, may be stipulated; (4) to dispose of any motions or other matters that may be pending; and (5) to consider any other matters that may aid in the disposition of this case.

JURISDICTION

This Commission is vested with jurisdiction over the subject matter of this proceeding by Sections 377.709 and 403.519, Florida Statutes.

EMERGENCY CANCELLATION OF PROCEEDINGS

If settlement of the case or a named storm or other disaster requires cancellation of the proceedings, Commission staff will attempt to give timely direct notice to the parties. Notice of cancellation will also be provided on the Commission's website (http://www.psc.state.fl.us/) under the Hot Topics link found on the home page. Cancellation can also be confirmed by calling the Office of the General Counsel at 850-413-6199.

A copy of SWA and FPL's joint petition and supporting exhibits are available for public inspection during normal business hours at the following location:

Florida Public Service Commission
Office of Commission Clerk
Room 110 - Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this 23rd day of March, 2011.

ANN COLE
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

(SEAL)

LDH

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of residential service dynamic price response pilot rate by Florida Power & Light Company.	DOCKET NO. 110031-EG ORDER NO. PSC-11-0176-PCO-EG ISSUED: March 28, 2011

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

ORDER SUSPENDING TARIFFS

BY THE COMMISSION:

On January 14, 2011, Florida Power & Light Company (FPL) petitioned the Commission for approval of its proposed Residential Service Dynamic Price Response Pilot Rate ("Pilot Rate") program and associated Tariff Sheets Nos. 8.220 and 8.030.2. The Pilot Rate program proposed by FPL is an effort to fulfill its commitment under the terms of a grant FPL was awarded by the Department of Energy. The $200 million grant, which is stimulus funds from the American Recovery and Reinvestment Act (ARRA), was awarded to FPL for the implementation of its Energy Smart Florida (ESF) In-Home Technology Project (the Project). We have jurisdiction over this matter pursuant to Section 366.06(1), Florida Statutes.

Pursuant to Section 366.03(3), Florida Statutes, we may withhold consent to the operation of all or any portion of the new rate schedules, delivering to the utility requesting such increase a reason or written statement of good cause for doing so with in 60 days. Having reviewed the Utility's petition, we require additional time to gather information and make an informed decision on FPL's proposed Pilot Rate program and its associated tariff sheets. This reason constitutes good cause to suspend the tariffs, consistent with the requirement of Section 366.06 (3), F.S.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's Pilot Rate program and its associated tariff sheets shall be suspended. It is further

ORDERED that this docket shall remain open.

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By ORDER of the Florida Public Service Commission this 28th day of March, 2011.

ANN COLE
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

(SEAL)

KY

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for extension of governmental adjustment factor tariff and approval of seventh revised tariff sheet No. 9.725 by Florida Power & Light Company.	DOCKET NO. 090422-EI ORDER NO. PSC-10-0013-CO-EI ISSUED: January 4, 2010

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0755-TRF-EI, issued November 17, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0755-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 4th day of January, 2010.

ANN COLE
Commission Clerk

(SEAL)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power & Light Company.	DOCKET NO. 070231-EI
In re: Petition for approval of underground conversion tariff revisions, by Florida Power & Light Company.	DOCKET NO. 080244-EI ORDER NO. PSC-10-0028-PCO-EI ISSUED: January 13, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

ORDER SUSPENDING TARIFFS

BY THE COMMISSION:

Background

Docket No. 070231-EI

On April 2, 2007, Florida Power & Light Company (FPL) filed its underground residential distribution (URD) and underground commercial/industrial distribution (UCD) tariffs. By Order No. PSC-07-0835-TRF-EI, issued October 16, 2007, we proposed to approve these tariffs. However, on November 6, 2007, the Municipal Underground Utilities Consortium (MUUC) and the City of Coconut Creek (Coconut Creek) filed their timely protest of that order. Also, the City of South Daytona (South Daytona) was granted intervention by Order No. PSC-08-0486-PCO-EI, issued August 1, 2008. Although the Order proposing to approve the tariffs was protested, the tariff rates in that Order remained in effect with any charges collected held subject to refund. A formal hearing was scheduled, but was continued to allow FPL to file revised tariff sheets to reflect the changes in Rule 25-6.078, Florida Administrative Code (F.A.C.), which require certain additional operating costs to be taken into consideration.

On April 1, 2008, FPL filed revised URD and UCD tariffs, which it alleged reflected the changes in Rule 25-6.078, F.A.C. By Order No. PSC-08-0774-TRF-EI, issued November 24, 2008, we proposed to approve the April 1, 2008, tariffs in Docket No. 070231-EI. On December 15, 2008, MUUC timely protested Order No. PSC-08-0774-TRF-EI, requesting this matter be set for a formal hearing. On December 16, 2008, South Daytona filed an untimely protest. Pending

DOCUMENT NUMBER-DATE
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resolution of the protests, the April 1, 2008, tariffs have remained in effect with any charges collected held subject to refund.

On May 14, 2009, the protesters confirmed that they were withdrawing their objections to the UCD tariffs approved in this docket.

Docket No. 080244-EI

On April 30, 2008, FPL filed a petition requesting approval of its underground conversion tariffs, in order to implement the requirements of amended Rule 25-6.115, F.A.C. On May 28, 2008, MUUC filed a petition to intervene, which was granted by Order No. PSC-08-0460-PCO-EI, issued on July 17, 2008. On June 6, 2008, South Daytona filed a petition to intervene, which was granted by Order No. PSC-08-0461-PCO-EI, issued on July 17, 2008.

By Order No. PSC-08-0780-TRF-EI, issued November 26, 2008, we proposed to approve these tariffs. On December 17, 2008, MUUC, Coconut Creek, the Town of Palm Beach (Palm Beach), and Town of Jupiter Inlet (Jupiter Inlet) timely protested Order No. PSC-08-0780-TRF-EI, requesting this matter be set for a formal hearing. On December 22, 2008, South Daytona filed an untimely protest. The underground conversion tariffs approved by Order No. PSC-08-0780-TRF-EI remain in effect with any collections being held subject to refund.

Consolidation

By Order No. PSC-09-0114-PCO-EI, issued February 25, 2009, both dockets were consolidated and scheduled for a formal administrative hearing on June 3-4, 2009, with all subsequent filings to be filed in Docket No. 080244-EI.

Further proceedings

When the hearing was convened on June 3, 2009, the parties announced that they had reached philosophical agreement on a settlement of these two dockets along with Docket No. 080522-EI, In re: Petition and Complaint by Municipal Underground Utilities Consortium, Town of Palm Beach, Town of Jupiter Inlet Colony, and City of Coconut creek for relief from unfair charges and practices of Florida Power & Light Company. The parties requested that the hearing be held in abeyance until the parties could complete the actions contemplated under the proposed settlement. At a later date the parties indicated they would formally submit the settlement along with revised tariff sheets for Commission approval. The parties completed the necessary actions and submitted the settlement for approval on November 20, 2009. The City of South Daytona withdrew as an intervenor in these dockets on October 22, 2009.

We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

Suspension of Tariffs

The proposed settlement would resolve Docket Nos. 070231-EI and 080244-EI, as well as the complaint filed in Docket No. 080522-EI. As part of the settlement, revised tariff sheets

were filed. By statute, we have sixty days from the date of filing to approve, deny, or suspend a tariff. Pursuant to Section 366.06(3), F. S., we may withhold consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such increase a reason or written statement of good cause for doing so within 60 days. Because of other rate case work load, our staff has not been able to adequately review the proposal to ensure that the settlement adequately addresses all the issues raised in the three dockets. We find that this is good cause for suspending the revised tariffs; therefore, the revised tariffs are suspended to allow our staff adequate time to review the settlement in its entirety.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the revised tariff sheets filed by Florida Power & Light Company are suspended. It is further

ORDERED that these dockets shall remain open so that we may address the substance of the settlement.

By ORDER of the Florida Public Service Commission this 13th day of January, 2010.

ANN COLE
Commission Clerk

(SEAL)

RRJ

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of cost recovery for new environmental program by Progress Energy Florida.	DOCKET NO. 100025-EI ORDER NO. PSC-10-0099-PAA-EI ISSUED: February 22, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING PROGRESS ENERGY FLORIDA'S NEW ENVIRONMENTAL PROGRAM FOR COST RECOVERY THROUGH THE ENVIRONMENTAL COST RECOVERY CLAUSE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

CASE BACKGROUND

On January 8, 2010, Progress Energy Florida, Inc. (PEF or Company) filed a petition for approval of a new environmental program, the Information Collection Request (ICR) Compliance Program, and for cost recovery through the Environmental Cost Recovery Clause (ECRC). PEF's petition was filed pursuant to Section 366.8255, Florida Statutes (F.S.), and Commission Order Nos. PSC-94-0044-FOF-EI and PSC-99-2513-FOF-EI.[1]

In 2009, the U.S. Environmental Protection Agency (EPA) initiated efforts to develop an ICR, which requires that owners/operators of all coal- and oil-fired electric utility steam generating units provide information that will allow the EPA to assess the emissions of hazardous air pollutants from each unit. The intention of the ICR is to assist the Administrator of

[1] Order No. PSC-94-0044-FOF-EI, issued on January 12, 1994, in Docket No. 930613-EI, In Re: Petition to establish an environmental cost recovery clause pursuant to Section 366.0825, F.S. by Gulf Power Company; Order No. PSC-99-2513-FOF-EI, issued on December 22, 1999, in Docket No. 990007-EI, In Re: Environmental Cost Recovery Clause.

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the EPA in developing national emission standards for hazardous air pollutants under Section 112(d) of the Clean Air Act, 42 U.S.C. 7412. Pursuant to those efforts, by letter dated December 24, 2009, the EPA formally requested that PEF comply with certain data collection and emissions testing requirements for several of its steam electric generating units. The EPA letter states that initial submittal of existing information must be made within 90 days, and that the remaining data must be submitted within 8 months. Collection and submittal of the requested information is mandatory under Section 114 of the Clean Air Act, 42 U.S.C. 7414.

PEF requests that we approve for cost recovery through the ECRC all expenditures incurred in complying with the EPA's ICR. The Company estimated that the total project costs will be approximately $854,000 for 2010. It currently anticipates that all costs for complying with the ICR will be incurred in 2010. PEF does not seek to revise the ECRC factors established for 2010 by Commission Order No. PSC-09-0759-FOF-EI.[2] Instead, the Company proposes to include in its ECRC Estimated/Actual True-Up filing for 2010 all program costs incurred subsequent to the filing of this petition through the end of 2010.

We have jurisdiction over the subject matter of this petition pursuant to Section 366.8255, F.S.

ANALYSIS & RULING

The letter PEF received from the EPA in December 2009 formally requested that the Company comply with certain data collection and emissions testing requirements for sixteen (16) steam electric generating units located in various PEF facilities. The EPA letter outlines a phased approach for the Company's collection and submission of the requested information. First, PEF is required to collect and submit existing information on all affected units, such as installation dates, any modifications made to the units, and configuration information. Second, PEF is required to conduct site-specific emissions testing on certain units. The EPA letter states that initial submittal of existing information must be made within 90 days, and that the remaining data must be submitted within 8 months. These requirements are summarized, by facility, in Table 1 below.

Table 1: EPA's Information Collection and Testing Requirements

State	Facility	Unit to be Tested	Surrogate Category for Testing
FL	Anclote	1	Comprehensive Oil-Fired Testing
FL	Anclote	2	Comprehensive Oil-Fired Testing
FL	Crystal River	1	Acid Gases
FL	Crystal River	1	Non-Dioxin/Furan Organic HAP and Dioxin/Furan HAPs
FL	Crystal River	1	Mercury and Metals
FL	Crystal River	5	Acid Gases

[2] Order No. PSC-09-0759-FOF-EI, issued on November 18, 2009, in Docket No. 090007, In Re: Environmental Cost Recovery Clause.

FL	Suwannee	2	Comprehensive Oil-Fired Testing
FL	Suwannee	3	Comprehensive Oil-Fired Testing

PEF seeks approval to recover through the ECRC all costs incurred to comply with the ICR. The Company asserted that none of the costs for which PEF seeks recovery were included in the MFRs that PEF filed in its last ratemaking proceeding, Docket No. 050078-EI, or PEF's pending ratemaking proceeding, Docket No. 090079-EI. The costs associated with the ICR Compliance Program are, therefore, not recovered in PEF's base rates.

In order to ensure that the costs incurred to comply with the ICR are prudent and reasonable, PEF has initiated a competitive bidding process to identify qualified outside contractors to assist internal PEF staff in collecting and processing the required information. We will further assess the process details in a timely manner through Docket No. 100007-EI, In Re: Environmental Cost Recovery Clause. The Company expects that all of the expenditures associated with the program will be subject to audit by this Commission, and that the appropriate allocation of program costs to rate classes will be addressed in connection with those subsequent filings.

Electric utilities may petition to recover projected environmental compliance costs required by environmental laws or regulations. Section 366.8255(2), F.S. Environmental laws or regulations include "all federal, state or local statutes, administrative regulations, orders, ordinances, resolutions, or other requirements that apply to electric utilities and are designed to protect the environment." Section 366.8255(1)(c), F.S. If we approve the utility's petition for cost recovery through this clause, only prudently incurred costs may be recovered. Section 366.8255(2), F.S.

We have previously held that costs of complying with the ICR are recoverable under the ECRC. By Order No. PSC-09-0759-FOF-EI,[3] we granted Florida Power & Light Company's (FPL) and Gulf Power Company's (Gulf) requests for ECRC cost recovery for ICR Compliance programs. In addition, PEF's ICR Compliance Program meets the criteria for ECRC cost recovery established by our Order No. PSC-94-0044-FOF-EI,[4] in that:

(a) all expenditures will be prudently incurred after April 13, 1993;
(b) the activities are legally required to comply with a governmentally imposed environmental regulation enacted, became effective, or whose effect was triggered after the Company's last test year upon which rates are based; and
(c) none of the expenditures are being recovered through some other cost recovery mechanism or through base rates.

[3] Order No. PSC-09-0759-FOF-EI, issued on November 18, 2009, in Docket No. 090007-EI, In Re: Environmental Cost Recovery Clause.
[4] Order No. PSC-94-0044-FOF-EI, issued on January 12, 1994, in Docket No. 930613-EI, In Re: Petition to establish an environmental cost recovery clause pursuant to Section 366.0825, F.S. by Gulf Power Company.

In conclusion, we find that PEF's ICR Compliance Program satisfies the statutory requirements specified in Section 366.8255, F.S. Accordingly, we hereby grant PEF's petition for approval of ECRC cost recovery for its ICR Compliance Program. The appropriate allocation of program costs to rate classes shall be addressed in the 2010 ECRC annual hearing in connection with the Company's subsequent filing in Docket No. 100007-EI, In re: Environmental Cost Recovery Clause.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida, Inc.'s petition for approval of cost recovery for its Information Collection Request Compliance Program through the Environmental Cost Recovery Clause is hereby granted. It is further

ORDERED that the appropriate allocation of program costs to rate classes shall be addressed in the 2010 Environmental Cost Recovery Clause hearing in connection with Progress Energy Florida, Inc.'s subsequent filing in Docket No. 100007-EI, In re: Environmental Cost Recovery Clause. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd day of February, 2010.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

ARW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on March 15, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of change in reuse rate by Aqua Utilities Florida, Inc.	DOCKET NO. 100049-WS ORDER NO. PSC-10-10-0209-PCO-WS ISSUED: April 5, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

ORDER SUSPENDING TARIFF

BY THE COMMISSION:

Aqua Utilities Florida, Inc. (AUF or Utility) is a wholly-owned subsidiary of Aqua America, Inc. AUF provides water and wastewater service in eighty-two certificated service areas (57 water and 25 wastewater systems) in 16 counties. Water and wastewater rates were last established for AUF in its 2008 rate case.[1]

On January 22, 2010, AUF filed a petition for approval of a change in its reuse rate. This rate is only available to the South Seas service area of Lee County. Within this service area is one customer, South Seas Resort Owner, L.L.C. or the South Seas Island Resort (SSIR). As stated in AUF's petition, the requested change in reuse rates involves a wastewater treatment plant (WWTP) owned by AUF, which is located on Captiva Island in Lee County, Florida. AUF is required by law to properly dispose of treated effluent from its WWTP, and has determined that the only feasible disposal site is the SSIR golf course, located adjacent to the wastewater treatment plant. The Florida Department of Environmental Protection requires AUF to be in a contract with the disposal site owner; therefore, AUF has an Effluent and Irrigation Agreement with SSIR. The agreement was written assuming all costs to pipe and deliver the effluent to SSIR would be AUF's responsibility, and SSIR would pay AUF for the volume of effluent delivered pursuant to the reuse rate set forth in AUF's tariff.

Through its petition, AUF is requesting that we approve a special reuse rate which would allow for AUF to provide the effluent to SSIR at no cost. The 60-day statutory deadline to suspend AUF's request is March 23, 2010. We have jurisdiction to consider this matter pursuant to Section 367.081, Florida Statutes (F.S.).

[1] See Order No. PSC-09-0385-FOF-WS, issued May 29, 2009, in Docket No. 080121-WS, In re: Application for increase in water and wastewater rates in Alachua, Brevard, DeSoto, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.

DOCUMENT NUMBER-DATE
02475 APR-5 ≥
FPSC-COMMISSION CLERK

Section 367.091(4), F.S., provides that a change in any rate schedule may not be made without our approval. Furthermore, pursuant to Section 367.081(6), F.S., we may withhold consent to the operation of any rate request or any portion thereof by a vote to that effect within 60 days after the date of filing the rate request.

We have reviewed the filing and have considered the information filed in support of the rate application and the proposed final rates. We believe it is necessary to gather additional information in order to make an informed decision regarding AUF's tariff proposal. Accordingly, AUF's proposed reuse rate shall be suspended.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Aqua Utility Florida, Inc.'s proposed reuse rate shall be suspended. It is further

ORDERED that this docket shall remain open pending a decision on the requested reuse rate change.

By ORDER of the Florida Public Service Commission this 5th day of April, 2010.

ANN COLE
Commission Clerk

(SEAL)

LAH

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to include costs associated with the extended power uprate project in base rates, by Florida Power & Light Company.	DOCKET NO. 090529-EI ORDER NO. PSC-10-0207-PAA-EI ISSUED: April 5, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING PETITION TO INCREASE BASE RATES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

BACKGROUND

In 2006, the Florida Legislature adopted Section 366.93, Florida Statutes (F.S.), to encourage the development of nuclear energy in the state. In that section, the Legislature directed us to adopt rules providing for alternative cost recovery mechanisms that would encourage investor-owned electric utilities to invest in nuclear power plants. We adopted Rule 25-6.0423, F.A.C., which provides for an annual clause recovery proceeding to consider investor-owned utilities' requests for cost recovery for nuclear plants.

By Order No. PSC-08-0021-FOF-EI,[1] we made an affirmative determination of need for Florida Power & Light Company's (FPL) Extended Power Uprate (EPU) project. The EPU project will be accomplished at FPL's four nuclear units located at two nuclear generating plant sites in Florida: Turkey Point Units 3 and 4, and St. Lucie Units 1 and 2. The EPU projects will

[1] Order No. PSC-08-0021-FOF-EI, issued January 7, 2008, in Docket No. 070602-EI, In re: Petition for determination of need for expansion of Turkey Point and St. Lucie nuclear power plants, for exemption from Bid Rule 25-22.082, F.A.C., and for cost recovery through the Commission's Nuclear Power Plant Cost Recovery Rule, Rule 25-6.0423, F.A.C.

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

go into commercial service at various points in time, with the majority of the costs anticipated to go into plant in service when the modifications are completed in 2011 and 2012. There will also be interim in-service items, such as the modification to the St. Lucie 2 (PSL2) turbine gantry crane, which is the subject of this Order.

On December 4, 2009, FPL filed a petition to increase its base rates by the $354,225 revenue requirements associated with the 2009 PSL2 turbine gantry crane project pursuant to Rule 25-6.0423(7), F.A.C. FPL also requested an additional $16,924 base rate increase for the 5-year amortization of EPU assets retired during 2009 pursuant to Rule 25-6.0423(7)(e), F.A.C. In total, FPL requested a base rate increase of $371,148. This base rate increase is less than $0.01 per month on a typical 1,000 kWh residential bill.

Our staff originally filed its recommendation on January 13, 2010, for our consideration at the January 26, 2010, Agenda Conference. On January 22, 2010, FPL sent an e-mail[2] to the parties stating that the gantry crane revenue requirement was not sufficient by itself to change base rates. Based on the wording in the e-mail, it was not clear whether FPL's petition was being revised in some manner. In order to adequately evaluate the impact of FPL's e-mail on the recommendation, we deferred the recommendation at the January 26, 2010, Agenda Conference. An informal meeting was noticed and held on February 15, 2010, to discuss FPL's e-mail. FPL indicated that the gantry crane investment and expenses would be included in rate base and net operating income for earnings surveillance purposes. However, FPL proposed that the requested gantry crane operating revenue increase would not be implemented until it could be combined with other operating revenue increases in the next Nuclear Cost Recovery base rate filing. For the reasons discussed herein, we grant FPL's petition as originally filed, with adjustments.

We have jurisdiction over this subject matter pursuant to the provisions of Section 366.93, F.S., and other provisions of Chapter 366, F.S.

ANALYSIS AND DECISION

FPL has requested approval to increase its base rates by $354,225 for the turbine gantry crane phase of the EPU project at PSL2. During 2009, items associated with the turbine gantry crane phase of project have gone into service.

Rule 25-6.0423(7), F.A.C., states the following:

> (7) Commercial Service. As operating units or systems associated with the power plant and the power plant itself are placed in commercial service:
> (a) The utility shall file a petition for Commission approval of the base rate increase pursuant to Section 366.93(4), F.S., separate from any cost recovery clause petitions, that includes any and all costs reflected in such increase, whether or not those costs have been previously reviewed by the Commission; provided, however, that any actual costs previously reviewed and determined to be prudent

[2] Document No. 00585-10, filed in this proceeding in Docket No. 090529-EI.

in the Capacity Cost Recovery Clause shall not be subject to disallowance or further prudence review except for fraud, perjury, or intentional withholding of key information.

(b) The utility shall calculate the increase in base rates resulting from the jurisdictional annual base revenue requirements for the power plant in conjunction with the Capacity Cost Recovery Clause projection filing for the year the power plant is projected to achieve commercial operation. The increase in base rates will be based on the annualized base revenue requirements for the power plant for the first 12 months of operations consistent with the cost projections filed in conjunction with the Capacity Cost Recovery Clause projection filing.

(c) At such time as the power plant is included in base rates, recovery through the Capacity Cost Recovery Clause will cease, except for the difference between actual and projected construction costs as provided in subparagraph (5)(c)4. above.

(d) The rate of return on capital investments shall be calculated using the utility's most recent actual Commission adjusted basis overall weighted average rate of return as reported by the utility in its most recent Earnings Surveillance Report prior to the filing of a petition as provided in paragraph (7)(a). The return on equity cost rate used shall be the midpoint of the last Commission approved range for return on equity or the last Commission approved return on equity cost rate established for use for all other regulatory purposes, as appropriate.

(e) The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

In compliance with Rule 25-6.0423(7), F.A.C., FPL submitted its calculation of the annualized base rate revenue requirements for the turbine gantry crane phase for the first 12 months of operations. This calculation is shown on Schedule 1. We have reviewed the calculation of the $354,225 jurisdictional annual revenue requirement and find that FPL's proposed annual revenue requirement has been calculated in compliance with Rule 25-6.0423(7), F.A.C.

The 2009 expenditures related to the turbine gantry crane phase are still under review in Docket No. 100009-EI, the Nuclear Cost Recovery Clause. A final determination of the reasonableness and prudence of the 2009 expenditures will be made during 2010. Per Attachment A to FPL's petition, the increase in Electric Plant in Service included in the calculation is $2,455,535 ($2,446,914 jurisdictional), net of joint owners. If the $2,455,535 amount is revised based on a final audit and review of the 2009 expenditures, the annual revenue requirement will have to be recalculated. This would require a true-up of the revenues already collected and a revision of the related tariffs. Therefore, our approval of the $354,225 base rate increase is made subject to true-up and revision based on the final review of the 2009 turbine gantry crane phase expenditures in Docket No. 100009-EI.

FPL has also requested approval to increase its base rates by $16,924 for the 5-year amortization of EPU assets that are being retired during 2009 pursuant to Rule 25-6.0423(7)(e), F.A.C., which states:

> The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

Per Attachment A to FPL's petition, the net book value of the EPU asset retirements will be $202,424 at December 31, 2009. This results in an annual amortization of $40,485 over the 5-year period. In addition, FPL has proposed to offset the annual amortization by an annual depreciation credit of $23,502, resulting in a net annual amortization of $16,983 ($16,924 jurisdictional).

In the Company's updated response to Staff's First Data Request,[3] FPL filed a revision of the calculation of the 5-year amortization of the EPU assets that are being retired during 2009 (See Schedule 1). The revisions were an adjustment to recognize the participant's share of the EPU assets and an adjustment to recognize property taxes included in base rates. After making these adjustments, the 5-year amortization of $40,485 was reduced to $21,209, and the offsetting credits were revised to $14,166. The resulting net annual amortization is $7,043 ($7,136 jurisdictional). We agree with these adjustments. Accordingly, we find that $7,136 is the appropriate annual amount for the 5-year amortization of the EPU assets that are being retired during 2009.

FPL originally requested that any base rate increase approved in this docket be implemented on the same date as any approved base rate revision in its pending base rate proceeding in Docket No. 080677-EI.[4] FPL asked that those costs be allocated to retail rate classes and developed into individual rates consistent with methods and billing determinants approved in the base rate proceeding. FPL has stated that it plans to file one complete set of tariff sheets with new rates to include the increase requested in this docket and that approved in Docket No. 080677-EI.

Rule 25-6.0423(7), F.A.C., requires that a utility file a petition for a base rate increase when any operating units or systems are placed in commercial service. In accordance with this provision, FPL filed a petition to include the gantry crane revenue requirements in base rates. By its January 22, 2010, e-mail and subsequent discussions at the February 15, 2010, noticed informal meeting, FPL effectively amended its petition to request that the implementation of its requested base rate increase be deferred until it is added to a future base rate increase. We find that Rule 25-6.0423(7), F.A.C., does not contemplate the deferral of the required base rate

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[3] Document No. 00264-10, FPL's Revised Responses to Staff's First Data Request, filed January 11, 2010, in Docket No. 090529-EI, In re: Petition to include costs associated with the extended power uprate project in base rates, by Florida Power & Light Company.

[4] Docket No. 080677-EI, In re: Petition for increase in rates by Florida Power & Light Company.

increases until a sufficient dollar amount is accumulated that will result in a tariff change. Based on the amount and in-service date timing of the Nuclear Cost Recovery projects that give rise to any base rate increases, the deferral of the base rate increase could last for an indefinite and extended period of time.

We do not agree with FPL's revised proposal to defer the implementation of the proposed base rate increase until it is combined with other operating revenue increases in a future Nuclear Cost Recovery base rate filing. Instead, we agree with FPL's original proposal that any revenue increase granted in this docket be implemented at the same time as any revenue increase granted in the rate case. That insures that customers will not experience multiple rate changes which can lead to customer confusion and frustration. The effective date of any base rate change is an issue in the rate case docket. Because the approved base rate increase does not result in a change to any of the rate classes' base rate charge, no revision to the tariff sheets approved in Docket No. 080677-EI is required.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's request to increase its base rates by $354,225 for the turbine gantry crane phase of the Extended Power Uprate project at St. Lucie Unit 2 is hereby approved. It is further

ORDERED that this approval shall be subject to true-up and revision based on the final review of the 2009 turbine gantry crane phase expenditures in Docket No. 100009-EI, the Nuclear Cost Recovery Clause. It is further

ORDERED that Florida Power & Light Company is hereby authorized to increase its base rates by $7,136 for the 5-year amortization of the Extended Power Uprate assets that are being retired during 2009. It is further

ORDERED that Florida Power & Light Company's original proposal to implement any base rate increase approved herein on the same date as any approved base rate revision in its pending base rate proceeding in Docket No. 080677-EI is approved. It is further

ORDERED that because the approved base rate increase does not result in a change to any of the rate classes' base rate charge, the tariff sheets approved in Docket No. 080677-EI need not be revised. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 5th day of April, 2010.

ANN COLE
Commission Clerk

(SEAL)

ARW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on April 26, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Schedule 1

Attachment B Pg 1 of 1

Florida Power & Light Company
St. Lucie Unit 2 Turbine Gantry Crane Modifications
Base Rate Revenue Requirements

Line No.		Original		Adjusted		Difference (k)	
			Retail		Retail		Retail
1	In-Service Date 10/15/2009	System	Jurisdictional	System Net of Participants	Jurisdictional	System	Jurisdictional
2							
3	Annualized Rate Base - 13 Month Average						
4	Electric Plant in Service (Net of Joint Owners)	2,456,535	2,446,914	2,456,536	2,446,914		
5	Accumulated Reserve for Depreciation	(23,328)	(23,246)	(23,328)	(23,246)		
6	Fuel Inventory						
7	Working Capital - Income Taxes Payable						
8	Total Annualized Rate Base	2,432,208	2,423,668	2,432,208	2,423,668		
9	Rate Base Exclusion (c)	(7,840)	(7,747)	(7,840)	(7,747)		
10	Net Annualized Rate Base	2,424,368	2,415,921	2,424,368	2,415,921		
11							
12	Annualized NOI						
13	O&M						
14	Depreciation Expense	46,655	46,491	46,655	46,491		
15	Depreciation Exclusion (c)	(154)	(152)	(154)	(152)		
16	Net Depreciation Expense	46,501	46,339	46,501	46,339		
17	Property Taxes	46,497	46,334	46,497	46,334		
18	Property Tax Exclusion (c)	(146)	(144)	(146)	(144)		
19	Net Property Tax Expense	46,351	46,190	46,351	46,190		
20							
21	Payroll Taxes & Benefits						
22	Income Taxes						
23	Direct Current & Deferred	(35,818)	(35,693)	(35,818)	(35,693)		
24	Imputed Interest	(16,411)	(16,354)	(16,411)	(16,354)		
25	Total Annualized NOI (Line 16 + Line 19 + Line 23 + Line 24)	(40,624)	(40,482)	(40,624)	(40,482)		
26							
27							
28	Calculation of Revenue Requirement						
29	Fully Adjusted Cost of Capital (a)	0.07303	0.07303	0.07303	0.07303		
30	NOI Requirement (Line 10 * Line 29)	177,052	176,435	177,052	176,435		
31	NOI Deficiency (Line 30 Less Line 25)	217,675	216,917	217,675	216,917		
32	Net Operating Income Multiplier	1.632998604	1.632998604	1.632998604	1.632998604		
33							
34	Revenue Requirement (Line 31 * Line 32)	355,464	354,225	355,464	354,225		
35							
36	* Annual Amort of Retired SV	40,485	40,343	34,454	34,333	(6,030)	(6,009)
37	* Annual Deprec. Credit	(23,502)	(23,418)	(20,001)	(19,765)	3,501	3,655
37a	** Annual Property Tax Expense			(3,012)	(2,977)	(3,012)	(2,977)
38							
39	Net Revenue Requirement (Line 34 + Line 36 + Line 37 + Line 37a)	372,446	371,148	368,904	365,817	(5,542)	(5,331)
40							
41	Calculation of Taxes on Imputed Interest						
42	Weighted Cost of Debt Capital (a):						
43	Long Term Debt Fixed Rate	1.52%	1.52%	1.52%	1.52%		
44	Long Term Debt Variable Rate	0.00%	0.00%	0.00%	0.00%		
45	Short Term Debt	0.03%	0.03%	0.03%	0.03%		
46	Customer Deposits	0.20%	0.20%	0.20%	0.20%		
47	JDIC	0.00%	0.00%	0.00%	0.00%		
48		1.75%	1.75%	1.75%	1.75%		
49							
50	Imputed Interest (Line 10 * Line 48)	42,543	42,395	42,543	42,395		
51	Income Taxes on Imputed Interest at 38.575%	(16,411)	(16,354)	(16,411)	(16,354)		

* = Adjusted to reflect participants' share of retirements and depreciation expense (See Note b)
** = Adjusted to reflect property taxes on retirements included in base rates net of participants.

Notes:

(a) Rate of return on capital investments is from FPL September 2009 Surveillance Report per Rule 25-6.0423 Section 7(d).

(b) Participants share is Orlando Utilities Commission of 6.0865% and Florida Municipal Power Agency of 6.806%.

(c) To exclude from Rate Base, Depreciation and Property Tax Expense amounts included in base rates. Exclusions are at the jurisdictional separation factor of .964182 which is the rate at which they were included in FPL's base rate filing in Docket No. 080677-EI.

(d) Federal Income Tax rate of 35% & State Income Tax rate of 5.5%.

(e) Property Tax Rate is the projected 2010 rate received from FPL's property tax department for St. Lucie County.

(f) Per Rule 25-6.0423 7(a), retirements associated with the Gantry Crane Modifications are to be recovered over 5 yrs.

(g) Electric Plant in-Service Amount Net of Joint Owners is the same as the above noted 13 month average Electric Plant in-Service Amount Net of Joint Owners

(h) In responding to these data requests, FPL became aware that the retired book value of net unrecovered costs and the resulting depreciation expense adjustment related to that cost were not reduced for the participant share. Additionally as discussed in response to question 5, FPL inadvertently did not reduce the unrecovered costs related to retirements for property tax (Net of Participants) expense also included in base rates.

(i) This attachment is as filed in original data response, see attachment C for removal of Gantry Crane Trolley

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power & Light Company.	DOCKET NO. 070231-EI
In re: Petition for approval of underground conversion tariff revisions, by Florida Power & Light Company.	DOCKET NO. 080244-EI
In re: Petition and Complaint of the Municipal Underground Utilities Consortium, the Town of Palm Beach, the Town of Jupiter Inlet Colony, and the City of Coconut Creek for relief from unfair charges and practices of Florida Power & Light Company.	DOCKET NO. 080522-EI ORDER NO. PSC-10-0247-FOF-EI ISSUED: April 22, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

FINAL ORDER APPROVING STIPULATION AND SETTLEMENT AND APPROVING ASSOCIATED TARIFF REVISIONS

BY THE COMMISSION:

Background

On November 20, 2009, Florida Power & Light Company (FPL) filed a petition for approval of revised tariff sheets to implement a Stipulation and Settlement Agreement (settlement agreement) in Docket Nos. 070231-EI, 080244-EI, and 080522-EI. Applicants for underground service pay a contribution-in-aid-of-construction (CIAC) for the additional costs FPL incurs to provide underground service. All three dockets pertain to the determination of the appropriate CIAC for new underground installations and for conversions of existing overhead to underground facilities.

Rules 25-6.078 and 25-6.115, Florida Administrative Code (F.A.C.), pertain to CIAC for new underground construction and conversion of overhead facilities to underground facilities. Both rules were amended in February 2007 in a rule-making docket that addressed numerous

DOCUMENT NUMBER-DATE
03112 APR 22 ≥
FPSC-COMMISSION CLERK

issues related to storm hardening.[1] Specifically, the rules were revised to require that the cost estimates used to develop the CIAC reflect two new requirements: (1) the requirements of Rule 25-6.0342, F.A.C., Electric Infrastructure Storm Hardening; and (2) the difference in the net present value of operational costs, if any, including average historical storm restoration costs over the life of the facilities, between underground and overhead systems. Prior to the rule amendments, the CIAC was based on estimated work order costs and did not include the costs of maintenance or storm restoration activities over time. We amended the rules to capture the longer-term costs and benefits of undergrounding.

Docket No. 070231-EI (new underground installations)

On April 2, 2007, FPL filed its underground residential distribution (URD) and underground commercial/industrial distribution (UCD) tariffs pursuant to Rule 25-6.078, F.A.C.[2] This rule requires IOUs to file updated URD charges for our approval at least every three years. The URD charges represent the additional costs FPL incurs to provide underground distribution service in new residential subdivisions in place of overhead service. URD charges are calculated as the differentials between the cost of installing underground facilities and the cost of installing overhead service. The UCD tariff contains standard charges for new commercial applicants who request underground distribution service in lieu of standard overhead service.

By Order No. PSC-07-0835-TRF-EI, issued October 16, 2007, we approved the tariffs filed in Docket No. 070231-EI. However, on November 6, 2007, the Municipal Underground Utilities Consortium (MUUC) and the City of Coconut Creek (Coconut Creek) filed their timely protest of that order and request for formal proceeding. MUUC and Coconut Creek alleged in their protest that FPL's URD and UCD tariffs should be rejected because they did not comply with Rule 25-6.078, F.A.C., which became effective two months before FPL's April 2007 petition was filed. Also, the City of South Daytona (South Daytona) was granted intervention by Order No. PSC-08-0486-PCO-EI, issued August 1, 2008. Although the order approving the tariffs was protested, the new tariff rates remained in effect and were collected subject to refund. A formal hearing was scheduled for June 11-12, 2008, but the hearing was continued to allow FPL to file revised tariffs to reflect the changes to Rule 25-6.078, F.A.C.

On April 1, 2008, FPL filed revised URD and UCD tariffs in Docket No. 070231-EI, which FPL alleged reflected the changes in Rule 25-6.078, F.A.C. By Order No. PSC-08-0774-TRF-EI, issued November 24, 2008, we approved the April 2008 tariffs. On December 15, 2008, MUUC and Coconut Creek timely protested Order No. PSC-08-0774-TRF-EI, requesting this matter be set for a formal hearing, stating that FPL's tariffs did not fully comply with the requirements of Rule 25-6.078, F.A.C. On December 16, 2008, South Daytona filed an untimely protest. The April 2008 tariffs superseded the April 2007 tariffs and, pending resolution of the

[1] See Order No. PSC-07-0043-FOF-EU, issued January 16, 2007, in Docket No. 060172-EU, In re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events.
[2] Docket No. 070231-EI, In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power & Light Company.

protests, the April 2008 tariffs have remained in effect with any charges collected held subject to refund.

On May 15, 2009, South Daytona, and on June 2, 2009, MUUC and Coconut Creek, confirmed that they were withdrawing their objections to the UCD tariffs approved in this docket. As a result, only the URD tariffs remained in dispute.

Docket No. 080244-EI (underground conversion)

On April 30, 2008, FPL filed a petition requesting approval of its underground conversion tariffs, in order to implement the requirements of amended Rule 25-6.115, F.A.C.[3] On May 28, 2008, MUUC filed a petition to intervene, which was granted by Order No. PSC-08-0460-PCO-EI, issued on July 17, 2008. On June 6, 2008, South Daytona filed a petition to intervene, which was granted by Order No. PSC-08-0461-PCO-EI, issued on July 17, 2008.

By Order No. PSC-08-0780-TRF-EI, issued November 26, 2008, we approved FPL's underground conversion tariffs. On December 17, 2008, MUUC, Coconut Creek, the Town of Palm Beach (Palm Beach), and Town of Jupiter Inlet (Jupiter Inlet) timely protested Order No. PSC-08-0780-TRF-EI, requesting this matter be set for a formal hearing. On December 22, 2008, South Daytona filed an untimely protest. The underground conversion tariffs approved by Order No. PSC-08-0780-TRF-EI remain in effect with any collections being held subject to refund.

Consolidation of Docket Nos. 070231-EI and 080244-EI

By Order No. PSC-09-0114-PCO-EI, issued February 25, 2009, both dockets were consolidated and scheduled for a formal administrative hearing on June 3-4, 2009, with all subsequent filings to be filed in Docket No. 080244-EI.

Docket No. 080522-EI

On August 4, 2008, MUUC, Palm Beach, Coconut Creek, and Jupiter Inlet Colony, filed a petition and complaint (MUUC complaint) requesting that we conduct a hearing to determine the fair, just, and reasonable practices and charges by which FPL determines the CIAC to be paid by local government applicants who perform part or all of the construction work to convert overhead to underground. The CIAC includes charges for Direct Engineering, Supervision, and Support (DESS) costs associated with the conversion work. The MUUC complaint disputed how FPL determines the reduction in DESS when the applicant performs some or all of the work required for the conversion.

Further Proceedings

When the hearing for the consolidated undergrounding dockets was convened on June 3, 2009, the parties announced that they had reached philosophical agreement on a settlement

[3] Docket No. 080244-EI, In re: Petition for Approval of Underground Conversion Tariff Revisions, by Florida Power & Light.

agreement which included all three dockets discussed above. The parties requested that the hearing be held in abeyance until the parties could complete the actions contemplated under the proposed settlement agreement. The parties indicated they would formally submit the settlement agreement at a later date for our approval.

On June 9, 2009, FPL submitted a settlement agreement. On August 19, 2009, Palm Beach and Jupiter Inlet filed their resolutions approving the settlement agreement and their contingent withdrawal of protests and complaints. Further, on August 26, 2009, Coconut Creek filed its Notice of Filing Resolution Approving Settlement Agreement and Contingent Withdrawal of Protests and Complaint. Finally, on October 22, 2009, South Daytona filed its Motion for Withdrawal as an intervenor.

Based on the above, on November 20, 2009, FPL filed appropriate tariff sheets consistent with the settlement agreement. Upon review of the settlement agreement and the tariff sheets, our staff determined that it needed additional information, and, on February 12, 2010, propounded its First Set of Interrogatories, consisting of 10 interrogatories, on FPL. FPL responded to those interrogatories on March 4, 2010.

This order addresses the proposed settlement and associated tariff sheets. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

Analysis

All parties to Docket Nos. 070231-EI, 080244-EI, and 080522-EI have proffered the proposed settlement agreement (Attachment A) as a complete resolution of all matters pending in the above three undergrounding dockets. The settlement agreement will be in effect until January 1, 2013, and the parties agreed not to raise any issues until then. The major elements contained in the settlement agreement are as follows:

- FPL's Governmental Adjustment Factor (GAF) tariff will become a permanent tariff.
- The overhead versus underground non-storm operational cost differential in the URD and the conversion tariffs is set at $0.
- Direct Engineering, Supervision, and Support (DESS) costs associated with applicant performed work is reduced by 20 percent.

GAF Tariff

FPL's GAF tariff allows local governments a 25 percent credit against the otherwise applicable CIAC for projects which convert overhead facilities to underground. The 25 percent reduction in CIAC is based on expected savings in storm restoration costs when large contiguous areas are converted from overhead to underground service, and is designed to encourage the installation of underground facilities by reducing the CIAC the customer is required to pay FPL.

The 25 percent reduction is based on FPL's analysis of the 2004 and 2005 hurricane season. Based on the fewer interruptions experienced by underground facilities than overhead facilities, converting overhead to underground facilities in large communities is expected to reduce the amount of infrastructure damage requiring repair, thereby reducing restoration costs which are shared by all ratepayers. The proposed settlement agreement includes two changes to the GAF tariff.

First, pursuant to Section 5 of the proposed settlement agreement, FPL's GAF tariff becomes a permanent tariff. The GAF tariff was initially approved as a pilot program with an annual renewal requirement, to review additional cost data justifying the 25 percent discount.[4] We have approved two extensions of the GAF tariff since the initial approval of the tariff. Since the GAF tariff was approved in May 2007, there have been no substantial storms impacting FPL's service territory. Therefore, FPL has no additional data with which to update the quantification of storm restoration benefits that it provided in support of the GAF tariff. Until additional storm restoration data is available, there is no basis to revise the 25 percent factor.

Second, the settlement agreement clarifies that the applicant must demonstrate to FPL that the sum of the GAF waiver credit plus any federal or state funds does not exceed the otherwise applicable CIAC. The current GAF tariff is not available to projects for which any state or federal funds are available to the applicant to cover any portion of the cost of conversion. This prohibition inhibited local governments, who might otherwise be eligible for state or federal grants for local infrastructure improvements, from pursuing undergrounding projects. FPL stated that to protect the general body of ratepayers, FPL wanted to ensure that the applicant does not receive more than the cost due to FPL from the combination of other funding sources and the GAF waiver credit.

Finally, our approval of the most recent GAF extension required FPL, at least 60 days prior to the current October 30, 2010, expiration date of the GAF tariff, to file a report providing an updated quantification of storm restoration benefits based on any new storm-restoration data.[5] The report is attached to this order as Attachment B. We accept this report as fulfillment of this reporting requirement.

To support its petition to make the GAF tariff permanent, FPL stated that there have been no negative experiences with the GAF tariff since this Commission first approved it as a pilot program, and that the GAF remains in the public interest to promote local government-sponsored underground conversion projects. Furthermore, FPL stated that approval of the GAF tariff as a permanent tariff would remove uncertainty over the availability of the tariff. As with all tariffs, the GAF tariff would still be subject to our continuing authority to conduct formal investigations and proceedings on those tariffs on our own motion, and any party may raise issues after January 1, 2013.

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[4] See Order No. PSC-07-0442-TRF-EI, issued May 22, 2007, in Docket No. 060150-EI, In re: Petition for approval of revisions to contribution-in-aid-of-construction definition in Section 12.1 of First Revised Tariff Sheet No. 6.300, by Florida Power & Light Company.

[5] See Order No. PSC-09-0755-TRF-EI, issued November 17, 2009, in Docket No. 090422-EI, In re: Petition for extension of governmental adjustment factor tariff and approval of seventh revised tariff sheet No. 9.725 by Florida Power & Light Company.

Underground versus Overhead Non-storm Operational Cost Differential

As discussed in the case background, in Docket Nos. 070231-EI and 080244-EI, we approved FPL's revised CIAC calculations to reflect the net present value of operational costs for comparable overhead and underground facilities. The data presented by FPL in its initial revised CIAC calculations showed that underground facilities are more expensive to operate, maintain, and repair than the overhead distribution system by $11,300 per pole-line mile over the life of the facilities. Thus, the addition of the non-storm operational cost differential in the CIAC calculation for conversions and new installations resulted in an increase in the CIAC.

On April 14, 2009, prior to the scheduled hearing on this matter, the protestors pre-filed testimony and exhibits alleging that FPL understated the cost savings from underground facilities, resulting in a higher than appropriate CIAC. The protesters presented their own quantification of FPL's non-storm operational cost differential in a study attached to their testimony, which showed non-storm operational costs for overhead to be more costly than for underground. The protestors concluded that instead of an additional charge per pole-line mile, there should be a credit to reflect the operational benefits of underground facilities, thus reducing the underground CIAC.

The proposed settlement agreement sets the overhead versus underground differential in the conversion and URD tariffs to zero. Paragraph 12 of the settlement agreement states that FPL will not seek to revise the settlement agreement, including the non-storm operational cost differential, before January 1, 2013. After that date, any party may request that the changes be re-evaluated and adjusted if necessary.

To support the proposed settlement agreement, FPL stated in its interrogatory response that using a value of zero for the non-storm operational cost differential represents a compromise between evidence that would have been presented at hearing showing that by FPL's calculation the value should be positive and, by MUUC's calculation, the value should be negative.

Paragraph 16 of the settlement agreement includes a provision that the adjustment to operational costs discussed above will be applicable to all applicants who applied for underground conversions under the GAF tariff on or after April 4, 2006, as provided for in Order No. PSC-06-0339-PCO-EI.[6] That order suspending the GAF tariff stated that "any such later-approved discount for local government-sponsored conversion projects shall apply to undergrounding contracts entered into with local governments on or after April 4, 2006." In its interrogatory response concerning the settlement, FPL stated that 11 undergrounding projects would have refunds and the total estimated refund amount is $150,000.

Undergrounding projects have continued during the pendency of these dockets. As noted above, even if protested, once tariffs are approved, they remain in effect. The tariffs approved in the initial URD tariff in Docket No. 070231-EI[7] and the conversion tariff in Docket No. 080244-

[6] Issued April 24, 2006, in Docket No. 060150-EI, In re: Petition for approval of revisions to contributions-in-aid-of construction definition in Section 12.1 of First Revised Tariff Sheet No. 6.300, by Florida Power & Light Company.
[7] Order No. PSC-07-0835-TRF-EI

EI[8] were applied to projects with the requirement that any charges would be held subject to refund, pending resolution of the protest. FPL stated in its interrogatory response that refunds under this provision would affect about 140 residential underground projects for a total refund amount of about $500,000.

Direct Engineering, Supervision, and Support (DESS) costs

Rule 25-6.115(3), F.A.C., gives applicants the right to do all or part of the construction and installation work for underground conversion projects themselves, and receive a credit from FPL for the value of the work performed.

In Docket No. 080522-EI, the MUUC, Palm Beach, Coconut Creek, and Jupiter Inlet alleged that FPL did not provide an appropriate percentage reduction in the DESS costs associated with applicant performed work. In its interrogatory response, FPL stated that the 20 percent reduction in the DESS costs represents a negotiated compromise figure between FPL and the parties to the settlement agreement as part of the settlement of all outstanding issues in the three undergrounding dockets at issue. Based on the calculation for one specific undergrounding project, FPL estimated the appropriate percentage reduction at 12 percent. On the other hand, MUUC argued that the appropriate adjustment was in the range of 50 percent. Thus, FPL stated, the negotiated 20 percent reduction is well within the reasonable range of values that could be determined to be fair and reasonable, and reflective of the costs incurred and saved by FPL where an applicant performs conversion work.

Conclusion

We find that the settlement agreement is a fair and reasonable resolution of the disputed issues in Docket Nos. 070231-EI, 080244-EI, and 080522-EI. Therefore, we approve the proposed settlement agreement and associated tariff sheets. In addition, we accept the report attached to the petition in this docket as satisfaction of the reporting requirement of Order No. PSC-09-0755-TRF-EI.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the attached Stipulation and Settlement Agreement along with the associated Florida Power & Light Company's tariff sheet revisions described herein are hereby approved. It is further

ORDERED that Attachment B shall satisfy the reporting requirement of Order No. PSC-09-0755-TRF-EI, issued November 17, 2009, in Docket No. 090422-EI. It is further

ORDERED that there are no further actions to be taken in Docket Nos. 070231-EI, 080244-EI, and 080522-EI, and upon expiration of the time to appeal, these dockets shall be closed.

[8] Order No. PSC-08-0780-TRF-EI

By ORDER of the Florida Public Service Commission this 22nd day of April, 2010.

ANN COLE
Commission Clerk

(SEAL)

ELS

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Underground Conversion Tariff Revisions.	)	Docket No. 080244-EI
In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power & Light Company.	)	Docket No. 070231-EI
In Re: Petition and Complaint of the Municipal Underground Utilities Consortium for Relief from Unfair Charges and Practices of Florida Power & Light Company	)	Docket No. 080522-EI Filed: June 4, 2009

STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Florida Power & Light Company has filed certain tariff revisions that are the subject of the above-styled Docket No. 070231-EI and Docket No. 080244-EI, which have been approved by the Florida Public Service Commission ("Commission") subject to the protests thereof by the Municipal Underground Utilities Consortium, the Town of Palm Beach, Florida, the City of Coconut Creek, Florida, and the Town of Jupiter Inlet Colony, Florida, and the City of South Daytona, Florida, each of the foregoing individually a "Party" and collectively the "Parties," and

WHEREAS, the Municipal Underground Utilities Consortium, the Town of Palm Beach, the City of Coconut Creek, and the Town of Jupiter Inlet Colony have filed a petition and complaint with the Commission in the above-styled Docket No. 080522-EI, asserting that FPL's treatment for certain common engineering costs, in cases where a local government applicant performs part or all of underground conversion work itself, results in unfair, unjust, and unreasonable treatment of such applicants, and

WHEREAS, the Parties have conducted discovery regarding the issues in the above-styled dockets, and

WHEREAS, the Parties have engaged in good-faith negotiations toward resolving their disputes as to the issues raised in all three of the above-styled dockets,

NOW, THEREFORE, in consideration of the covenants contained herein and of the mutual benefits to be derived from the fulfillment of those covenants, the Parties hereby agree and stipulate as follows:

1. This Stipulation and Settlement Agreement ("Agreement") will become effective when the Commission's approval of this Agreement has become final and no longer subject to challenge or appeal under governing law. The Agreement is contingent upon the Commission's approval of the Agreement, and of the actions contemplated herein, in their entirety.

2. The Parties recognize and acknowledge that the effectiveness of this Agreement is also contingent upon the approvals of the respective governing bodies of the municipalities that are Parties to this Agreement. Upon execution of the Agreement, the staff and attorneys for the municipalities that are Parties to the Agreement will move forward as quickly as practicable to place the Agreement before the municipalities' governing bodies for their approval.

3. Upon the approval of the municipalities' governing bodies, the MUUC and the respective municipal Parties will file appropriate notices of withdrawals of their protests of the tariff provisions in PSC Docket Nos. 070231-EI and 080244-EI, such withdrawals to be contingent upon the Commission's final approval of all of the actions contemplated herein.

4. The MUUC, Palm Beach, Coconut Creek, and Jupiter Inlet Colony will withdraw their complaint filed in PSC Docket No. 080522-EI, such withdrawal to be contingent upon the Commission's final approval of all of the actions contemplated herein.

5. FPL will file a petition seeking the Commission's approval of its Governmental Adjustment Factor tariff provisions as permanent tariffs of FPL, i.e., not subject to any further mandatory Commission review but remaining subject to the Commission's continuing authority to conduct informal investigations and proceedings on those tariffs on its own motion.

6. FPL will file proposed tariff provisions with the Commission setting the estimated overhead vs. underground operational cost differential on FPL's Tariff Sheet No. 6.300 to zero, replacing the value of -$11,300 per pole line mile presently in that tariff, and FPL will also file proposed revisions to FPL's Tariff Sheet No. 6.100 that will make the corresponding adjustments for the overhead vs. underground operational cost differential to be reflected in FPL's URD tariffs.

7. FPL will file proposed tariff provisions with the Commission replacing existing Section 1.e on its Tariff Sheet No. 9.725, UNDERGROUND FACILITIES CONVERSION AGREEMENT – GOVERNMENTAL ADJUSTMENT FACTOR WAIVER, with the following:

e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

8. FPL will file proposed tariffs with the Commission that will set FPL's charge for Direct Engineering, Supervision, and Support costs applicable to any Applicant-performed work at 80% of the value that would have applied if FPL performed this work.

9. The MUUC and the municipalities that are Parties to this Agreement agree that they will not, before January 1, 2013, directly or indirectly raise claims relative to the "operational cost differential" between overhead and underground facilities.

10. The MUUC and the municipalities that are Parties to this Agreement agree that they will not, before January 1, 2013, directly or indirectly seek an increase in the Governmental Adjustment Factor waiver or credit, also known as the Avoided Storm Restoration Cost credit, for underground conversion projects.

11. The MUUC and the municipalities that are Parties to this Agreement agree that they will not, before January 1, 2013, directly or indirectly raise any claims relative to the "contiguous underground facilities" or relative to FPL's proposed "tiered" GAF/ASRC credits for underground installations.

12. FPL agrees that it will not, before January 1, 2013, directly or indirectly seek to change any of the provisions agreed to in this Stipulation and Settlement Agreement, including specifically, not to seek to reduce the GAF or ASRC waiver or credit, nor to increase the "operational cost differential" applicable in calculating CIACs for underground conversion projects, nor to increase the amount that FPL collects as Direct Engineering, Supervision, and Support costs for Applicant-performed work on underground conversion projects.

13. All Parties to this Agreement acknowledge that nothing herein may be construed to prevent the Commission from conducting any proceedings that the Commission may initiate with regard to any of the tariff provisions and other matters that are the subject of this Agreement. The Parties agree and acknowledge that, in the event that the Commission or any other person initiates any proceedings relative to the matters that are the subject to this Agreement, including any matters with respect to which any Party or Parties have agreed not to initiate proceedings, then all Parties are free to participate in such Commission proceedings to protect their interests as they deem appropriate, and the Parties will not be bound by or subject to the positions stated in this Agreement.

14. The Parties will jointly move the Commission to schedule all of the petitions and withdrawals described herein for consideration at a single agenda conference, such that the Commission's action will be effective as to all of the Parties' actions contemplated above at the same time.

15. Nothing herein shall operate as a bar to any Party seeking the Commission's action to enforce any provision of this Agreement or of FPL's tariffs as they may be approved pursuant this Agreement.

16. For the avoidance of doubt, the Parties agree that the adjustments reflected in this Agreement will be applicable to all Applicants who applied for underground conversions under FPL's GAF tariff after April 4, 2006, as provided for in Commission Order No. PSC-06-0339-PCO-EI, issued on April 24, 2006.

17. The Parties further agree that the adjustments to FPL's URD tariffs reflected in this Agreement will be applicable to all underground service installations under those tariffs for which applications were made on or after October 9, 2007, which was the effective date of the initial URD tariffs pursuant to Commission Order No. PSC-07-0835-TRF-EI.

18. The Parties have agreed to the positions stated in this Stipulation and Settlement Agreement solely for the purpose of settlement, and accordingly, the Parties are not bound by or subject to the positions stated herein in the event that the Agreement is not approved in its entirety by the Commission.

This Stipulation and Settlement Agreement is executed by the Parties through the signatures of their authorized representatives below, and this Agreement is respectfully filed with the Commission on this 4th day of June, 2009.

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THE CITY OF SOUTH DAYTONA, FLORIDA

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THE MUNICIPAL UNDERGROUND UTILITIES CONSORTIUM,
THE TOWN OF PALM BEACH, FLORIDA,
THE CITY OF COCONUT CREEK, FLORIDA, AND
THE TOWN OF JUPITER INLET COLONY, FLORIDA

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FLORIDA POWER AND LIGHT COMPANY
EXHIBIT C

Additional Storm Restoration Data

Due to the lack of any additional major storms impacting FPL's service territory in 2006, 2007, 2008 and 2009, FPL has not been able to gather any additional storm restoration data.

Note: Since 2006, FPL has enhanced its forensics tools and processes, including gathering more information that will enable improved evaluation of its overhead vs. underground facilities' storm performance.

Overview/Status – Municipal Overhead vs. Underground Conversion Projects (2/06-10/09)

Ballpark cost estimates:	116
Binding cost estimates:	35
Projects completed:	10
Projects in engineering design:	18
Projects under construction:	10

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition of Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative, Inc. for approval of amendment to territorial agreement to modify territorial boundary line in four areas of Pasco and Hernando Counties.	DOCKET NO. 090428-EI ORDER NO. PSC-10-0246-PAA-EI ISSUED: April 22, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING AMENDMENT TO TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

On September 2, 2009, Progress Energy Florida, Inc. (PEF) and Withlacoochee River Electric Cooperative, Inc. (WREC) filed a joint petition for approval to amend the territorial agreement we approved in Order No. PSC-06-0202-PAA-EU.[1] That order dealt with the second phase of a settlement between PEF and WREC that involved the transfer of some 5,400 customers for both phases. According to the settlement, the transfer of the second phase of customers was to be completed within two years of issuance of our Order. With approximately 689 Phase II customers remaining to be transferred, we issued Order No. PSC-08-0502-PAA-

[1] See Order No. PSC-06-0202-PAA-EU, issued March 14, 2006, in Docket No. 040133-EU, In re: Petition of Withlacoochee River Electric Cooperative, Inc. to modify territorial agreement or, in the alternative, to resolve territorial dispute with Progress Energy Florida, Inc. in Hernando County.

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EU[2] allowing for a twelve month extension of time to complete the customer transfers. The time extension was necessary because the logistical and operational issues regarding the transfers were more complicated and time consuming than expected. The proposed amended territorial agreement before us now finalizes the transfers of customers, with the exception of 117 customers in Pasco County. The proposed amendment of the territorial agreement also includes a boundary modification in Hernando County that will transfer one customer from PEF to WREC. PEF and WREC have not proposed any other changes to the current territorial agreement.

As explained in more detail below, we grant the parties' joint petition for approval of the amended territorial agreement. We have jurisdiction over this matter pursuant to Section 366.04, Florida Statutes.

DECISION

In their joint petition, the parties explain that operational constraints and good engineering practices indicate that three areas in Pasco County once slated to become part of PEF's service territory should remain in WREC's service territory. This change affects 117 customers who will not be transferred from WREC to PEF. Additionally, the petition states that at the time of filing there were 33 customers in Pasco County to be transferred by September 10, 2009. As indicated in a November 2, 2009, correspondence to the Commission, the 33 customers have been transferred from PEF to WREC as anticipated.

The 33 customers who have recently been transferred, plus the 117 customers who were once slated to be transferred, are the only remaining customers to have a change in service providers under the current territorial agreement. WREC has provided notification letters to the 117 customers that they will not be transferred to PEF. No adverse customer inquires have been received. In addition to those mentioned above, the amendment also identified a PEF customer in Hernando County who is to be transferred to WREC because of operational constraints and potential safety issues. The joint petition indicates that this customer has agreed to the transfer.

Pursuant to Section 366.04(2)(d), Florida Statutes, we have the jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Rule 25-6.0440(2), Florida Administrative Code, provides that in approving territorial agreements, we may consider the reasonableness of the purchase price of any facilities being transferred, the likelihood that the agreement will not cause a decrease in the reliability of electric service to existing or future ratepayers, and the likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities. Unless we determine that the agreement will cause a detriment to the public interest, the agreement should be approved. See Utilities Commission of the City of New Smyrna v. Florida Public Service Commission, 469 So. 2d 731 (Fla. 1985).

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[2] See Order No. PSC-08-0502-PAA-EU, issued August 8, 2008, in Docket No. 080206-EU, In re: Petition for approval to amend territorial agreement regarding extension of time to finalize Phase II of customer transfers, by Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative.

In this instance, the amended territorial agreement proposed by PEF and WREC eliminates existing or potential uneconomic duplication of facilities, and it does not cause a decrease in the reliability of electric service to existing or future ratepayers. Therefore, we find that the amended territorial agreement between PEF and WREC is in the public interest and we approve it.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Joint petition of Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative, Inc. for approval of amendment to territorial agreement to modify territorial boundary line in four areas of Pasco and Hernando Counties is approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd day of April, 2010.

ANN COLE
Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on May 13, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase in water and wastewater rates in Alachua, Brevard, DeSoto, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.	DOCKET NO. 080121-WS ORDER NO. PSC-10-0297-PAA-WS ISSUED: May 10, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING PHASE II MONITORING PLAN

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

I. Background

By Order No. PSC-09-0385-FOF-WS (Final Order), issued on May 29, 2009, in this docket, we found that the quality of service provided by Aqua Utilities Florida, Inc. (AUF) was marginal for all systems, except for the Chuluota system, which was unsatisfactory. Also, we noted that a consent order for The Woods' water and wastewater systems had just been closed, and made the increased rates for those systems subject to refund with interest should the systems become subject to a Department of Environmental Protection (DEP) consent order within 18 months of the issuance of the Final Order.

Because of concerns with AUF's customer service, we created an AUF Monitoring Plan which was to last six months. The three major areas of concern targeted in the Monitoring Plan included: (1) AUF's failure to handle customer complaints properly, (2) AUF's Call Center's process for handling complaints, and (3) incorrect meter readings and resulting improper bills. AUF was required to submit monthly reports and sound recordings of customer complaints, as well as meter reading route schedules and meter reading logs, in order to verify the accuracy of the meter readings and resulting customer bills. Upon the completion of these reporting

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requirements, our staff was to present its conclusions and recommendations regarding AUF's performance.

Our staff filed its recommendation for the March 16, 2010, Agenda Conference presenting the results of its review into the quality of service provided by AUF as required by the Final Order. In addition, our staff provided an update of the Utility's compliance with the DEP and County Health Departments which oversee AUF's quality of product and the operational condition of the water and wastewater facilities.

After hearing from our staff, parties, and a number of customers at the Agenda Conference, we concluded that, while preliminary results show substantial improvement in AUF's customer service, additional monitoring was required to ultimately render a determination as to the adequacy of AUF's quality of service. We ordered our staff to continue monitoring the customer service provided by AUF through calendar year 2010, including customer complaints, meter reading and billing accuracy, and environmental compliance.[1] In preparing a subsequent monitoring plan, we directed our staff to emphasize specific areas that were discussed at the Agenda Conference, including the procedures and accuracy of estimated bills, and the appropriate methods and costs to improve the aesthetic quality of water in certain targeted systems. Further, we instructed our staff to work collaboratively with AUF and the other parties in order to develop a cost-effective, efficient, and meaningful monitoring plan, and to bring the supplemental monitoring plan to us within 45 days.

Our staff met in noticed meetings with representatives from AUF, the Office of Public Counsel (OPC), and the Office of the Attorney General (AG) on March 25 and April 5, 2010, to discuss the specifics of a cost-effective monitoring plan consistent with our direction. In addition, several customer representatives participated in the meetings via conference call. This Order addresses the AUF/OPC Proposed Phase II Monitoring Plan of AUF's Quality of Service and additional requirements for the Supplemental Monitoring Plan as we required in Order No. PSC-10-0218-PAA-WS, issued April 6, 2010.

We have jurisdiction pursuant to Sections 367.011(2), 367.081, and 367.111, Florida Statutes (F.S.).

II. Phase II Monitoring Plan Proposed by AUF and OPC

As stated earlier, we directed our staff to continue monitoring the customer service provided by AUF through calendar year 2010, and to work collaboratively with AUF and the other parties in order to develop a cost-effective, efficient and meaningful monitoring plan. Our staff met with representatives from AUF, OPC, and the AG's Office in noticed meetings on March 25 and April 5, 2010, to discuss the specifics of a cost-effective monitoring plan consistent with our direction. In addition, several customer representatives participated in the meetings via conference call. At the April 5, 2010, meeting, AUF and OPC agreed to a joint proposed Phase II Monitoring Plan. AUF and OPC ultimately submitted their Agreement on Scope of Phase II Monitoring, and that document is appended to this Order as Attachment 1.

[1] See Order No. PSC-10-0218-PAA-WS issued April 6, 2010, in this docket.

In essence, the Phase II Monitoring Plan proposed by AUF and OPC includes monitoring through calendar year 2010 customer complaints, estimated meter readings, and aesthetic water quality for seven of AUF's water systems. The specific methods to accomplish this monitoring are discussed below.

A. Customer Complaints

With regard to customer complaints, AUF will provide reports and supporting documents on a monthly basis that track the customer calls received by AUF's call centers. (See Nos. 1(a) and (b), and 4, on Attachment 1.) These documents will be provided to all parties in the docket and placed in this docket file within one month and ten days of the end of the relevant reporting period. For example, reports for the month of May will be filed no later than July 10, 2010. The documents include:

- Management Quality Performance Report – This report tracks on a monthly basis the reasons for customer calls. It is used by AUF management to gain an understanding of recent performance and any adverse trends. AUF has agreed to provide the historical trend line for this report and a monthly "Florida Scorecard," which includes quality of service metrics. In addition, the supporting non-proprietary information for each of the complaint-related calls that underlies the monthly Management Quality Performance Reports will be provided each month.

- Call Center Monitoring Statistics – This report tracks the key performance indicators of its call centers on a monthly basis and is used to ascertain whether AUF is meeting its targeted service performance levels. AUF will also provide the monthly Call Quality Report for all call centers through the end of calendar year 2010 and on a historical basis. This report will be formatted such that monthly data can be tracked for each of the call centers separately. In the initial report, AUF will provide a narrative of its efforts to ensure quality control at its call centers.

- Aged Service Order Status Report – This report tracks AUF's service order log and the timeliness of closing service order requests. This report should address concerns raised by OPC and customers regarding missed commitments.

In addition, in the Phase II Monitoring Plan, AUF agrees to provide an opportunity for an OPC representative to visit one of its call centers and tour the facility.

We agree with AUF and OPC that the data contained in the above-described documents should contain relevant information for all parties to use in evaluating AUF's response to customer complaints. After reviewing these reports, our staff and the parties can conduct discovery, if necessary, in order to follow up on questions that may arise or trends that are identified. Further, since these documents are currently being produced for use by AUF management, we find this is an efficient and cost-effective means of gathering the necessary monitoring information with regard to customer complaints.

Item No. 2 of the proposed Phase II Monitoring Plan states that our staff will track complaints filed at the Commission by AUF customers. In this regard, our staff will produce a monthly report which tracks complaints filed at the Commission Call Center. This report will indicate the number of complaints received for the month, the type of complaint, the dates the complaint was opened and closed, and the county in which the customer resides. Our staff will provide this report each month to all parties and place it in the docket file.

During both meetings held with the parties to discuss a subsequent monitoring plan, one of the customers suggested that, in addition to the filing of the above reports, a survey of AUF customers should be conducted in order to determine whether customers' concerns are adequately being addressed by AUF. We do not believe another survey would be an effective method of evaluating AUF's efforts to address customer concerns at this time. As noted in the staff recommendation dated March 4, 2010, during the initial monitoring phase, our staff sent out a customer satisfaction survey to 900 customers selected at random over a six-month period from the AUF monthly customer complaint logs. After analyzing the responses, reviewing the customer comments, and talking to over 100 customers, it appeared that the survey did not accurately measure AUF's customer service performance. Rather it appeared that many customers were evaluating AUF's rates, not whether their specific concerns were appropriately addressed. We believe the monitoring plan proposed by AUF, and agreed to by OPC, is a more efficient, cost-effective, and focused method to evaluate AUF's performance. As mentioned previously, these monthly reports will provide meaningful data with which to evaluate recent performance and identify trends. Also, our staff and the parties will be able to conduct discovery on the reports to obtain more granular data, if necessary.

B. Estimated Meter Readings

According to Item No. 1(c) in the Phase II Monitoring Plan, AUF will provide an Estimated Read Report on a monthly basis to the parties and the our docket file. Our staff and the parties can use this report to track the number of estimated reads and as a basis to investigate adverse trends. If necessary, the parties or staff can request more detail in order to ascertain the cause of the estimated readings and how it has or will be resolved. Because this is also a report that is currently being produced and used by AUF management, we find this is a cost-effective means of monitoring estimated meter readings.

C. Secondary Drinking Water Standards (Aesthetics)

In Item No. 6 in the proposed Phase II Monitoring Plan, AUF agrees to monitor, on a monthly basis through the end of 2010, the secondary drinking water constituents under the Florida and Federal Safe Drinking Water Acts and report the results. This monitoring will be performed on the following seven water systems:

Name of System	County	Number of Residential Customers
Lake Josephine	Highlands	514
Leisure Lakes	Highlands	248
Sebring Lakes	Highlands	66
Rosalie Oaks	Polk	81
Tangerine	Orange	236
Tomoka View	Volusia	258
Zephyr Shores	Pasco	389

AUF chose seven systems to monitor, believing that to be a manageable number of systems to include in the project. The systems were selected based upon the following criteria:

- Review of customer comments at public hearings;
- Internal review of number of customer complaints on water quality issues;
- Review of water quality data from Secondary Drinking Water test results;
- Input from AUF area coordinators on aesthetic water quality issues; and
- Results of AUF's customer survey

We find that this is a cost-effective method to study the cause of, and solutions for, aesthetic water quality concerns. A review of the customer testimony from service hearings and other data regarding secondary water quality testing results shows that the seven systems selected by AUF are appropriate for an initial monitoring project. It is our understanding that AUF's efforts to address aesthetic water quality issues are not limited to these seven systems. AUF has also been actively working on improving aesthetics for a number of its systems and has already begun to spend capital dollars associated with those solutions.

Item No. 6 of the proposed Phase II Monitoring Plan also establishes a Joint Secondary Water Quality Task Force, consisting of representatives from AUF, OPC, other parties, and one or two designated customer representatives from each of the seven system locations. There will be two meetings of the task force at each of the seven chosen locations to discuss the aesthetic concerns affecting the system, possible solutions, and associated costs. The monitoring plan also includes a mid-point meeting with our staff, OPC, and the other parties to discuss the results of the aesthetics monitoring and possible solutions.

According to Item No. 7 of the proposed monitoring plan, AUF will submit a report by February 2011, summarizing the results of its Phase II reporting requirements, including a briefing on the results of its meetings with customers in connection with the Joint Secondary Water Quality Task Force. The report will be provided to all parties and our staff, and filed in the docket file. Parties will have an opportunity to respond to the AUF report. Our staff will

subsequently present its conclusions on the results of the Phase II Monitoring Plan along with its recommendations, if any, for our further action.

III. Commission Additions to the Phase II Monitoring Plan

In addition to the items contained in the AUF/OPC Phase II Monitoring Plan, we find that the plan shall address environmental compliance and a further evaluation of the customer billing samples. These two items were specifically discussed by us at the March 16 Agenda Conference, and shall be included in the Phase II Monitoring Plan. A description of the monitoring effort for these two additional areas of concern follows.

A. Environmental Compliance

With regard to environmental compliance, our staff shall obtain and review copies of enforcement actions taken by the DEP, the County Health Departments, and the Water Management Districts (WMDs) through the end of 2010 for each of AUF's water and wastewater systems under our jurisdiction. As part of the monitoring plan, AUF shall provide quarterly updates by July 10, 2010, and September 10, 2010, describing the status of all outstanding warning letters, consent orders, and notices of violation. The quarterly updates shall include those enforcement actions identified in the Final Order and any additional warning letters, consent orders, or notices of violation issued during the period. The reports shall further include AUF's plan to resolve each violation. This information shall also be provided by AUF as part of its final report on all aspects of the Phase II Monitoring Plan that will be submitted by February 2011.

Although the Chuluota water system (Chuluota) is not specifically included in the seven systems identified in the C. Secondary Drinking Water Standards (Aesthetics) section of this Order, we note that the Chuluota system is on a separate expedited track. Pursuant to a modified Consent Order with DEP (modification dated August 10, 2009), AUF is to place on line, by July 2010, an anion exchange system for the Chuluota system. This anion exchange system is designed to improve the water such that both the primary and secondary standards are met. Our staff shall monitor the implementation of this anion exchange system to include not only whether the primary standards are met but also the secondary standards. A report on the Chuluota system shall be included in AUF's February 2011 final report to the Commission, and shall address compliance with both the primary and secondary standards

B. Meter Reading and Customer Billing Samples

This part of the monitoring plan looks at whether AUF is properly reading customers' meters and whether the bills customers receive reflect the usage indicated by these meter readings. In its initial evaluation, our staff randomly sampled 358 meter readings taken by AUF and compared those readings to a corresponding set of meter readings taken by Commission staff. Of these 358 meter readings taken by AUF, none were found to be significantly different from the meter readings taken by our staff. Therefore, we find that no further testing of AUF's meter reading accuracy is necessary.

Also as part of its initial evaluation, our staff randomly sampled 50 customer bills to determine if these bills were properly based upon the meter readings taken by AUF. Although all of the customer bills were appropriately based upon the usage indicated by the meter readings, we had concerns at the March 16 Agenda Conference that the sample size of 50 may not be sufficient to provide adequate assurance that all customer bills are appropriately based on actual meter readings. Therefore, this sample shall be expanded to the same sample size of 358 used to determine the adequacy of AUF's meter reading. This will allow a determination to be made of the adequacy of AUF's billing system on the same basis as the aggregate meter reading sample.

IV. Conclusion

As discussed above, the Phase II Monitoring Plan submitted by AUF and OPC outlines an efficient, cost-effective means of monitoring AUF's quality of service. Therefore, we approve the plan. In addition, the Phase II Monitoring Plan shall address environmental compliance and a further evaluation of the customer billing samples as set out above.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Phase II Monitoring Plan as discussed in the body of this Order is approved. It is further

ORDERED that Aqua Utilities Florida, Inc., and our staff shall file all reports as required by the Phase II Monitoring Plan. It is further

ORDERED that the Phase II Monitoring Plan shall include the addressing of environmental compliance and the further evaluation of the customer billing samples as set forth in the body of this Order. It is further

ORDERED that our staff shall monitor implementation of the anion exchange system, and both our staff and Aqua Utilities Florida, Inc., shall address compliance with both the primary and secondary standards for the Chuluota water system as set forth in the body of this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if no person whose substantial interests are affected by the proposed agency action files a protest within twenty-one days of the issuance of the Order, a Consummating Order will be issued. However the docket shall remain open pending the outcome of the Phase II Monitoring Plan. It is further

ORDERED that the docket shall remain open contingent on the DEP not issuing any further consent orders regarding The Woods water and wastewater systems within 18 months of the Final Order, issued on May 29, 2009.

By ORDER of the Florida Public Service Commission this 10th day of May, 2010.

ANN COLE
Commission Clerk

(SEAL)

RRJ

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on May 31, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Aqua Utilities Florida/OPC
Agreement on Scope of Phase II Monitoring

1. **Reports to Provide Staff and OPC**

   Aqua will file the following monthly reports that are utilized by Aqua to track service performance:

   a) Management Quality Performance Report (Example attached as Exhibit "A").

   This report tracks on a monthly basis the reasons for customer calls. The report provides management an understanding of recent performance and any concerning trends. Variances or changes are reviewed and investigated by management each month. For example, if a month shows elevated "no water" calls, the outage history in that area is investigated. Aqua will provide the historical trend line for this report. Aqua will also provide the supporting non-proprietary information for each of the complaint-related calls that underlies the monthly reports. In addition, Aqua will provide a monthly "Florida Scorecard", which will include quality of service metrics, with the understanding that this "Scorecard" is a work in progress and is used internally by Aqua for evaluating job performance.

   b) Call Center Monitoring Statistics Report (Example attached as Exhibit "B").

   Using this report, Aqua tracks the key performance indicators of its call centers on a monthly basis. This information is used to ascertain whether Aqua is meeting its targeted service performance levels. Aqua will also provide a monthly CSR Call Quality Report for all call centers through December 31, 2010, and on a historical basis. The CSR Call Quality Report will be formatted such that monthly data can be tracked for each of the calls centers separately, including the Cary, N.C. call center. In its initial report, Aqua will provide a narrative of the company's efforts to ensure quality control at its call centers.

   c) Estimated Read Report (Example attached as Exhibit "C").

   An estimated read report is circulated and reviewed to track estimated reads on a monthly basis. Estimated reads can occur for varying reasons, *e.g.* weather, malfunction of the meter, etc. Aqua tracks its estimated reads and investigates concerning trends.

2. **Tracking of PSC complaints will be covered by PSC staff under the Pac's current tracking system.**

3. **Aqua and OPC agree that the production of sound recordings and meter logs should be eliminated.**

4. **Aged Service Order Status Report** (Example attached as Exhibit "D").

   In order to address the OPC's concern regarding "missed commitments" Aqua will file its monthly Aged Service Order Status Reports for all customer initiated calls. This report is utilized by management to track AUF's service order log and the timeliness of closing of service order requests. This report includes, for example, service orders related to water quality service, no water reports, and requests to fix a broken meter.

5. **In order to better apprise the OPC of Aqua's commitment to quality of service, during the Phase II Monitoring, Aqua will provide for an OPC representative to visit one of its call centers and tour the facility.**

6. **Establish Joint Secondary Water Quality Task Force**

   - Monitoring Aesthetics. AUF will agree to monitor on a monthly basis through December 31, 2010 secondary constituents under the Florida and Federal Safe Drinking Water Acts, and report the results. Monitoring will be performed on seven of AUF's systems: Tangerine, Zephyr Shores, Tomoka, Leisure Lakes, Lake Josephine, Rosalie Oaks and Sebring Lakes. AUF identified these 7 systems utilizing the following criteria:

     - Review of comments from customers at public hearing
     - Internal review of number of customer inquiries dealing with water quality issues
     - Review of water quality data on Secondary Water Quality results
     - Information from Area Coordinators on aesthetic issues they deal with in their systems
     - Survey results from customers

   - Meetings with OPC, parties and Designated Customer Representatives (14 in Total)

     - First Meeting: By the end of Month 2 of the monitoring program, AUF will meet with OPC, parties and 1 or 2 designated customer representatives at each of the 7 system locations to constructively discuss the aesthetic concern effecting the system and possible solutions to the aesthetic concern

     - Second Meeting: By end of Month 4, AUF will have follow-up meetings with those participating in the First Meeting to continue to discuss aesthetic concerns and focus more on possible solutions and associated costs

- Mid-Point Meeting with FPSC Staff

    - By the end of Month 3, AUF will meet with staff (and OPC and the other parties) in Tallahassee to discuss the results of aesthetics monitoring and possible solutions to aesthetic concerns

7. **Annual Report by Aqua to the Commission**

   Aqua will submit a report by February 2011 summarizing the results of its Phase II reporting requirements, which will include a briefing on the results of its meetings with customers in connection with the Joint Secondary Water Quality Task Force.

8. **During Phase II Monitoring, Aqua will file copies of the reports within 1 month and 10 days of the end of the relevant period.** For example, reports for the month of May will be filed not later than July 10, 2010.

9. **The Commission will decide whether the docket should be closed after reviewing all of the data submitted during the Phase II Monitoring process.**

QUALITY PERFORMANCE REPORT

Florida Customers

	Feb-10	Percent	Total Calls
1	Move In or Move Out	20%	899
2	Pay by Phone - Speedpay	15%	679
3	Verify Account Balance	11%	490
4	Restore Service	6%	283
5	Customer Account Changes	6%	273
6	Explain Bill	5%	220
7	Payment Confirmation Number	5%	200
8	Verify Receipt of Payment	4%	176
9	Payment Arrangement	4%	176
10	Shut-Off Notice	4%	157
	All Other Calls	19%	845
	Total calls	100%	4,398

Exhibit B

Call Center Statistics	October-09	November-09	December-09	Standard / Goal
Customers (approx.)	858,041	858,041	858,041	
Total Calls	89,915	81,148	82,417	
Days Open	22	19	22	
Average Calls/Day	4,087	4,271	3,746	
Abandon Rate	3.5%	4.8%	3.1%	< 5 %
Calls Answered in < 90 seconds	85%	81%	86%	> 80 %
Average Speed to Answer	36 sec	51 sec	33 sec	< 60 sec
Average Handle Time	4:46	4:43	4:34	< 4:30
Calls/Customer/Yr	1.2	1.2	1.1	~ 1.0
Average #CSR/Day	64.0	64.9	64.2	
Calls Answered	86,768	77,253	79,862	

ESTIMATION RATE BY STATE

Year	Month	PA	NC	VA	FL	TX	Non SE PA	NJ	NY	IL	IN	MO	OH
2009	AUGUST	0.6	1	0.7	0.3	0.5	0.9	0.8	3.5	1.4	0.2	0.3	1.1
2009	SEPTEMBER	0.7	0.9	0.8	0.4	0.5	0.6	0.9	2.3	1.2	0.1	0.1	1.1
2009	OCTOBER	0.5	0.7	0.4	0.8	0.5	0.5	0.4	2.1	1.5	0.4	0.2	0.8
2009	NOVEMBER	0.4	0.8	0.5	0.3	0.4	0.3	0.3	1.5	4.7	0.1	0.1	0.9
2009	DECEMBER	0.4	1.1	5.2	0.2	0.3	0.4	0.5	2.6	1.8	0.4	0.2	0.6
2010	JANUARY	0.3	1.2	1.3	0.2	0.3	0.3	0.3	2.1	3.9	0.1	0.3	2
2010	FEBRUARY	0.4	2	15.4	0.2	0.4	0.4	0.3	0.6	4	0.7	0.2	2.7
2010	MARCH	0.3	1.5	1.3	0.1	0.3	0.3	0.2	1.3	1.5	0.1	0.2	0.8

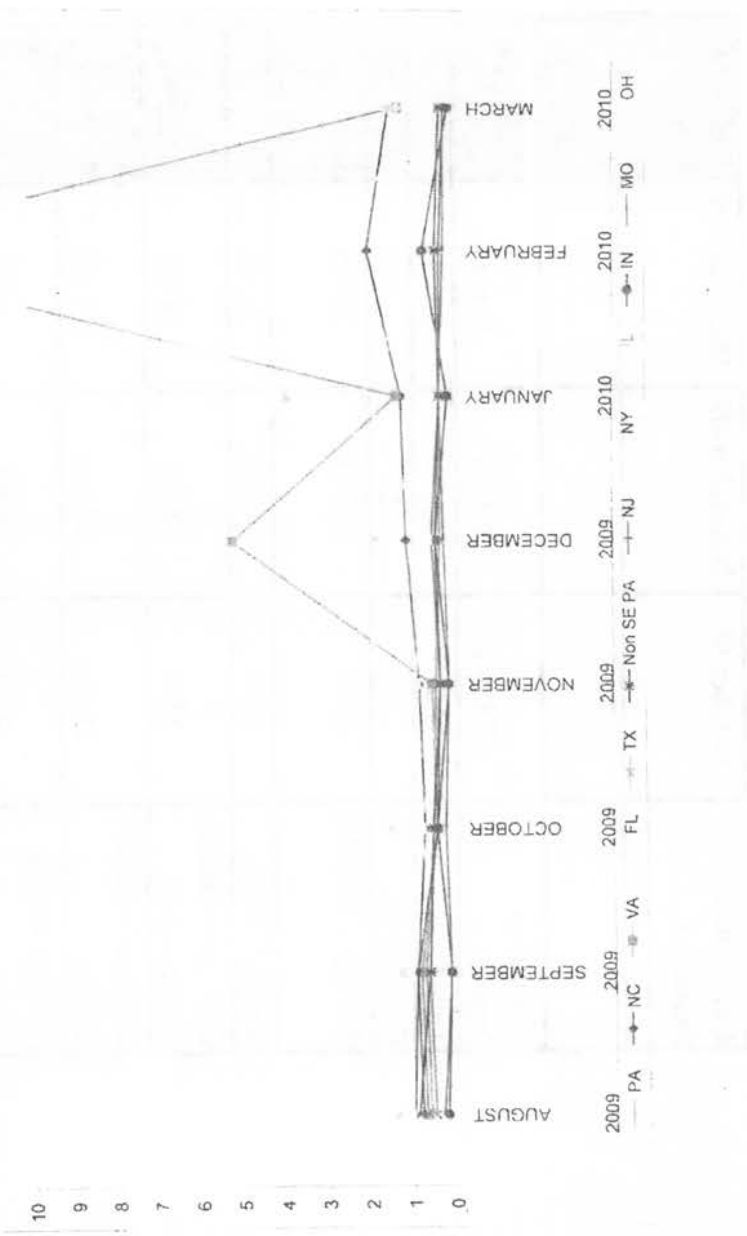

Exhibit C

Aqua America Aged Service Orders
Florida
Status: O - Needs to be Worked in the Field
Run Date: 4/1/10

CODE	1-7	8-14	15-21	22-28	29-60	61-90	91-120	121-200	201-300	301-400	>400	TOTAL
HIC	1	0	0	0	0	0	0	0	0	0	0	1
LABT	1	0	0	0	0	0	0	0	0	0	0	1
MSMT	1	1	0	0	0	0	0	0	0	0	0	2
PRES	4	0	0	0	0	0	0	0	0	0	0	4
RMTR	1	0	0	0	0	0	0	0	0	0	0	1
TOTAL	8	1	0	0	0	0	0	0	0	0	0	9

Exhibit D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of Florida Power & Light Company's current allowance for funds used during construction rate.	DOCKET NO. 100133-EI ORDER NO. PSC-10-0298-PCO-EI ISSUED: May 10, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
DAVID E. KLEMENT
BEN A. "STEVE" STEVENS III

ORDER APPROVING CHANGE IN RATE FOR ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION

BY THE COMMISSION:

BACKGROUND

Florida Power & Light Company's (FPL) current Allowance for Funds Used During Construction (AFUDC) rate of 7.41 percent, effective January 1, 2009, was authorized by Order No. PSC-09-0377-PAA-EI.[1] The 7.41 percent AFUDC rate was calculated using an actual 13-month average capital structure for the period ended December 31, 2008. The return on equity (ROE) used in the calculation was the stipulated 11.75 percent approved in Order No. PSC-05-0902-AS-EI.[2] In its recently concluded rate case in Docket No. 080677-EI,[3] FPL was authorized an ROE midpoint of 10.00 percent.

In the prescribed Uniform System of Accounts,[4] AFUDC is defined as the net cost for the period of construction of borrowed funds used for construction purposes and a reasonable rate on other funds (preferred stock and common equity) when so used.[5] To the extent practicable, the AFUDC rate should reflect the current costs for borrowed and other funds. Based on the newly authorized ROE of 10.00 percent, FPL's current AFUDC rate may be lower than the authorized 7.41 percent.

[1] Order No. PSC-09-0377-PAA-EI, issued May 28, 2009, in Docket No. 090108-EI, In re: Request for approval of change in rate used to capitalize allowance for funds used during construction (AFUDC) from 7.65% to 7.41%, effective January 1, 2009, by Florida Power & Light Company.
[2] Order No. PSC-05-0902-AS-EI, issued September 14, 2005, in Docket No. 050045-EI, In re: Petition for rate increase by Florida Power & Light Company.
[3] Order No. PSC-10-0153-FOF-EI, issued March 17, 2010, in Docket No. 080677-EI, In re: Petition for increase in rates by Florida Power & Light Company.
[4] Rule 25-6.014(1), F.A.C.
[5] 18 C.F.R. Part 101 (2009), Electric Plant Instruction No. 3.A.(17)

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FPSC-COMMISSION CLERK

Pursuant to Rule 25-6.0141(7), F.A.C., we may, on our own motion, initiate a proceeding to revise a utility's AFUDC rate. This order addresses the initiation of a proceeding to revise FPL's AFUDC rate. We have jurisdiction pursuant to Sections 366.04, 366.05, and 366.06, Florida Statutes.

DECISION

FPL's current AFUDC rate of 7.41 percent, effective January 1, 2009, was authorized by Order No. PSC-09-0377-PAA-EI.[6] The 7.41 percent AFUDC rate was calculated using an actual 13-month average capital structure for the period ended December 31, 2008. The ROE used in the calculation was the stipulated 11.75 percent approved in Order No. PSC-05-0902-AS-EI.[7] In the prescribed Uniform System of Accounts,[8] AFUDC is defined as the net cost for the period of construction of borrowed funds used for construction purposes and a reasonable rate on other funds (preferred stock and common equity) when so used.[9] To the extent practicable, the AFUDC rate should reflect the current costs for borrowed and other funds. In its recently concluded rate case in Docket No. 080677-EI,[10] FPL was authorized an ROE midpoint of 10.00 percent. Based on the period ended December 31, 2009, and a 10.00 percent ROE, we estimate that a more current AFUDC rate would be approximately 6.47 percent. This AFUDC rate is significantly lower than the currently authorized AFUDC rate of 7.41 percent.

Pursuant to Rule 25-6.0141(7), F.A.C., we may, on our own motion, initiate a proceeding to revise a utility's AFUDC rate. Based on our analysis, we believe that a more current AFUDC rate would be significantly lower than the currently authorized AFUDC rate of 7.41 percent. Therefore, we find it appropriate to initiate a proceeding to revise FPL's AFUDC rate. FPL shall file the schedules prescribed in Rule 25-6.0141(4), F.A.C., for the period ended March 31, 2010, with an effective date of April 1, 2010. March 2010 represents the first full month subsequent to the March 1, 2010, effective date for the implementation of the new rates authorized in the rate case. The schedules shall include the appropriate rate case adjustments consistent with the determinations reflected in Order No. PSC-10-0153-FOF-EI. The schedules shall be filed no later than May 20, 2010.

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[6] Order No. PSC-09-0377-PAA-EI, issued May 28, 2009, in Docket No. 090108-EI. In re: Request for approval of change in rate used to capitalize allowance for funds used during construction (AFUDC) from 7.65% to 7.41%, effective January 1, 2009, by Florida Power & Light Company.

[7] Order No. PSC-05-0902-AS-EI, issued September 14, 2005, in Docket No. 050045-EI, In re: Petition for rate increase by Florida Power & Light Company.

[8] Rule 25-6.014(1), F.A.C.

[9] 18 C.F.R. Part 101 (2009), Electric Plant Instruction No. 3.A.(17)

[10] Order No. PSC-10-0153-FOF-EI, issued March 17, 2010, in Docket No. 080677-EI, In re: Petition for increase in rates by Florida Power & Light Company.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that a proceeding shall be initiated to revise FPL's current AFUDC rate and require FPL to file the schedules prescribed in Rule 25-6.0141(4), F.A.C., for the period ended March 31, 2010, with an effective date of April 1, 2010. It is further

ORDERED that the schedules shall include the appropriate rate case adjustments consistent with the determinations reflected in Order No. PSC-10-0153-FOF-EI. The schedules shall be filed no later than May 20, 2010. It is further

ORDERED that this docket shall remain open pending the review of the required AFUDC filing and the subsequent filing of a recommendation in this docket.

By ORDER of the Florida Public Service Commission this 10th day of May, 2010.

ANN COLE
Commission Clerk

(SEAL)

KY

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended standard offer contract, by Progress Energy Florida.	DOCKET NO. 100168-EI ORDER NO. PSC-10-0464-TRF-EI ISSUED: July 21, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP

ORDER APPROVING STANDARD OFFER CONTRACT AND RELATED TARIFFS

BY THE COMMISSION:

Case Background

Since January 1, 2006, each investor-owned electric utility (IOU) has been required to continuously offer to purchase capacity and energy from specific types of renewable resources. Section 366.91(3), Florida Statutes (F.S.) specifies that the contracts for purchase must be based on the utility's full avoided cost as defined in Section 366.051, F.S., and provide a term of at least ten years. Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statutes.

Progress Energy Florida (Progress) filed its petition for approval of an amended standard offer contract and accompanying tariff COG-2 rate schedule on April 1, 2010. The contract, as directed by Rule 25-17.250, F.A.C., is based on the 2010 Ten-Year Site Plan. Progress has identified a 178 megawatt (MW) combustion turbine fueled by natural gas as a unit available to be avoided. The in-service date of the unit is projected to commence on June 1, 2018.

We have jurisdiction over this matter pursuant to Sections 366.04 through 366.06, 366.91, and 366.92, F.S.

I. Analysis

Because Progress is an IOU, Rule 25-17.250(1), F.A.C., requires it to continuously make available a standard offer contract for the purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kilowatts (kW) or less. In its 2010 Ten-Year Site Plan, Progress has identified a 178 MW natural gas-fired combustion turbine as its avoided unit. The projected in-service date of the unit is June 1, 2018.

Any renewable generator can still elect to have no performance requirements to deliver energy on an as-available basis under the current standard offer. If the renewable generator

05768 JUL 21 10

commits to certain performance requirements based on the avoided unit, including being on-line and delivering capacity by the in-service date, it can receive a capacity payment. To promote renewable generation, we require multiple options for capacity payments, including the option to receive Early or Levelized payments. Table 1 illustrates the various annual payments that would be made to a renewable facility of 50 MW running at a 94 percent capacity factor, with an in-service date of January 1, 2011.

Table 1 – Estimated Annual Payments to a 50 MW Renewable Facility (94% Capacity Factor)

Year	Capacity Payment Type			
	Normal	Levelized	Early	Early Levelized
	($000)	($000)	($000)	($000)
2011	$ 21,228	$ 21,228	$ 22,812	$ 23,184
2012	$ 23,652	$ 23,652	$ 25,284	$ 25,608
2013	$ 28,800	$ 28,800	$ 30,480	$ 30,756
2014	$ 30,056	$ 30,056	$ 31,784	$ 32,018
2015	$ 34,856	$ 34,856	$ 36,638	$ 36,818
2016	$ 36,512	$ 36,512	$ 38,348	$ 38,474
2017	$ 39,109	$ 39,109	$ 40,999	$ 41,077
2018	$ 45,045	$ 45,603	$ 43,359	$ 43,383
2019	$ 43,362	$ 43,812	$ 41,622	$ 41,592
2020	$ 41,857	$ 42,205	$ 40,069	$ 39,985
2021	$ 40,545	$ 40,785	$ 38,703	$ 38,559
2022	$ 42,096	$ 42,228	$ 40,206	$ 40,002
2023	$ 43,851	$ 43,869	$ 41,901	$ 41,637
2024	$ 48,284	$ 48,176	$ 46,274	$ 45,944
2025	$ 50,143	$ 49,915	$ 48,079	$ 47,683
2026	$ 51,514	$ 51,160	$ 49,384	$ 48,922
2027	$ 54,816	$ 54,336	$ 52,626	$ 52,098
2028	$ 54,695	$ 54,083	$ 52,445	$ 51,839
2029	$ 56,136	$ 55,386	$ 53,820	$ 53,142
2030	$ 57,811	$ 56,923	$ 55,429	$ 54,673

If a renewable generator elects to receive payments under the Normal or Levelized options, it would receive as-available energy rates until 2018, the in-service date of the avoided units. If the Early or Early Levelized options are selected, capacity payments begin at an earlier date but tend to be less in the outer years as the net present value of payments must remain the same. In addition, capacity payments greater than those made under the Normal option require additional performance security from the renewable generator.

Progress submitted several revised tariff sheets related to the proposed amended standard offer, and corresponding to its COG-2 rate schedule. The revised sheets reflect the modifications in some of the language in the proposed contract, changes in the minimum specifications and milestones, and changes in the economic parameters of the avoided unit. Beyond these revisions, all other terms are retained from the 2009 standard offer contract.

The provisions of the 2010 standard offer contract and related tariffs submitted by Progress conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. Progress has filed tariff sheets that reflect the economic and technical assumptions of the 2018 avoided unit. The amended standard offer contract provides flexibility in the arrangements for payment so that a developer of renewable generation may select the payment stream best suited to its financial needs.

II. Decision

Based on the foregoing, we find Progress' standard offer contract and related tariffs comply with Rules 25-17.200 through 25-17.310, F.A.C., and are therefore approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida's standard offer contract and related tariffs are hereby approved, effective July 13, 2010. It is further

ORDERED that the provisions of this Order, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if a protest is filed within 21 days of the issuance of the Order, the tariffs shall remain in effect pending resolution of the protest. Potential signatories to the standard offer contract shall be aware that Progress Energy Florida's tariffs and standard offer contracts may be subject to a request for hearing, and if a hearing is held, may subsequently be revised. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 21st day of July, 2010.

ANN COLE
Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on August 11, 2010.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of a renewable energy tariff and standard offer contract, by Florida Power & Light Company.	DOCKET NO. 100169-EI ORDER NO. PSC-10-0463-TRF-EI ISSUED: July 21, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP

ORDER APPROVING STANDARD OFFER CONTRACT AND RELATED TARIFFS

BY THE COMMISSION:

I. Case Background

Since January 1, 2006, each investor-owned electric utility (IOU) has been required to continuously offer to purchase capacity and energy from specific types of renewable resources. Section 366.91(3), Florida Statutes (F.S.) specifies that the contracts for purchase must be based on the utility's full avoided cost as defined in Section 366.051, F.S., and provide a term of at least ten years. Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statutes.

Florida Power & Light Company (FPL) filed its petition for approval of a renewable energy tariff and standard offer contract on April 1, 2010. The contract, as directed by Florida Public Service Commission Rule 25-17.250 F.A.C., is based on the 2010 Ten-Year Site Plan, but FPL has no fossil-fueled generating units that could qualify as an avoided unit during the 2010-2019 period. Therefore, in its 2010 Ten-Year Site Plan, FPL included a notation that a fossil-fueled generation unit capable of serving as the avoided unit would next be required in 2025. The unit is a greenfield 1,212 megawatt (MW) natural gas-fired combined cycle plant with a projected in-service date of June 1, 2025.

We have jurisdiction over this matter pursuant to Sections 366.04 through 366.06, 366.91, and 366.92, F.S.

II. Analysis

Because FPL is an IOU, Rule 25-17.250(1), F.A.C., requires it to continuously make available a standard offer contract for the purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kilowatts (kW) or less. In its 2010 Ten-Year Site Plan, FPL has not identified any fossil-fueled generating units

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for the period 2010-2019, but it has identified a unit beyond the ten year planning horizon as the avoided unit. The unit is a greenfield 1,212 MW natural gas-fired combined cycle plant with a projected in-service date of June 1, 2025.

A renewable generator can still elect to have no performance requirements to deliver energy on an as-available basis under the current standard offer. If the renewable generator commits to certain performance requirements based on the avoided unit, including being on-line and delivering capacity by the in-service date, it can receive a capacity payment. To promote renewable generation, we require multiple options for capacity payments, including the option to receive Early or Levelized payments. Table 1 illustrates the various annual payments that would be made to a renewable facility of 50 MW running at a 94 percent capacity factor, with an in-service date of January 1, 2011.

Table 1 – Estimated Annual Payments to a 50 MW Renewable Facility (94% Capacity Factor)

Year	Capacity Payment Type			
	Normal	Levelized	Early	Early Levelized
	($000)	($000)	($000)	($000)
2011	$ 24,649	$ 24,649	$ 24,649	$ 24,649
2012	$ 24,122	$ 24,122	$ 24,122	$ 24,122
2013	$ 22,780	$ 22,780	$ 22,780	$ 22,780
2014	$ 23,970	$ 23,970	$ 23,970	$ 23,970
2015	$ 27,329	$ 27,329	$ 27,329	$ 27,329
2016	$ 31,306	$ 31,306	$ 31,306	$ 31,306
2017	$ 33,822	$ 33,822	$ 33,822	$ 33,822
2018	$ 36,321	$ 36,321	$ 36,321	$ 36,321
2019	$ 39,133	$ 39,133	$ 39,133	$ 39,133
2020	$ 41,764	$ 41,764	$ 41,764	$ 41,764
2021	$ 43,950	$ 43,950	$ 43,950	$ 43,950
2022	$ 44,930	$ 44,930	$ 49,558	$ 50,175
2023	$ 44,020	$ 44,020	$ 48,786	$ 49,292
2024	$ 46,001	$ 46,001	$ 50,908	$ 51,300
2025	$ 49,963	$ 50,676	$ 48,026	$ 48,300
2026	$ 51,246	$ 51,790	$ 49,243	$ 49,397
2027	$ 52,562	$ 52,933	$ 50,492	$ 50,521
2028	$ 53,937	$ 54,130	$ 51,798	$ 51,699
2029	$ 55,351	$ 55,356	$ 53,136	$ 52,904
2030	$ 56,765	$ 56,584	$ 54,479	$ 54,111

If a renewable generator elects to receive payments under the Normal or Levelized options, it would receive as-available energy rates until 2025, the in-service date of the avoided units. If the Early or Early Levelized options are selected, capacity payments begin at an earlier date but tend to be less in the outer years as the net present value of payments must remain the same. In addition, capacity payments greater than those made under the Normal option require additional performance security from the renewable generator.

FPL submitted a total of twelve revised tariff sheets, including five revised sheets of FPL's Renewable Standard Offer Contract and seven revised sheets corresponding to FPL's QS-2 rate schedule. All of the revised sheets reflect the changed date of the avoided unit, with a majority of revisions related to the new economic parameters. Beyond these revisions, all other terms, such as provisions for performance, payment, and security are retained from the 2009 standard offer contract and related tariffs.

The provisions of the 2010 standard offer contract and related tariffs submitted by FPL conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. FPL has filed tariff sheets that reflect the economic and technical assumptions of the 2025 avoided unit. The standard offer contract provides flexibility in the arrangements for payment so that a developer of renewable generation may select the payment stream best suited to its financial needs.

III. **Decision**

Based on the above, we find that FPL's standard offer contract and related tariffs comply with Rules 25-17.200 through 25-17.310, F.A.C. and are therefore approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's standard offer contract and related tariffs are hereby approved, effective July 13, 2010. It is further

ORDERED that the provisions of this Order, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if a protest is filed within 21 days of the issuance of the Order, the tariffs shall remain in effect pending resolution of the protest. Potential signatories to the standard offer contract shall be aware that Florida Power & Light Company's tariffs and standard offer contracts may be subject to a request for hearing, and if a hearing is held, may subsequently be revised. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 21st day of July, 2010.

ANN COLE
Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on August 11, 2010.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FILED
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2010 JUL 29 AM 11:23
J.K. "BUDDY" IRBY
CLERK OF COURTS
ALACHUA COUNTY, FL

Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060
TELEPHONE: 386-362-1001
TELEPHONE: 800-226-1066

Alachua County Clerk of Courts
PO Box 600
Gainesville, FL 32602

7/28/10

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
PUBLIC NOTICE OF APPLICATION

Notice is hereby given that pursuant to Chapter 373, Florida Statutes, the following application for permit was received on July 1, 2010:

Southpointe Unit I-Phase II, Ross Investment Group, Inc., 324 NW 154th St, Newberry, FL 32669, has submitted an application for an Environmental Resource Permit Number 97-0132M5, for a total project area of 16.8 acres. The project is located in Township 9 South, Range 18 East, Section 36, in Alachua County.

Interested persons may comment upon the application or submit a written request for a staff report containing proposed agency action regarding the application by writing to the Suwannee River Water Management District, Attn: Resource Management, 9225 C.R. 49, Live Oak, Florida 32060. Such comments or requests must be received by 5:00 PM within 21 days from the date of publication.

No further public notice will be provided regarding this application. A copy of the staff report must be requested in order to remain advised of further proceedings. Substantially affected persons are entitled to request an administrative hearing, pursuant to Title 28, Florida Administrative Code, regarding the proposed agency action by submitting a written request after reviewing the staff report.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for approval of amended territorial agreement in Citrus County by Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative, Inc.	DOCKET NO. 100282-EU ORDER NO. PSC-10-0559-PAA-EU ISSUED: September 7, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
ART GRAHAM
RONALD A. BRISÉ

NOTICE OF PROPOSED AGENCY ACTION
ORDER AMENDING TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Background

On May 12, 2010, Progress Energy Florida, Inc. (PEF) and Withlacoochee River Electric Cooperative, Inc. (WREC) filed a joint petition for approval to amend the territorial agreement approved by Order No. PSC-06-0202-PAA-EU.[1] That order dealt with the consolidation and amendment of several territorial agreements between PEF and WREC in Citrus, Pasco, and Hernando Counties, as well as an agreement that resolved a territorial dispute involving a parcel of land owned by Majestic Oaks Partners, LLC in Hernando County. This joint petition requests a modification to the territory boundary in Citrus County at Crystal Paradise Estates Units 3 & 4, in order to comply with a requirement by Citrus County to vacate a right-of-way within the Crystal River Airport as part of a taxiway relocation and widening project. This amendment will require the transfer of approximately 31 customers and related distribution facilities currently served by PEF to WREC.

[1] See Order No. PSC-06-0202-PAA-EU, issued March 14, 2006, in Docket No. 040133-EU, In re: Petition of Withlacoochee River Electric Cooperative, Inc. to modify territorial agreement or, in the alternative, to resolve territorial dispute with Progress Energy Florida, Inc. in Hernando County.

DOCUMENT NUMBER-DATE
07509 SEP-7 ≥
FPSC-COMMISSION CLERK

This Order addresses the parties' joint petition for approval of the amended territorial agreement. We have jurisdiction over the matter pursuant to Section 366.04, Florida Statutes (F.S.).

Analysis and Ruling

As stated above, PEF and WREC filed a joint petition for approval to amend the territorial agreement approved by Order No. PSC-06-0202-PAA-EU. The need for the amendment arose because of a Citrus County construction project to relocate and widen the Crystal River Airport Taxiway. As stated in an April 28, 2010 letter from the Southwest Florida Water Management District to the County, the project has not been completed to specification. The County must complete the removal of a berm in an on-site retention pond. PEF currently has distribution facilities that are located within the berm, and the facilities must be disconnected and removed in order for the County to comply with the project specifications. In order to continue to serve the approximately 31 customers currently served by those facilities, PEF would have to construct new facilities and re-route distribution lines. The affected customers are located near the PEF/WREC territory boundary and are directly adjacent to customers currently being served by WREC. Therefore, in order to avoid duplication of services and wasteful expenditures, the parties have agreed to modify the service territory boundary and transfer the 31 customers from PEF to WREC.

The transfer of customers will be initiated as soon as possible to allow the County to comply with the construction project specifications. The current PEF lines will be disconnected from a terminal pole on the south side of the Crystal River Airport, and the underground distribution facilities that currently run south to north under the airport property will be removed. The underground facilities will also be disconnected from the terminal pole on the north side of the airport. This terminal pole will be transferred to WREC, and WREC will make a connection to the pole to serve the affected customers. PEF will refund all applicable deposits to the transferred customers, and WREC does not plan to require a deposit initially in order to lessen the impact on the customers. Each of the customers that will be affected by the transfer was sent a letter explaining the provisions of the proposed amendment and the necessity of Commission approval, and informing them of their opportunity to be heard regarding the petition. To date, the parties have received no customer responses to the proposed amendment.

Pursuant to Section 366.04(2)(d), F.S., we have jurisdiction to approve territorial agreements between and among rural electric cooperatives, municipal electric utilities, and other electric utilities. Pursuant to Rule 25-6.0440(2), Florida Administrative Code, in approving territorial agreements, we may consider the reasonableness of the purchase price of any facilities being transferred, the likelihood that the agreement will not cause a decrease in the reliability of electric service to existing or future ratepayers, and the likelihood that the agreement will eliminate existing or potential uneconomic duplication of facilities. Unless we determine that the agreement will cause a detriment to the public interest, the agreement should be approved. Utilities Commission of the City of New Smyrna v. Florida Public Service Commission, 469 So. 2d 731 (Fla. 1985).

In this instance, we find that the territorial amendment proposed by PEF and WREC eliminates existing or potential uneconomic duplication of facilities, does not cause a decrease in the reliability of electric service to existing or future ratepayers, will not occur at any significant cost, and prevents wasteful expenditures by the parties. It also allows Citrus County to complete its airport construction project to specification. Based on all of the above, the proposed amendment to the current territorial agreement is in the public interest and is hereby approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the proposed amendment to the current territorial agreement approved by Order No. PSC-06-0202-PAA-EU between Progress Energy Florida, Inc. and Withlacoochee River Electric Cooperative, Inc. is in the public interest and is hereby approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 7th day of September, 2010.

ANN COLE
Commission Clerk

(SEAL)

ARW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 28, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential and commercial differential tariffs, by Florida Power & Light Company.	DOCKET NO. 100166-EI ORDER NO. PSC-10-0578-TRF-EI ISSUED: September 21, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
ART GRAHAM
RONALD A. BRISÉ

ORDER APPROVING UNDERGROUND RESIDENTIAL AND COMMERCIAL DIFFERENTIAL TARIFFS

BY THE COMMISSION:

I. Background

Rule 25-6.078, Florida Administrative Code (F.A.C), sets forth the responsibilities of electric investor-owned utilities' (IOU) for filing updated underground residential distribution (URD) tariffs for new subdivisions. This rule requires each IOU to file updated URD charges for our approval at least every three years, or sooner if its underground cost differential for the standard low-density subdivision varies from the last approved charge by 10 percent or more. The rule requires IOUs to annually file, on or before October 15, a schedule showing the increase or decrease in the differential for the standard low-density subdivision.

On October 15, 2009, Florida Power & Light Company (FPL) notified us, pursuant to Rule 25-6.078, F.A.C., that its underground cost differential for the standard low density subdivision decreased from the last approved differential by 46 percent. Accordingly, FPL was required to file updated URD charges by April 1, 2010. The last approved differential was approved in Order No. PSC-08-0774-TRF-EI and the tariff went into effect on November 13, 2008 (2008 tariff).[1] The 2008 tariff for the first time incorporated the difference in the net present value of operational costs, including non-storm and average historical storm restoration costs over the life of the facilities, between underground and overhead system as required by

[1] Order No. PSC-08-0774-TRF-EI, issued November 24, 2008, in Docket No. 070231-EI, In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power and Lights Company.

DOCUMENT NUMBER-DATE
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Rule 25-6.078(4), F.A.C. The rule was amended in February 2007 to require the inclusion of the operational costs in the URD calculation.

By way of background, Order No. PSC-08-0774-TRF-EI, was protested by the Municipal Utilities Underground Consortium and the City of South Daytona, and the matter was set for hearing. In accordance with Order No. PSC-08-0774-TRF-EI, the 2008 tariff remained in effect with any charges held subject to refund pending resolution of the protest. The parties were able to reach a settlement, and we approved the settlement agreement and its associated tariff sheets (settlement tariff).[2] The settlement tariff went into effect on April 6, 2010.

To comply with the 10 percent filing requirement of the rule and the changes approved in the settlement, FPL filed on April 1, 2010, a petition for our approval of revisions to its URD Tariff Sheet Nos. 6.090, 6.095, 6.100, 6.110, 6.115, 6.120, 6.125, 6.130, and 9.715 and their associated charges. FPL is also petitioning for approval of its Underground Commercial/Industrial Distribution (UCD) Tariff Sheets No. 6.510, 6.520, 6.530, and 6.540 and their associated charges. By Order No. PSC-10-0353-PCO-EI, issued on June 4, 2010, we suspended FPL's proposed tariffs.

This Order addresses FPL's revised URD and UCD tariffs and the associated charges. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

II. Underground Residential Distribution (URD) Tariffs

The URD charges represent the additional cost FPL incurs to provide underground distribution service in place of overhead service, and are calculated as the differential between the costs of underground versus overhead service. Costs for underground service have historically been higher than standard overhead construction. The URD differential is paid by the customer (usually the developer) as a contribution in aid of construction (CIAC). The URD tariffs provide standard charges for certain types of underground service, and apply to new residential developments such as subdivisions and townhouses.

FPL's URD charges are developed based on three model subdivisions: (1) a 210-lot low density subdivision; (2) a 176-lot high density subdivision; and (3) mobile homes. All four of the largest investor-owned electric utilities use the same standardized model subdivisions to develop their URD charges.

For clarity, Table 1-1 below shows the per lot URD charges approved in the 2008 tariff, the settlement tariff, and FPL's proposed charges.

[2] Order No. PSC-10-0247-FOF-EI, issued April 22, 2010, in Docket No. 070231-EI, In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power and Lights Company.

Table 1-1				
Type of Subdivision	**Number of Service Laterals in Subdivision**	**2008 Tariff**	**Settlement Tariff**	**Proposed URD Charges**
Low Density	1 – 200 or more	$424.23	$179.23	$12.39
	2 – 85 - 199	$654.23	$409.23	$242.39
	3 – less than 85	$731.23	$486.23	$319.39
High Density	1 – 300 or more	$0	$0	$0
	2 – 100 - 299	$203.19	$0	$0
	3 – less than 100	$280.19	$63.19	$5.63
Mobile Homes	1 – 300 or more	$0	$0	$0
	2 – 100 - 299	$19.15	$0	$0
	3 – less than 100	$96.15	$0	$0

A. Components of URD charges

The URD charges consist of three components: (1) pre-operational costs, (2) non-storm operational costs, and (3) avoided storm restoration costs. FPL proposes only to revise the pre-operational costs based on updated material and labor costs, as the non-storm and avoided storm costs were approved in Order Nos. PSC-10-0247-FOF-EI and PSC-08-0774-TRF-EI, respectively. The three components are discussed below.

The pre-operational costs represent the material and labor costs to install a distribution system. FPL used 2009 material and labor cost data in its URD calculations. The cost of both underground and overhead service include the material and labor costs to provide primary, secondary, service distribution lines, and transformers. The costs for poles are included in providing overhead service. The costs for trenching and backfilling are included in providing underground service.

The pre-operational costs have decreased as shown in Table 1-2, resulting in the overall decrease of the URD charges.

Table 1-2

Type of Subdivision	Current Pre-operational Costs (2008 tariff)	Proposed Pre-operational Costs	Percent Change
210-lot low density	$563.23	$396.39	-29.62%
176-lot high density	$140.19	$82.63	-41.06%
Mobile Homes[3]	$0	$0	0%

FPL explains that several factors contributed to the decrease in the pre-operational costs. Unit prices for overhead transformers and poles increased significantly. In order to mitigate the increasing cost of the overhead transformers and poles, FPL revised the equivalent overhead design, reducing the number of transformers, which also required an increase in secondary conductor footage. In contrast, decreases in the metals and plastics markets have reduced unit costs for underground cable and conduits. The net effect of the increasing overhead costs and decreasing underground costs results in a decrease in the pre-operational costs. Both underground and overhead labor rates have increased; however, the underground labor rates have increased slightly more than the overhead labor rates.

FPL's proposed URD tariff also provides for updated charges to reflect current labor and material costs for additional customer-requested equipment such as feeder mains or switch package. Finally, FPL's tariff provides for credits if the customer installs certain equipment.

Rule 25.6-078(4), F.A.C., requires URD calculations to also address operational costs and storm restoration costs. Pursuant to the settlement, the non-storm operational component of the URD calculation is set at $0 for the three subdivisions until January 1, 2013. The non-storm operational costs represent the cost differential between maintaining and operating an underground versus an overhead system over the life of the facilities.

Finally, the storm cost component of the URD charge represents avoided storm restoration costs when an area is undergrounded, and is subtracted from the pre-operational costs, thus reducing the URD charge. FPL's URD tariff provides for three separate charges for each subdivision model based on the number of service laterals in the project being undergrounded. FPL's experience with the savings from avoided storm restoration costs has varied based on the size of the subdivision which has underground distribution. Larger subdivisions provide the greatest benefit from having their service underground, and thus reflect larger avoided storm restoration costs than smaller subdivisions. We approved the three-tier application of the avoided storm restoration costs and the level of the avoided storm costs in Order No. PSC-08-0774-TRF-EI. No significant storms have occurred in recent years to warrant FPL to update its storm restoration data.

[3] The calculated pre-operational cost differential is ($189.86) compared to ($43.85) in 2008. Because the differential is a negative amount, the charge is set at $0.

Table 1-3 shows the three components of the URD charges discussed above. All three components, when added together, result in the approved URD charges.

Table 1-3

Type of Subdivision	Number of Service Laterals in Subdivision	Pre-Operational Costs (A)	Non-storm Operational Costs (B)	Avoided Storm Costs (C)	Approved URD Charges (A)+(B)+(C)
Low Density	1 – 200 or more	$396.39	$0	($384)	**$12.39**
	2 – 85 - 199		$0	($154)	**$242.39**
	3 – less than 85		$0	($77)	**$319.39**
High Density	1 – 300 or more	$82.63	$0	($384)	**$0**
	2 – 100 - 299		$0	($154)	**$0**
	3 – less than 100		$0	($77)	**$5.63**
Mobile Homes	1 – 300 or more	$0	$0	($384)	**$0**
	2 – 100 - 299		$0	($154)	**$0**
	3 – less than 100		$0	($77)	**$0**

The above per lot charges apply if FPL supplies and installs all equipment and materials. FPL's URD tariff also provides for reduced URD charges if the customer chooses to provide the trench and installation of the conduit. We note that Rule 25-6.078(7), F.A.C., provides that any credit shall be no more in amount than the total charges applicable.

B. Conclusion

Upon review of FPL's proposed URD charges and associated tariffs, and their accompanying work papers, we find the proposed URD charges are reasonable and they are approved.

III. Underground Commercial Distribution (UCD) Tariffs

The UCD charges represent the additional costs FPL incurs to provide commercial and industrial customers underground distribution service in place of overhead service. Generally, the UCD charges are tailored to specific equipment and materials that are utilized to provide

underground service to a single or limited number of commercial buildings in distinct and widely varying circumstances. The UCD tariffs are not governed by Rule 25-6.078, F.A.C.; however, FPL has incorporated the cost effects of hardening into its overhead system in the calculations of its UCD charges.

The UCD tariff contains charges for commercial underground distribution facilities such as laterals, risers, pad-mounted transformers, and hand-holes. In addition, the UCD tariff provides for credits that apply if the applicant provides trenching and backfilling. The UCD charges are derived from cost estimates of underground commercial facilities and their equivalent overhead designs. These cost estimates are based on FPL's standard design, estimating practices, and the system costs, which were in use at the end of 2009.

Upon review of the UCD proposed tariff charges and their accompanying work papers, we find that the charges are reasonable. Unlike the URD tariffs, the UCD tariffs are not governed by Rule 25-6.078, F.A.C., and utilities are not required to file them; however, the filing of the standard charges promotes transparency, efficiency, and reduces any controversy regarding UCD charges. Therefore, the proposed UCD charges are approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Petition for approval of revisions to underground residential and commercial/industrial distribution tariffs by Florida Power & Light Company is approved as set forth in the body of this Order. It is further

ORDERED that the tariffs shall be effective as of September 30, 2010. It is further

ORDERED that if a protest is filed within 21 days of issuance of the Order, the tariffs shall remain in effect with any charges held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 21st day of September, 2010.

ANN COLE
Commission Clerk

(SEAL)

RRJ

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 12, 2010.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of change in reuse rate by Aqua Utilities Florida, Inc.	DOCKET NO. 100049-WS ORDER NO. PSC-10-0602-TRF-WS ISSUED: October 1, 2010

The following Commissioners participated in the disposition of this matter:

NANCY ARGENZIANO, Chairman
LISA POLAK EDGAR
NATHAN A. SKOP
ART GRAHAM
RONALD A. BRISÉ

ORDER APPROVING REDUCED REUSE RATE AND PROPOSED TARIFF

BY THE COMMISSION:

Background

Aqua Utilities Florida, Inc. (AUF) is a wholly-owned subsidiary of Aqua America, Inc. AUF provides water and wastewater service in eighty-two certificated service areas (57 water and 25 wastewater systems) in 16 counties. Water and wastewater rates were last established for AUF in its 2008 rate case.[1] In that rate case, we approved AUF's current monthly reuse rate of $3,053. This is a flat rate and is only available to a single customer, South Seas Island Resort (SSIR), located on Captiva Island in Lee County. On January 22, 2010, AUF filed an application and proposed tariff sheet to reduce the reuse rate for SSIR to zero. This Order addresses AUF's application and proposed tariff sheet. We have authority to consider this matter pursuant to Section 367.091, Florida Statutes (F.S.)

AUF Effluent

AUF is required by law to properly dispose of treated effluent from its wastewater treatment plant (WWTP). AUF has utilized the SSIR golf course, located adjacent to the WWTP, as its approved disposal site since AUF's acquisition of the system. An irrigation rate for this wastewater system has been in place since 1989, prior to its acquisition by AUF. The current reuse rate was approved in AUF's last rate case.[2] The Florida Department of Environmental Protection requires AUF to enter into a contract with the disposal site owner;

[1] See Order No. PSC-09-0385-FOF-WS, issued May 29, 2009, in Docket No. 080121-WS, In re: Application for increase in water and wastewater rates in Alachua, Brevard, DeSoto, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.

[2] Order No. PSC-09-0385-FOF-WS, issued May 29, 2009, in Docket No. 080121-WS, In re: Application for increase in water and wastewater rates in Alachua, Brevard, DeSoto, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.

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therefore, AUF has entered into an Effluent and Irrigation Agreement (Reuse Agreement) with SSIR. The current Reuse Agreement with SSIR was executed with the understanding that all costs to pipe and deliver the effluent to SSIR would be borne by AUF and that SSIR would pay for the volume of effluent delivered pursuant to the reuse rate set forth in AUF's existing tariff.

AUF's Application for Change in Reuse Rate

AUF filed its Application for Change in Reuse Rate and proposed tariff sheet on January 22, 2010, seeking to reduce the approved tariffed reuse rate for SSIR to zero, thereby allowing AUF to provide the effluent at no cost to SSIR. According to AUF's petition, SSIR has refused to pay AUF the tariffed rate for the effluent since November 2006, despite AUF's diligent efforts to collect its tariff reuse rate from SSIR. Further, according to AUF's petition, SSIR continues to assert that it is entitled to receive the effluent from AUF's WWTP at no cost. In an attempt to resolve the impasse, AUF has offered a payment plan to SSIR whereby SSIR would pay the tariff reuse rate over time. However, SSIR has rejected this offer and made it clear that it will cease to allow AUF to dispose of its effluent on SSIR property if AUF continues to insist on imposing and collecting its tariff reuse rate.

AUF has continued to provide SSIR with effluent water during this non-payment period, as the only currently viable option for effluent disposal is the SSIR golf course located adjacent to the WWTP. Accordingly, AUF's petition seeks to reset its approved tariffed rate to zero because alternative disposal costs would outweigh the cost of setting the reuse rate to zero.

Analysis and Decision

SSIR holds Water Use General Permit No. 36-00109-W from the South Florida Water Management District (SFWMD) issued on November 21, 2005. This permit allows SSIR to use ground water from the Mid-Hawthorn Aquifer "in the event that reclaimed water is unavailable." During the application process for the petition, SSIR requested a back-up allocation in the event reclaimed water is not available. SFWMD advises that the least quality water suitable for irrigation be used first; in this case, the effluent water supplied by AUF is the best alternative to drawing from the aquifer. We note that the SSIR arrangement is more than adequate to meet AUF's current effluent disposal needs.

AUF's current monthly reuse rate is $3,053. This is a flat rate and is available only to SSIR. The WWTP is permitted for a maximum capacity of 264,000 gallons per day on an annual average basis. On a monthly basis this equates to about 7,920,000 gallons or about $0.39 per kgal. This rate offsets the wastewater costs for all AUF customers, including residential customers. Thus, if we approve the reduced reuse rate, the lost revenue will have to be built into the residential wastewater rates during AUF's next rate case proceeding.

Events in January (ten days) and May (twelve days) of 2010 interrupted the treated wastewater irrigation supply (reuse) to the golf course. Both of these occurrences resulted from biological upsets of the wastewater treatment process which caused treated effluent to be diverted to "Reject" storage tanks, instead of going to the reclaimed storage tank to be used for golf course irrigation. During both of the Reject events the largest tank being filled ruptured at

the seams. This tank, which was repaired in January, failed again in May. With the main tank failure, the flows were diverted to smaller tanks. Because of inadequate storage space during the biological recovery period, effluent had to be hauled offsite for additional treatment. During the Reject events, AUF incurred expenses of approximately $15,893 for January and $16,822 for May. If SSIR were to discontinue receiving the effluent, AUF's customers would be responsible for the disposal costs. On an annual basis, this is approximately $545,878 (at an average of $1,496 per day) compared to the annual reuse revenue of $36,639 (at an average of $100 per day).

Generally, reuse rates cannot be determined in the same fashion as other water and wastewater rates set by this Commission. Reuse rates based on rate base and revenue requirement would typically be so high that it would be impractical to use reuse at all due to the revenue needed to supply the service. We recognize the need to promote reuse and that reuse is a valuable water source which should not be wasted. In setting reuse rates, we must consider the type of customer being served, and balance the disposal needs of a utility with the consumption needs of the customer. In this case, AUF's only reuse customer is SSIR and AUF does not plan to expand its reuse service in the near future.

In Order No. PSC-99-0513-FOF-WS, we stated that "[w]e believe from a policy standpoint that reclaimed water should be regarded as a valuable resource for which a charge should apply when possible."[3] In this case, it is clear that AUF views SSIR as a disposal site rather than a reuse customer. Having a reliable, readily available disposal site clearly benefits AUF. We also believe that there are some benefits to SSIR, such as those associated with obtaining future consumptive use permits and a reduction in pumping costs to SSIR. In addition, we note that AUF's continued failure to charge and collect the currently approved tariff rate puts AUF in violation of its tariff.

In additional support of its request, AUF cited Order No. PSC-97-0280-FOF-WS[4] in its petition. This Order addressed Aloha Utilities, Inc.'s request for approval of a Reuse Project Plan and an increase in wastewater rates in Pasco County. In that case, we approved a zero rate for effluent water because the customer had alternative irrigation sources. In the instant case, SSIR also has an alternative irrigation source, specifically, the Mid Hawthorne Aquifer. Thus, we believe that in order to keep the customer/utility relationship favorable for both parties, a similar zero rate is appropriate. Further, if AUF's request is approved, SSIR will accept the effluent and AUF can avoid having to find alternative, more costly, disposal sources. Accordingly, we find that it is more cost efficient for AUF to provide the effluent to SSIR at no cost than to incur expenses to create another viable option for disposal.

We note that the reuse provided to SSIR has a monetary value set forth by the current reuse rate tariff. We hereby direct Commission staff to work with AUF to explore the possibility of the Utility treating the delivery of the reuse to SSIR as a donation or a gift-in-kind and further

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[3] Order No. PSC-99-0513-FOF-WS issued March 12, 1999, in Docket No. 980214-WS, In re: Application for rate increase in Duval, St. Johns and Nassau Counties by United Water Florida Inc., at p. 68.
[4] Order No. PSC-97-0280-FOF-WS issued March 12, 1997, in Docket No. 950615-WS, In re: Application for approval of Reuse Project Plan and increase in wastewater rates in Pasco County by Aloha Utilities, Inc.

explore whether that treatment may result in a tax benefit that might accrue to AUF and be passed through to its customers to lower the customers' tax allocation. If Commission staff identifies a change or suggestion that will be of benefit to AUF and its customers, our staff is directed to bring that suggestion forward for our consideration.

For reasons stated above, we hereby approve a special reuse rate which will allow for AUF to provide effluent to SSIR at no cost. AUF's proposed tariff sheet reflecting the revised reuse rate shall be approved. The Utility shall file a proposed customer notice to reflect the Commission-approved tariff sheet. The new rate shall be effective for service rendered as of the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), Florida Administrative Code.

If no timely protest is filed by a substantially affected person within 21 days of the issuance of this Order, a Consummating Order shall be issued and the docket shall be closed. In the event there is a timely protest, this docket shall remain open pending resolution of the protest.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Aqua Utilities Florida, Inc.'s application for a special reuse rate is hereby approved. It is further

ORDERED that Aqua Utilities Florida, Inc.'s proposed tariff sheet reflecting the revised reuse rate shall be approved. It is further

ORDERED that Aqua Utilities Florida, Inc. shall file a proposed customer notice to reflect the Commission-approved tariff sheet. It is further

ORDERED that the new rate shall be effective for service rendered as of the stamped approval date on the tariff sheet pursuant to Rule 25-30.475(1), Florida Administrative Code. It is further

ORDERED that Commission staff shall work with Aqua Utilities Florida, Inc. to explore possible tax benefits as described in the body of this Order. It is further

ORDERED that if a protest is filed within 21 days of issuance of the Order, the tariff shall remain in effect with any charges held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 1st day of October, 2010.

ANN COLE
Commission Clerk

By: Hong Wang
Hong Wang
Management Review Specialist

(SEAL)

JSC

DISSENT BY: COMMISSIONER SKOP

COMMISSIONER SKOP, dissenting without separate opinion:

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 22, 2010.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential and commercial differential tariffs, by Florida Power & Light Company.	DOCKET NO. 100166-EI ORDER NO. PSC-10-0617-CO-EI ISSUED: October 14, 2010

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-10-0578-TRF-EI, issued September 21, 2010, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-10-0578-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 14th day of October, 2010.

ANN COLE
Commission Clerk

(SEAL)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for approval to extend territorial settlement agreement by Progress Energy Florida, Inc., Tampa Electric Company, and The Mosaic Company.	DOCKET NO. 100336-EU ORDER NO. PSC-10-0621-CO-EU ISSUED: October 18, 2010

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-10-0580-PAA-EU, issued September 22, 2010, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-10-0580-PAA-EU has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 18th day of October, 2010.

ANN COLE
Commission Clerk

(SEAL)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to modify Tariff Sheet Nos. 4.113 and 4.122 regarding conversion of and construction of underground residential facilities by Progress Energy Florida, Inc.	DOCKET NO. 080719-EI ORDER NO. PSC-09-0119-PCO-EI ISSUED: March 2, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER SUSPENDING PROGRESS ENERGY FLORIDA, INC.'S, PROPOSED TARIFF SHEETS

BY THE COMMISSION:

On December 19, 2008, Progress Energy Florida (PEF) filed a petition to modify Tariff Sheet Nos. 4.113 and 4.122 regarding conversion and construction of underground residential facilities. Customers who opt to convert their overhead electric distribution system to underground facilities are required to pay PEF a Contribution in Aid of Construction (CIAC), which represents the conversion costs incurred by PEF. The proposed tariff revisions are designed to implement the requirements of Rule 25-6.115(11)(a), Florida Administrative Code (F.A.C.), that PEF include the net present value of operations costs, including the average historical storm restoration costs, for comparable facilities over the expected life of the facilities in determining the CIAC paid by the customer. Rule 25-6.115, F.A.C., was amended in February 2007 to require that the calculation of CIAC paid by customers for underground conversions include the difference in the net present value of operational costs between underground and overhead systems.[1]

In Order No. PSC-08-0786-TRF-EI, issued on December 2, 2008, we directed PEF to refile its underground residential distribution (URD) tariff to include in its differential lost pole attachment revenues.[2] Pole rental revenues are revenues paid to PEF for use of the utility's poles by third-party attachers, such as cable and telephone companies. This petition implements our order. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

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[1] See Order No. PSC-07-0043-FOF-EU, issued January 17, 2007, in Docket No. 060172-EU, In re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events.

[2] See Order No. PSC-08-0786-TRF-EI, issued December 2, 2008, in Docket No. 080186-EI, In re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

Pursuant to Section 366.06(3), F.S., we may withhold consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such increase a reason or written statement of good cause for doing so within 60 days. We hereby suspend PEF's tariff to allow staff sufficient time to review the petition and gather all pertinent information in order to present us with an informed recommendation on the tariff proposal.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida's proposed tariff shall be suspended. It is further

ORDERED that this docket shall remain open pending our vote on the proposed tariff revision.

By ORDER of the Florida Public Service Commission this 2nd day of March, 2009.

ANN COLE
Commission Clerk

(S E A L)

ARW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF HEARING

TO

FLORIDA POWER & LIGHT COMPANY
THE MUNICIPAL UNDERGROUND UTILITIES CONSORTIUM
THE TOWN OF PALM BEACH
THE CITY OF COCONUT CREEK
THE TOWN OF JUPITER INLET
THE CITY OF SOUTH DAYTONA
AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 080244-EI

PETITION FOR APPROVAL OF UNDERGROUND CONVERSION TARIFF REVISIONS, BY FLORIDA POWER & LIGHT COMPANY.

AND

DOCKET NO. 070231-EI

PETITION FOR APPROVAL OF 2007 REVISIONS TO UNDERGROUND RESIDENTIAL AND COMMERCIAL DISTRIBUTION TARIFF, BY FLORIDA POWER & LIGHT COMPANY.

ISSUED: May 7, 2009

NOTICE IS HEREBY GIVEN that a hearing will be held before the Florida Public Service Commission regarding the above petitions of Florida Power & Company (FPL). The hearing is scheduled for the following time and place:

Wednesday, June 3, 2009, at 9:30 AM
Florida Public Service Commission
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

Thursday, June 4, 2009, has also been reserved for continuation of the hearing if needed. The starting time of the next day's session will be announced at the conclusion of the prior day. The hearing may be adjourned early if all testimony is concluded.

To become an official party of record, you must file a Petition for Intervention at least five days before the final hearing, pursuant to the requirements contained in Rule 25-22.039, Florida Administrative Code.

PURPOSE AND PROCEDURE

The purpose of this hearing is to consider the above-noted petitions of Florida Power & Light Company (FPL), and determine the appropriate underground residential distribution (URD) tariffs, and the appropriate underground conversion contributions in aid of construction (CIAC) charges, and what is the appropriate relief if the Commission determines that the temporary charges allowed were too high. Also, the Commission will consider any motions or other matters that may be pending at the time of the hearing. The Commission may rule on any such motions from the bench or may take the matters under advisement.

At the hearing, all parties shall be given the opportunity to present testimony and other evidence on the issues identified by the parties at the prehearing conference held on May 18, 2009. All witnesses shall be subject to cross-examination at the conclusion of their testimony.

EMERGENCY CANCELLATION OF HEARING

If settlement of the case or a named storm or other disaster requires cancellation of the hearing, Commission staff will attempt to give timely direct notice to the parties. Notice of cancellation of the hearing will also be provided on the Commission's website (http://www.psc.state.fl.us/) under the Hot Topics link found on the home page. Cancellation can also be confirmed by calling the Office of the General Counsel at 850-413-6199.

JURISDICTION

This Commission is vested with jurisdiction over the subject matter by the provisions of Chapter 366, Florida Statutes. This hearing will be governed by said Chapter as well as Chapter 120, Florida Statutes, and Chapters 25-6, 25-22, 28-106, Florida Administrative Code.

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this7th day of May, 2009.

ANN COLE
Commission Clerk

(SEAL)

RRJ

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for increase in rates by Florida Power & Light Company.	DOCKET NO. 080677-EI ORDER NO. PSC-09-0351-PCO-EI ISSUED: May 22, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER SUSPENDING FLORIDA POWER & LIGHT COMPANY'S REQUEST FOR PERMANENT BASE RATE INCREASE AND ASSOCIATED TARIFFS

BY THE COMMISSION:

This proceeding commenced on March 18, 2009, with the filing of a petition for a permanent rate increase by Florida Power & Light Company (FPL or Company). This Order addresses the suspension of the requested permanent rate increase. We have jurisdiction over this matter pursuant to Sections 366.06(2) and (4), F.S.

The Company is engaged in business as a public utility providing electric service as defined in Section 366.02, Florida Statutes (F.S.), and is subject to our jurisdiction. FPL provides electric service to approximately 4.5 million retail customers in all or parts of 35 Florida counties.

FPL has requested an increase in its retail rates and charges to generate $1.044 billion in additional gross annual revenues, effective January 4, 2010. This increase would allow the Company to earn an overall rate of return of 8.00 percent or a 12.50 percent return on equity (range 11.50 percent to 13.50 percent). The Company based its request on a projected test year ending December 31, 2010. FPL stated that this test year is the appropriate period to be utilized because it best represents expected future operations. FPL also requested a $247.4 million subsequent year base rate increase effective January 2011. This additional increase would allow the Company to earn an overall rate of return of 8.18 percent or a 12.50 percent return on equity (range 11.50 percent to 13.50 percent). The Company based its subsequent year request on a projected test year ending December 31, 2011. FPL did not request any interim rate relief.

In FPL's most recent base rate proceeding in Docket No. 050045-EI,[1] we approved a stipulation and settlement agreement. The agreement provides that retail base rates will not

[1] Order No. PSC-05-0902-S-EI, issued September 14, 2005, in Docket No. 050045-EI, In re: Petition for rate increase by Florida Power & Light Company.

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

increase during the term of the agreement except for the recovery of the revenue requirements associated with certain power plants that go into service during the term of the agreement. Essentially, the agreement terminates on December 31, 2009.

Historically, we have suspended requested permanent rate schedules in order to adequately and thoroughly examine the basis for the new rates. The suspension of the rate increase is authorized by Section 366.06(3), F.S., which provides:

> Pending a final order by the commission in any rate proceeding under this section, the commission may withhold consent to the operation of all or any portion of the new rate schedules, delivering to the utility requesting such increase, within 60 days, a reason or written statement of good cause for withholding its consent.

Accordingly, we suspend the requested permanent base rate schedules to allow our staff and any intervenors sufficient time to adequately investigate whether the request for permanent rate relief is appropriate.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's requested permanent base rate increase to generate $1.044 billion in additional gross annual revenues, effective January 4, 2010, and its requested permanent base rate increase to generate an additional $247.4 million subsequent year base rate increase, effective January 2011, and the associated tariff revisions, are hereby suspended to allow Commission staff and intervenors sufficient time to investigate whether the request for permanent rate relief is appropriate. It is further

ORDERED that this docket shall remain open pending a final Commission determination in this matter.

By ORDER of the Florida Public Service Commission this 22nd day of May, 2009.

ANN COLE
Commission Clerk

(SEAL)

LCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revisions to renewable energy tariff by Florida Public Utilities Company.	DOCKET NO. 090155-EQ
In re: Petition for approval of amended standard offer contract and retirement of COG-2 rate schedule, by Progress Energy Florida.	DOCKET NO. 090162-EQ
In re: Petition for approval of new standard offer for purchase of firm capacity and energy from renewable energy facilities or small qualifying facilities and approval of tariff schedule REF-1, by Gulf Power Company.	DOCKET NO. 090163-EQ
In re: Petition for approval of standard offer contract for small qualifying facilities and producers of renewable energy, by Tampa Electric Company.	DOCKET NO. 090165-EQ
In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.	DOCKET NO. 090166-EQ ORDER NO. PSC-09-0354-PCO-EQ ISSUED: May 26, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER SUSPENDING TARIFFS

BY THE COMMISSION:

On February 22, 2007, we adopted amendments to Rule 25-17.0832, Florida Administrative Code (F.A.C.), and new Rules 25-17.200-25-17.310, F.A.C., relating to renewable generating facilities. The new rules require each investor-owned utility (IOU) to file with us by April 1 of each year a standard offer contract for the purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kW or less. The revised standard offer contracts reflect each utility's next avoided unit shown in its most recent Ten Year Site Plan. Florida Power & Light Company (FPL), Gulf Power Company (Gulf), Progress Energy Florida, Inc. (PEF), Tampa Electric Company (TECO), and Florida Public Utilities Company (FPUC) have filed the required standard offer contracts.

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

We have jurisdiction over these contracts under Section 366.04 and 366.91, Florida Statutes (F.S.).

On March 31, 2009, FPUC filed for approval of revisions to its Renewable Energy Tariff to reflect changes to their wholesale power purchase costs. On April 1, 2009, FPL, PEF, Gulf, and TECO filed for revisions to their respective Standard Offer Contracts for detailing the terms and conditions for purchase of firm capacity and energy for small qualifying facilities and renewable energy. These filings were made pursuant to Rule 25.17.250, F.A.C., which requires the IOUs to file new standard offer contracts each year on April 1. We find that the proposed tariffs shall be suspended to allow our staff sufficient time to review the petitions and gather all pertinent information in order to present us with an informed recommendation on the tariff proposals.

Pursuant to Section 366.06(3), F.S., we may withhold consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such increase a reason or written statement of good cause for doing so within 60 days. We find the reason stated above is good cause consistent with the requirement of Section 366.06(3), F.S.

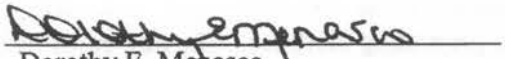
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the revised standard offer tariffs filed by Florida Power & Light Company, Progress Energy Florida Inc., Gulf Power Company, Tampa Electric Company, and the revision to its renewable energy tariff by Florida Public Utilities Company, are hereby suspended. It is further

ORDERED that these dockets shall remain open pending a substantive decision on the proposed tariff revisions.

By ORDER of the Florida Public Service Commission this 26th day of May, 2009.

ANN COLE
Commission Clerk

By: 
Dorothy E. Menasco
Chief Deputy Commission Clerk

(SEAL)

JEH

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase in water and wastewater rates in Alachua, Brevard, DeSoto, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.	DOCKET NO. 080121-WS ORDER NO. PSC-09-0385A-FOF-WS ISSUED: June 10, 2009

AMENDATORY ORDER

BY THE COMMISSION:

By Order No. PSC-09-0385-FOF-WS (Final Order), issued May 29, 2009, we set final water and wastewater rates for Aqua Utilities Florida, Inc. (Aqua). As part of our decision, we reduced the return on equity (ROE) for the Chuluota water system by 100 basis points. However, due to a scrivener's error, we inadvertently stated that "there shall be a 100-basis-point reduction to ROE for the Chuluota water and wastewater systems" in the second sentence of the first full paragraph on page 70 of the Final Order. To correct this error we shall strike the words "and wastewater." This sentence shall now read "In addition to the corrective measures described above in our monitoring plan, we also find there shall be a 100-basis-point reduction to ROE for the Chuluota water system."

In addition, at the bottom of page 144 of the Final Order, due to a scrivener's error, the following paragraph was inadvertently omitted from our repression discussion:

> In order to monitor the effects of both the changes in revenues and rate structure, the Utility shall file monthly reports detailing the number of bills rendered, the consumption billed and the revenues billed for each system. In addition, the reports shall be prepared by customer class and meter size. The reports shall be filed with our staff, on a quarterly basis, for a period of two years beginning the first billing period after the approved rates go into effect. To the extent the Utility makes adjustments to consumption in any month during the reporting period, the utility shall file a revised monthly report for that month within 30 days of any revision.

Because this paragraph was inadvertently omitted, the ordering paragraphs setting out these requirements were also inadvertently omitted and not included in the Final Order. Accordingly, the following ordering paragraphs concerning the monthly reports shall be incorporated into the Final Order:

> ORDERED that to monitor the effect of both the changes in revenues and rate structure, the Utility shall file monthly reports detailing the number of bills

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

rendered, the consumption billed, and the revenues billed for each system. It is further

ORDERED that the reports shall be prepared by customer class and meter size. It is further

ORDERED that the reports shall be filed with our staff, on a quarterly basis, for a period of two years beginning the first billing period after the approved rates go into effect. It is further

ORDERED that to the extent the Utility makes adjustments to consumption in any month during the reporting period, the Utility shall file a revised monthly report for that month within 30 days of any revision.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0385-FOF-WS is hereby amended to reflect only the ROE for the Chuluota water system was decreased by 100 basis points. It is further

ORDERED that Order No. PSC-09-0385-FOF-WS is amended to incorporate the additional paragraph and ordering paragraphs stated above concerning the repression monitoring reports. It is further

ORDERED that Order No. PSC-09-0385-FOF-WS is reaffirmed in all other respects.

By ORDER of the Florida Public Service Commission this 10th day of June, 2009.

ANN COLE
Commission Clerk

By: /Hong Wang
Hong Wang
Management Review Specialist

(SEAL)

RRJ

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of change in rate used to capitalize allowance for funds used during construction (AFUDC) from 7.65% to 7.41%, effective January 1, 2009, by Florida Power & Light Company.	DOCKET NO. 090108-EI ORDER NO. PSC-09-0466-CO-EI ISSUED: June 29, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0377-PAA-EI, issued May 28, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0377-PAA-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 29th day of June, 2009.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

MCB

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FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc.	DOCKET NO. 090145-EI ORDER NO. PSC-09-0484-PAA-EI ISSUED: July 6, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

NOTICE OF PROPOSED AGENCY ACTION
ORDER DENYING RULE WAIVER AND GRANTING, IN PART, REQUEST TO CREATE A REGULATORY ASSET TO DEFER PENSION EXPENSE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

Background

On March 20, 2009, Progress Energy Florida, Inc. (PEF or Company) filed a petition seeking the expedited approval of the deferral of pension expenses, the authorization to charge storm hardening expenses to the storm damage reserve, and the waiver of Rule 25-6.0143(1)(c), (d), and (f), Florida Administrative Code (F.A.C.) (Petition). The Company is engaged in business as a public utility providing electric service as defined in Section 366.02, Florida Statutes (F.S.), and is subject to the jurisdiction of this Commission. PEF's service area comprises approximately 20,000 square miles in 35 of Florida's counties. PEF serves more than 1.6 million retail customers.

PEF is requesting a $52,476,667 ($57,216,480 system) deferral of the increase in its retail pension expense between 2008 and 2009. The $52,476,667 represents the difference between PEF's 2009 projected pension expense of $31,067,401 ($33,873,480 system) and its 2008 pension income of $21,409,266 ($23,343,000 system). PEF is further requesting that the deferral be allowed to continue until such time as the recovery of these costs is included in base rates at some unspecified future date.

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

PEF is also requesting a waiver of Rule 25-6.0143, F.A.C., to allow it to charge a projected amount of $33,072,573 ($36,109,276 system) of regular storm hardening distribution and transmission O&M expenses and depreciation expense to the storm damage reserve rather than to normal operating expenses. The $33,072,573 represents O&M expenses of $31,723,377 ($34,361,078 system) and depreciation expense of $1,349,196 ($1,748,198 system). A waiver is required because the rule specifically states that only incremental storm-related restoration costs are to be charged to the storm damage reserve.

On April 3, 2009, the Office of Public Counsel (OPC), the Florida Industrial Power Users Group (FIPUG), the Attorney General's Office, The Florida Retail Federation (FRF), and PCS Phosphate (collectively, Intervenors) filed a joint consolidated response opposing three PEF filings: (1) a request for interim rate relief, (2) a petition related to the accounting treatment for pension and storm hardening expenses, and (3) a petition for limited proceeding to include the Bartow Repowering Project in base rates. On April 8, 2009, the parties and our staff met to discuss the Intervenors' joint consolidated response. At the meeting, our staff noted that while a response to a response is not normally contemplated by our rules, it might be helpful for PEF to file some additional clarifying comments regarding the Intervenors' response. The Intervenors did not object to the request at that time, nor have they filed an objection to PEF's response. PEF filed a response to the joint intervenors consolidated response on April 15, 2009.

This Order addresses the deferral of the pension expense and the waiver of Rule 25-6.0143, F.A.C. We have jurisdiction over this matter under Sections 366.04 and 366.05, F.S.

Request for Waiver

PEF's Petition

In its Petition, PEF requested a waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., to allow it to charge its expenses in 2009 for the Commission's storm hardening initiatives to the Storm Damage Reserve. PEF contended that a rule variance or waiver is appropriate when (1) the purpose of the rule will otherwise be satisfied even though the rule is waived and (2) substantial hardship of a technological, economic, legal, or other nature will result from compliance with the rule. See Section 120.542(2), F.S. PEF asserted that the waiver of these provisions of the Storm Damage Reserve Rule in this instance satisfied both prongs of Section 120.542(2), F.S. In particular, PEF asserted that the underlying purpose of the Storm Damage Reserve Rule provisions were otherwise satisfied because PEF's incremental storm hardening initiative expenses advanced the same purpose as the rule by preventing storm damage and weather-related outages that would necessitate the use of resources to restore electric service. PEF further asserted that its compliance with the legislative and Commission-mandated storm hardening initiatives require PEF to incur expenses at a time when utility operation and maintenance costs continue to increase but sales revenues to the utility are diminishing. As a result, PEF argued that its sales are not covering all required costs of service in 2009 and thus, PEF faces a substantial economic hardship without a rule waiver.

Intervenors' Consolidated Response

The Intervenors objected to PEF's request for a waiver. The Intervenors asserted that PEF failed to meet the statutory standards contained in Section 120.542(2), F.S. The Intervenors contended that the waiver could not be granted because PEF had not demonstrated that the purposes of the Storm Damage Reserve Rule would be met by charging tree trimming and pole inspections costs against the Storm Damage Reserve. They argued that the Storm Damage Reserve would never have been created if allowable expenses were not strictly limited to storm recovery and service restoration. According to the Intervenors, PEF's request to charge non-storm related costs against the Storm Damage Reserve directly contradicts these representations.

The Intervenors further contended that PEF's Petition for waiver must also fail because PEF had not established the existence of a substantial hardship resulting from compliance with the rule. In particular, the Intervenors asserted that PEF's primary argument for waiver is grounded in the erroneous notion that PEF has a right under the 2005 Settlement and Stipulation (Stipulation) to earn at least a 10 percent return on equity (ROE).[1] The Intervenors contended that PEF's assertion that a substantial financial hardship exists is little more than a complaint that PEF cannot live up to the deal it made in the Stipulation, in that PEF has argued that the frozen rates are making it hard to cover these types of storm hardening costs. Therefore, the Intervenors asserted that we should dismiss any claims for relief or waiver, and PEF's proposal should be denied.

PEF's Response to Joint Intervenors' Consolidated Response[2]

On April 15, 2009, PEF filed its response to the Intervenors' joint consolidated response. PEF contended that we should grant PEF's requested waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., because the new storm hardening initiatives advanced by the legislature and this Commission have imposed new costs upon PEF to achieve regulatory objectives that are consistent with restoration of service through the Storm Damage Reserve, as explained in detail in PEF's Petition. PEF asserts that even the Intervenors concede that "[s]torm hardening costs like those for tree trimming and pole inspection are somewhat, but not exclusively related to making the property resistant to hurricane damage . . . ." Thus, PEF asserted that its request for rule waiver is appropriate.

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[1] The Stipulation was approved by Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc. Section 7 of the Stipulation provides "[i]f PEF's retail base rate earnings fall below a 10 [percent] return on equity as reported on a Commission adjusted or pro-forma basis on a PEF monthly earnings surveillance report during the term of the Agreement, PEF may petition the Commission to amend its base rates notwithstanding the provisions of Section 4, either as a general rate proceeding or as a limited proceeding under Section 366.076, F.S."

[2] Our rules do not contemplate a response to a response; however, a response providing additional information from PEF was requested at the April 8, 2009, informal meeting, attended by all the parties. No objection has been filed to PEF's response.

Analysis

Section 120.542, F.S., sets out the criteria that must be met before we can grant a rule waiver. Subsection (2) of the statute provides:

> Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

Thus, a rule variance or waiver is appropriate when (1) the purpose of the underlying statute will be otherwise satisfied even though the rule is waived, and (2) substantial hardship of a technological, economic, legal, or other type of hardship will result from compliance with the rule, or compliance would violate principles of fairness. See id.; see also Panda Energy Int'l v. Jacobs, 813 So.2d 46, 51 (Fla. 2002).

The statutory provisions underlying this rule are Sections 350.115 and 366.04(2)(a), F.S. Section 350.115, F.S., provides:

> 350.115 Uniform systems and classifications of accounts.--The commission may prescribe by rule uniform systems and classifications of accounts for each type of regulated company and approve or establish adequate, fair, and reasonable depreciation rates and charges.

In addition, Section 366.04(2)(a), F.S., provides that in the exercise of its jurisdiction, we shall have the power "[t]o prescribe uniform systems and classifications of accounts." Both statutes provide us with authority to prescribe uniform systems and classifications of accounts.

PEF's Petition did not address whether the purposes of the statutes underlying the rule would be otherwise satisfied. Rather, PEF's analysis was directed at whether the purposes of the Storm Damage Reserve Rule were otherwise satisfied by their compliance with the Storm Hardening Rule. We do not believe that this is the appropriate analysis under Section 120.542, F.S. We believe that the appropriate analysis is whether the purpose of the underlying statutes have otherwise been satisfied. The purpose of the underlying statutes is to allow this Commission to establish the criteria for uniform systems and classifications of accounts. In this case, Rule 25-6.0143(1)(c), (d), and (f), F.A.C., establishes the criteria for making charges to the uniform systems of accounts, Account No. 228.1, Accumulated Provision for Property Insurance. In its Petition, PEF has not demonstrated that the purpose of the statutes underlying this rule will be or has been achieved by other means.

Rule 25-6.0143(1), F.A.C., clarifies that the Storm Damage Reserve is "to provide for losses through accident, fire, flood, storms, nuclear accidents and similar type hazards to the utility's own property or property leased from others, which is not covered by insurance." Both PEF and the Intervenors concede that the Storm Damage Reserve is a utility resource that supports the funding of immediate restoration activity following severe weather events without undermining the financial integrity of the utility. See Rule 25-6.0143(1)(e), F.A.C. (allowing for a wide range of storm-related costs to be charged to the Storm Damage Reserve). Rule 25-6.0143(1)(f), F.A.C., expressly prohibits a utility from charging certain operation and maintenance expenses to the Storm Damage Reserve that are not related to any accident, fire, flood, storms, nuclear accidents, and similar type hazards. The types of expenses PEF sought to charge against the Storm Damage Reserve do not fall into the category of costs that may be charged to the account as established by the rule. The purpose of the rule is to standardize the way investor-owned electric activities account for damage to utility property from extreme weather events. Therefore, we do not believe that approving the depletion of the Storm Damage Reserve at the beginning of the 2009 hurricane season would serve to meet the purpose of the rule or the underlying statute.

Furthermore, we do not believe that PEF has sufficiently established that a substantial hardship of a technological, economic, legal, or other type of hardship will result from its compliance with the rule. See Section 120.542(2), F.S. PEF has asserted that its compliance with the legislative and Commission-mandated storm hardening initiatives require PEF to incur expenses at a time when utility operation and maintenance costs continue to increase, but sales revenues to the utility are diminishing. As a result, PEF contends that its sales are not covering all required costs of service in 2009, and PEF faces a substantial economic hardship without a waiver.

PEF's argument seems to be based upon the premise that, if it must comply with the requirements of the Storm Hardening Rule during a period of diminishing sales revenues, and it is denied the ability to deplete the Storm Damage Reserve, then an unforeseen substantial economic hardship will result. We simply do not believe that the requirements of the Storm Hardening Rule, in the absence of a corresponding depletion of the Storm Damage Reserve, constitutes a substantial economic hardship to the utility.

Moreover, at the Agenda Conference on May 19, 2009, this Commission approved approximately $144 million in rate relief in Docket Nos. 090079-EI and 090144-EI, cumulatively. We believe that such rate relief has effectively mitigated PEF's assertion that, absent the depletion of the Storm Damage Reserve resulting from the waiver sought, PEF's compliance with the requirements of the Storm Hardening Rule will create a substantial economic hardship to the utility.

For the foregoing reasons, we find that PEF has not demonstrated that the purpose of the statute underlying this rule will be or has been achieved by other means nor has PEF demonstrated that application of the rule will create a substantial hardship for PEF. Therefore, we deny PEF's request for a waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C.

Request to Create a Regulatory Asset to Defer Pension Expense

PEF's Petition

In its petition, PEF requested approval to defer $52.9 million in pension expense. The Company stated that this amount is the difference between actual net pension plan income of $21.4 million for the year ended December 31, 2008, and projected net pension plan expense of $31.5 million for the year ending December 31, 2009. PEF asserted that the deferral will not involve a change in its retail rates or charges. Further, the Company stated that the benefit of the net pension income for 2008 has been recognized and passed on to customers in the interim rate increase calculation in the Company's request for interim relief.[3]

The basis for PEF's request is that unexpected economic conditions have resulted in a significant decline in the fair market value of the pension plan's investments. As noted in the petition, the basic elements of pension expense include service cost, interest cost, expected return on plan assets, and amortization elements, such as the amortization of actuarial gains and losses. The Company noted that it accounts for the costs of the pension plan in accordance with the provisions of Statement of Financial Accounting Standards (SFAS) Statement No. 87, "Employers' Accounting for Pensions," as modified by SFAS No. 158, "Employers' Accounting for Defined Benefit Pension Plans and Other Postretirement Plans." These financial accounting standards require that the pension income or expense be determined, in part, based on a measurement of the fair value of the plan assets as of the end of the previous fiscal year. A decrease in fair market value of the investments results in an increase in pension expense. PEF states that the value of the plan's investments decreased by approximately $350 million during 2008.

PEF notes that our authorization of the establishment of a regulatory asset as a result of the Company's adoption of SFAS 158 in 2007 was required in order to be in compliance with Generally Accepted Accounting Principles (GAAP). The Company asserted that the decrease in value of plan investments was the result of the severe economic downturn. Because the downturn in the economy was an event beyond its control, the Company contended the deferral requested in this petition should be granted. In support of this position, PEF cited to an order of the Public Service Commission of South Carolina that approved an accounting order for regulatory accounting purposes authorizing South Carolina Electric and Gas Company (SCE&G) to defer certain pension costs as a regulatory asset for recovery in a future period.[4]

Intervenors' Consolidated Response

In their Consolidated Response, the Joint Intervenors objected to approval of PEF's request to defer pension expense to a future period. The Intervenors' objection is based on a

[3] We voted in Docket No. 090079-EI to approve PEF's request for an interim rate increase, In re: Petition for increase in rates by Progress Energy Florida, Inc., at our May 19, 2009, Agenda Conference.
[4] Order No. 2009-81, issued February 17, 2009, in Docket No. 2009-36-E, In re: Petition of South Carolina Electric and Gas Company (Electric Operations) for Authorization to Defer Certain Charges to the Company's Financial Statements Resulting from the Impact of Recent Economic Developments on Pension Cost.

number of arguments. The Intervenors stated that the pension income for 2008 and the projected pension expense for 2009 fall within the period covered by the Stipulation approved in Docket No. 050078-EI.[5] In their opinion, the requested deferral is an attempt to circumvent the express terms of the Stipulation by shifting results of operations from the stipulation period to a future period. In addition, the Intervenors believe that the requested treatment is a violation of the prohibition against retroactive ratemaking in that it would be an attempt to recover past expenses in future rates. The Intervenors also stated that the requested deferral would violate the recognition of pension expense specified by SFAS 87, in that pension expense would not be recognized over the approximate service period of the employees covered by the plan. Finally, the Intervenors note that the economic downturn has impacted pension plans across a broad spectrum, including plans of both regulated and nonregulated companies, and as such does not represent an exogenous event unique to PEF.

PEF's Response to Joint Intervenors' Consolidated Response[6]

In its response to the Joint Intervenors' Consolidated Response, PEF disagreed with the assertion that the requested deferral would constitute retroactive ratemaking because the Company maintains that it has a right to seek limited proceeding rate relief under the provisions of the 2005 Stipulation. PEF states that it is not requesting to defer the 2009 pension expense to the 2010 base rate proceeding, but to some undefined future base rate proceeding. The Company also disagrees with the Intervenors' assertion that the requested deferral would not conform with the requirements of SFAS 87. PEF cites to paragraph 210 of SFAS 87 which "contemplates that regulators may alter the timing of the recognition of pension expense but not the determination of the cost of the pension benefit."

Analysis

We appreciate the concern raised by the Intervenors over what appears to be cost shifting from the stipulation period to some future, undefined period. On its face, it appears that the Company's request is an attempt to track the pension expense in 2009 in isolation. According to PEF's 2008 10K filing with the Securities and Exchange Commission (SEC), the Company reported a total pension benefit of approximately $47 million (system) for the years 2006 through 2008.[7] Viewing the four year stipulation period in its entirety, even with consideration of the projected pension expense of $34 million (system) in 2009, PEF will still enjoy a net pension benefit over the term of the Stipulation.

However, the Stipulation expressly allows PEF to seek an increase in base rates if its achieved or projected ROE falls below 10 percent. The Company has done precisely that in its

[5] Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

[6] Our rules do not contemplate a response to a response; however, a response providing additional information was requested at the April 8, 2009 informal meeting, which all parties attended. No objection has been filed to PEF's response.

[7] Florida Power Corporation d/b/a Progress Energy Florida, Inc., Annual Report for the fiscal year ended December 31, 2008 (Form 10K), at 197 (March 2, 2009).

respective requests for interim relief in Docket No. 090079-EI and for a rate increase associated with the Bartow Repowering Project in Docket No. 090144-EI. At the Agenda Conference on May 19, 2009, we approved approximately $144 million in rate relief in these two dockets, cumulatively.[8] If not for the $21.4 million pension benefit in 2008, the amount of the interim rate increase recently approved would have been greater. Moreover, even with approval of the deferral of the 2009 pension expense along with the rate increases previously approved for interim and the Bartow Repowering Project, PEF still projects that it will earn an ROE below 10 percent in 2009.

As noted in PEF's petition, we previously approved deferral accounting and creation of a regulatory asset when PEF adopted SFAS 158.[9] In that Order we stated that:

> FAS 71 allows regulated companies to defer costs and create regulatory assets, provided that it is probable that future revenue in an amount at least equal to the capitalized cost will result from inclusion of that cost in allowable costs for rate-making purposes. To create a regulatory asset or liability, a regulated company must have the approval of its regulator. This concept of deferral accounting allows companies to defer costs due to events beyond their control and seek recovery through rates at a later time. The alternative would be for the company to seek a rate case each time it experiences an exogenous event.

We agree with PEF that SFAS 158 imposed a specific accounting treatment related to the funded status of pension plans. We also agree with the Company that SFAS 71 does permit the deferral of costs through the creation of a regulatory asset under certain circumstances.

That said, we do not believe the facts in the instant case are precisely on point with the order of the South Carolina Commission cited by PEF. The South Carolina order expressly states that approval of SCE&G's request for deferral was predicated in part on the South Carolina Commission being able to avoid consideration of a rate case to increase base rates. Since PEF is currently before us with a request for an increase in base rates in Docket No. 090079-EI, PEF's request for deferral of the 2009 pension expense is not directly comparable with the situation in South Carolina. Another difference between the two cases rests with how pension expense has been treated for ratemaking purposes by the respective Commissions. In South Carolina, the revenue requirement approved in 2007 for SCE&G in its most recent rate case expressly recognized an annual pension benefit of approximately $4 million. This treatment has had the effect of reducing SCE&G's operating and maintenance (O&M) expense, thereby

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[8] We voted in Docket No. 090079-EI to approve PEF's request for an interim rate increase, In re: Petition for increase in rates by Progress Energy Florida, Inc. and in Docket No. 090144-EI, to approve PEF's request for a rate increase associated with the Bartow project, In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., at our May 19, 2009, Agenda Conference.

[9] Order No. PSC-06-1042-PAA-EI, issued December 19, 2006, in Docket No. 060674-EI, In re: Petition for authority to use deferral accounting for creation of a regulatory asset in regulatory liability to record charges or credits that would have otherwise been recorded in equity pursuant to balance sheet treatment required by Statement of Financial Accounting Standards (SFAS) No. 158, by Progress Energy Florida, Inc.

reducing customer rates.[10] In contrast, the order approving the 1993 step increase in base rates for PEF included an annual pension expense of approximately $3.8 million.[11] This treatment has had the effect of increasing PEF's O&M expense and thereby increasing customer rates. While the South Carolina decision recognized the sum of the annual amount of pension benefit expressly reflected in base rates with the projected pension expense in that same year (2009), PEF's request asks that the pension benefit from the prior year (2008) be added to the projected pension expense in 2009. These two requests are not the same. The Stipulation was silent with respect to pension expense.

While we agree with PEF that we have the discretion to create a regulatory asset to defer pension expense, we question the calculation of the proposed deferral amount. For the reasons discussed above, we find that it would be inappropriate to use the sum of the 2008 pension benefit and the 2009 pension expense to determine the deferral amount. Contrary to the position taken by PEF, we do not believe the $21.4 million pension benefit from 2008 is embedded in the Company's 2009 revenue requirement. The pension benefit from 2008 has already been booked to income by the Company and is not relevant to the amount of pension expense PEF will incur in 2009. We find that the appropriate amount to defer is the retail portion of the actual 2009 expense, which is currently estimated to be $31.5 million.

Finally, we acknowledge the Company's claim that it is not seeking a change in rates associated with the 2009 pension expense. While the MFRs filed in Docket No. 090079-EI in support of its rate case reflect an annual pension expense of $27.1 million for the 2010 projected test year, PEF has not included any recognition of the 2009 pension expense in its filing. Moreover, PEF has represented that it will use any pension expense levels below the allowance provided for in rates in the 2010 base rate proceeding in Docket No. 090079-EI to write-down the 2009 Pension Regulatory Asset. In the event such write-downs are insufficient to fully amortize the 2009 Pension Regulatory Asset, PEF shall not seek recovery of this item through a base rate case prior to 2015. Until that time, the unamortized balance of the 2009 Pension Regulatory Asset shall be included in rate base for purposes of Earnings Surveillance Reporting. PEF has also represented that it will not earn a carrying charge on this regulatory asset.

Based on our reading of the accounting statements, our understanding of the terms of the Stipulation, and the facts alleged in this case, we find that PEF's request to create a regulatory asset to defer 2009 pension expense is hereby approved subject to the conditions outlined above. Thus, we find that the appropriate amount to defer is the retail portion of the actual 2009 pension expense, currently estimated to be $31.5 million.

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[10] Order No. 2009-81, issued February 17, 2009, in Docket No. 2009-36-E, In re: Petition of South Carolina Electric and Gas Company (Electric Operations) for Authorization to Defer Certain Charges to the Company's Financial Statements Resulting from the Impact of Recent Economic Developments on Pension Cost, p. 2.

[11] Order No. PSC-92-1197-FOF-EI, issued October 22, 1992, in Docket No. 910890-EI, In re: Petition for a rate increase by Florida Power Corporation, p. 39.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida, Inc.'s request for a waiver of Rule 25-6.0143(1)(c), (d), and (f), Florida Administrative Code, is hereby denied. It is further

ORDERED that Progress Energy Florida, Inc.'s request to create a regulatory asset to defer its 2009 pension expense is hereby approved, subject to the conditions set forth herein. It is further

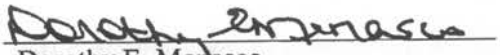
ORDERED that only the retail portion of Progress Energy Florida, Inc.'s actual 2009 pension expense, currently estimated to be $31.5 million shall be deferred as a regulatory asset. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of July, 2009.

ANN COLE
Commission Clerk

By: 
Dorothy E. Menasco
Chief Deputy Commission Clerk

(SEAL)

KEF

DISSENT BY: COMMISSIONER ARGENZIANO

COMMISSIONER ARGENZIANO dissents without opinion.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on July 27, 2009.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition for approval of territorial agreement in Marion County by Ocala Electric Utility and Progress Energy Florida, Inc.	DOCKET NO. 080724-EU ORDER NO. PSC-09-0485-CO-EU ISSUED: July 6, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0409-PAA-EU, issued June 8, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0409-PAA-EU has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of July, 2009.

ANN COLE
Commission Clerk

By:
Dorothy E. Menasco
Chief Deputy Commission Clerk

(SEAL)

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DOCUMENT NUMBER-DATE
06771 JUL-6 8
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to change demarcation point specified in Rule 25-4.0345(1)(b), F.A.C., by BellSouth Telecommunications, Inc. d/b/a AT&T Florida.	DOCKET NO. 090224-TL ORDER NO. PSC-09-0480-CO-TL ISSUED: July 6, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0414-PAA-TL, issued June 11, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0414-PAA-TL has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of July, 2009.

ANN COLE
Commission Clerk

(SEAL)

TLT

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast for waiver of Rule 25-4.040(2), Florida Administrative Code.	DOCKET NO. 090082-TL ORDER NO. PSC-09-0492-PAA-TL ISSUED: July 8, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

NOTICE OF PROPOSED AGENCY ACTION
ORDER GRANTING TEMPORARY RULE WAIVER

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

I. Case Background

On February 13, 2009, BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast (AT&T Florida), an incumbent local exchange telecommunications company (ILEC), filed a request for a permanent rule waiver pursuant to Section 120.542, Florida Statutes, and Rule 28-104.002, Florida Administrative Code (F.A.C.). AT&T Florida seeks relief from Rule 25-4.040(2), F.A.C., which requires the ILEC to furnish each subscriber a directory of local residential and business listings.

If the waiver is granted, AT&T Florida subscribers would no longer receive printed copies of the residential listings on an up-front basis. Instead, AT&T Florida would only furnish printed copies of its business yellow pages directory and provide the residential listings via the internet. Subscribers could request printed copies of the residential white pages directory or CD-ROM (where available) free of charge by calling a toll-free number.

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FPSC-COMMISSION CLERK

The Florida Administrative Weekly (FAW) notice of AT&T Florida's permanent waiver request was published on March 6, 2009. No written comments were received during the 14-day comment period.

On March 16, 2009, our staff met with representatives of AT&T Florida and the Office of Public Counsel (OPC) to discuss consumer safeguards.

On March 25, 2009, AT&T Florida filed additional information addressing consumer issues and the economic impact of continuing to provide printed residential white pages directories or CD-ROMs on an up-front basis.

On May 19, 2009, AT&T Florida provided, per our staff's request, a mock-up of the yellow pages cover for the Miami-Dade area.[1]

We are vested with jurisdiction in this matter pursuant to Sections 120.542, 350.127, and 364.02(1), Florida Statutes.

II. Analysis

Under Section 120.542, Florida Statutes, and Rule 28-104.002, F.A.C., a person affected by a Commission Rule may petition this Commission for a waiver of that Rule. We have general statutory authority to grant this waiver under Section 120.542(2), Florida Statutes, which states:

* * *

> Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute[2] will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver.

* * *

Rule 28-104.002, F.A.C., states in part:

* * *

> (2) The petition must include the following information:

---

[1] Section 120.542(8), Florida Statutes, states, "An agency shall grant or deny a petition for variance or waiver within 90 days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition."

[2] Section 364.02(1), Florida Statutes, defines basic local telecommunications service to include an alphabetical directory listing.

> (g) The specific facts that demonstrate a substantial hardship or a violation of principles of fairness that would justify a waiver or variance for the petitioner;
>
> (h) The reason why the variance or the waiver requested would serve the purposes of the underlying statute;
>
> * * *

Rule 25-4.040(2), F.A.C., states in part:

> * * *
>
> Each subscriber served by a directory shall be furnished one copy of that directory for each access line. Subject to availability, additional directories shall be provided by the local exchange telecommunications company, which may charge a reasonable fee therefor.
>
> * * *

Additionally, we have statutory authority to place terms or conditions upon any waiver that we grant under section 120.542(2), Florida Statutes. Section 120.542(1), Florida Statutes, states in part:

> * * *
>
> An agency may limit the duration of any grant of a variance or wavier or otherwise impose conditions on the grant only to the extent necessary for the purpose of the underlying statute to be achieved.
>
> * * *

Rule 25-4.040, F.A.C., requires various information be included in the directory such as: alphabetical list of all local subscribers (except unlisted or unpublished subscribers); description of local calling area; directory publication date; 911 instructions; the number for the Poison Information Center; contact information for this Commission; and information concerning repair service, directory assistance, service disconnection procedures, emergency interrupt, business and payment offices, No Sales Solicitation, and inside wiring policy. AT&T Florida has stated that all information required by the rule will be available on-line in the "traditional directory format" and in the business yellow pages directories.

To be granted a waiver, a Petitioner must meet the statutory threshold by demonstrating that granting the waiver would serve the purpose of the underlying statute, and demonstrating that without the waiver the Petitioner would have a substantial hardship.

We find that the permanent rule waiver request meets the purpose of the underlying statute (Section 364.02(1), Florida Statutes) by providing directory information without compromising consumer access to listed residential numbers. In response to questions from OPC, AT&T Florida asserted that in 2007, confidential statistical studies of markets in the Southeast, including Florida, showed the average customer using the residential and business listings a combined 1.68 times a month and "73% of the customers believed it acceptable to make the TRWP [The Real White Pages] available only by request." AT&T Florida has already conducted trials in Atlanta, Georgia and Austin, Texas. AT&T Florida stated in its Petition that "less than 1% in Atlanta, [and] just over 1.7% in Austin" requested a residential white pages directory.

AT&T Florida also reported that only four complaints were received from Austin, Texas subscribers concerning the after-hours automated ordering system for the residential white pages directory, and only one complaint had been received about eliminating the up-front delivery of the residential directory. AT&T Florida reported no complaints from Atlanta subscribers.

According to AT&T Florida, other states have provided alternatives to the automatic delivery of printed directories. For example, the Public Utilities Commission of Ohio has approved a similar rule waiver request; in Indiana this matter became a non-issue due to regulatory changes; and the Oklahoma Corporation Commission amended its directory rule, OAC 165:55-7-1, subject to legislative approval, to allow directories to be furnished in a variety of formats.

Adequate notification to subscribers regarding the change in the distribution of residential white pages and how to order a free copy of the directory is crucial. On March 25, 2009, in response to Commission and OPC questions, AT&T Florida filed supplemental information that in addition to three places in and on the Real Yellow Pages Directories (on the cover, in the customer call guide, and on a stiff tab insert), the company would also inform subscribers of the directory distribution change in the "News You Can Use"[3] section of their bills the month preceding and the month a yellow pages directory is issued for a local calling area.

Through discussions with our staff and OPC, AT&T has agreed to make the following modifications to its yellow pages directory to promote subscriber notification:

- For the first year, the words "To obtain a free copy of the residential white pages, please call 1-800-422-1955" will be highlighted on the front cover.
- For subsequent years, the words "For more information on how to obtain a free copy of your residential white pages, please refer to the Customer Guide" will be highlighted on the front cover.
- On the first page of the Customer Guide, the '800' number and the word "free" will be made more prominent by increasing the font and highlighting them in blue.

[3] In Docket No. 070370-TL we approved AT&T Florida's new billing format which contained the "News You Can Use" section.

In the Customer Guide section, subscribers will find the toll-free number for ordering a free residential directory or CD-ROM (where available). The guide also provides two websites for accessing residential numbers, www.RealPagesLive.com and www.YELLOWPAGES.com.

III. Decision

AT&T Florida's waiver request recognizes advances in technology while protecting the interests of subscribers who want to continue to receive a free printed residential directory. We find that the rule waiver request meets the purpose of the underlying statute and rule by allowing AT&T Florida to provide directory information without compromising consumer access to listed residential numbers. However, before approving a permanent waiver, we find it imperative to receive customer input and to ensure that consumers are aware that they will no longer be provided an up-front copy of the residential white pages, and that they will have to call to request their free copy of the printed residential directory.

Accordingly, we deny AT&T Florida's request for a permanent rule waiver, but grant AT&T Florida a temporary waiver of Rule 25-4.040(2), F.A.C., which requires the ILEC to furnish each subscriber a directory of local residential and business listings. This rule waiver shall remain in effect for a period of two (2) years from the issuance of the Consummating Order.

In conjunction with the granting of this temporary waiver, both this Commission and AT&T Florida shall engage in public outreach, that is designed to actively engage consumers and seek their input regarding the implementation and effects of this rule waiver. The Commission shall go about public outreach through its regular channels of public interaction which might include, but are not limited to, public service announcements, news releases, questionnaires, or on our website. Our staff shall determine the most appropriate and effective methods of notifying consumers and seeking their input. AT&T Florida shall go about public outreach through its own regular channels of public interaction.

Additionally, AT&T Florida shall increase the size of the highlighted words, "To obtain a free copy of the residential white pages, please call 1-800-422-1955," on the front cover of its yellow pages directory, to a minimum of fourteen-point (14) type font. These words shall remain on the cover for the first year of the waiver. The second year of the waiver, AT&T Florida may change the highlighted words to refer consumers to the yellow pages' Customer Guide pages.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast's (AT&T Florida) request for a permanent rule waiver pursuant to Section 120.542, Florida Statutes, and Rule 28-104.002, Florida Administrative Code (F.A.C.) of Rule 25-4.040(2), F.A.C., is denied. It is further

ORDERED that AT&T Florida is granted a temporary rule waiver of the residential directory requirements of Rule 25-4.040(2), F.A.C. This temporary rule waiver shall remain in effect for a period of two (2) years from the issuance of the Consummating Order. It is further

ORDERED that during the two (2) years this rule waiver remains in effect, both this Commission and AT&T Florida shall engage in public outreach designed to seek input from consumers regarding the implementation and effect of the rule waiver. It is further

ORDERED that AT&T Florida shall increase the size of the highlighted words, "To obtain a free copy of the residential white pages, please call 1-800-422-1955," on the front cover of its yellow pages directory, to a minimum of fourteen-point (14) type font. Theses words shall remain on the cover for the first year of the waiver. The second year of the waiver, AT&T Florida may change the highlighted words to refer consumers to the yellow pages' Customer Guide pages. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission this 8th day of July, 2009.

ANN COLE
Commission Clerk

(SEAL)

JLM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on July 29, 2009.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Water and wastewater industry annual reestablishment of authorized range of return on common equity for water and wastewater utilities pursuant to Section 367.081(4)(f), F.S.	DOCKET NO. 090006-WS ORDER NO. PSC-09-0502-CO-WS ISSUED: July 15, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0430-PAA-WS, issued June 19, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0430-PAA-WS has become effective and final. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission this 15th day of July, 2009.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

JEH

DOCUMENT NUMBER-DATE
07142 JUL 15 09
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF COMMISSION PREHEARING AND HEARING

TO

FLORIDA POWER & LIGHT COMPANY
OFFICE OF PUBLIC COUNSEL
OFFICE OF THE ATTORNEY GENERAL
CITY OF SOUTH DAYTONA
FEDERAL EXECUTIVE AGENCIES
FLORIDA INDUSTRIAL POWER USERS GROUP
FLORIDA RETAIL FEDERATION
I.B.E.W. SYSTEM COUNCIL U-4
THOMAS SAPORITO
SOUTH FLORIDA HOSPITAL AND HEALTHCARE ASSOCIATION
ASSOCIATED INDUSTRIES OF FLORIDA
ASSOCIATION FOR FAIRNESS IN RATE MAKING

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 080677-EI

PETITION FOR INCREASE IN RATES BY FLORIDA POWER & LIGHT COMPANY

AND

DOCKET NO. 090130-EI

2009 DEPRECIATION AND DISMANTLEMENT STUDY
BY FLORIDA POWER & LIGHT COMPANY

ISSUED: July 22, 2009

NOTICE IS HEREBY GIVEN that a prehearing conference will be held at the following time and place:

Monday, August 17, 2009, at 9:30 a.m.
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

DOCUMENT NUMBER-DATE
07415 JUL 22 09
FPSC-COMMISSION CLERK

The purpose of this prehearing conference is: (1) to define and limit, if possible, the number of issues; (2) to determine the parties' positions on the issues; (3) to determine what facts, if any, may be stipulated; (4) to dispose of any motions or other matters that may be pending; and (5) to consider any other matters that may aid in the disposition of these cases.

HEARING

A hearing will be held before the Florida Public Service Commission in the above dockets regarding the petition of Florida Power & Light Company (FPL) for a rate increase and regarding FPL's 2009 depreciation and dismantlement study, at the following time and place:

Monday, August 24, 2009, 9:30 a.m.
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

August 25 – 28 and 31, 2009 and September 2 – 4, 2009, have also been reserved for the continuation of the hearing, if needed. The starting time of the next day's session will be announced at the conclusion of the prior day. The hearing will be adjourned early if all testimony is concluded.

PURPOSE AND PROCEDURE

The purpose of this hearing will be for the Commission to consider FPL's petition for a rate increase, FPL's 2009 depreciation and dismantlement study, and any motions or other matters that may be pending at the time of the hearing. The Commission may rule on any such motions from the bench or may take the matters under advisement.

This proceeding shall: (1) allow FPL to present evidence and testimony in support of its petition for a rate increase and its 2009 depreciation and dismantlement study; (2) permit any intervenors to present testimony and exhibits concerning these matters; (3) allow for such other purposes as the Commission may deem appropriate.

JURISDICTION

This Commission is vested with jurisdiction over the subject matter by the provisions of Chapter 366, Florida Statutes. This hearing will be governed by said Chapter as well as Chapter 120, Florida Statutes (F.S.), and Chapters 25-6, 25-17, 25-22, and 28-106, Florida Administrative Code (F.A.C.).

APPLICABLE STATUTES AND RULES

Sections 366.04, 366.05, 366.06, F.S., and any other relevant sections of Chapter 366, F.S., are applicable to this proceeding, as well as Chapter 120, F.S., and Chapters 25-6, 25-17, 25-22, and 28-106, F.A.C.

Those wishing to intervene in these proceedings, unless appearing on their own behalf, must be represented by an attorney or other person who can be determined to be a qualified representative pursuant to Chapter 120, F.S., and Rule 28-106.106, F.A.C. Petitions for leave to intervene must be filed at least five (5) days before the final hearing, must conform with Rule 28-106.201(2), F.A.C., and must include allegations sufficient to demonstrate that the intervenor is entitled to participate in the proceeding as a matter of constitutional or statutory right or pursuant to Commission rule, or that the substantial interests of the intervenor are subject to determination or will be affected through the hearing.

Written comments regarding FPL's petition for a general rate increase and/or its 2009 depreciation and dismantlement study may be sent to the Commission at the following address:

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Re: Docket Nos. 080677-EI and 09130-EI

EMERGENCY CANCELLATION OF PREHEARING OR HEARING

If settlement of the case or a named storm or other disaster requires cancellation of the prehearing or hearing, Commission staff will attempt to give timely direct notice to the parties. Notice of cancellation of the prehearing or hearing will also be provided on the Commission's website (http://www.psc.state.fl.us/) under the Hot Topics link found on the home page. Cancellation can also be confirmed by the Office of the General Counsel at 850-413-6199.

Copies of FPL's petition for a general rate increase, the petition's supporting exhibits, and FPL's 2009 depreciation and dismantlement study are available for public inspection during normal business hours at the following location:

Office of Commission Clerk
Florida Public Service Commission
Room 110 - Betty Easley Conference Center
4075 Esplanade Way, Tallahassee, Florida

Any person requiring some accommodation at the prehearing or hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this 22nd day of July, 2009.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

JEH

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for short term extension of substation rental agreement with Tropicana Products, Inc., by Florida Power & Light Company.	DOCKET NO. 090338-EI ORDER NO. PSC-09-0557-PAA-EI ISSUED: August 11, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING AGREEMENT EXTENSION

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

By Order No. 21855, the Commission approved Florida Power & Light Company's (FPL) proposed new Long-Term Substation Rental Agreement (LTSRA or Rental Agreement) for distribution substation facilities. Some large power users require a dedicated substation to serve their load in the most efficient and economical manner. The customer may build and own his own substation. If the customer does not want to be responsible for building and maintaining an electrical substation, the Rental Agreement provides an option to use a substation owned by the utility. FPL entered into such a Rental Agreement with Tropicana Products, Inc. (Tropicana), pursuant to Tariff Sheets 9.730-32 (Agreement). The current Rental Agreement expires, under the terms of the tariff, on October 4, 2009. The existing tariff language is silent on the renewal of a contract. FPL is requesting permission to extend the term of the Agreement up to one year to address renewing the contract for the existing substation. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

DOCUMENT NUMBER-DATE
08320 AUG 11 09
FPSC-COMMISSION CLERK

APPROVING EXTENSION OF RENTAL AGREEMENT

The currently-effective substation Rental Agreement states that the term of the Agreement is for twenty years. FPL is seeking to modify that twenty year time frame by up to 12 months, for the substation Rental Agreement with one customer, Tropicana. The tariff specifically states how the monthly rental amount is to be calculated for new contracts. It also addresses termination of a contract prior to the twenty-year term. The tariff is silent on what happens at the expiration of the initial contract, if the customer wishes to renew the agreement for the existing facilities.

This oversight in the tariff language came to light when the existing contract with Tropicana came up for renewal. Since the existing tariff does not specifically address renewals, the only option is to sign a new Agreement, which, under the existing tariff language, would require using the current replacement costs for the substation. This increase in costs could be significant, and result in Tropicana choosing to build its own substation, rather than renew the Rental Agreement. FPL believes the tariff should be modified to address contract renewals, to recognize cost differentials inherent in continuing to lease in-place equipment.

There are advantages to both parties to continue the Rental Agreement. Tropicana avoids the cost and maintenance expense of building its own substation. FPL avoids potentially stranding the investment in the existing substation, which may not immediately be needed, or appropriately placed, to serve other loads. Tropicana has maintained that it needs several months to build a new substation, should they decide not to continue the Rental Agreement. FPL has requested that it be allowed to extend the existing twenty-year agreement for up to one year, to allow it to file revised tariffs, and allow Tropicana adequate time to evaluate any changes approved by this Commission to address the renewal issue.

We find that the limited extension is appropriate. Agreement renewals are not addressed in the current tariff, and it would be prudent to revise the tariffs to address this issue. It is reasonable to assume that continuation of a lease for in-place equipment would have different cost characteristics than an agreement for completely new facilities. FPL has not indicated that any other substation Rental Agreements are expiring in the proposed time frame. It appears that the issue is customer-specific and has no immediate impact on any other customers. FPL has committed to filing the tariff revisions expeditiously, and the revised tariffs will be brought before this Commission for approval in a new docket.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the one-year extension of the existing substation Rental Agreement between Florida Power & Light Company and Tropicana Products, Inc., is hereby approved. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by

the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that if a protest is filed within 21 days of the issuance of the order, the proposed term modification shall remain in effect pending resolution of the protest. It is further

ORDERED that, if no person whose substantial interests are affected requests a hearing to address this matter, then this docket shall be closed upon issuance of a consummating order.

By ORDER of the Florida Public Service Commission this 11th day of August, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 1, 2009.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF COMMISSION HEARING AND PREHEARING

TO

PROGRESS ENERGY FLORIDA, INC.

DEPARTMENT OF THE NAVY

FEDERAL EXECUTIVE AGENCIES

FLORIDA INDUSTRIAL POWER USERS GROUP

FLORIDA RETAIL FEDERATION

OFFICE OF PUBLIC COUNSEL

OFFICE OF THE ATTORNEY GENERAL

WHITE SPRINGS AGRICULTURAL CHEMICALS, INC.

ASSOCIATION FOR FAIRNESS IN RATE MAKING

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 090079-EI

PETITION FOR INCREASE IN RATES BY PROGRESS ENERGY FLORIDA, INC.

DOCKET NO. 090144-EI

PETITION FOR LIMITED PROCEEDING TO INCLUDE BARTOW REPOWERING PROJECT IN BASE RATES, BY PROGRESS ENERGY FLORIDA, INC.

DOCKET NO. 090145-EI

PETITION FOR EXPEDITED APPROVAL OF THE DEFERRAL OF PENSION EXPENSES, AUTHORIZATION TO CHARGE STORM HARDENING EXPENSES TO THE STORM DAMAGE RESERVE, AND VARIANCE FROM OR WAIVER OF RULE 25-6.0143(1)(C), (D), AND (F), F.A.C., BY PROGRESS ENERGY FLORIDA, INC.

DOCUMENT NUMBER-DATE

08846 AUG 25 09

FPSC-COMMISSION CLERK

ISSUED: August 25, 2009

NOTICE IS HEREBY GIVEN that a hearing will be held before the Florida Public Service Commission in the above-referenced dockets, at the following time and place:

Monday, September 21, 2009, 9:30 a.m.
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

September 22 – September 25, 2009, and September 28 – October 2, 2009, have also been reserved for continuation of the hearing if needed. The starting time of the next day's session will be announced at the conclusion of the prior day. The hearing may be adjourned early if all testimony is concluded.

Customers will be given the opportunity to present testimony at the beginning of the hearing on Monday, September 21, 2009, at 9:30 a.m. All customers wishing to testify are urged to be present at the beginning of the hearing, since the session may be adjourned early if no customers are present. By providing customer testimony, a person does not become a party to the proceeding. To become an official party of record, you must file a Petition for Intervention at least five days before the final hearing, pursuant to the requirements contained in Rule 25-22.039, Florida Administrative Code.

PURPOSE AND PROCEDURE

The purpose of this hearing is to consider the petition of Progress Energy Florida, Inc. (PEF) for a general rate increase and any motions or other matters that may be pending at the time of the hearing. The Commission may rule on any such motions from the bench or may take the matters under advisement.

At the hearing, all parties shall be given the opportunity to present testimony and other evidence on the issues identified by the parties at the prehearing conference held on September 14, 2009. All witnesses shall be subject to cross-examination at the conclusion of their testimony.

PREHEARING CONFERENCE

A prehearing conference will be held before Commissioner Nathan A. Skop, as Prehearing Officer, regarding the above-referenced matter, at the following time and place:

Monday, September 14, 2009, at 9:30 a.m.
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

PURPOSE

The purpose of this prehearing conference is: (1) to define and limit, if possible, the number of issues; (2) to determine the parties' positions on the issues; (3) to determine what facts, if any, may be stipulated; (4) to dispose of any motions or other matters that may be pending; and (5) to consider any other matters that may aid in the disposition of this case.

EMERGENCY CANCELLATION OF HEARING

If settlement of the case or a named storm or other disaster requires cancellation of the hearing, Commission staff will attempt to give timely direct notice to the parties. Notice of cancellation of the hearing will also be provided on the Commission's website (http://www.psc.state.fl.us/) under the Hot Topics link found on the home page. Cancellation can also be confirmed by calling the Office of the General Counsel at 850-413-6199.

JURISDICTION

This Commission is vested with jurisdiction over the subject matter by the provisions of Chapter 366, Florida Statutes. This hearing will be governed by said Chapter as well as Chapter 120, Florida Statutes, and Chapters 25-6, 25-17, 25-22, 28-106, Florida Administrative Code.

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this 25th day of August, 2009.

ANN COLE
Commission Clerk

(SEAL)

KEF

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.	DOCKET NO. 090166-EQ ORDER NO. PSC-09-0634-TRF-EQ ISSUED: September 17, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING STANDARD OFFER CONTRACT

BY THE COMMISSION:

Background

Since January 1, 2006, each investor-owned electric utility (IOU), as well as each electric municipal utility subject to the Florida Energy Efficiency and Conservation Act (FEECA),[1] has been required to continuously offer to purchase capacity and energy from specific types of renewable sources. Section 366.91(3), Florida Statutes (F.S.), specifies that the contracts for purchase must be based on the utility's full avoided cost as defined in Section 366.051, F.S., and provide a term of at least ten years. Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statutes.

On April 1, 2009, Florida Power & Light Company (FPL or Company) filed its petition for approval of a renewable energy tariff and standard offer contract, based on the Ten Year Site Plan for 2009-2018. In the period 2009 through 2018, FPL has no fossil-fueled generating units that could qualify as an avoided unit for the standard offer contract. As a result, FPL included a notation that using the forecasted capacity need determined in the 2009 Ten Year Site Plan development process, a fossil-fueled generation unit capable of serving as the avoided unit would next be required in 2021. The unit is a greenfield 1,219 megawatt (MW) natural gas-fired combined cycle plant with a projected in-service date of June 1, 2021.

Due to our recent decision relating to FPL's 2008 standard offer contract, FPL filed revisions to its petition on May 29, 2009, based upon Order PSC-09-0394-FOF-EQ. [2]

We have jurisdiction over this matter pursuant to Sections 366.04 through 366.06, 366.91, and 366.92, Florida Statutes (F.S.).

[1] Sections 366.80-366.85 and 403.519, F.S.
[2] Issued June 2, 2009, in Docket No. 080193-EQ, In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.

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09665 SEP 17 09
FPSC-COMMISSION CLERK

Decision

Because the utility is an IOU, Rule 25-17.250(1), F.A.C., requires FPL to continuously make available a standard offer contract for purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kilowatt (kW) or less. In its 2009 Ten Year Site Plan, FPL has no uncertified fossil units for the period 2009 to 2018. In an effort to promote renewable generation, FPL has identified a unit beyond the 10 year planning horizon as the avoided unit. The unit is a greenfield 1,219 MW natural gas-fired combined cycle plant with a projected in-service date of June 1, 2021.

The original petition filed April 1, 2009, contains a standard offer contract and related renewable energy tariff that reflects the avoided unit. Multiple tariff sheets were modified to reflect a change in the avoided unit, from June 1, 2014, to June 1, 2021, and are detailed below.

As required by Rule 25-17.230(4), F.A.C., the renewable energy tariff, QS-2, submitted by FPL includes provisions for interconnection of the facility and related charges on tariff sheet No. 10.306. In addition to updating interconnection charges, FPL has updated the customer charges to reflect lower costs of metering.

As required by Rule 25-17.0832(4)(e), F.A.C., the renewable energy tariff, QS-2, submitted by FPL includes example payments for firm capacity to the renewable energy provider on tariff sheet No. 10.301. In addition, tariff sheet No. 10.311 includes sufficient financial and economic information necessary to calculate firm capacity payments available under each payment option, including early, levelized, early levelized, and flexible capacity payment streams. For possible energy payments, estimated unit fuel costs and as-available energy costs are also provided on tariff sheet No. 10.304. We find this information is sufficient to allow a renewable energy provider to estimate possible payment streams for energy and capacity that the standard offer contract could provide.

We find that these provisions are in compliance with Rules 25-17.200 through 25.17-310, F.A.C.

The original petition, filed April 1, 2009, includes a standard offer contract similar to the 2008 standard offer contract. As previously mentioned, FPL's filed revisions to its original petition on May 29, 2009, in compliance with Order No. PSC-09-0394-FOF-EQ. The revised tariff sheets are detailed below.

Rule 25-17.0832(4)(b), F.A.C., provides that the rates, terms, and other conditions of each utility's standard offer contracts must be based on and equal to the avoided unit's. This is required for the economic assumptions, as well as technical assumptions, such as the unit's availability. Pursuant to our order, FPL filed modifications to the availability to represent the projected availability of the avoided unit over the term of the standard offer contract, as well as supporting documentation. FPL has modified tariff sheet Nos. 9.032 and 10.313 to reflect this change. The contract lists an availability of 94 percent as the threshold for full capacity payments, based upon the avoided unit's average total of availability, which is calculated from

the estimated planned outages, forced outages, and maintenance outages for the first ten years of operation. Supporting documents have also been provided for these calculations.

Rule 25-17.280, F.A.C., provides that all tradable renewable energy credits (TRECs) are the exclusive property of the renewable generator. FPL has modified tariff sheet 9.044, as per the our Order, to now read:

> 17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes
>
> The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

We find that these provisions are in compliance with Order No. PSC-09-0394-FOF-EQ.

The provisions of the 2009 standard offer contract and renewable energy tariff submitted by FPL conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. FPL has filed tariff sheets that reflect the economic and technical assumptions of the 2021 avoided unit. FPL has also complied with Order No. PSC-09-0394-FOF-EQ, which addresses the avoided unit's availability, and the right of first refusal of TRECs. In conclusion, we find that FPL's proposed standard offer contract is in compliance with Rules 25-17.200 through 25-17.310, F.A.C., and Order No. PSC-0394-FOF-EQ, and is, therefore, approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the standard offer contract filed by Florida Power & Light Company, as modified by the revised petition filed on May 29, 2009, shall be approved effective August 18, 2009. It is further

ORDERED that if no person whose substantial interests are affected requests a hearing to address this matter, then this docket shall be closed. If a protest is filed within 21 days of the issuance of this order, the tariffs shall remain in effect pending resolution of the protest. Potential signatories to the standard offer contract are advised to be aware that Florida Power & Light's tariffs and standard offer contract may be subject to a request for hearing, and if a hearing is held, may subsequently be revised.

By ORDER of the Florida Public Service Commission this 17th day of September, 2009.

ANN COLE
Commission Clerk

(SEAL)

JEH

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 8, 2009.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF COMMENCEMENT OF PROCEEDINGS FOR DETERMINATION OF NEED FOR PROPOSED ELECTRICAL POWER PLANT

TO

GAINESVILLE REGIONAL UTILITIES
GAINESVILLE RENEWABLE ENERGY CENTER, LLC.
DEPARTMENT OF COMMUNITY AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 090451-EM

JOINT PETITION TO DETERMINE NEED FOR GAINESVILLE RENEWABLE ENERGY CENTER IN ALACHUA COUNTY, BY GAINESVILLE REGIONAL UTILITIES AND GAINESVILLE RENEWABLE ENERGY CENTER, LLC.

ISSUED: September 22, 2009

NOTICE is hereby given pursuant to Rule 25-22.080(3), Florida Administrative Code, that the Florida Public Service Commission has received the petition of Gainesville Regional Utilities (GRU) and Gainesville Renewable Energy Center, LLC., for a determination of need for a proposed electrical power plant to be located within the confines of GRU's existing Deerhaven plant site in Alachua County, Florida. GRU will have title to 100 percent of the plant's output, including all environmental attributes (such as renewable energy credits, carbon offsets, etc.). The facility will be a new nominal rated 100 megawatt net (116 MW gross) biomass-fired electric generating facility, consisting of a biomass fuel handling system, a biomass-fired boiler, a condensing steam turbine generator with evaporative cooling towers and auxiliary support equipment. The facility will also utilize a zero liquid discharge system to eliminate industrial wastewater discharges in accordance with the site's restrictions pursuant to its current certification. The proposed unit is scheduled to come on line December 1, 2013. This matter has been assigned Commission Docket No. 090451-EM.

Copies of the petition and supporting documentation are available for public inspection during normal business hours at the following location:

DOCUMENT NUMBER-DATE
09772 SEP 22 09
FPSC-COMMISSION CLERK

Florida Public Service Commission
Office of Commission Clerk
Room 110, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

The final hearing in this docket has been scheduled for December 16, 2009.

By DIRECTION of the Florida Public Service Commission this 22nd day of September, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to modify Tariff Sheet Nos. 4.113 and 4.122 regarding conversion of and construction of underground residential facilities by Progress Energy Florida, Inc.	DOCKET NO. 080719-EI ORDER NO. PSC-09-0650-TRF-EI ISSUED: September 25, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING REVISED TARIFFS

BY THE COMMISSION:

BACKGROUND

Rule 25-6.078, F.A.C., defines investor-owned utilities' responsibilities for filing updated underground residential distribution (URD) tariffs for new subdivisions at least every three years. By Order No. PSC-08-0786-TRF-EI, we approved Progress Energy Florida, Inc.'s (PEF) current URD tariffs; however, we directed PEF to refile its URD tariff to include lost pole attachment revenues in the URD calculation.[1] Pole rental revenues are revenues paid to PEF for use of the utility's poles by third-party attachers, such as cable and telephone companies. PEF's proposed Tariff Sheet No. 4.113 implements our order.

Rule 25-6.115, F.A.C., addresses the contribution-in-aid-of-construction (CIAC) to be paid by applicants for conversion of existing overhead electric distribution facilities to underground facilities. The CIAC represents the conversion costs incurred by PEF. Rule 25-6.115, F.A.C., was amended in February 2007 to require that the calculation of CIAC include the difference in the net present value (NPV) of operational costs between underground and overhead systems over the expected life of the facilities.[2] The proposed revisions to Tariff Sheet No. 4.122 are designed to implement the requirements of the amended rule.

[1] See Order No. PSC-08-0786-TRF-EI, issued December 2, 2008, in Docket No. 080186-EI, In re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.
[2] See Order No. PSC-07-0043-FOF-EU, issued January 16, 2007, in Docket No. 060172-EU, In re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events.

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FPSC-COMMISSION CLERK

By Order No. PSC-09-0119-PCO-EI, issued on March 2, 2009, we suspended PEF's proposed tariffs. On July 14, 2009, PEF provided certain minor corrections to its calculations. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

DISCUSSION AND DECISION

Proposed Tariff Sheet No. 4.113

The URD charges represent the additional costs PEF incurs to provide underground distribution service in place of overhead service, and they are calculated as differentials between the cost of underground and overhead service. The cost of standard overhead construction is recovered through base rates of all ratepayers. In lieu of overhead construction, customers may request underground service. Costs for underground service have historically been higher than those for standard overhead construction, and the additional cost is paid by the customer as a CIAC. Typically, the URD customer is the developer of the subdivision.

URD charges are based on three standard model subdivisions: (1) a 210-lot low-density subdivision with a density of one or more, but less than six, dwelling units per acre; (2) a 176-lot high-density subdivision with a density of six or more dwelling units per acre; and (3) a high-density subdivision where service is provided using grouped meter pedestals.

In 2007, we amended Rule 25-6.078, F.A.C., to require that the differences in NPV of operational costs between underground and overhead systems, including average historical storm restoration costs over the life of the facilities, be taken into consideration in determining the URD differential.[3] Prior to the rule revision, URD charges were based on initial installation costs only and did not include the costs of maintenance or storm restoration activities over time. On April 1, 2008, PEF filed a petition in Docket No. 080186-EI to incorporate for the first time the requirements of amended Rule 25-6.078, F.A.C., and included the difference in operational and storm restoration costs between underground and overhead facilities. We approved PEF's URD charges effective November 13, 2008. However, we also ordered PEF to refile its URD tariff by April 1, 2009, to include lost pole rental revenues in the calculation of operational expenses. PEF had not included lost pole rental revenues in Docket No. 080186-EI.

Pole rental revenues are revenues paid to PEF for use of the utility's poles by third-party attachers, such as cable and telephone companies. Revenues from pole attachments are included as other operating revenues in a utility rate case. Other operating revenues increase the utility's current revenues and decrease the amount of any increase in rates, thereby reducing rates to all ratepayers. For subdivisions which have all underground facilities, there is no opportunity to generate these revenues, which benefit all ratepayers. In Order No. PSC-08-0786-TRF-EI, we found that if the URD differential is reduced to recognize savings to the general body of ratepayers from potential avoided storm restoration costs, then lost revenues from potential pole attachments are appropriate to be included as operational costs of undergrounding.

[3] See Order No. PSC-07-0043-FOF-EU.

The following table shows PEF's current and proposed URD differentials, which include the lost pole attachment revenues. Since the attachments would be attaching to overhead lines, they represent lost revenues when facilities are installed underground, and thus increase the URD differential. The charges shown are per-lot charges.

Table 1

	Current URD differential per lot	Proposed URD differential per lot	Percent Change
210-lot low density	$524	$646	+23%
176-lot high density	$465	$528	+14%
176-lot ganged meters	$245	$306	+25%

In support of its petition, PEF provided workpapers showing that it received the following distribution pole attachment revenues for the years 2002 through 2006.

Table 2

Year	Pole attachment revenues (dollars)
2002	8,177,067
2003	8,309,584
2004	10,425,994
2005	11,364,123
2006	10,884,819

PEF recalculated its URD differential using the same methodology as in Docket No. 080186-EI. Inclusion of the 5-year average lost pole rental revenues increases the NPV differential from $5,968 (amount approved in Docket No. 080186-EI) to $13,030 per mile (i.e., over the 38-year life of the facilities, underground is more expensive to operate and maintain than overhead by $13,030 per mile). The URD charges shown in Table 1 vary between the subdivisions because of the difference in miles of line and number of lots in each subdivision.

Having reviewed the proposed charges and their accompanying work papers, we find that PEF's charges are reasonable. PEF has correctly included the lost revenues from potential pole

attachments as operational costs of undergrounding as required by Order No. PSC-08-0786-TRF-EI. Therefore, PEF's proposed URD charges are hereby approved.

Proposed Tariff Sheet No. 4.122

Rule 25-6.115(11)(a), F.A.C., was amended in February 2007 to require that the CIAC paid by applicants for underground conversions include the operational cost differential between underground and overhead, including storm restoration costs. The same provision was also approved for Rule 25-6.078, as mentioned above. In order to comply with the amended rule, PEF proposes an additional charge of $13,030 per mile (or $2.47 per foot) of overhead facilities that are converted as the operational cost differential. The amount represents the NPV value of the lifecycle operational costs differential including storm restoration. This 38-year amount represents an annual differential of approximately $340 per pole-line mile.

PEF used the same methodology as in Docket No. 080186-EI to calculate the operational cost difference between underground and overhead, which is described below.[4] PEF modified the calculation only to add a 38-year NPV of the lost pole rental revenues.

PEF used its actual operational expenses for the period 2002 through 2006 to calculate the NPV of non-storm operational difference for underground and overhead facilities. In order to calculate operational costs per mile, i.e., unit costs, PEF divided the annual total operational costs for the years 2002 through 2006 for underground and overhead facilities by the number of miles of underground and overhead distribution lines in PEF's service territory. Finally, PEF calculated a 5-year average of the underground and overhead operational costs per mile for the years 2002 through 2006. The resulting 5-year average operational costs per mile are $3,580 for overhead and $4,902 for underground. To calculate the NPV of the overhead and underground operational unit costs, PEF escalated the unit cost at 2.5 percent to adjust for inflation over a period of 38 years. The 38-year cash flows are then discounted back to arrive at the NPV for overhead operational costs per circuit mile of $56,196 and $76,946 for underground, resulting in a NPV differential of $20,750 per mile.

The inclusion of the storm restoration costs in the CIAC calculation lowers the CIAC, since an underground distribution system incurs less damage than an overhead system as a result of a storm. Thus, restoration costs are less when compared to an overhead system. Inclusion of the storm restoration differential lowers the per-mile NPV differential from $20,750 to $13,030, a $7,720 reduction. As in Docket No. 080186-EI, PEF used an expected annual storm damage cost of $21.4 million.[5]

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[4] While both Rules 25-6.078 and 25.6115, F.A.C., were amended in 2007 to include the operational cost difference between underground and overhead, PEF only implemented the requirements of Rule 25-6.078 in Docket No. 080186-EI.

[5] The $21.4 million annual storm damage cost was originally calculated and provided by PEF in Docket No. 050078-EI, PEF's 2005 rate case.

We find that PEF's proposed Tariff Sheet No. 4.122 implements amended Rule 25-6.115, F.A.C. PEF's analysis is consistent with the methodology we approved in Order No. PSC-08-0786-TRF-EI and appears reasonable. Accordingly, PEF's proposed tariff is hereby approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida, Inc.'s proposed revisions to Tariff Sheet Nos. 4.113 and 4.122 are hereby approved. It is further

ORDERED that the tariffs shall become effective on August 18, 2009. It is further

ORDERED that if no protest is received, a consummating order shall be issued and this docket shall be closed. If a protest is filed within 21 days of the issuance of the order, this tariff shall remain in effect, with any revenues held subject to refund, pending resolution of the protest.

By ORDER of the Florida Public Service Commission this 25th day of September, 2009.

ANN COLE
Commission Clerk

By: _____
Dorothy E. Menasco
Chief Deputy Commission Clerk

(SEAL)

ARW/JSB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 16, 2009.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval to begin depreciating West County Energy Center Units 1 and 2 combined cycle units using whole life depreciation rates currently approved for Martin Power Plant Unit 4, by Florida Power & Light Company.	DOCKET NO. 090403-EI ORDER NO. PSC-09-0662-PAA-EI ISSUED: October 5, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING DEPRECIATION RATES

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

Background

Pursuant to Rule 25-6.0436(3)(a), F.A.C., electric utilities are required to maintain depreciation rates and accumulated depreciation reserves in accounts or subaccounts as prescribed in Rule 25-6.014(1), F.A.C. (i.e., the FERC Uniform System of Accounts). Rule 25-6.0436(3)(b), F.A.C., further provides that "Upon establishing a new account or subaccount classification, each utility shall request our approval of a depreciation rate for the new plant category." On August 12, 2009, Florida Power & Light Company (FPL or Company) filed its request in accordance with this rule for the West County Energy Center (WCEC) Units 1 and 2 combined cycle units.

Pursuant to Rule 25-6.0435(8)(c), F.A.C., the Company filed a petition for a comprehensive depreciation study on March 17, 2005, and it was assigned Docket No. 050188-EI. On March 22, 2005, the Company filed its petition for approval of an increase in base rates

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FPSC-COMMISSION CLERK

and charges, which was assigned Docket No. 050045-EI. By Order No. PSC-05-0499-PCO-EI,[1] we consolidated these proceedings to ensure that the appropriate depreciation rates could be incorporated into the rates established in the rate case.

On August 22, 2005, the parties to Docket Nos. 050188-EI and 050045-EI filed a joint motion for approval of a Stipulation and Settlement (Stipulation) for the consolidated proceedings. By Order No. PSC-05-0902-S-EI, issued September 14, 2005, the Stipulation was approved. Pursuant to paragraph 8 of the Stipulation, depreciation rates and capital recovery schedules were established according to the comprehensive depreciation studies as filed in March 2005, and they cannot be changed during the term of the Stipulation.

On March 17, 2009, FPL filed a depreciation study in Docket No. 090130-EI proposing revised depreciation rates to be effective January 1, 2010. On March 18, 2009, the Company filed for a rate proceeding in Docket No. 080677-EI. By Order PSC-09-0311-PCO-EI,[2] we consolidated the depreciation study and rate case dockets for the purpose of the hearing. A post-hearing order in these dockets is scheduled to issue on February 1, 2010.

In order to comply with the 2005 Stipulation, FPL filed a petition on August 12, 2009, requesting approval to begin depreciating WCEC Units 1 and 2 combined cycle units, using the whole life depreciation rates currently approved for Martin Power Plant Unit 4. FPL has requested these depreciation rates become effective with each unit's in-service dates.

We have jurisdiction in this matter pursuant to Sections 366.04, 366.05, 366.06, Florida Statutes.

Decision

We found by Order No PSC-06-0555-FOF-EI that WCEC Units 1 and 2 are needed in order for FPL to meet its 20 percent reserve margin in 2009 and 2010.[3] Each unit is a 1,250 MW combined cycle generating unit, consisting of three combustion turbines and one steam generator. Unit 1 became operational in August 2009; Unit 2 is anticipated to go into service before the end of 2009.

Currently, there are no prescribed depreciation rates that apply to these new facilities. FPL proposes to use the whole life depreciation rates currently prescribed for Martin Power Plant Unit 4, subject to true-up after our decision in FPL's rate case and current depreciation study on new, final depreciation rates. We agree with FPL that applying the Martin Power Plant Unit 4 whole life rates does not violate the 2005 Stipulation, since this is not a change to depreciation

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[1] Issued May 9, 2005, in Docket No. 050188-EI, In Re: 2005 comprehensive depreciation study by Florida Power & Light Company; and in Docket No. 050045-EI, In Re: Petition for rate increase by Florida Power & Light Company.
[2] Issued May 7, 2009, in Docket No. 080677-EI, In Re: Petition for rate increase by Florida Power & Light Company; and in Docket No. 090130-EI, In Re: 2009 depreciation and dismantlement study by Florida Power & Light Company.
[3] Issued June 28, 2006, in Docket No. 060255-EI, In Re: Petition for determination of need for West County Units 1 and 2 electrical power plants in Palm Beach County, by Florida Power & Light Company.

rates but the application of current rates to a new plant.[4] We find it appropriate that these rates be used pending our decision on Docket No. 090130-EI and Docket No. 080677-EI.

Depreciation rates for the new units shall be implemented when each unit becomes commercially operational. Accordingly, FPL has requested that depreciation rates for the new combined cycle units become effective with each unit's in-service date. Unit 1 became operational in August 2009; Unit 2 is anticipated to go into service before the end of 2009. We, therefore, approve FPL's proposal.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that depreciation rates are approved for Florida Power & Light Company's West County Energy Center Units 1 and 2 combined cycle units. It is further

ORDERED that all matters contained in the Attachment A appended hereto are incorporated herein by reference. It is further

ORDERED that the whole life depreciation rates shown on Attachment A, shall be approved for the combined cycle units being installed at the West County Energy Center site, subject to true-up pending the outcome of Docket No. 090130-EI and Docket No. 080677-EI. These rates shall reflect the prescribed whole life rates for Martin Power Plant Unit 4. It is further

ORDERED that the depreciation rates for West County Energy Center Unit 1 and 2 combined cycles shall be implemented effective with the in-service date of each unit. It is further

ORDERED that if a protest is not received from a substantially affected person within 21 days of issuance of the Proposed Agency Action Order, a Consummating Order will be issued. If a Consummating Order is issued, the docket shall be closed upon its issuance.

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[4] See Order No. PSC-05-0902-S-EI, Issued September 14, 2005, in Docket No. 050188-EI, In Re: 2005 comprehensive depreciation study by Florida Power & Light Company.

By ORDER of the Florida Public Service Commission this 5th day of October, 2009.

ANN COLE
Commission Clerk

(SEAL)

JEH

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 26, 2009.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

ATTACHMENT A

Florida Power & Light Company

West County Energy Center Units 1 and 2 Combined Cycle Units

Commission Approved Depreciation Rates

Accounts	Average Service Life (Yrs.)	Net Salvage (%)	Whole Life Depreciation Rates (%)
Combustion Turbines			
341 Structures & Improvements	25.0	(2.0)	4.1
342 Fuel Holders, Producers and Accessories	24.0	0.0	4.1
343 Prime Movers	17.7	0.0	5.6
344 Generators	25.0	(1.0)	4.0
345 Accessory Electric Equipment	18.1	(1.0)	5.6
346 Misc. Power Plant Equipment	14.0	0.0	7.1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition to determine need for Gainesville Renewable Energy Center in Alachua County, by Gainesville Regional Utilities and Gainesville Renewable Energy Center, LLC.	DOCKET NO. 090451-EM ORDER NO. PSC-09-0671-PCO-EM ISSUED: October 8, 2009

ORDER ESTABLISHING PROCEDURE

I. Case Background

On September 18, 2009, Gainesville Regional Utilities (GRU) and Gainesville Renewable Energy Center, LLC., filed a petition for a determination of need for a proposed biomass-fired electric generating facility to be located at GRU's existing Deerhaven plant site in Alachua County, Florida, pursuant to section 403.519, Florida Statutes (F.S.), and Rule 25-22.081, Florida Administrative Code (F.A.C.). The Commission issued a Notice of Commencement of Proceedings to the appropriate agencies, local governments, and interested persons on September 22, 2009. This matter has been scheduled for a formal administrative hearing on December 16, 2009.

This Order is issued pursuant to the authority granted by Rule 28-106.211, F.A.C., which provides that the presiding officer before whom a case is pending may issue any orders necessary to effectuate discovery, prevent delay, and promote the just, speedy, and inexpensive determination of all aspects of the case.

II. General Filing Procedures

In accordance with Rule 25-22.028, F.A.C., parties filing documents in this proceeding shall submit the original document and the appropriate number of copies to the Office of Commission Clerk for filing in the Commission's docket file. Filings may be made by mail, hand delivery, courier service, or in some instances electronically. Please refer to the rule for the requirements of filing on diskette for certain utilities. To the extent possible, all filings made electronically or on diskette shall be provided in Microsoft Word format. Filings pertaining to this docket should identify the assigned docket number and should be addressed to:

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

III. Notice and Public Information

In addition to the notice of commencement of proceedings and the usual notice the Commission issues for administrative hearings, Section 403.519, F.S., provides that the applicant shall publish a notice of the proceeding in a newspaper of general circulation in each county in which the proposed combined cycle conversion project will be located. That newspaper notice shall be published no later than November 25, 2009.

IV. Tentative List of Issues

A list of the issues identified thus far in this proceeding is attached hereto as Appendix A. The scope of this proceeding will be based upon these issues as well as other issues raised by the parties up to and during the Prehearing Conference, unless modified by the Commission.

V. Prefiled Testimony and Exhibits

Each party shall file, in writing, all testimony and exhibits that it intends to sponsor, pursuant to the schedule set forth in Section X of this Order. An original and 15 copies of all testimony and exhibits shall be filed with the Office of Commission Clerk, by 5:00 p.m. on the date due. A copy of all prefiled testimony and exhibits shall be served by regular mail, overnight mail, or hand delivery to all other parties and staff no later than the date filed with the Commission. Failure of a party to timely prefile exhibits and testimony from any witness in accordance with the foregoing requirements may bar admission of such exhibits and testimony.

Testimony shall be typed on 8 ½ inch x 11 inch transcript-quality paper, double-spaced, with 25 numbered lines, on consecutively numbered pages, with left margins sufficient to allow for binding (1.25 inches).

Each exhibit sponsored by a witness in support of his or her prefiled testimony shall be:

(1) Attached to that witness' testimony when filed;
(2) Sequentially numbered beginning with 1 (any exhibits attached to subsequently filed testimony of the same witness shall continue the sequential numbering system);
(3) Identified in the upper right-hand corner of each page by the docket number, a brief title, and the witness' initials followed by the exhibit's number; and
(4) Paginated by showing in the upper right-hand corner of each page the page number followed by the total number of pages in the exhibit.

An example of the information to appear in the upper right-hand corner of the exhibit is as follows:

Docket No. 012345-EI
Foreign Coal Shipments to Port of Tampa
Exhibit BLW-1, Page 1 of 2

After an opportunity for opposing parties to object to introduction of the exhibits and to cross-examine the witness sponsoring them, exhibits may be offered into evidence at the hearing.

VI. Discovery Procedures

A. General Requirements

Discovery shall be conducted in accordance with the provisions of Chapter 120, Florida Statutes (F.S.), and the relevant provisions of Chapter 403 and 366, F.S., Rules 25-22, 25-40, and 28-106, F.A.C., and the Florida Rules of Civil Procedure (as applicable), as modified herein or as may be subsequently modified by the Prehearing Officer.

Unless subsequently modified by the Prehearing Officer, the following shall apply:

(1) Discovery shall be completed by December 4, 2009.
(2) Discovery requests shall be served by e-mail, hand delivery, or overnight mail. If a request is served electronically, a hard copy of the request shall be served by hand-delivery, U.S. Mail, or overnight mail on the day that the request is served electronically.
(3) Sets of interrogatories, requests for admissions, requests for production of documents, or other forms of discovery shall be numbered sequentially in order to facilitate their identification.
(4) Within each set, discovery requests shall be numbered sequentially, and any discovery requests in subsequent sets shall continue the sequential numbering system.
(5) Discovery responses shall be served within 20 calendar days (inclusive of mailing) of receipt of the discovery request. If responses are served electronically, a hard copy of the responses shall be served by hand-delivery, U.S. Mail, or overnight mail on the day that responses are served electronically.
(6) Each page of every document produced pursuant to requests for production of documents shall be identified individually through the use of a Bates Stamp or other equivalent method of sequential identification. Parties should number their produced documents in an unbroken sequence through the final hearing.
(7) Copies of discovery requests and responses shall be served on parties other than the party from whom discovery is sought to the extent required by the applicable provisions of the Florida Rules of Civil Procedure. In addition, copies of all responses to requests for production of documents shall be provided to the Commission staff at its Tallahassee office unless otherwise agreed.

Unless subsequently modified by the Prehearing Officer, the following shall apply:

(1) Interrogatories, including all subparts, shall be limited to 200.
(2) Requests for production of documents, including all subparts, shall be limited to 200.
(3) Requests for admissions, including all subparts, shall be limited to 100.

When a discovery request is served and the respondent intends to seek clarification of any portion of the discovery request, the respondent shall request such clarification within 7 days of service of the discovery request. Further, any specific objections to a discovery request shall be made within 14 days of service of the discovery request. These procedures are intended to reduce delay in resolving discovery disputes.

B. Confidential Information Provided Pursuant to Discovery

Any information provided to the Commission staff pursuant to a discovery request by the staff or any other person and for which proprietary confidential business information status is requested pursuant to Section 366.093, F.S., and Rule 25-22.006, F.A.C., shall be treated by the Commission as confidential. The information shall be exempt from Section 119.07(1), F.S., pending a formal ruling on such request by the Commission or pending return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been made a part of the evidentiary record in this proceeding, it shall be returned to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of this proceeding, it shall be returned to the person providing the information within the time period set forth in Section 366.093, F.S. The Commission may determine that continued possession of the information is necessary for the Commission to conduct its business.

When a person provides information that it maintains as proprietary confidential business information to the Office of Public Counsel pursuant to a discovery request by the Office of Public Counsel or any other party, that party may request a temporary protective order pursuant to Rule 25-22.006(6)(c), F.A.C., exempting the information from Section 119.07(1), F.S.

When a party other than the Commission staff or the Office of Public Counsel requests information through discovery that the respondent maintains as proprietary confidential business information, or when such a party would otherwise be entitled to copies of such information requested by other parties through discovery (e.g., interrogatory responses), that party and respondent shall endeavor in good faith to reach agreement that will allow for the exchange of such information on reasonable terms, as set forth in Rule 25-22.006(7)(b), F.A.C.

VII. Prehearing Procedures

A. Prehearing Statements

All parties in this docket and the Commission staff shall file a prehearing statement pursuant to the schedule set forth in Section X of this Order. The original and seven copies of each prehearing statement shall be filed with the Office of Commission Clerk by 5:00 p.m. on

the date due. A copy of the prehearing statement shall be served on all other parties and staff no later than the date it is filed with the Commission.

Each party's prehearing statement shall set forth the following information in the sequence listed below:

(1) The name of all known witnesses whose testimony has been prefiled or who may be called by the party, along with subject matter of each such witness' testimony;
(2) A description of all prefiled exhibits and other exhibits that may be used by the party in presenting its direct case (including individual components of a composite exhibit) and the witness sponsoring each;
(3) A statement of the party's basic position in the proceeding;
(4) A statement of each question of fact, question of law, and policy question that the party considers at issue, along with the party's position on each issue, and, where applicable, the names of the party's witness(es) who will address each issue. Parties who wish to maintain "no position at this time" on any particular issue or issues should refer to the requirements of subsection C, below;
(5) A statement of issues to which the parties have stipulated;
(6) A statement of all pending motions or other matters the party seeks action upon;
(7) A statement identifying the party's pending requests or claims for confidentiality;
(8) Any objections to a witness' qualifications as an expert. Failure to identify such objection will result in restriction of a party's ability to conduct voir dire absent a showing of good cause at the time the witness is offered for cross-examination at hearing; and
(9) A statement as to any requirement set forth in this order that cannot be complied with, and the reasons therefore.

Failure of a party to timely file a prehearing statement shall be a waiver of any issue not raised by other parties or by the Commission. In addition, such failure shall preclude the party from presenting testimony in support of its position on each such issue.

B. Attendance at Prehearing Conference

Pursuant to Rule 28-106.209, F.A.C., a prehearing conference will be held November 30, 2009, at the Betty Easley Conference Center, 4075 Esplanade Way, Tallahassee, Florida. Unless excused by the Prehearing Officer for good cause shown, each party (or designated representative) shall personally appear at the prehearing conference. Failure of a party (or that party's representative) to appear shall constitute waiver of that party's issues and positions, and that party may be dismissed from the proceeding.

C. Waiver of Issues

Any issue not raised by a party either before or during the Prehearing Conference shall be waived by that party, except for good cause shown. A party seeking to raise a new issue after the Prehearing Conference shall demonstrate each of the following:

(1) The party was unable to identify the issue because of the complexity of the matter.
(2) Discovery or other prehearing procedures were not adequate to fully develop the issue.
(3) Due diligence was exercised to obtain facts touching on the issue.
(4) Information obtained subsequent to the Prehearing Conference was not previously available to enable the party to identify the issue.
(5) Introduction of the issue would not be to the prejudice or surprise of any party.

Specific reference shall be made to the information received and how it enabled the party to identify the issue.

Unless a matter is not at issue for that party, each party shall take a position on each issue by the time of the Prehearing Conference or by such later time as may be permitted by the Prehearing Officer. If a party is unable through diligence and good faith efforts to take a position on a matter at issue for that party, it shall explicitly state in its Prehearing Statement why it cannot take a position. If the Prehearing Officer finds that the party has acted diligently and in good faith to take a position, and further finds that the party's failure to take a position will not prejudice other parties or confuse the proceeding, the party may maintain "no position at this time" prior to hearing and thereafter identify its position in a post-hearing statement of issues. In the absence of such a finding by the Prehearing Officer, the party shall have waived the entire issue, and the party's position shall be shown as "no position" in the Prehearing Order. When an issue and position have been properly identified, any party may adopt that issue and position in its post-hearing statement. Commission staff may take "no position at this time" or a similar position on any issue without having to make the showing described above.

D. Motions to Strike Prefiled Testimony and Exhibits

Motions to strike any portion of the prefiled testimony and related portions of exhibits of any witness shall be made in writing no later than the Prehearing Conference. Motions to strike any portion of prefiled testimony and related portions of exhibits at hearing shall be considered untimely, absent good cause shown.

E. Demonstrative Exhibits

If a party wishes to use a demonstrative exhibit or other demonstrative tools at hearing, such materials must be identified by the time of the Prehearing Conference.

F. Official Recognition

Parties seeking official recognition of materials pursuant to Section 120.569(2)(i), F.S., shall notify all other parties and staff in writing no later than two business days prior to the first scheduled hearing date. Such notification shall identify all materials for which the party seeks official recognition, and to the extent such materials may not be readily available to all parties, such materials shall be provided along with the notification.

VIII. Hearing Procedures

A. Attendance at Hearing

Unless excused by the Presiding Officer for good cause shown, each party (or designated representative) shall personally appear at the hearing. Failure of a party, or that party's representative, to appear shall constitute waiver of that party's issues, and that party may be dismissed from the proceeding.

Likewise, all witnesses are expected to be present at the hearing unless excused by the Presiding Officer upon the staff attorney's confirmation prior to the hearing date of the following:

(1) All parties agree that the witness will not be needed for cross examination.
(2) All Commissioners assigned to the panel do not have questions for the witness.

In the event a witness is excused in this manner, his or her testimony may be entered into the record as though read following the Commission's approval of the proposed stipulation of that witness' testimony.

B. Cross-Examination

The parties shall avoid duplicative or repetitious cross-examination. Further, friendly cross-examination will not be allowed. Cross-examination shall be limited to witnesses whose testimony is adverse to the party desiring to cross-examine. Any party conducting what appears to be a friendly cross-examination of a witness should be prepared to indicate why that witness's direct testimony is adverse to its interests.

C. Use of Confidential Information at Hearing

It is the policy of this Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 366.093, F.S., to protect proprietary confidential business information from disclosure outside the proceeding. Therefore, any party wishing to use any proprietary confidential business information, as that term is defined in Section 366.093, F.S., at the hearing shall adhere to the following:

(1) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the court reporter, in red envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.

(2) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise confidentiality. Therefore, confidential information should be presented by written exhibit when reasonably possible.

At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the court reporter shall be retained in the Office of Commission Clerk's confidential files. If such information is admitted into the evidentiary record at hearing and is not otherwise subject to a request for confidentiality filed with the Commission, the source of the information must file a request for confidential classification of the information within 21 days of the conclusion of the hearing, as set forth in Rule 25-22.006(8)(b), F.A.C., if continued confidentiality of the information is to be maintained.

IX. Post-Hearing Procedures

If the Commission (or assigned panel) does not render a bench decision at the hearing, it may allow each party to file a post-hearing statement of issues and positions pursuant to the schedule set forth in Section X of this Order. In such event, a summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position. However, the position must be reduced to no more than 50 words. If a post-hearing statement is required and a party fails to file in conformance with the rule, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, F.A.C., a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 40 pages and shall be filed at the same time, unless modified by the Presiding Officer.

X. Controlling Dates

The following dates have been established to govern the key activities of this case:

(1)	Utility's testimony and exhibits	September 18, 2009
(2)	Intervenors' testimony and exhibits	October 26, 2009
(3)	Staff's testimony and exhibits, if any	November 6, 2009

(4)	Rebuttal testimony and exhibits	November 13, 2009
(5)	Prehearing Statements	November 16, 2009
(6)	Prehearing Conference	November 30, 2009
(7)	Discovery deadline	December 11, 2009
(8)	Hearing	December 16, 2009
(9)	Briefs	January 5, 2010

In addition, all parties should be on notice that the Prehearing Officer may exercise the discretion to schedule additional prehearing conferences or meetings of the parties as deemed appropriate. Such meetings will be properly noticed to afford the parties an opportunity to attend.

Based upon the foregoing, it is

ORDERED by Commissioner Nathan A. Skop, as Prehearing Officer, that the provisions of this Order shall govern this proceeding unless modified by the Commission.

By ORDER of Commissioner Nathan A. Skop, as Prehearing Officer, this 8th day of October, 2009.

NATHAN A. SKOP
Commissioner and Prehearing Officer

(SEAL)

JSB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

Appendix A

TENTATIVE LIST OF ISSUES

Issue 1: Is there a need for the proposed biomass-fired electric generating facility at the Gainesville Renewable Energy Center, taking into account the need for electric system reliability and integrity, as this criterion is used in section 403.519, Florida Statutes?

Issue 2: Is there a need for the proposed biomass-fired electric generating facility at the Gainesville Renewable Energy Center, taking into account the need for adequate electricity at a reasonable cost, as this criterion is used in section 403.519, Florida Statutes?

Issue 3: Is there a need for the proposed biomass-fired electric generating facility at the Gainesville Renewable Energy Center, taking into account the need for fuel diversity and supply reliability, as this criterion is used in Section 403.519, Florida Statutes?

Issue 4: Are there any conservation measures taken by or reasonably available to GRU which might mitigate the need for the proposed combined cycle conversion project at the Gainesville Renewable Energy Facility?

Issue 5: Is the proposed biomass-fired electric generating facility at the Gainesville Renewable Energy Center the most cost-effective alternative available, as this criterion is used in section 403.519, Florida Statutes?

Issue 6: Based on the resolution of the foregoing issues, should the Commission grant the petition to determine the need for the proposed biomass-fired electric generating facility at the Gainesville Renewable Energy Center?

Issue 7: Should this docket be closed?

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to modify Tariff Sheet Nos. 4.113 and 4.122 regarding conversion of and construction of underground residential facilities by Progress Energy Florida, Inc.	DOCKET NO. 080719-EI ORDER NO. PSC-09-0697-CO-EI ISSUED: October 20, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0650-TRF-EI, issued September 25, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0650-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 20th day of October, 2009.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

ARW

DOCUMENT NUMBER-DATE
10704 OCT 20 8
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.	DOCKET NO. 090166-EQ ORDER NO. PSC-09-0698-CO-EQ ISSUED: October 20, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0634-TRF-EQ, issued September 17, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0634-TRF-EQ has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 20th day of October, 2009.

Ann Cole

ANN COLE
Commission Clerk

(SEAL)

JEH

DOCUMENT NUMBER-DATE
10705 OCT 20 09
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revisions to long-term rental agreement for distribution substation facilities by Florida Power & Light Company.	DOCKET NO. 090407-EI ORDER NO. PSC-09-0727-TRF-EI ISSUED: November 3, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING REVISION OF LONG-TERM RENTAL AGREEMENT FOR DISTRIBUTION SUBSTATION FACILITIES

BY THE COMMISSION:

By Order No. 21855, we approved Florida Power & Light Company's (FPL) proposed new Long-Term Substation Rental Agreement (Rental Agreement) for distribution substation facilities.[1] Some large power users require a dedicated substation to serve their load in the most efficient and economical manner. The customer may build and own his own substation. If the customer does not want to be responsible for building and maintaining an electrical substation, the Rental Agreement provides an option to use a substation owned by the utility. Currently, FPL has this Rental Agreement in place with seven customers.

The Rental Agreements are for a term of twenty years. The existing tariff language is silent on the renewal or extension of a contract. FPL is requesting permission to modify the existing Rental Agreement to add subsequent extension periods of five years, or sixty months. By Order PSC-09-0557-PAA-EI, we approved a limited extension to FPL's current contract with Tropicana Products, Inc, pending approval of revised tariff language addressing renewals.[2]

We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

The currently-effective substation Rental Agreement states that the term of the Agreement is for twenty years. FPL is seeking to modify the agreement to include subsequent extension periods in increments of five years.

[1] Issued September 8, 1989, in Docket No. 890760-EI, In re: Petition of Florida Power and Light Company for approval of long-term rental agreement for distribution substation facilities.

[2] Issued August 8, 2009, in Docket No. 090338-EI, In re: Request for short term extension of substation rental agreement with Tropicana Products, Inc., by Florida Power & Light. The order was consummated and made final by Order No. PSC-09-0630-CO-EI, issued September 17, 2009.

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FPSC-COMMISSION CLERK

The existing tariff specifically states how the monthly rental amount is to be calculated for new contracts. It also addresses termination of a contract prior to the twenty-year term. The tariff is silent on what happens at the expiration of the initial contract, if the customer wishes to renew the agreement for the existing facilities. This oversight in the tariff language came to light when an existing contract came up for renewal.

Since the existing tariff does not specifically address renewals, the only option is to sign a new agreement. Under the current tariff, at the expiration of each customer's Rental Agreement, FPL would recalculate the customer's monthly rental payments, based on the current replacement value of the facilities, even though no new investment is required. For most rental customers, monthly rental payments would significantly increase based upon this calculation.[3] The underlying cause of this is the cost of distribution substation facilities, which have more than doubled over the last 20 years. FPL states that this increase to the rental customers' monthly payment after the initial 20 year term is unnecessary for the company to recover its costs for in-place equipment. The proposed remedy is to allow subsequent five-year extensions of the Rental Agreement, with monthly payments calculated based upon the net book value of the rental facilities. In addition, the proposed modification allows for the costs for any necessary addition to the rental facilities to be incorporated into the in-place value of the rental facilities, as well as incorporated into the rental customer's monthly payments. This same updating provision can be found in Tariff Sheet No. 9.750 to 9.751, which have previously been approved by this Commission.

There are advantages to both FPL and the customer from the proposed modification. If the Rental Agreement is continued past its initial term, FPL avoids potentially stranding the investment in the existing substation, which may not immediately be needed, or appropriately placed, to serve other loads. This avoids the potential for shifting these costs to FPL's other ratepayers. The customer also benefits through the ability to continue to use the facilities, without a substantial increase in costs.

We find that the addition of a subsequent extension period is appropriate. It is reasonable to assume that continuation of a lease for in-place equipment would have different cost characteristics than an agreement for completely new facilities. Agreement renewals are not addressed in the current tariff, and FPL has filed revised Tariff Sheet No. 9.730, 9.731, and 10.015, reflecting the above revisions. We have reviewed the proposed factors to be used for calculating the charges for the extension periods, and they appear to be reasonable.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's proposed revision to its Long-Term Rental Agreement for Distribution Substation Facilities is hereby approved. It is further

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[3] Docket no. 090407, In re: Florida Power & Light Company, Petition for Approval of Revisions to Long Term Rental Agreement for Distribution Substation Facilities, Petition for Approval of Revisions to Long Term Rental Agreement for Distribution Substation Facilities.

ORDERED that if a protest is filed within 21 days of the issuance of the order, the proposed term modification shall remain in effect pending resolution of the protest. It is further

ORDERED that if no person whose substantial interests are affected requests a hearing to address this matter, then this docket shall be closed upon the issuance of a consummating order.

By ORDER of the Florida Public Service Commission this 3rd day of November, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on November 24, 2009.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended standard offer contract and retirement of COG-2 rate schedule, by Progress Energy Florida.	DOCKET NO. 090162-EQ ORDER NO. PSC-09-0737-TRF-EQ ISSUED: November 5, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING STANDARD OFFER CONTRACT AND ASSOCIATED TARIFF FILED BY PROGRESS ENERGY FLORIDA, INC.

BY THE COMMISSION:

Background

Since January 1, 2006, each investor-owned electric utility (IOU), as well as each electric municipal utility subject to the Florida Energy Efficiency and Conservation Act (FEECA),[1] has been required to continuously offer to purchase capacity and energy from specific types of renewable sources. Section 366.91(3), Florida Statutes (F.S.), specifies that the contracts for purchase must be based on the utility's full avoided cost as defined in Section 366.051, F.S., and provide a term of at least ten years. Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statutes.

On April 1, 2009, Progress Energy Florida, Inc. (PEF or Company) filed its petition for approval of an amended standard offer contract and accompanying tariff COG-2 rate schedule, based on the Ten Year Site Plan for 2009-2018. PEF has identified a single fossil-fueled generating technology in its 2009 Ten-Year Site Plan as a unit available to be avoided. The unit is Suwannee Peaker Unit 4, a 178 megawatt (MW) natural gas-fired combustion turbine with a projected in-service date of June 1, 2014.

Based upon our August 18, 2009, post-hearing decision relating to PEF's 2007 and 2008 standard offer contracts, PEF filed a revision to its petition on August 21, 2009.[2]

[1] Sections 366.80-366.85 and 403.519, F.S.

[2] See Order No. PSC-09-0643-FOF-EI, issued September 22, 2009, in Docket No. 070235-EQ, In re: Petition for approval of standard offer contract for purchase of firm capacity and energy from renewable energy producer or qualifying facility less than 100 k W tariff, by Progress Energy Florida, Inc.; and Docket No. 080501-EQ, In re: Petition for waiver of Rule 25-17.250(1) and (2)(a), F.A.C., which requires Progress Energy Florida to have a standard offer contract open until a request for proposal is issued for same avoided unit in standard offer contract, and for approval of standard offer contract.

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FPSC-COMMISSION CLERK

We have jurisdiction over this matter pursuant to Sections 366.04 through 366.06, 366.91, and 366.92, Florida Statutes (F.S.).

Approval of Standard Offer Contract and Associated Tariff

Because PEF is an IOU, Rule 25-17.250(1) F.A.C., requires PEF to continuously make available a standard offer contract for purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities. In its 2009 Ten-Year Site Plan, PEF has identified a single type of generating unit capable of being avoided. The first unit able to be avoided is Suwannee Peaker Unit 4, a 178 MW summer capacity combustion turbine with an in-service date of June 1, 2014. All other units in PEF's Ten-Year Site Plan are either already under construction, have received a determination of need, or are of the same technology type with an in-service date later than 2014.

Original Standard Offer Filing

The original petition filed on April 1, 2009, contains a standard offer contract and related renewable energy tariff that reflects the avoided unit, Suwannee Peaker Unit 4. Several tariff sheets were modified to reflect changes in contract language, correction of scrivener's errors, or rearrangement of sections within the standard offer contract.

As required by Rule 25-17.0832(4)(e), F.A.C., PEF included in its original standard offer contract the minimum specifications for the new avoided unit, which included the name of the avoided unit, Suwannee Peaker Unit 4, and various information, such as unit capacity, performance standards, in-service date, and the date on which the standard offer contract expires. In addition, the accompanying rate schedule COG-2 includes the required examples of capacity payments, estimated as-available energy and fuel costs, and sufficient information on the value of deferral to allow renewable providers to calculate various payment options.

Rule 25-17.0832(4)(b), F.A.C., provides that the rates, terms, and other conditions of each utility's standard offer contracts must be based on and equal to the avoided unit's. This is required for the economic assumptions, as well as technical assumptions, such as the unit's availability. The contract lists an availability of 94 percent as the threshold for full capacity payments, based upon the avoided unit's availability, with a sliding scale providing for some reduced capacity payments beginning at a minimum of 74 percent availability.

We find that these provisions are in compliance with Rules 25-17.200 through 25.17-310, F.A.C.

Modified Standard Offer Provisions

As previously mentioned, PEF filed a revision to its original petition on August 21, 2009, in compliance with Order No. PSC-09-0643-FOF-EI. The revised tariff sheet is detailed below.

Rule 25-17.280, F.A.C., provides that all tradable renewable energy credits (TRECs) are the exclusive property of the renewable generator. In light of our decision, PEF removed

language on Sheet No. 9.417 providing it with the right of first refusal of TRECs, which now reads:

> 6.2 Ownership and Offering For Sale Of Renewable Energy Attributes
>
> The RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.

All other components of the standard offer contract were unchanged from the original April 1, 2009, filing. We find that this provision is in compliance with our decision in Order No. PSC-09-0643-FOF-EI.

Conclusion

The standard offer contract and accompanying tariff submitted by PEF conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. PEF has filed tariff sheets that reflect the economic and technical considerations of the new avoided unit, as well as revising contract language as appropriate. PEF has also complied with prior Commission decisions regarding the right of first refusal of TRECs. We, therefore, find that the standard offer contract and associated tariff, as revised on August 21, 2009, is hereby approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida, Inc.'s standard offer contract and related tariff, as revised on August 21, 2009, complies with Rules 25-17.200 through 25-17.310, F.A.C., and Order No. PSC-09-0643-FOF-EI, and is hereby approved. It is further

ORDERED that, if no person whose substantial interests are affected requests a hearing to address this matter, then Docket No. 090162-EQ shall be closed upon the issuance of a consummating order, and the standard offer contract filed by PEF shall be effective as of the date of our vote. It is further

ORDERED that if a protest is filed within 21 days of the issuance of the order, the tariffs shall remain in effect pending resolution of the protest. Potential signatories to the standard offer contract are hereby on notice that PEF's tariffs and standard offer contract may be subject to a request for hearing, and if a hearing is held, may subsequently be revised.

By ORDER of the Florida Public Service Commission this 5th day of November, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on November 26, 2009.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF STAFF WORKSHOP

TO

ALL INTERESTED PERSONS

UNDOCKETED

IN RE: JANUARY 1992 GRAND JURY REPORT AND RULE 25-22.033, FLORIDA ADMINISTRATIVE CODE, COMMUNICATIONS BETWEEN COMMISSION EMPLOYEES AND PARTIES

ISSUED: November 13, 2009

NOTICE is hereby given that the staff of the Florida Public Service Commission will conduct a workshop, to which all persons are invited, at the following time and place:

November 24, 2009, 9:30 a.m.
Room 148, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, FL 32399-0862

Staff will conduct a two-part workshop. Part I of the workshop will be a discussion of the January 15, 1992, Interim Report of the Tenth Statewide Grand Jury: Regulating Utilities – Recommendations to Enhance the Integrity of the Process. During Part II of the workshop, staff will receive comments on whether amendments should be made to Rule 25-22.033, F.A.C., Communications Between Commission Employees and Parties. One or more Commissioners may be in attendance and participate at the workshop.

A copy of the agenda for the workshop is attached. Attached to the agenda are the 1992 Grand Jury Interim Report; and Rule 25-22.033, Florida Administrative Code, Communications Between Commission Employees and Parties.

If you wish to comment but cannot attend the workshop, please submit your comments by December 9, 2009, to Samantha Cibula, Office of the General Counsel, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0852, or at scibula@psc.state.fl.us. Ms. Cibula can be contacted at (850) 413-6199.

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida

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Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this 13th day of November, 2009.

ANN COLE
Commission Clerk

(SEAL)

SMC

AGENDA

RE: COMMISSION STAFF WORKSHOP ON JANUARY 1992 GRAND JURY REPORT AND RULE 25-22.033, FLORIDA ADMINISTRATIVE CODE, COMMUNICATIONS BETWEEN COMMISSION EMPLOYEES AND PARTIES

November 24, 2009 – 9:30 a.m.
Room 148, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399

PART I: JANUARY 15, 1992, INTERIM REPORT OF THE TENTH STATEWIDE GRAND JURY: REGULATING UTILITIES – RECOMMENDATIONS TO ENHANCE THE INTEGRITY OF THE PROCESS

The 1992 Interim Report of the Statewide Grand Jury, Attachment A, identified a number of issues pertaining to the manner in which utilities communicate with the Commission and recommended certain changes to the Legislature to enhance the integrity of the regulatory process. Although the Statewide Grand Jury submitted the Interim Report in 1992, many of the issues raised in the report may be relevant today. Sections A through E below are the issues identified by the Statewide Grand Jury in its Interim Report. Under each section, Commission staff has set forth discussion points that staff would like interested persons to provide comment on at the workshop.

A. The current prohibition against ex parte communications in section 350.042, Florida Statutes, only applies to Commissioners.

- Does subsection (5) of Rule 25-22.033, Florida Administrative Code, which prohibits Commission employees from directly or indirectly relaying to a Commissioner any ex parte communication, sufficiently address this issue?

- If not, what amendments to Rule 25-22.033, Florida Administrative Code, should the Commission consider implementing to address this issue? [See also Part II of this workshop agenda]

B. The penalties for violation of section 350.042(6), Florida Statutes, which requires Commissioners to report receiving ex parte communications, are insufficient or nonexistent because the section does not address Commissioners initiating or knowingly

and willingly receiving ex parte communications nor utilities initiating ex parte communications.

- Since the Interim Report, section 350.042(7)(b), Florida Statutes, was amended to address Commissioner violations of ex parte restrictions. Does the current statute sufficiently address the issue raised by the Grand Jury?

- Section 350.042(7)(d), Florida Statutes, was amended to address other persons who violate ex parte restrictions. Does the current statute sufficiently address the issue raised by the Grand Jury?

- On page 4 of the Interim Report, the Grand Jury sets forth recommended penalties for a utility's violation of ex parte prohibitions. Does the Commission have the statutory authority to implement rules to impose fines on a utility for ex parte violations?

C. There needs to be ex parte restrictions in rulemaking proceedings.

- Should there be ex parte communication restrictions in rulemaking proceedings? [See also Part II of this workshop agenda]

- Would restricting ex parte communications in rulemaking proceedings require a statutory change?

D. There is insufficient communication with the Office of Public Counsel.

- Section 120.525, Florida Statutes, requires all notices of public meetings, hearings, and workshops to be published in the Florida Administrative Weekly and on the agency's website not less than 7 days before the event. Does this section provide sufficient notice of meeting, hearings, and workshops to the Office of Public Counsel and the public?

- On page 3 of the Interim Report, the Grand Jury recommends statutory changes to notify the Office of Public Counsel of meetings, written correspondence, etc. Does Rule 25-22.033, Florida Administrative Code, address these recommendations? If not, what additional procedures should the Commission consider implementing? [See also Part II of the workshop agenda]

E. There is currently no statutory provision requiring Commissioners to rule on confidentiality issues in a timely manner.

- Is the Commission's current rule on Confidential Information, Rule 25-22.006, Florida Administrative Code, sufficient to address requests for confidential classification of documents?

- If not, should the Commission initiate rulemaking to explore whether changes need to be made to the rule?

PART II: RULE 25-22.033, FLORIDA ADMINISTRATIVE CODE, COMMUNICATIONS BETWEEN COMMISSION EMPLOYEES AND PARTIES

Rule 25-22.033, Attachment B, is the Commission rule pertaining to communications between Commission employees and outside entities. Below is a list of issues identified by staff in regard to the rule that staff would like interested persons to provide comment on at the workshop.

A. Can and should the rule be amended to apply to Commissioners? If so, how should the rule be amended to apply to Commissioners?

B. Should the rule be amended to specifically address Commissioner advisors? If so, should the rule differentiate between Commissioner advisors and Commission staff?

C. The rule currently requires that all scheduled meetings and conference calls be noticed. Should the rule be amended to require notice of one-on-one discussions as well?

D. Should some or all of the exemptions in subsection (2) of the rule (set forth below) be eliminated?

- Rulemakings
- Declaratory statements
- Staff-assisted rate cases
- Proposed agency actions
- Non-rate case tariffs
- Workshops
- Internal Affairs
- Audits
- Telephone service evaluations
- Electric and gas safety inspections

E. Should the rule be amended to require notices of informal meetings between Commission staff and outside entities be posted on the Commission's website? Does the

Commission's practice of posting on its calendar informal meetings between Commission staff and outside entities provide sufficient notice?

F. What, if any, additional communication should be committed to writing?

G. Workshop participants' suggestions on other potential amendments to the rule.

NEXT STEPS:

- Written comments should be submitted to Samantha Cibula, Office of the General Counsel, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0853, or at scibula@psc.state.fl.us by December 9, 2009. All written comments and the transcript of this workshop will be posted on the Commission's website, www.floridapsc.com, by December 18, 2009.

- Commission staff will review all the comments and draft amendments to Rule 25-22.033, Florida Administrative Code, and any other applicable rules.

- A Commission workshop will be scheduled to discuss the potential rule amendments. The workshop notice will appear in the Florida Administrative Weekly and posted on the

- Commission's website.

Report of the Statewide Grand Jury

REGULATING UTILITIES
January 15, 1992
IN THE SUPREME COURT OF THE STATE OF FLORIDA -- CASE NUMBER 78,035
Interim Report #1
INTERIM REPORT OF THE TENTH STATEWIDE GRAND JURY REGULATING UTILITIES - RECOMMENDATIONS TO ENHANCE THE INTEGRITY OF THE PROCESS
(This document has been re-formatted for the Internet)

I. INTRODUCTION

We, the members of the Tenth Statewide Grand Jury, hereby submit an interim report concerning the statutory requirements governing communications between regulated utilities and the government entity charged with the responsibility of regulating those utilities, the Florida Public Service Commission (PSC).

During the course of our investigation into the activities of a regulated utility, it became apparent that the manner in which utilities communicate with the PSC is in need of reform. Although the investigation of the utility is not yet complete, we have gathered enough information to recommend changes in the legislative and procedural rules currently governing ex parte communications.

The witnesses who have appeared before us to date include a member of the Public Service Commission, a commissioner's aide and several past and present employees of the Commission. We also heard from representatives of the Office of Public Counsel and an employee of a utility who holds a position which requires frequent contact with the Commission.

Although the witnesses did not all agree with every recommendation that appears in this report, they all agreed to the one factual finding that led us to write it: regulated utilities with the financial resources to hire the necessary staff often meet alone (ex parte) with individual commissioners, commissioner's aides or PSC staff to discuss regulatory issues.

Without the cooperation and suggestions of many of the witnesses who agreed on that one pertinent fact, this report would not have been possible.

This report is not intended to be critical of any individual, public official or government entity, rather our criticisms are directed to the process itself. This report addresses the issue of ex parte communication and its impact on the integrity of the regulatory process.

II. ISSUES

A. Current statutory prohibition applies only to commissioners

The only time a commissioner is statutorily prohibited from meeting privately with a representative of a regulated utility is when the communication involves a pending issue that is already before the PSC or which will soon be before the Commission as part of a formal docket. This sole statutory provision fails to place any restrictions on the ability of regulated utilities to communicate privately with commissioners' aides or other PSC staff:

A commissioner should accord to every person who is legally interested in a proceeding, or his lawyer, full right to be heard according to law, and, except as authorized by law, shall neither initiate nor consider ex parte communications concerning the merits, threat, or offer of reward in any proceeding other than a proceeding under s. 120.54 or s. 120.565, workshops, or internal affairs meetings. No individual shall discuss ex parte with a commissioner the merits of any issue that he knows will be filed with the commission within 90 days. The provisions of this subsection shall not apply to commission staff.

Section 350.042 (1), Florida Statutes (emphasis added).

This statute does not prohibit aides and other staff from sharing verbatim the content of ex parte communication with each commissioner. The Commission or individual commissioners may from time to time decide at their own discretion to restrict the flow of communication. It is our understanding that some aides to commissioners currently refuse to act as a conduit for ex parte communication. While this is laudable, it is an inadequate and piecemeal approach to the problem. There is nothing to prevent a commissioner's aide or any member of the PSC staff from being used as a conduit for what would otherwise be prohibited communication if he or she chooses to be used in that manner. The only permanent solution is to strengthen the statute and then vigorously enforce it.

The problem is not addressed entirely by prohibiting aides and other staff from being used as direct conduits to commissioners. Even if they do not directly share ex parte communication received from regulated utilities, it may be included in recommendations made by staff to the commission.

B. Penalties for violation insufficient or nonexistent

The current statute prohibiting ex parte communication includes a penalty to be imposed on any commissioner who fails to report receiving the communication:

Any commissioner who knowingly fails to place on the record any such communications, in violation of the section, within 15 days of the date of such communication is subject to removal and may be assessed a civil penalty not to exceed $5000.

Section 350.042(6), Florida Statutes.

Unfortunately, the above statutory provision fails to impose any penalty if a commissioner initiates prohibited ex parte communication with a utility, or knowingly and willingly receives such information from the utility. The penalty is only imposed if the commissioner fails to report having received it. Perhaps the most glaring omission in the statute is the fact that no penalty is imposed upon a utility initiating prohibited ex parte communication.

C. Ex parte restrictions on rulemaking function needed

There are no statutory restrictions on ex parte communications concerning the rulemaking function as opposed to the ratemaking function of the Commission. The above statutory provision specifically exempts the rulemaking proceedings found in Section 120.54 or Section 120.565, Florida Statutes, from the ex parte communication prohibition. Yet, the rules promulgated by the PSC can and often do have a direct impact on ratemaking.

For example, Public Service commission Rules set measurable standards for the quality of service provided by regulated utilities. Quality of service is one of the factors considered when the Commission sets the allowable rate of return on equity for each regulated utility. Therefore, a change in the rules governing the quality of service may have a direct impact on the Commission's ratemaking decisions.

The following excerpt from the statute governing telephone companies provides another example of the relationship between the rulemaking and ratemaking functions of the Commission:

Each local exchange telecommunications company regulated pursuant to this section shall file with the commission every 4 years or 4 years after the company's most recent proceeding conducted under this section, a report consisting of, at a minimum, the modified minimum filing requirements then required by the commission by rule for rate review proceedings held pursuant to this section.

Section 364.035 (3), Florida Statutes (emphasis added).

The above excerpt from Chapter 364 states that the Commission sets the modified minimum filing requirement rules for telephone companies. It also states that the information required by those PSC rules is then used as part of the "rate review" process. This clearly demonstrates that the rulemaking and ratemaking functions cannot be separated because they bleed into one another. Commissioners cannot be expected to close their ratemaking ears while being privately persuaded by a well-paid representative of a regulated utility concerning a rulemaking matter. Ex parte communication concerning either of these two Commission responsibilities should be prohibited because the two functions form an artificial dichotomy without a boundary.

This direct, unfettered and frequently undocumented one-to-one access to the PSC occurs despite the fact that commissioners are supposed to be neutral "judges" or decision-makers who reach their regulatory decisions only after hearing from all interested parties and weighing the evidence presented by each of them. Aside from the regulated utilities, the interested parties most affected by the decisions made by the commissioners and their staff are the citizens who use and pay for water, sewer, electricity and telephone service. The amount paid for those regulated services is ultimately determined by the five members of the Public Service Commission.

D. Insufficient communication with Office of Public Counsel

The government entity charged with the responsibility of representing the interests of individual utility customers is the Office of Public Counsel. That office does not have the staff or the sources equal to one major utility, much less the myriad of regulated utilities that may have daily access to commissioners, their aides and other PSC staff.

There is no systematic mechanism whereby the Office of Public Counsel is given the opportunity to be aware of and respond to the information provided during private communications between the regulator and regulated

utilities. We believe that the creation of such a mechanism should be required and made a part of the provisions of Chapter 350 of the Florida Statutes.

III. LEGISLATIVE RECOMMENDATIONS

Due to the specific nature of our first recommendation, we have divided it into two subsections. The "general rule" subsection is a general requirement that could readily be incorporated into Chapter 350 of the Florida Statutes. The "procedure" subsection applies to all communication between representatives of the PSC and regulated utilities. The following recommendations are being submitted because we believe, if implemented, they will help ensure that the interests of the people of the State of Florida are represented in a fair and equitable manner before the Public Service Commission.

A. Communications between regulated utilities and representatives of the PSC

1. General Rule

Any communication between a regulated utility and any representative of the Public Service Commission concerning any regulatory function should be open and advance notification should be given to the Office of Public Counsel, with the following exceptions: (1) written correspondence; (2) communication related to a documented emergency; and (3) communication related to a brief, unscheduled follow-up to a previously scheduled meeting or previously scheduled telephone conference call.

With regard to written correspondence, a copy of all such correspondence must be provided to Public Counsel at the same time it is provided to the PSC. A written summary of communication related to a documented emergency, and communication related to a brief, unscheduled follow-up to a previously scheduled meeting or previously scheduled conference call should be provided to Public Counsel within ten working days after the communication.

These same requirements regarding open communication and advance notification should also apply to any similar communication between the Office of Public Counsel and the PSC concerning any regulatory function directly concerning a regulated utility.

2. Procedure

a. With the exception of documented emergencies that cannot be scheduled in advance, Public Counsel should be notified in writing at least five working days prior to meetings and/or conference calls between any representative of the PSC and any representative of a utility. Public Counsel should have the option of participating in said communication for the purpose of questioning and/or directly responding to the communication.

b. Written correspondence between a utility and any representative of the PSC should be provided to Public Counsel at the same time it is provided to the PSC representative.

c. The substance of emergency meetings and conference calls should be documented in written memoranda provided to Public Counsel no later than ten working days following the meeting or conference call.

d. The five-day notice requirement should not apply to Public Service Commission staff, or utility staff required to initiate or receive brief, unscheduled communication, such as additional information that may be needed after the completion of an audit.

If only a small amount of follow-up information is required, as opposed to an actual audit, monitoring session or formal face-to-face meeting, a written memorandum explaining the purpose, date and content of the communication should be prepared and a copy provided to Public Counsel within five working days of the date of the communication. The PSC staff member initiating and/or receiving the above communication should be responsible for preparing the written memorandum and forwarding it to Public Counsel.

e. Public Counsel should have the option of preparing a written response to any of the above communication within ten working days of receiving it. The written response should become part of the written record to be considered prior to the time the Commission makes any decision concerning any rulemaking or ratemaking issue in any way related to the communication.

f. Some communication such as trade secrets or other proprietary information provided by regulated utilities may legitimately be confidential. Material claimed to be confidential should be made available to Public Counsel, prior to a ruling as to its confidentiality, if a nondisclosure agreement is executed.

We are aware that the duties of some PSC employees require them to be in frequent contact with regulated utilities, and for that reason they may consider some of the above recommendations to be unduly burdensome. In response to that concern, other interested parties have been eliminated from the recommended advance notification requirement in order to relieve some of the burden of frequently communicating with a large number

of parties. It will also avoid problems that may arise when discussing materials that have been deemed to be confidential.

However, it is not unreasonable to require PSC employees to prepare and maintain a written summary of regulatory communications with regulated utilities. The act of memorializing communication of this type is a regular business practice in the modern world. If taking out information claimed to be confidential is too burdensome, it should be possible to develop a standard non-disclosure form to be executed by Public Counsel prior to reviewing the summary. A summary memorandum format can be developed and made accessible on each computer terminal, along with a standard form for those employees who may not have access to a computer. It should minimally include date, time, name of utility representative, name of PSC employee and a summary of the content and purpose of the communication. Written summaries can be made immediately available to Public Counsel, and then to all interested parties once confidentiality issues have been addressed.

B. Confidentiality rulings

There is currently no statutory provision requiring commissioners to rule on confidentiality issues in a timely manner. A utility that makes a confidentiality claim regarding company records does not have to make any of those records public until the Commission rules and the process of appeal has been exhausted. While non-disclosure agreements may be executed to allow interested parties to have access to the materials claimed to be confidential, the free flow of information may be hindered if the Commission does not decide in a timely manner whether it can make information supplied by a utility available to the public. Confidentiality rulings should be issued by the Commission within 10 working days of the claim in order to ensure the earliest possible public access to regulatory information.

C. Penalties

The current statute prohibiting certain ex parte communication fails to provide any penalty for utilities who violate the prohibition. A penalty in direct proportion to the size and resources of a regulated utility should be imposed if the utility initiates prohibited ex parte communication with any representative of the Public Service Commission. Since a monetary fine of a few hundred dollars would be nothing more than a gentle slap on the wrist to a utility whose regulated rate of return may be several hundred million dollars, the penalty needs to be large enough to get the attention of the offending utility.

An appropriate penalty should be based on the regulated yearly rate of return received by the utility. For example, one basis point or one-tenth of one percent of the yearly rate of return on equity. That would be equivalent to a fine of $ 20 imposed on an individual earning $ 20,000 per year. The fine for a company generating a regulated rate of return of $100 million per year would be $100,000. Intentional violation of the ex parte prohibition should include a criminal as well as a civil penalty.

In addition to the penalty imposed in the statute, a commissioner should be penalized for initiating or knowingly and willingly receiving prohibited ex parte communication.

IV. CONCLUSION

These are recommendations. We do not presume to suggest that we have all the answers or all the possible solutions to the problem. We do believe the specific recommendations we have made are a good starting point from which legislation closing the gaps in the ex parte section of Chapter 350 of the Florida Statutes can emerge.

While the specific wording of legislation to reform the communications process can and should be vigorously debated, there can be no doubt that reform is necessary. Individuals charged with responsibilities similar to those of a judge must conduct themselves in a manner that exhibits fairness. A judge cannot meet with one party alone to discuss an issue of importance if the judge is the final arbiter of that issue. Judges are required to avoid even the appearance of impropriety. Ex parte communication concerning a regulatory function with a representative of a regulated utility not only appears to be improper, it is improper. Moreover, using a third party to receive the prohibited communication does not remove the taint.

The important issues decided by members of the PSC include the interpretation, revision and development of rules related to ratemaking. It is clear that the rulemaking function is an integral part of the ratemaking function. Since they cannot be separated, the procedures normally applied to rulemakers must bow to the requirements applicable to members of the judiciary.

We believe legislative and procedural reforms which address these concerns will help form the foundation necessary to ensure the integrity of the regulatory process.

Respectfully submitted to the Honorable Frederick T. Pfeiffer, Presiding Judge, this _____day of January, 1992.

_____
Herman A. Robandt
Foreperson
Tenth Statewide Grand Jury
of Florida

_____
MELANIE ANN HINES
Statewide Prosecutor
Statewide Grand Jury Legal Adviser

_____
JOHN A. HOAG
Special Assistant Statewide Prosecutor
Assistant Statewide Grand Jury
Legal Adviser

Received in Open Court by the Honorable Frederick T. Pfeiffer this _____ day of January, 1992.

_____
Frederick T. Pfeiffer
Presiding Judge
Tenth Statewide Grand Jury

25-22.033 Communications Between Commission Employees and Parties.

The Commission recognizes that Commission employees must exchange information with parties who have an interest in Commission proceedings. However, the Commission also recognizes that all parties to adjudicatory proceedings need to be notified and given an opportunity to participate in certain communications. The intent of this rule is not to prevent or hinder in any way the exchange of information, but to provide all parties to adjudicatory proceedings notification of and the opportunity to participate in certain communications.

(1) This rule shall govern communications between Commission employees and parties to docketed proceedings before the Commission. This rule shall not apply in proceedings under Sections 120.54, 120.565, 367.0814, Florida Statutes, proposed agency action proceedings before the Commission has voted to issue a proposed agency action order, non-rate case tariffs, workshops or internal affairs meetings. Also exempted are docketed and undocketed audits, telephone service evaluations, and electric and gas safety inspections. Nothing in this rule is intended to modify or supersede the procedural requirements for formal discovery under the Commission's rules and applicable provisions of the Florida Rules of Civil Procedure, or affect communications regarding discovery requests, procedure, or other matters not concerned with the merits of a case.

(2) Written Communications – Notice of any written communication between Commission employees and parties shall be transmitted to all other parties at the same time as the written communication, whether by U.S. Mail or other means.

(3) Scheduled Meetings and Conference Calls – All parties to the proceeding shall be given reasonable notice of the time and place of any scheduled meeting or conference call between Commission employees and parties. For purposes of this subsection, a conference call is defined as a telephone call involving three or more persons.

(4) Response to Communications – Any party to a proceeding may prepare a written response to any communication between a Commission employee and another party. Notice of any such response shall be transmitted to all parties.

(5) Prohibited Communications – No Commission employee shall directly or indirectly relay to a Commissioner any communication from a party or an interested person which would otherwise be a prohibited ex parte communication under Section 350.042, Florida Statutes. Nothing in this subsection shall preclude non-testifying advisory staff members from discussing the merits of a pending case with a Commissioner, provided the communication is not otherwise prohibited by law. However, a staff member who testifies in a case shall not discuss the merits of that case with any Commissioner during the pendency of that case.

Specific Authority 350.01(7), 350.127(2) FS. Law Implemented 120.569, 120.57, 350.042 FS. History–New 3-24-93.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for authority to issue and sell securities during 12 months ending December 31, 2010, pursuant to Section 366.04, F.S. and Chapter 25-8, F.A.C., by Progress Energy Florida, Inc.	DOCKET NO. 090473-EI ORDER NO. PSC-09-0761-FOF-EI ISSUED: November 18, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
NANCY ARGENZIANO
NATHAN A. SKOP
DAVID E. KLEMENT

FINAL ORDER GRANTING APPROVAL FOR AUTHORITY TO ISSUE AND SELL SECURITIES

Pursuant to Chapter 25-8, Florida Administrative Code, and Section 366.04, Florida Statutes, Progress Energy Florida, Inc., formerly Florida Power Corporation (Progress or Company), requests authority to issue, sell or otherwise incur during 2010 (and 2011 with respect to short-term debt securities and obligations), equity securities and short-term and long-term debt securities and other obligations, including, but not limited to, borrowings from banks which are participants in credit facilities Progress may establish from time to time, uncommitted bank facilities and affiliate loans which are available through Progress' utility moneypool facility. The Company also seeks authority to enter into interest rate derivative contracts to remove financial risk associated with its existing and future debt obligations.

The maximum principal amount of short-term securities and obligations proposed to be issued, sold, or otherwise incurred during 2010 and 2011 is $1.0 billion outstanding at any time, including commercial paper, bank loans or moneypool borrowings. The maximum principal amount of equity securities, long-term debt securities and other long-term obligations (exclusive of bank loans issued under the Company's long-term credit facilities) proposed to be issued, sold, or otherwise incurred during 2010 is $1.5 billion.

Progress states that short-term debt securities and obligations may include notes to be sold in the commercial paper market ("commercial paper"), loans from affiliates and bank loans, credit agreements or other forms of securities and debt obligations, with maturities of less than one year.

Progress states that the long-term debt securities and obligations may take the form of first mortgage bonds, debentures, medium-term notes or other notes, loans from affiliates and bank loans, installment contracts, credit agreements, securitization of storm cost and other

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receivables or other forms of securities and debt obligations, whether secured or unsecured, with maturities greater than one year. In addition, Progress may enter into options, rights, interest rate swaps or other derivative instruments. Progress also may enter into installment purchase and security agreements, loan agreements, or other arrangements with political subdivisions of the State of Florida or pledge debt securities or issue guarantees in connection with such political subdivisions' issuance, for the ultimate benefit of Progress, or pollution control revenue bonds, solid waste disposal revenue bonds, industrial development revenue bonds, variable rate demand notes, or other "private activity bonds" with maturities ranging from one to forty years, or bond anticipation notes. Such obligations may or may not bear interest exempt from federal tax.

The equity securities that Progress may issue include cumulative preferred stock, preference stock, or warrants, options or rights to acquire such securities, or other equity securities, with such par values, terms and conditions and relative rights and preferences as are deemed appropriate by the Company and permitted by its Articles of Incorporation, as they may be amended from time to time.

Progress also may enter into preferred securities financings that may have various structures, including a structure whereby the Company would establish and make an equity investment in a special purpose trust, limited partnership or other entity. The entity would offer preferred securities to the public and lend the proceeds to the Company. Progress would issue debt securities to the entity equal to the aggregate of its equity investment and the amount of preferred securities issued. Progress may also guarantee, among other things, the distributions to be paid by the entity to the holders of the preferred securities.

Progress also may enter into nuclear fuel leases and various agreements that provide financial or performance assurances to third parties on behalf of the Company's subsidiaries. These agreements include guarantees, standby letters of credit and surety bonds. The agreements are entered into primarily to support or enhance the credit worthiness otherwise attributed to a subsidiary on a stand-alone basis. Specific purposes of the agreements include supporting payments of trade payables, securing performance under contracts and lease obligations, providing workers' compensation coverage, obtaining licenses, permits and rights-of-way and supporting other payments that are subject to contingencies.

The manner of issuance and sale of securities will be dependent upon the type of securities being offered, the type of transaction in which the securities are being issued and sold and market conditions at the time of the issuance and sale. Securities may be issued through negotiated underwritten public offerings, public offerings at competitive biddings, private sales or sales through agents, and may be issued in both domestic and foreign markets. Credit agreements may be with banks or other lenders. The Company's commercial paper will be for terms up to but not exceeding nine months from the date of issuance. The commercial paper may be sold at a discount, including the underwriting discount of the commercial paper dealer, at rates comparable to interest rates being paid in the commercial paper market by borrowers of similar creditworthiness. Progress plans to refund, retire or redeem from time to time outstanding commercial paper and short-term borrowings, which mature on a regular basis, with

preferred stock, first mortgage bonds, medium-term notes, or other long-term securities and debt obligations.

Contemplated to be included as a long-term or short-term debt securities, as appropriate, are borrowings from banks and other lenders under the Company's credit facilities, as those may be entered into and amended from time to time. Progress' current facility is a $450 million five-year revolving credit agreement with a group of banks. Borrowings under the facility are available for general corporate purposes, including support of the Company's commercial paper program. The current five-year facility will expire on March 28, 2011.

In connection with this application, Progress confirms that the capital raised pursuant to this application will be used in connection with the activities of Progress and not the unregulated activities of its affiliates.

Progress will file a consummation report with the Commission in compliance with Rule 25-8.009, Florida Administrative Code, within 90 days after the close of the 2010 calendar year to report any securities issued during that year.

It appears that Progress has complied with the requirements of Section 366.04, Florida Statutes and Chapter 25-8, Florida Administrative Code, in applying for the authority to issue and sell securities. Therefore, Progress' application is hereby granted.

Our approval of the proposed issuance and/or sale of securities by Progress Energy Florida, Inc. does not indicate specific approval of any rates, terms, or conditions associated with the issuance. Such matters are properly reserved for review by the Commission within the context of a rate proceeding. Our approval of the issuance of securities constitutes approval only as to the legality of the issue. In approving the subject financing, we retain the right to disallow any of the costs incurred for ratemaking purposes.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the application of Progress Energy Florida, Inc. to issue, sell, or otherwise incur during 2010 any combination of equity securities, long-term debt securities and other long-term obligations, is granted. It is further

ORDERED that the maximum principal amount of equity securities, long-term debt securities and other long-term obligations to be issued, sold, or otherwise incurred during 2010 shall be $1.5 billion. It is further

ORDERED that the maximum principal amount of short-term securities and obligations proposed to be issued, sold, or otherwise incurred during 2010 and 2011 shall be $1.0 billion outstanding at any time, including commercial paper, bank loans or moneypool borrowings. It is further

ORDERED that Progress Energy Florida, Inc. shall file a Consummation Report in accordance with Rule 25-8.009, Florida Administrative Code, within 90 days after the end of any fiscal year in which it issues securities. It is further

ORDERED that this docket shall remain open to monitor the issuance and/or sale of securities until Progress Energy Florida, Inc. submits and we have reviewed the Consummation Report, at which time it shall be closed administratively.

By ORDER of the Florida Public Service Commission this 18th day of November, 2009.

ANN COLE
Commission Clerk

(SEAL)

KEF

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Environmental cost recovery clause.	DOCKET NO. 090007-EI ORDER NO. PSC-09-0759-FOF-EI ISSUED: November 18, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
NANCY ARGENZIANO
NATHAN A. SKOP
DAVID E. KLEMENT

APPEARANCES:

JOHN T. BUTLER and R. WADE LITCHFIELD, ESQUIRES, 700 Universe Boulevard, Juno Beach, Florida 33408-0420
On behalf of FLORIDA POWER & LIGHT COMPANY (FPL)

R. ALEXANDER GLENN and JOHN T. BURNETT, ESQUIRES, Progress Energy Service Company, LLC, Post Office Box 14042, St. Petersburg, Florida 33733-4042; GARY V. PERKO, ESQUIRE, Hopping, Green & Sams, P.A., P.O. Box 6526, Tallahassee, Florida 32314-6526
On behalf of Progress Energy Florida, Inc. (PEF)

JAMES D. BEASLEY and LEE L. WILLIS, ESQUIRES, Ausley & McMullen, Post Office Box 391, Tallahassee, Florida 32302
On behalf of Tampa Electric Company (TECO)

JEFFREY A. STONE, RUSSELL A. BADDERS, and STEVEN R. GRIFFIN, ESQUIRES, Beggs & Lane, Post Office Box 12950, Pensacola, Florida 32591-2950
On behalf of Gulf Power Company (Gulf)

JON MOYLE, JR, and VICKI GORDON KAUFMAN, ESQUIRES, 118 North Gadsden Street, Tallahassee, Florida 32312 and JOHN W. McWHIRTER, JR. P.O. Box 3350, Tampa, Florida
On behalf of the Florida Industrial Power Users Group (FIPUG)

PATRICIA A. CHRISTENSEN, JOSEPH A. MCGLOTHLIN, and J.R. KELLY, ESQUIRES, Office of Public Counsel, 111 W. Madison St., Room 812, Tallahassee, Florida 32399-1400
On behalf of the Citizens of the State of Florida (OPC)

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FPSC-COMMISSION CLERK

KAREN S. WHITE, CAPTAIN SHAYLA L. MCNEILL, and CAPTAIN ALLAN JUNGELS, ESQUIRES, AFCESA/ULT, 139 Barnes Drive, Suite 1, Tyndall Air Force Base, Florida 32403
On behalf of the Federal Executive Agencies (FEA)

MARTHA CARTER BROWN and ANNA B. WILLIAMS, ESQUIRES, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the FLORIDA PUBLIC SERVICE COMMISSION (Staff)

MARY ANNE HELTON, Acting General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
Advisor to the Florida Public Service Commission.

FINAL ORDER APPROVING PROJECTED EXPENDITURES AND TRUE-UP AMOUNTS FOR ENVIRONMENTAL COST RECOVERY FACTORS

BY THE COMMISSION:

I. BACKGROUND

As part of our ongoing environmental cost recovery proceedings, a hearing was held on November 2, 2009, in this docket. At the hearing, the parties addressed the issues set out in Order No. PSC-09-0720-PHO-EI, the Prehearing Order. Part II of this Order addresses the stipulated generic issues in the case and Part III addresses the stipulated company-specific issues in the case. We have authority pursuant to Section 366.8255, Florida Statutes (F.S.).

II. STIPULATED GENERIC ENVIRONMENTAL COST RECOVERY ISSUES

A. We approve as reasonable the following final environmental cost recovery true-up amounts for the period ending December 31, 2008:

FPL: $2,694,222 over-recovery.

PEF: $4,320,606 under-recovery.

TECO: $8,112,993 under-recovery.

Gulf: $1,381,411 over-recovery.

B. We approve as reasonable the following estimated environmental cost recovery true-up amounts for the period January 2009 through December 2009:

FPL: $3,602,753 over-recovery.

PEF: $24,065,931 over-recovery.

TECO: $9,279,129 under-recovery.

Gulf: $405,127 over-recovery.

C. We approve as reasonable the following projected environmental cost recovery amounts for the period January 2010 through December 2010:

FPL: $174,734,516.

PEF: $230,703,521.

TECO: $75,435,869.

Gulf: $155,938,965.

D. We approve as reasonable the following environmental cost recovery amounts, including true-up amounts for the period January 2010 through December 2010:

FPL: The total environmental cost recovery amount, adjusted for prior period true-ups and revenue taxes, is $168,558,816.

PEF: $211,110,086.

TECO: The total environmental cost recovery amount, including true-up amounts, for the period January 2010 through December 2010 is $92,894,828 after the adjustment for taxes.

Gulf: Recovery of $154,152,427 (excluding revenue taxes).

E. We approve as reasonable the determination that the depreciation rates to be used to develop the depreciation expense included in the total environmental cost recovery amounts for the period January 2010 through December 2010 shall be the depreciation rates that are in effect during the period the allowed capital investment is in service.

F. We approve as reasonable the following jurisdictional separation factors for the projected period January 2010 through December 2010:

FPL:

Retail Energy Jurisdictional Factor	99.08384%
Retail CP Demand Jurisdictional Factor	99.09394%
Retail GCP Demand Jurisdictional Factor	100.00000%

PEF: The jurisdictional energy separation factor is calculated for each month based on retail kWh sales as a percentage of projected total system kWh sales.

Transmission Average 12 CP demand jurisdictional factor - 68.256%
Distribution Primary demand jurisdictional factor - 99.634%
Jurisdictional Separation Study factors were used for production demand Jurisdictional factor as Production Base – 91.669%,
Production Intermediate – 59.352%, and Production Peaking – 91.716%.
Production A&G – 87.583%.

TECO: The demand jurisdictional separation factor is 96.39735%. The energy jurisdictional separation factors are calculated for each month based on projected retail kWh sales as a percentage of projected total system kWh sales.

Gulf: The demand jurisdictional separation factor is 96.42160%. The energy jurisdictional separation factors are calculated each month based on retail kWh sales as a percentage of projected total territorial kWh sales.

G. We approve as reasonable the following environmental cost recovery factors for the period January 2010 through December 2010:

FPL: Rate Class	Environmental Recovery Factor ($/kWh)
RS-1/RST1	0.00179
GS-1/GST1/WIES1	0.00177
GSD1/GSDT1/HLFT1 (21-499 kW)	0.00157
OS2	0.00188
GSLD1/GSLDT1/CS1/CST1/ HLFT (500-1,999 kW)	0.00153
GSLD2/GSLDT2/CS2/CST2/ HLFT (2,000 +)	0.00140
GSLD3/GSLDT3/CS3/CST3	0.00128
ISST1D	0.00128
ISST1T	0.00115
SST1T	0.00115
SST1D1/SST1D2/SST1D3	0.00128
CILC D/CILC G	0.00136
CILC T	0.00125
MET	0.00171
OL1/SL1/PL1	0.00070
SL2/GSCU-1	0.00130

PEF: The appropriate factors are as follows: *

RATE CLASS	ECRC FACTORS 12CP & 50%AD	ECRC FACTORS 12CP & 25%AD	ECRC FACTORS 12CP & 1/13AD
Residential	0.591 cents/kWh	0.592 cents/kWh	0.593 cents/kWh
General Service Non-Demand			
@ Secondary Voltage	0.584 cents/kWh	0.583 cents/kWh	0.583 cents/kWh
@ Primary Voltage	0.578 cents/kWh	0.577 cents/kWh	0.577 cents/kWh
@ Transmission Voltage	0.572 cents/kWh	0.571 cents/kWh	0.571 cents/kWh
General Service 100% Load Factor	0.567 cents/kWh	0.565 cents/kWh	0.564 cents/kWh
General Service Demand			
@ Secondary Voltage	0.573 cents/kWh	0.572 cents/kWh	0.571 cents/kWh
@ Primary Voltage	0.567 cents/kWh	0.566 cents/kWh	0.565 cents/kWh
@ Transmission Voltage	0.562 cents/kWh	0.561 cents/kWh	0.560 cents/kWh
Interruptible & Curtailable			
@ Secondary Voltage	0.555 cents/kWh	0.553 cents/kWh	0.552 cents/kWh
@ Primary Voltage	0.549 cents/kWh	0.547 cents/kWh	0.546 cents/kWh
@ Transmission Voltage	0.544 cents/kWh	0.542 cents/kWh	0.541 cents/kWh
Lighting	0.574 cents/kWh	0.571 cents/kWh	0.569 cents/kWh

* The factors are subject to change pending the resolution of PEF's pending rate case (Docket No. 090079-EI).

TECO:

Rate Class		Factor at Secondary Voltage (¢/kWh)
RS		0.486
GS, TS		0.486
GSD, SBF		
	Secondary	0.485
	Primary	0.480
	Transmission	0.475
IS		
	Secondary	0.478
	Primary	0.474
	Transmission	0.469
LS1		0.484
Average Factor		0.485

Gulf: See table below:

RATE CLASS	ENVIRONMENTAL COST RECOVERY FACTORS ¢/KWH
RS, RSVP	1.391
GS	1.384
GSD, GSDT, GSTOU	1.372
LP, LPT	1.343
PX, PXT, RTP, SBS	1.322
OS-I/II	1.327
OSIII	1.358

H. For billing purposes, the new environmental cost recovery factors shall be effective beginning with the first billing cycle for January 2010, and thereafter through the last billing cycle for December 2010. The first billing cycle may start before January 1, 2010, and the last billing cycle may be read after December 31, 2010, so long as each customer is billed for twelve months regardless of when the factors became effective.

III. STIPULATED COMPANY-SPECIFIC ISSUES

Florida Power & Light (FPL)

A. We approve the following stipulation regarding whether FPL's petition for approval of Plant Riviera Manatee Temporary Heating System (MTHS) Project for environmental cost recovery shall be granted:

> Yes. The purpose of the MTHS – Riviera Project is to provide a warm water habitat for endangered manatees at FPL's Power Plant Riviera (PRV). It helps FPL remain in compliance with FPL's PRV Manatee Protection Plan (MPP), which is Specific Condition 13 of the Industrial Wastewater Facility (IWWF) Permit Number FL0001546 issued by the Florida Department of Environmental Protection (FDEP) for PRV. The Project also helps the Company to comply with the Conditions of Certification set forth by the Florida Fish and Wildlife Conservation Commission (FWC) for a Modernization Project at PRV.
>
> Historically, a portion of the once-through cooling water discharge from the steam units at PRV has provided a warm water refuge for the manatees in winter. The MPP states ". . . the FPL Riviera power plant shall endeavor to operate in a manner that maintains the water temperature in an adequate portion . . . at or above 68 °F., until such time as the ambient water temperature reaches 61 °F." FPL plans to undertake a Modernization Project at PRV, which was approved by the Commission in Order No. PSC-08-0591-FOF-EI, issued September 12, 2008, in Docket No. 080245-EI. FPL plans to take the existing conventional steam units at PRV out of service no later than 2011 in order to replace them with a gas-fired combined cycle (CC) unit. Due to FPL's projection of lower electric load demands and lower electricity sales resulting from the current economic slowdown, the Company has decided to place the steam units at PRV into inactive reserve status during 2009 and 2010 until they are dismantled for the Modernization Project. FPL estimated that it could save approximately $10 million in O&M costs during 2009 and 2010. With the PRV steam units in inactive status, FPL can no longer depend on them to meet the obligation of MPP to provide a warm water refuge for manatees. The units could not be returned to service quickly enough to respond to a sudden cold-weather event that required warming water for the manatees congregated nearby. The MTHS is the proposed alternative quick-response heating source to be put in place in 2009, which will help to avoid potentially adverse impacts from cold weather to manatees congregating in the PRV area during the winters of 2009 through 2014. Additionally, the MTHS is less costly to operate in comparison to operating the steam units out of economic dispatch just for water heating. FPL plans to dismantle and remove the MTHS upon the commercial operation of the CC unit at PRV in 2014. From 2014 onward the CC unit will provide a regular warm-water

source to comply with the MPP. Furthermore, FPL will begin environmental and biological monitoring of the manatee habitat area pursuant to the Conditions of Certification proposed by the FWC and will develop a long-term manatee strategy at PRV. These activities will be included in the proposed MTHS – Riviera Project.

FPL estimated that the total costs for the MTHS – Riviera Project, including the expenses associated with meeting the monitoring for the period 2009 through 2015 and strategy development requirements, is approximately $5 million. The Company proposed to amortize the MTHS over 56 months from November 2009 through June 2014.

There are specific environmental laws and regulations that require FPL to comply with the MPP at PRV, and thus warrant the implementation of the MTHS – PRV Project: (1) IWWF Permit for PRV issued by the FDEP; (2) Conditions of Certification set forth by the FWC; (3) Marine Mammal Protection Act of 1972 (16 U.S.C. 1361, et. seq.); and (4) Endangered Species Act of 1973 (16 U.S.C. 1531, et. seq.). FPL shall be permitted to recover the costs associated with the MTHS – PRV Project. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the environmental cost recovery clause (ECRC). The Company is not presently recovering the costs of the Project through base rates or any other recovery mechanism, nor has it included the costs in FPL's 2010 test year Minimum Filing requirements.

B. We approve the following stipulation regarding how the costs associated with the MTHS – Riviera Project shall be allocated to the rate classes:

Capital costs for the MTHS- Riviera Project shall be allocated to the rate classes on an average 12 CP demand basis and 1/13th energy basis. Operating and maintenance costs shall be allocated to the rate classes on an energy basis.

C. We approve the following stipulation regarding whether FPL shall be allowed to recover the costs associated with its proposed Manatee Temporary Heating System (MTHS) – Cape Canaveral Plant Project:

Yes. The purpose of the MTHS – Cape Canaveral Project is to provide a warm water habitat for endangered manatees at FPL's Power Plant Cape Canaveral (PCC). It helps FPL remain in compliance with the facility's Manatee Protection Plan (MPP), which is Specific Condition 9 of the IWWF Permit Number FL0001473 issued by the FDEP. The Project also helps the Company comply with the Conditions of Certification set forth by the FWC for a Modernization Project at PCC. FPL plans to undertake the Modernization Project at PCC, which was approved by the Commission in Order No. PSC-08-0591-

FOF-EI, issued September 12, 2008, in Docket No. 080246-EI. FPL plans to take the existing conventional steam units at PCC out of service in 2010 in order to convert them into a combined cycle (CC) unit. The implementation of the proposed MTHS project will provide warm water discharge into the facility's intake canal, which will function as a temporary "manatee refuge," during the period from the decommissioning of the facility in April 2010 until its conversion is complete in June 2013. In addition, pursuant to the Conditions of Certification proposed by the FWC, FPL will begin environmental and biological monitoring of the manatee habitat area, and will develop a long-term manatee strategy at PCC. These activities will be included in the proposed MTHS – Cape Canaveral Project.

The estimate of the capital costs associated with the Project is $5 million, and the O&M costs, including environmental and biological monitoring and development of the long-term manatee strategy, are expected to be approximately $1.6 million in total.

There are specific environmental laws and regulations that require FPL to comply with the MPP at PCC, and thus warrant the implementation of the MTHS – PCC Project: (1) IWWF Permit for PCC issued by the FDEP; (2) Conditions of Certification set forth by the FWC; (3) Marine Mammal Protection Act of 1972 (16 U.S.C. 1361, et. seq.); and (4) Endangered Species Act of 1973 (16 U.S.C. 1531, et. seq.). FPL shall be permitted to recover the costs associated with the MTHS – PCC Project. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the ECRC. FPL is not presently recovering the costs of the Project through base rates or any other recovery mechanism, nor has it included the costs in its 2010 test year Minimum Filing Requirements.

D. We approve the following stipulation regarding how the costs associated with the MTHS – Cape Canaveral Project shall be allocated to the rate classes:

Capital costs for the MTHS – Cape Canaveral Project shall be allocated to the rate classes on an average 12 CP demand basis and 1/13th energy basis. Operating and maintenance costs shall be allocated to the rate classes on an energy basis.

E. We approve the following stipulation regarding whether FPL shall be allowed to recover the costs associated with its proposed Turkey Point Cooling Canal Monitoring Plan (TP-CCMP) Project through the ECRC:

Yes. On January 18, 2008, FPL submitted an application for power plant site certification to FDEP under the Florida Electrical Power Plant Siting Act, section 403.501 et. seq., for its TP Uprate Project. The Commission had approved

a determination of need for the project in Order No. PSC-08-0021-FOF-EI, issued January 7, 2008, in Docket No. 070602-EI, In re: Final order granting petition for determination of need for proposed expansion of nuclear power plants. On October 29, 2008, the FDEP Siting Office issued the Conditions of Certification (PA 03-45A2), which include Conditions IX and X. Conditions IX and X require FPL to develop a monitoring plan for the Cooling Canal System (CCS) and its surrounding area. On July 13, 2009, FPL filed its Preliminary List of New Projects to be Submitted for Cost Recovery in which the proposed TP-CCMP Project was included. The purpose of the project is to conduct water, groundwater and water quality monitoring, and ecological monitoring to assess the potential impacts of the CCS. The estimated O&M and capital expenditures for the total project are $7.2 million and $2.7 million, respectively. FPL is not presently recovering the costs associated with the TP-CCMP Project through base rates or any other recovery mechanism, nor has it included such costs in FPL's 2010 test year Minimum Filing Requirements.

The TP-CCMP Project is legally required to comply with environmental regulations necessary for site certification for its TP Uprate Project. Thus, the TP-CCMP Project is tied to the Uprate construction requirements of the TP nuclear units. Consequently, it is difficult at first to categorize the expenditures associated with the TP-CCMP Project as environmental compliance costs rather than the TP Uprate Project costs.

The Commission addressed a similar case in Order No. PSC-00-2092-PAA-EI, issued November 3, 2000, in Docket No. 000808, In re: Order granting in part and denying in part petition for cost recovery under the environmental cost recovery clause. There, the Commission denied Gulf Power's petition for approval of ECRC recovery for costs associated with the Smith Unit 3 wetland mitigation plan (Smith Plan), even if the Commission found that the Smith Plan was legally required to comply with a governmentally-imposed environmental regulation. The Commission said:

> We find that whether the costs of the Smith Plan may be recovered through the ECRC is a matter of agency discretion and policy. [T]he intent of the clauses is to address costs that may fluctuate or increase significantly and unpredictably from year to year. . . . Construction of a new plant can not be characterized as an unpredictable event. . . . [M]uch of the planning process is under the control of the utility . . . Thus the rationale behind the clauses does not apply in the case of planned construction of a new power plant. . . . Approval of Gulf's petition would set a precedent for recovery, through the ECRC, of a class of expenses that is quite large. Because many of the components of a new plant must meet environmental requirements, a substantial percentage of the cost of a new plant could be recovered through the ECRC. . . .

> Furthermore, some environmental requirements are inextricably bound with construction requirements, which makes it very difficult, if not impossible, to distinguish between environmental compliance costs and construction costs.

Order No. PSC-00-02092-PAA-EI, pages 5-6.

FPL has been conducting certain monitoring activities at the TP Plant for some time, and FPL indicates that the DEP and water management district have been concerned with adverse environmental impacts from the CCS beyond the specific impacts that may result from the nuclear uprate. The costs associated with these current monitoring efforts are being recovered through FPL's current base rates. With respect to the proposed TP-CCMP project, the company has testified in its Estimated/Actual True-up filing that:

> These activities will be incremental to FPL's current monitoring efforts. . . . The CCM Plan has been designed to focus on the objectives as they relate to the cooling canal system and the Uprate Project and those resources that may be affected adjacent to the cooling system. . . . [R]eports will be submitted every six months during the pre Uprate period and initially during the post Uprate period. . . . The potential additional measures that might be required include . . . the development and application of a 3-dimensional coupled surface and groundwater model to further assess impacts of the Uprate Project on ground and surface waters . . . [and] mitigation measures to offset such impacts of the Uprate Project necessary to comply with State and local water quality standards . . .

LaBauve testimony filed August 3, 2009, pages 8, 9, 12, 13.

The Commission has established the Nuclear Cost Recovery Clause (NCRC), pursuant to Section 366.93, F.S., to address the need of investor-owned electric utilities to recover certain costs associated with building a nuclear power plant, including construction of a new unit and uprate of an existing one. On March 3, 2008, FPL filed a petition seeking prudence review and recovery of costs through the NCRC for uprate activities at its existing nuclear generating plants, TP Units 3 and 4 and St. Lucie Units 1 and 2. Since the TP-CCMP Project serves as a prerequisite to the TP Nuclear Uprate, the costs associated with this Project could be treated in the NCRC. However, the NCRC has specific implementation policies pursuant to Rule 25-6.0423, F.A.C., and Section 366.93 (4), F.S. Should the TP-CCMP Project be treated through the NCRC, its cost recovery ultimately would be moved into base rates together with the recovery of the revenue requirements associated with the TP Uprate Project after the Uprate is completed and placed into commercial service in 2012. In light of these

implementation policies, the following facts should be considered: (a) the major portion of the costs associated with the TP-CCMP Project is O&M expenditures; (b) the Company has projected O&M expenditures until 2015; and (c) it is uncertain at this point when the incremental O&M activities of the Project will cease due to the nature of the project scope, which includes further assessment of the impacts of the Uprate Project and the implementation of mitigation measures to offset such impacts. It is not necessary to move substantial amounts of O&M costs into base rates since it is uncertain when such incremental O&M costs will cease being incurred.

Because the costs for the TP-CCMP Project are predominantly O&M expenses that will continue for an uncertain duration, and because the water-quality issues the Project is being undertaken to address relate to operation of the Turkey Point plant as a whole and not just the TP Nuclear Uprate, FPL should be allowed to recover the costs associated with the TP-CCMP Project through the ECRC. The eligibility of ECRC recovery for any similar project will depend on individual circumstances and shall, therefore, be considered on a case-by-case basis.

F. We approve the following stipulation regarding how the costs associated with the TP-CCMP Project shall be allocated to the rate classes:

Capital costs for the TP-CCMP Project shall be allocated to the rate classes on an average 12 CP demand and 1/13th energy basis. O&M costs shall be allocated on an energy basis.

G. We approve the following stipulation regarding whether FPL shall be allowed to recover the costs associated with its proposed NESHAP Information Collection Request Project through the ECRC:

Yes. The U.S. Environmental Protection Agency (EPA) intends to review the National Emission Standard for Hazardous Air Pollutants (NESHAP) for coal-fired and oil-fired electric utility steam generating units. The EPA published its Proposed Information Collection Request (ICR) in the Federal Register on July 2, 2009, for the collection of the emissions and fuel data. FPL anticipates that the final ICR will be published by December 2009. The Company has indicated that once the final ICR is published, affected sources must complete data collection and testing requirements within six months of the Federal Register publish date. Such information collection is mandatory under Clean Air Act Section 114 (42 U.S.C. 7414).

The proposed NESHAP-ICR Project is for complying with the EPA data collection and testing requirements for FPL's facilities that have been identified in

the EPA proposal, including 17 oil-filed units and 3 coal-fired units. FPL believes that it must begin its plan to respond to a final ICR due to the near certainty that the ICR will be issued, the short time frame in which the Company would be required to respond, and the limited availability of contractors that will be needed for the emission testing and fuel analyses. Relying upon the EPA estimates from the ICR Statement of Burden – Part B for those activities which FPL anticipates to be performed by outside firms, the Company has projected approximately $3.3 million in O&M costs in 2010 for contractor and professional services required by the project. Costs for activities identified in the ICR which FPL expects to be completed using in-house resources have not been included in the 2010 cost projection. FPL does not plan to recover these costs through the ECRC. Costs associated with similar activities required to comply with existing state and federal regulations are also not included in the cost projections for this Project.

Subject to the adjustments per the EPA's final ICR requirements, FPL shall be permitted to recover the prudently incurred costs of the NESHAP-ICR Project. The costs of the Project meet the requirements of Section 366.8255, F.S., for recovery through the ECRC. FPL is not presently recovering NESHAP-ICR Project costs through base rates or any other recovery mechanism, nor has it included such costs in FPL's 2010 test year Minimum Filing Requirements.

H. We approve the following stipulation regarding how the costs associated with the NESHAP Information Collection Request Project shall be allocated to the rate classes:

Capital costs for the NESHAP Information Collection Request Project, if any, shall be allocated to the rate classes on an average 12 CP demand and 1/13th energy basis. Operating and maintenance costs shall be allocated to the rate classes on an energy basis.

I. We approve the following stipulation regarding the reasonable environmental cost recovery amounts for FPL's three Next Generation Solar Energy Centers for the final true-up period January 2008 through December 2008:

The Commission granted FPL's petition for approval of the eligibility of three Next Generation Solar Energy Centers for recovery through the ECRC in Order No. PSC-08-0491-PAA-EI, issued August 4, 2008, in Docket No. 080281-EI, In re: Petition for approval of Solar Energy Projects for Recovery through Environmental Cost Recovery Clause, by Florida Power & Light Company. Per Commission review and audit, the total amount of recoverable costs of the three Next Generation Solar Energy Centers is $78,554 for the final true-up period January 2008 through December 2008.

J. We approve the following stipulation regarding whether we should approve FPL's updated Clean Air Interstate Rule, Clean Air Mercury Rule and Clean Air Visibility Rule Compliance Projects that are reflected in FPL's April 1, 2009, supplemental filing as reasonable and prudent:

> Yes. FPL's updated CAIR, CAMR and CAVR compliance plans that are reflected in FPL's April 1, 2009, supplemental filing appear to represent the most cost-effective alternatives at this time for achieving and maintaining compliance with the environmental rules and regulatory requirements for air quality control and monitoring.
>
> In December 2008, the US Circuit Court of Appeals for the District of Columbia Circuit (the Court) remanded the CAIR to the EPA without vacatur, thereby leaving CAIR compliance requirements in place while the EPA develops a revised rule. FPL is thus obligated to comply with the current CAIR requirements, beginning in 2009, until the rule is revised. In line with FPL's CAIR compliance plan, the Selective Catalytic Reduction Systems (SCRs) have been placed into service at St. Johns River Park Units 1 and 2. Installation of a Scrubber and an SCR for Plant Scherer Unit 4 will be completed in 2012. The 800 MW Cycling Project for Manatee Units 1 and 2 and Martin Units 1 and 2 is currently providing annual and ozone season reductions in NOx emissions that are needed to comply with the CAIR. The Low Mass Emitting Continuous Emissions Monitoring Systems are in operation at the Fort Myers, Port Everglades and Fort Lauderdale Gas Turbine Parks.
>
> In February 2008, the Court vacated the CAMR regulation, eliminating CAMR mercury emission control obligations and monitoring requirements. The Court also rejected the EPA's delisting of coal-fired Electric Generating Units (EGUs) from the list of emission sources that are subject to Section 112 of the Clean Air Act. In lieu of CAMR, the EPA must define Maximum Available Control Technology (MACT) for control of Hg emissions on coal-fired EGUs. FPL is in the process of installing Hg controls on Scherer Unit 4 in order to comply with the Georgia Multi-pollutant Rule, for which FPL has an obligation to comply at Plant Scherer. FPL believes that these controls will meet any subsequent MACT requirements adopted by the EPA. For the SJRPP units, the Hg emission reductions will be achieved through the co-benefits from the operation of the SCRs that are being installed to comply with CAIR. No separate Hg emission controls have been planned at this time.
>
> With regard to the CAVR compliance, in February 2009, FPL successfully concluded negotiations with the FDEP regarding its TP Units 1 and 2 retrofit measures.

FPL shall file, as part of its annual ECRC final true-up testimony, a review of the efficacy of its CAIR/CAMR/CAVR compliance plans, as well as the cost-effectiveness of its retrofit options for each generating unit in relation to expected changes in environmental regulations and ongoing state and federal CAIR legal challenges. The reasonableness and prudence of individual expenditures, and FPL's decisions on the future compliance plans made in light of subsequent developments, shall continue to be subject to the Commission's review in future proceedings on these matters.

K. We approve the following stipulation regarding whether FPL shall be allowed to recover the increased costs associated with the St. Lucie Cooling Water System Inspection and Maintenance Project:

Yes. The Commission granted permission to allow FPL to recover costs associated with the St. Lucie Cooling Water System Inspection and Management Project in Order No. PSC-07-0992-FOF-EI, issued November 16, 2007, in Docket No. 07007-EI, In re: Environmental Cost Recovery Clause. The purpose of the Project is to inspect and, as necessary, maintain the cooling water system at FPL's St. Lucie nuclear plant so that it minimizes injuries and/or deaths of endangered species. The Project helps FPL remain in compliance with the federal Endangered Species Act, 16 U.S.C. Section 1531, et seq. (ESA). The original cost estimate for the inspection and cleaning and debris removal was approximately $3 million to $6 million. In FPL's 2010 Projection filing, the Company significantly increased its estimate of the total project costs, to over $21 million, including $4.2 million of expenditures for the period January 2010 to December 2010, due to the change in the scope of the Project.

FPL completed the inspection of the intake pipes and the velocity caps of the cooling system in 2007. The results provide details for what additional work will be needed to clean and remove or minimize debris or structural obstructions. The major change to the required scope of the Project, and thus the total costs associated with the Project, relates to the decision made by the National Marine Fisheries Services (NMFS), pursuant to section 7 of the ESA, to require FPL to install exclusion devices at the velocity cap (VC) openings in order to prevent large organisms such as adult sea turtles from entering the intake pipes. The Company will have to correct the inconsistencies in the size and shape of the windows in the VC structures identified during the 2007 inspection to avoid purchasing customized exclusion devices. FPL will need to manually clean and remove any debris or structural obstructions and physically cut out large sections of concrete and other protrusions with professional divers.

FPL shall be allowed to recover the increased costs associated with its St. Lucie Cooling Water System Inspection and Management Project so that the Company may remain in compliance with the ESA and the NMFS's request. FPL

shall perform due diligence over the life of the Project to minimize the costs. The recovery of the project costs through the ECRC is subject to Commission review and audit to ensure such costs are prudent and not otherwise recovered in base rates or any other cost recovery mechanism.

Progress Energy Florida (PEF)

A. We approve the following stipulation regarding whether we should grant PEF's petition for approval of cost recovery for the Total Maximum Daily Loads Hg Emissions (TMDLs-Hg emissions) Program:

Yes. Section 303(d) of the federal Clean Water Act requires each state to identify state waters not meeting water quality standards and establish a Total Maximum Daily Loads (TMDLs) for the pollutant or pollutants causing the failure to meet standards. Under a 1999 federal consent decree, TMDLs for over 100 Florida water bodies listed as impaired for mercury (Hg) must be established by September 12, 2012. The Florida Department of Environmental Protection (FDEP) has initiated a research program to provide the necessary information for setting the appropriate TMDLs for Hg. It will assess the relative contributions of Hg-emitting sources, such as coal-fired power plants, to Hg levels in surface waters. FDEP could seek to use the information to attempt to impose new regulatory requirements on Hg-emitting sources. Additionally, FDEP is in the process of developing rules to regulate Hg emissions from various sources and has invited stakeholders to participate in the design and completion of the Hg TMDLs study.

Pursuant to the FDEP's invitation, PEF is participating in the Hg TMDLs study and in the parallel air rulemaking proceedings through its membership in the Florida Electric Power Coordinating Group's Environmental Committee (FCG). The FCG is contracting with various consultants to participate in the monitoring and modeling of Hg emissions and their fate in the environment to ensure that the ongoing regulatory efforts are based on good science and that the relative contributions of Hg-emissions from the power plants are appropriately analyzed so that future environmental compliance costs are minimized. On March 4, 2009, the Company filed a petition for approval of its participation in environmental studies related to the FDEP's development of TMDLs for Hg in State waters and rules regulating Hg emissions from various sources including, potentially, coal-fired power plants. The estimate of the total costs for PEF to participate in the proposed activities is approximately $166,000 for the period 2009 through 2011. The Company has asserted that the costs are not recovered in base rates or any other cost recovery mechanism, nor are they included in PEF's 2010 test year Minimum Filing Requirements.

The Commission recognized in Order No. PSC-08-0775-FOF-EI, issued November 24, 2008, in Docket No. 080007-EI, In re: Environmental Cost Recovery Clause, that utilities are expected to take steps to control the level of costs that must be incurred for environmental compliance. An effective way to control the costs for complying with a particular environmental law or regulation can be participation in the regulatory and legal processes involved in defining compliance. PEF shall be permitted to recover the costs associated with the TMDLs-Hg Emissions Program. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the ECRC.

B. We approve the following stipulation regarding how the costs associated with the TMDLs-Hg Emissions Program shall be allocated to the rate classes:

Operating and maintenance costs for the TMDLs-Hg Emissions Program shall be allocated to the rate classes on an energy basis.

C. We approve the following stipulation regarding whether we should approve PEF's 2009 Review of Integrated Clean Air Compliance Plan as reasonable and prudent:

Yes. On April 1, 2009, PEF filed its Review of Integrated Clean Air Compliance Plan. Based on significant project milestones achieved to date, PEF remains confident that its plan will have the desired effect of achieving timely compliance with the applicable regulations in a cost-effective manner. No new or revised environmental regulations have been adopted that have a direct bearing on PEF's compliance plan. Although the Environmental Protection Agency (EPA) is proceeding with the adoption of new standards for utility hazardous air pollutant emissions as a result of a federal court decision vacating the CAMR rules, this development does not immediately impact PEF's implementation of its compliance plan because the plan relies primarily on installation of NOx and SO2 controls to reduce Hg emissions and does not contemplate installation of Hg-specific controls until 2017. It appears that PEF's plan remains the most cost-effective alternative for achieving and maintaining compliance with the applicable air quality control and monitoring regulatory requirements. PEF shall file, as part of its true-up testimony in the ECRC, a yearly review of the efficacy of its plan and the cost-effectiveness of PEF's retrofit options for each generating unit in relation to expected changes in environmental regulations.

D. We approve the following stipulation regarding how the capital and O&M costs associated with Project 7 shall be allocated to the rate classes:

Project 7 capital and O&M costs shall be allocated to the retail rate classes on an energy basis as opposed to a production demand basis. This is consistent

with Order No. PSC-94-0044-FOF-EI, in which the Commission ordered that costs associated with compliance with the Clean Air Act Amendments of 1990 (CAAA) be allocated to the rate classes in the ECRC on an energy basis due to the strong nexus between the level of emissions which the CAAA seeks to reduce and the number of kilowatt hours generated. This is also consistent with the stipulation approved for TECO regarding air pollution control-related costs in Order PSC-04-1187-FOF-EI, in Docket No. 040007-EI.

Gulf Power Company (Gulf)

A. We approve the following stipulation regarding whether Gulf shall be allowed to recover the costs associated with its proposed Plant Smith Reclaimed Water Project:

Yes. This project is the additional part of Gulf's Plant Smith Water Conservation and Consumptive Program. The Commission approved the Program for cost recovery in Order No. PSC-01-1788-PAA-EI, issued September 4, 2001, in Docket No.010562-EI, In re: Petition for approval of Consumptive Use-Shield Water Substitution Project as new program for cost recovery through Environmental Cost Recovery Clause by Gulf Power Company. Due to the increase in costs relative to the original program, the Company included this addition in Gulf's Preliminary List of New Projects filed in Docket No. 090007-EI. Gulf's estimated capital expenditures for the Project are approximately $1.5 million for the period January 2010 through December 2010. The total cost associated with the Project is estimated to be between $20 and $30 million. Specific Condition Nine of the Northwest Florida Water Management District (NFWMD) Individual Water Use Permit Number 19850073 (Permit), issued November 30, 2006, requires Gulf's Plant Smith in Bay County to implement measures to increase water conservation and efficiency at the facility. Gulf is investigating the feasibility of utilizing reclaimed water at the Smith Plant in order to increase groundwater and surface water conservation as required in the Permit. If the Company determines that it is feasible, the proposed Project will move forward. On October 20, 2008, the NFWMD issued a letter stating that re-use of reclaimed water clearly meets the requirement listed in Specific Condition Nine in the Permit. Gulf has begun initial discussions with potential reclaimed water suppliers in the Bay County area. The Project would ultimately include the necessary engineering and infrastructure for the Company to connect to local reclaimed water source(s). Gulf shall be allowed to recover prudently incurred costs associated with the Plant Smith Reclaimed Water Project. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the ECRC. The Company is not presently recovering the costs of the Project through base rates or any other recovery mechanism.

B. We approve the following stipulation regarding how the costs associated with the Plant Smith Reclaimed Water Project shall be allocated to the rate classes:

> Capital costs for the Plant Smith Reclaimed Water Project shall be allocated to the rate classes on an average 12CP demand basis and 1/13th energy basis.

C. We approve the following stipulation regarding whether Gulf shall be allowed to recover the costs associated with its proposed Plant Crist Unit 6 Precipitator Project:

> Yes. The Plant Crist Unit 6 Precipitator is part of a previously approved ECRC program required to comply with the Clean Air Act Amendments of 1990. The program was approved for cost recovery in Order No. PSC-94-0044-FOF-EI, issued January 12, 1994, in Docket No. 930613-EI, In re: Order Regarding Gulf Power Company's Petition for Environmental Compliance Cost Recovery. Gulf's recent inspections of the Plant Crist Unit 6 precipitator have indicated that the internals of the precipitator will need to be replaced by 2013. The Company expects to begin preliminary engineering and design in 2010. The 2010 projected expenditures for the Project are approximately $1.1 million. Gulf shall be allowed to recover prudently incurred costs associated with the Plant Crist Unit 6 Precipitator Project. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the ECRC. The Company is not presently recovering the costs of the Project through base rates or any other recovery mechanism.

D. We approve the following stipulation regarding how the costs associated with the Plant Crist Unit 6 Precipitator Project shall be allocated to the rate classes:

> Capital Costs for the Plant Crist Unit 6 Precipitator Project shall be allocated to the rate classes on a 100% energy basis.

E. We approve the following stipulation regarding whether we should approve Gulf's Environmental Compliance Program Update for the Clean Air Interstate Rule and Clean Air Visibility Rule as reasonable and prudent:

> Yes. On April 1, 2009, Gulf filed its Environmental Compliance Program Update to address the Company's ongoing pollutants emission control projects and its reasons for continuing these projects. In this Update, Gulf has identified the timing and current estimates of costs for specific projects planned by the Company in order to comply with the CAIR, CAVR, CAMR, and the requirements of the Florida Department of Environmental Protection and the Mississippi Department of Environmental Quality, along with information regarding the relative value of the planned projects compared to other viable

compliance alternatives. The Update included a description of the evaluation process used and the results of the process that led Gulf to conclude that the chosen control technology is both cost-effective and that the affected generating units remain economically viable as a source of energy to Gulf's customers with the addition of the controls. Based on the evaluation of various compliance options as well as the combination of these options, Gulf has decided that the purchase of emission allowances in conjunction with the retrofit projects constitutes the most reasonable, cost-effective means for Gulf to meet pollutants emission control requirements. In response to the vacated CAMR ruling, Gulf has removed the affected projects, including the mercury monitor projects at Plant Crist, Plant Daniel, Plant Smith and the ACI project at Plant Daniel, from the Company's compliance schedule and budget projections.

Gulf's Environmental Compliance Program is reasonable and prudent at this time. It represents the most cost-effective alternative for Gulf to assure environmental compliance while preserving flexibility to cope with the inevitable changes and evolvements of the compliance requirements. Gulf shall file, as part of its annual ECRC true-up testimony, an update of the efficacy of its Environmental Compliance Program and the cost-effectiveness of its compliance options for each generating unit in relation to changes in environmental regulations.

F. We approve the following stipulation regarding whether Gulf should be allowed to recover the costs associated with its newly proposed Maximum Achievable Control Technology Information Collection Request (MACT-ICR) Project:

Yes. The U.S. Environmental Protection Agency (EPA) recently proposed an extensive Information Collection Request (ICR) in the Federal Register for coal-fired and oil-fired electric utility steam generating units to support Maximum Achievable Control Technology (MACT) rulemaking under Section 112 of the Clean Air Act. Gulf expects that the EPA will finalize the ICR in January 2010. The proposed ICR requires each of Gulf's facilities to conduct a broad range of emission testing and submit information on control equipment efficiencies, emissions, capital and O&M costs, and fuel data. In order to comply with the EPA data collection and testing requirements, Gulf proposed the MACT-ICR Project. The Company estimated that the O&M expenses associated with the project would be $541,000 in 2010. Subject to the adjustments per the final ICR requirements, Gulf shall be allowed to recover the prudently incurred costs associated with the MACT-ICR Project. Such costs meet the requirements of Section 366.8255, F.S., for recovery through the ECRC. The Company is not presently recovering the costs of the Project through base rates or any other recovery mechanism.

G. We approve the following stipulation regarding how the costs associated with the MACT-ICR Project shall be allocated to the rate classes:

O&M costs of the MACT-ICR Project shall be allocated on an energy basis.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the stipulations and findings set forth in the body of this order are hereby approved. It is further

ORDERED that each utility that was a party to this docket shall abide by the stipulations and findings herein which are applicable to it. It is further

ORDERED that the utilities named herein are authorized to collect the environmental cost recovery amounts and use the factors approved herein beginning with the specified environmental cost recovery cycle and thereafter for the period of January 2010 through December 2010. Billing cycles may start before January 1, 2010, and the last cycle may be read after December 31, 2010, so that each customer is billed for 12 months regardless of when the adjustment factor became effective.

By ORDER of the Florida Public Service Commission this 18th day of November, 2009.

ANN COLE
Commission Clerk

(SEAL)

ARW

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended standard offer contract and retirement of COG-2 rate schedule, by Progress Energy Florida.	DOCKET NO. 090162-EQ ORDER NO. PSC-09-0811-CO-EQ ISSUED: December 8, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0737-TRF-EQ, issued November 5, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0737-TRF-EQ has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 8th day of December, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

DOCUMENT NUMBER-DATE
11808 DEC-8 09
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revisions to long-term rental agreement for distribution substation facilities by Florida Power & Light Company.	DOCKET NO. 090407-EI ORDER NO. PSC-09-0812-CO-EI ISSUED: December 8, 2009

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-09-0727-TRF-EI, issued November 3, 2009, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-09-0727-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 8th day of December, 2009.

ANN COLE
Commission Clerk

(SEAL)

JSB

DOCUMENT NUMBER-DATE
11809 DEC-8 09
FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Commission approval of base rate increase for costs associated with CR3 uprate project, pursuant to Section 366.93(4), F.S. and Rule 25-6.0423(7), F.A.C., by Progress Energy Florida, Inc.	DOCKET NO. 090421-EI ORDER NO. PSC-09-0837-PAA-EI ISSUED: December 21, 2009

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
NANCY ARGENZIANO
NATHAN A. SKOP
DAVID E. KLEMENT

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING BASE RATE INCREASE FOR COSTS
ASSOCIATED WITH CR3 UPRATE PROJECT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

BACKGROUND

In 2006, the Florida Legislature adopted Section 366.93, Florida Statutes (F.S.), encouraging the development of nuclear energy in the state. The Legislature directed us to adopt rules providing for alternate cost recovery mechanisms that would encourage investor-owned electric utilities to invest in nuclear power plants. We adopted Rule 25-6.0423, F.A.C., which provides for an annual clause recovery proceeding to consider investor-owned utilities' requests for cost recovery for nuclear plants.

We granted Progress Energy Florida, Inc.'s (PEF or Company) need determination for the Crystal River 3 (CR3) Uprate on February 8, 2007.[1] Once completed, the CR3 Uprate will provide an additional 180 megawatts of nuclear generation. The CR3 Uprate will be accomplished in three phases: Phase 1, Measurement Uncertainty Recapture (MUR); Phase 2, Balance of Plant (BOP); and Phase 3, Extended Power Uprate (EPU). The reasonableness and

[1]Order No. PSC-07-0119-FOF-EI, issued February 8, 2007, in Docket No. 060642-EI, In re: Petition for determination of need for expansion of Crystal River 3 nuclear power plant, for exemption from Bid Rule 25-22.082, F.A.C., and for cost recovery through fuel clause, by Progress Energy Florida, Inc.

DOCUMENT NUMBER-DATE
12138 DEC 21 09
FPSC-COMMISSION CLERK

prudence of the construction expenditures related to each phase of the CR3 Uprate project are subject to review in the Nuclear Cost Recovery Clause.[2]

Phase 1, the MUR phase, was completed during the 2007 refueling outage and went online on January 31, 2008. We granted PEF a $1,297,979 base rate increase for that phase in Docket No. 080603-EI, effective with the first billing cycle in January 2009.[3]

Items associated with Phase 2, the BOP phase, will go into service during 2009. On August 28, 2009, pursuant to Rule 25-6.0423(7), F.A.C., PEF filed a petition to increase its base rates by the $16,559,938 revenue requirement associated with that phase. According to PEF, these items do not increase the licensed output of the nuclear reactor, but will improve the efficient use of that output.[4] PEF also has requested an additional $756,338 base rate increase for the 5-year amortization of EPU assets that are being retired during 2009 pursuant to Rule 25-6.0423(7)(e), F.A.C. In total, PEF has requested a base rate increase of $17,316,276.

On October 30, 2009, PEF filed an Amended Petition agreeing with proposed adjustments to reduce the requested total base rate increase from $17,316,276 to $16,812,605. PEF also requested that the proposed base rate increase be made effective with the first billing cycle in January 2010.

We have jurisdiction over this matter pursuant to the provisions of Section 366.93, F.S., and other provisions of Chapter 366, F.S.

DECISION

PEF initially requested approval to increase its base rates by $16,559,938 for the BOP phase of the uprate project. Rule 25-6.0423(7), F.A.C., provides:

> (7) Commercial Service. As operating units or systems associated with the power plant and the power plant itself are placed in commercial service:
>
> (a) The utility shall file a petition for Commission approval of the base rate increase pursuant to Section 366.93(4), F.S., separate from any cost recovery clause petitions, that includes any and all costs reflected in such increase, whether or not those costs have been previously reviewed by the Commission; provided, however, that any actual costs previously reviewed and determined to be prudent in the Capacity Cost Recovery Clause shall not be subject to disallowance or further prudence review except for fraud, perjury, or intentional withholding of key information.
>
> (b) The utility shall calculate the increase in base rates resulting from the

[2] Docket No. 090009-EI, In re: Nuclear cost recovery clause.
[3] Order No. PSC-08-0779-TRF-EI , issued November 26, 2008, in Docket No. 080603-EI, In re: Petition for expedited Commission approval of base rate increase for costs associated with MUR phase of CR3 uprate project, pursuant to Section 366.93(4), F.S. and Rule 25-6.0423(7), F.A.C., by Progress Energy Florida, Inc.
[4] PEF Petition, p.3, filed August 28, 2009.

> jurisdictional annual base revenue requirements for the power plant in conjunction with the Capacity Cost Recovery Clause projection filing for the year the power plant is projected to achieve commercial operation. The increase in base rates will be based on the annualized base revenue requirements for the power plant for the first 12 months of operations consistent with the cost projections filed in conjunction with the Capacity Cost Recovery Clause projection filing.
>
> (c) At such time as the power plant is included in base rates, recovery through the Capacity Cost Recovery Clause will cease, except for the difference between actual and projected construction costs as provided in subparagraph (5)(c)4. above.
>
> (d) The rate of return on capital investments shall be calculated using the utility's most recent actual Commission adjusted basis overall weighted average rate of return as reported by the utility in its most recent Earnings Surveillance Report prior to the filing of a petition as provided in paragraph (7)(a). The return on equity cost rate used shall be the midpoint of the last Commission approved range for return on equity or the last Commission approved return on equity cost rate established for use for all other regulatory purposes, as appropriate.
>
> (e) The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

In compliance with this Rule, PEF submitted its calculation of the annualized base revenue requirements for the BOP phase for the first 12 months of operations. This calculation is shown on Schedule 1. We find that PEF's calculation was made in compliance with Rule 25-6.0423(7), F.A.C., but PEF included depreciation based on the rates proposed in its current rate case.[5] It is premature to use the depreciation rates proposed in the rate case, because they have not been approved yet. Instead, the rates we authorized in Order No. PSC-05-0945-S-EI are the appropriate rates to be used in the revenue requirement calculation.[6] As shown on Schedule 1, using the currently approved depreciation rates reduces the jurisdictional revenue requirement from $16,559,938 to $16,175,437, a reduction of $384,501. We approve the $16,175,437 base rate increase. As discussed above, PEF agreed with this adjustment in its Amended Petition.

The 2009 expenditures related to the BOP phase are still under review in Docket No. 090009-EI. We will not make a final determination of the reasonableness and prudence of the 2009 expenditures until 2010. Attachment A to PEF's petition indicates that the increase in Electric Plant in Service included in the calculation is $111,441,133 ($102,156,973 jurisdictional), net of joint owners. If the $111,441,133 amount is revised based on a final audit

[5] Docket No. 090079-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc.
[6] Order No. PSC-05-0945-S-EI., issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

and review of the 2009 expenditures, the annual revenue requirement will have to be recalculated. This would require a true-up of the revenues already collected and a revision of the related tariffs. Therefore, we will make our approval of the $16,175,437 base rate increase subject to true-up and revision based on our final review of the 2009 BOP phase expenditures in Docket No. 090009-EI.

PEF has also requested approval to increase its base rates by $756,338 for the 5-year amortization of EPU assets that are being retired during 2009, pursuant to Rule 25-6.0423(7)(e), F.A.C., which states:

> The jurisdictional net book value of any existing generating plant that is retired as a result of operation of the power plant shall be recovered through an increase in base rate charges over a period not to exceed 5 years. At the end of the recovery period, base rates shall be reduced by an amount equal to the increase associated with the recovery of the retired generating plant.

According to Attachment C to PEF's petition, the net book value of the EPU asset retirements will be $7,200,939 at December 31, 2009. This results in an annual amortization of $1,440,188 over the 5-year period. In addition, PEF has proposed to offset the annual amortization by an annual depreciation credit of $615,113, which results in a net annual amortization of $825,075 ($756,338 jurisdictional). The depreciation credit recognizes that the retired EPU assets are included in PEF's projected 2010 test year in its rate case in Docket No. 090079-EI.[7]

PEF's calculation included depreciation based on the rates proposed in its rate case in Docket No. 090079-EI. It is premature to use the depreciation rates proposed in the rate case. Instead, the rates we authorized in Order No. PSC-05-0945-S-EI are the appropriate rates to be used in the revenue requirement calculation. As shown on Schedule 1, using the currently approved depreciation rates increases the jurisdictional depreciation credit from $563,868 to $683,038, an increase of $119,170. As a result, the jurisdictional 5-year amortization amount is decreased from $756,338 to $637,168, a reduction of $119,170. We approve $637,168 as the appropriate annual amount for the 5-year amortization of the EPU assets that are being retired during 2009. PEF agreed with this adjustment in its Amended Petition.

In its initial petition, PEF requested that the revenue requirement approved in this docket be added to the approved revenue requirement increase in its pending base rate proceeding in Docket No. 090079-EI. Since we deferred consideration of the base rate proceeding until January 2010, in its Amended Petition PEF has requested implementation of revised base rates with the first billing cycle for January 2010.

The first billing cycle day for January 2010 falls on December 28, 2009, which is less than 30 days from our vote, which was December 1, 2009. Consistent with our prior decisions that any changes in base rates become effective 30 days following our vote, we find that the

[7] Docket No. 090079-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc.

revised base rates shall become effective for meter readings taken on or after December 31, 2009.

In its Amended Petition, PEF provided a revised Attachment F showing a calculation of the current and proposed base rate energy charges based on the increase of $16,812,605. (See Schedule 2) The increase is allocated to the rate classes consistent with PEF's current 12 Coincident Peak and 1/13 Average Demand method. PEF states that it will file tariff sheets for administrative approval. The total base rate increase recommended in Issues 1 and 2 results in a $0.57 increase in the 1,000 kilowatt-hour residential bill.

Based on the foregoing, it is

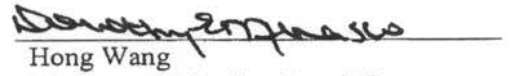
ORDERED by the Florida Public Service Commission that the Petition for Commission approval of base rate increase for costs associated with CR3 uprate project, pursuant to Section 366.93(4), F.S. and Rule 25-6.0423(7), F.A.C., by Progress Energy Florida, Inc. is approved as described in the body of this order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 21st day of December, 2009.

ANN COLE
Commission Clerk

By: 
Hong Wang
Management Review Specialist

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 11, 2010.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Schedule 1

PROGRESS ENERGY FLORIDA, INC.
DOCKET NO. 090421-EI
EPU Assets Placed in Service In 2009
First 12 Months Revenue Requirements Summary Schedule

Line No.		PEF SYSTEM	PEF RETAIL @ 91.669%	COMMISSION SYSTEM	COMMISSION RETAIL @ 91.669%
1	Annualized Rate Base				
2	Electric Plant In Service (net of joint owners)	111,441,133	102,156,973	111,441,133	102,156,973
3	Accumulated Reserve for Depreciation	(1,654,283) [1]	(1,516,465) [1]	(1,425,324) [2]	(1,306,579) [2]
4	Fuel Inventory	-----	-----	-----	-----
5	Working Capital - Income Taxes Payable	(1,493,868)	(1,369,414)	(1,406,475)	(1,289,301)
6	Total Annualized Rate Base	108,292,982	99,271,094	108,609,334	99,561,093
7					
8	Annualized NOI				
9	O&M	-----	-----	-----	-----
10	Depreciation Expense	3,308,567 [1]	3,032,930 [1]	2,850,647 [2]	2,613,160 [2]
11	Property Taxes	1,302,700	1,194,172	1,302,700	1,194,172
12	Payroll Taxes & Benefits	-----	-----	-----	-----
13	Income Taxes:	-----	-----	-----	-----
14	Direct Current & Deferred	(1,778,796)	(1,630,605)	(1,602,154)	(1,468,678)
15	Imputed Interest	(1,208,940)	(1,108,223)	(1,210,796)	(1,109,924)
16	Total Annualized NOI	(1,623,531)	(1,488,274)	(1,340,398)	(1,228,729)
17					
18					
19	Calculation of Revenue Requirement				
20	Fully Adjusted Cost of Capital (per June 2009 Surveillance)	8.71%	8.71%	8.71%	8.71%
21	NOI Requirement (Line 6 * Line 20)	9,433,402	8,647,505	9,459,873	8,671,771
22	NOI Deficiency (Line 21 less Line 16)	11,056,932	10,135,779	10,800,271	9,900,500
23	Net Operating income Multiplier (MFR C-44)	1.6338	1.6338	1.6338	1.6338
24					
25	Revenue Requirement (Line 22 * Line 23)	18,064,927	16,559,938	17,645,482	16,175,437
26					
27	Annual Amortization of Retired BV	1,440,188	1,320,206	1,440,188	1,320,206
28	Less: Annual Depreciation Credit	(615,113) [1]	(563,868) [1]	(745,993) [2]	(683,038) [2]
29					
30	Net Revenue Requirements (Line 25 + Line 27 + Line 28)	18,890,002	17,318,276	18,339,677	16,812,605
31					
32	Calculation of Taxes on Imputed Interest				
33	Weighted Cost of Debt Capital (per June 2009 Surveillance):				
34	Long Term Debt Fixed Rate	2.76%	2.76%	2.76%	2.76%
35	Long Term Debt Variable Rate	0.00%	0.00%	0.00%	0.00%
36	Short Term Debt	0.00%	0.00%	0.00%	0.00%
37	Customer Deposits	0.13%	0.13%	0.13%	0.13%
38	JDIC	0.00%	0.00%	0.00%	0.00%
39	Total	2.89%	2.89%	2.89%	2.89%
40					
41	Imputed Interest (Line 6 * Line 39)	3,133,999	2,872,905	3,138,810	2,877,316
42	Income Taxes on Imputed Interest at 38.575%	(1,208,940)	(1,108,223)	(1,210,796)	(1,109,924)

Notes: [1]PEF's depreciation rates are based on the rates proposed in the 2010 rate case in Docket No. 090079-EI.
[2]Commission's depreciation rates are based on the current Commission-approved rates.

Schedule 2

Rate Schedule	Type of Charge	Cents / KWH Current Rate	Cents / KWH Approved Rate	$ / KWH Actual Billing Rate (CSS) Current Rate	$ / KWH Actual Billing Rate (CSS) Approved Rate
RS-1	Energy and Demand Charge				
RST-1	Standard				
RSS-1	0 - 1,000 KWH	3.592	3.649	0.03592	0.03649
RSL-1	Over 1,000 KWH	4.592	4.649	0.04592	0.04649
RSL-2	Time of Use - On Peak	11.212	11.269	0.11212	0.11269
	Time of Use - Off Peak	0.569	0.626	0.00569	0.00626
GS-1	Energy and Demand Charge				
GST-1	Standard	3.923	3.964	0.03923	0.03964
	Time of Use - On Peak	11.211	11.252	0.11211	0.11252
	Time of Use - Off Peak	0.568	0.609	0.00568	0.00609
GS-2	Energy and Demand Charge	1.473	1.503	0.01473	0.01503
GSD-1	Energy Charge				
GSDT-1	Standard	1.618	1.655	0.01618	0.01655
	Time of Use - On Peak	3.566	3.603	0.03566	0.03603
	Time of Use - Off Peak	0.568	0.605	0.00568	0.00605
CS-1	Energy Charge				
CS-2	Standard	1.057	1.090	0.01057	0.01090
CS-3	Time of Use - On Peak	1.966	1.999	0.01966	0.01999
CST-1	Time of Use - Off Peak	0.567	0.600	0.00567	0.00600
CST-2					
CST-3					
IS-1	Energy Charge				
IS-2	Standard	0.700	0.730	0.00700	0.00730
IST-1	Time of Use - On Peak	0.993	1.023	0.00993	0.01023
IST-2	Time of Use - Off Peak	0.567	0.597	0.00567	0.00597
LS-1	Energy and Demand Charge	1.555	1.564	0.01555	0.01564
SS-1	Energy Charge	0.683	0.720	0.00683	0.00720
SS-2	Energy Charge	0.682	0.712	0.00682	0.00712
SS-3	Energy Charge	0.682	0.715	0.00682	0.00715

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.	DOCKET NO. 080186-EI ORDER NO. PSC-08-0333-PCO-EI ISSUED: May 27, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER SUSPENDING REVISED TARIFFS

BY THE COMMISSION:

Rule 25-6.078, Florida Administrative Code (F.A.C.), defines investor-owned utilities' (IOU) responsibilities for filing updated underground residential distribution (URD) tariffs. This rule requires IOUs to file updated URD charges for our approval at least every three years, or sooner if a utility's underground cost differential for the standard low-density subdivision varies from the last approved charge by 10 percent or more. The rule requires IOUs to file on or before October 15 of each year a schedule showing the increase or decrease in the differential for the standard low-density subdivision.

On October 12, 2007, Progress Energy Florida, Inc. (PEF) notified us, pursuant to Rule 25-6.078, F.A.C., that its underground cost differential for the standard low-density subdivision varied from the last approved differential by 42 percent.

To comply with the 10 percent filing requirement of Rule 25-6.078, F.A.C., PEF filed a petition for approval of revised underground residential distribution tariffs on April 1, 2008. PEF calculated the proposed URD charges pursuant to recently revised Rule 25-6.078, F.A.C., which requires the differences in operational and storm restoration costs between underground and overhead systems to be included in the URD calculation.[1] PEF's current URD tariffs were approved in 2006.[2] We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

We require additional time to gather information in order to make an informed decision on PEF's proposed tariff revisions. Pursuant to Section 366.06(3), F.S., we may withhold

[1] See Order No. PSC-07-0043-FOF-EU, issued January 16, 2007, Docket No. 060172-EU, In Re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather.
[2] See Order No. PSC-06-0479-TRF-EI, issued June 5, 2006, Docket No. 060017-EI, In Re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.

DOCUMENT NUMBER-DATE
04453 MAY 27 08
FPSC-COMMISSION CLERK

consent to the operation of all or any portion of a new rate schedule, delivering to the utility requesting such increase a reason or written statement of good cause for doing so within 60 days. We believe that the reason stated above is good cause consistent with the requirement of Section 366.06(3), F.S.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Progress Energy Florida Inc.'s revised Underground Residential Distribution tariffs are hereby suspended. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission this 27th day of May, 2008.

ANN COLE
Commission Clerk

By: Hong Wang
Hong Wang
Office of Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

NOTICE OF COMMISSION HEARING AND PREHEARING

TO

FLORIDA POWER & LIGHT COMPANY

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 080203-EI

PETITION TO DETERMINE NEED FOR WEST COUNTY ENERGY CENTER UNIT 3 ELECTRICAL POWER PLANT, BY FLORIDA POWER & LIGHT COMPANY.

DOCKET NO. 080245-EI

PETITION FOR DETERMINATION OF NEED FOR CONVERSION OF RIVIERA PLANT IN PALM BEACH COUNTY, BY FLORIDA POWER & LIGHT COMPANY.

AND

DOCKET NO. 080246-EI

PETITION FOR DETERMINATION OF NEED FOR CONVERSION OF CAPE CANAVERAL PLANT IN BREVARD COUNTY BY FLORIDA POWER & LIGHT COMPANY.

ISSUED: May 27, 2008

NOTICE IS HEREBY GIVEN that a hearing will be held before the Florida Public Service Commission in the above dockets regarding the petitions of Florida Power & Light Company (FPL) for a determination of need for West County Energy Center Unit 3 (WCEC 3) electrical power plant and for a determination of need for conversions of the Riviera power plant in Palm Beach County and the Cape Canaveral power plant in Brevard County, at the following time and place:

Monday - Tuesday, June 23 - 24, 9:30 a.m.
Betty Easley Conference Center, Room 148
4075 Esplanade Way
Tallahassee, Florida

DOCUMENT NUMBER-DATE
04435 MAY 27 08
FPSC-COMMISSION CLERK

PURPOSE AND PROCEDURE

The purpose of this hearing will be for the Commission to take final action to determine the need, pursuant to Section 403.519, Florida Statutes (F.S.), for FPL's proposed electrical power plant in Palm Beach County, Florida and for the conversions of the Riviera power plant in Palm Beach County, Florida and the Cape Canaveral power plant in Brevard County, Florida. This proceeding shall: (1) allow FPL to present evidence and testimony in support of its petitions for a determination of need for the proposed electrical power plants; (2) permit any intervenors to present testimony and exhibits concerning these matters; (3) permit members of the public who are not parties to these need determination proceedings the opportunity to present testimony concerning these matters; and (4) allow for such other purposes as the Commission may deem appropriate.

The proceedings will be governed by the provisions of Chapter 120, F.S., Section 403.519, F.S., and Chapters 25-22 and 25-106, Florida Administrative Code (F.A.C.).

Under Section 403.519, F.S., the Commission is the sole forum for the determination of need for the proposed electrical power plants. In making its determination, the Commission must take into account the need for electric system reliability and integrity, the need for fuel diversity, the need for base-load generating capacity, the need for adequate electricity at a reasonable cost, and whether the proposed plants will provide the most cost-effective source of power. In addition, the Commission must expressly consider any renewable energy sources and technologies or conservation measures taken by or reasonably available to FPL which might mitigate the need for the plants. The Commission may consider other matters within its jurisdiction which it deems relevant. The Commission's determination of need for the proposed plants shall create a presumption of public need and necessity and shall serve as the Commission's report required by subsection 403.507(2)(a)2, F.S. An order entered by the Commission pursuant to this hearing shall constitute final agency action.

Only issues relating to the need for the proposed electrical power plants will be heard at this hearing. Separate public hearings will be held before the Division of Administrative Hearings at a later date to consider environmental and other impacts of the proposed plants and associated facilities.

Members of the public who are not parties to these need determination proceedings will have an opportunity to present testimony regarding the need for the proposed plants. All members of the public who wish to offer testimony should be present at the beginning of the hearing, 9:30 a.m., Monday, June 23, 2008. All witnesses will be sworn in and will be subject to cross-examination at the conclusion of their testimony. By providing public testimony, a person

does not become a party to these proceedings. Anyone wishing to become a party to these need determination proceedings should file an appropriate petition pursuant to Rule 25-22.039, F.A.C., with the Office of the Commission Clerk at the address listed below. Copies of the petition should be sent by mail to all parties. Those wishing to intervene in these proceedings, unless appearing on their own behalf, must be represented by an attorney or other person who can be determined to be a qualified representative pursuant to Chapter 120, F.S., and Rule 28-106.106, F.A.C. Petitions for leave to intervene must be filed at least five (5) days before the final hearing, must conform with Rule 28-106.201(2), F.A.C., and must include allegations sufficient to demonstrate that the intervenor is entitled to participate in these proceedings as a matter of constitutional or statutory right or pursuant to Commission rule, or that the substantial interests of the intervenor are subject to determination or will be affected through the hearing.

Written comments regarding the need for the expansion of the proposed plant at the West County Energy Center, the conversions of the Riviera power plant in Palm Beach County and the Cape Canaveral power plant in Brevard County, and associated facilities may be sent to the Commission at the following address:

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Re: Docket No. 080203-EI, Docket No. 080245-EI and Docket No. 080246-EI

GENERAL LOCATION AND PROJECT DESCRIPTIONS

FPL proposes the construction of one additional combined cycle generating unit at FPL's existing West County Energy Center electrical power plant site, together with the associated facilities, including transmission line and substation facilities, needed to integrate, interconnect and transmit energy from the West County Energy Center site to FPL's transmission network for delivery to customers. WCEC 3 will be a combined cycle unit with a summer capacity rating of 1,219 MW and a commercial operation date of June 1, 2011. WCEC 3 will be the third unit at the West County Energy Center, located in Palm Beach County, Florida. The unit's primary fuel will be natural gas, and it will have the capability to use light oil as backup fuel.

FPL proposes the conversion of the Riviera power plant, involving installation of a combined cycle power plant with a summer capacity rating of 1,219 MW and a commercial operation date of June 1, 2014. The Riviera Conversion will replace two operating 280 MW dual-fuel fired steam generating units that entered service in the 1960s and are located at FPL's

Riviera plant in Palm Beach County, Florida. The converted plant's primary fuel will be natural gas, and it will have the capability to use light oil as backup fuel.

FPL also proposes the conversion of the Cape Canaveral power plant, involving installation of a combined cycle power plant with a summer capacity rating of 1,219 MW and a commercial operation date of June 1, 2013. The Cape Canaveral Conversion will replace two operating 400 MW dual-fuel fired steam generating units that entered service in the 1960s and are located at FPL's Cape Canaveral plant in Brevard County, Florida. The converted plant's primary fuel will be natural gas, and it will have the capability to use light oil as backup fuel.

PREHEARING CONFERENCE

A prehearing conference will be held at the following time and place:

Monday, June 9, 2008, at 1:30 p.m.
Room 148, Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

The purpose of this prehearing conference is: (1) to define and limit, if possible, the number of issues; (2) to determine the parties' positions on the issues; (3) to determine what facts, if any, may be stipulated; (4) to dispose of any motions or other matters that may be pending; and (5) to consider any other matters that may aid in the disposition of these cases.

EMERGENCY CANCELLATION OF HEARING

If settlement of these cases or a named storm or other disaster requires cancellation of the hearing, Commission staff will attempt to give timely direct notice to the parties. Notice of cancellation of the hearing will also be provided on the Commission's website (http://www.psc.state.fl.us/) under the Hot Topics link found on the home page. Cancellation can also be confirmed by calling the Office of the General Counsel at 850-413-6199.

JURISDICTION

This Commission is vested with jurisdiction over the subject matter of this proceeding by Section 403.519, Florida Statutes.

Copies of FPL's petitions for determination of need and supporting exhibits are available for public inspection during normal business hours at the following location:

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

Florida Public Service Commission
Office of Commission Clerk
Room 110 - Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida

Any person requiring some accommodation at this hearing because of a physical impairment should call the Office of Commission Clerk at (850) 413-6770, at least 48 hours prior to the hearing. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

By DIRECTION of the Florida Public Service Commission this 27th day of May, 2008.

ANN COLE
Commission Clerk

(SEAL)

MCB

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.	DOCKET NO. 080193-EQ ORDER NO. PSC-08-0544-TRF-EQ ISSUED: August 19, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING STANDARD OFFER CONTRACT AND ASSOCIATED TARIFFS FILED BY FLORIDA POWER & LIGHT

BY THE COMMISSION:

Background

Since January 1, 2006, each investor-owned electric utility (IOU), as well as each electric municipal utility subject to the Florida Energy Efficiency and Conservation Act (FEECA), has been required to continuously offer to purchase capacity and energy from specific types of renewable sources. Section 366.91(3), Florida Statutes, specifies that the contracts for purchase must be based on the utility's full avoided cost as defined in Section 366.051, Florida Statutes, and provide a term of at least ten years. Rules 25-17.200 through 25-17.310, Florida Administrative Code, implement the statutes.

In accord with applicable statutes and rules, on April 1, 2008, Florida Power & Light Company (FPL or Company) filed its petition requesting our approval of a standard offer contract and associated tariffs based on its Ten-Year Site Plan for 2008-2017. While the Ten-Year Site Plan indicates that the West County Combined Cycle generating unit is planned, the Company expected to file a need determination for that unit in early April and thereby remove it from consideration as an avoidable unit. The petition for the West County Unit was filed on April 8, 2008. The remaining next avoided unit using fossil fuel is a combined cycle unit with an expected in-service date of June 1, 2014.

FPL notes that the 2008 standard offer is revised from earlier standard offers, to include a period of ten days' minimum notice for validation of committed capacity by a qualified seller and to make contract assignment language more mutual. The Company explained that the revisions were made to address concerns raised by interested parties during the approval process for previous standard offer filings.

DOCUMENT NUMBER-DATE
07422 AUG 19 08
FPSC-COMMISSION CLERK

On May 21, 2008, FPL filed revised tariff sheets with updated economic and financial assumptions for our approval. The Company explained that cost projections were updated in working on the costs associated with other projects. These revisions reflect the updated projections and bring the Standard Offer Contract in line with other current filings.

This Order addresses whether FPL's proposed standard offer contract and associated tariffs are in compliance with Rules 25-17.200 through 25-17.310, Florida Administrative Code, and should therefore be approved. We have jurisdiction over this matter pursuant to Sections 366.04 through 366.06, and 366.91 and 366.92, Florida Statutes.

Decision

Because the Company is an IOU, Rule 25-17.250(1), Florida Administrative Code, requires FPL to continuously make available a standard offer contract for purchase of firm capacity and energy from renewable generating facilities and small qualifying facilities with a design capacity of 100 kW or less. By April 1 each year, FPL must file a standard offer contract based on the next avoidable fossil fueled generating unit, for each technology type associated with planned units listed in the FPL's Ten-Year Site Plan. For FPL, the Ten-Year Site Plan for 2008-2017 shows a combined cycle unit with an in-service date of June 1, 2014. Currently, all fossil-based units having an in-service date prior to 2014 are in construction or under consideration in a need determination proceeding. The remaining units in the generation expansion plan are combined cycle units, so a single standard offer is needed to satisfy the requirement for an offer based on each technology associated with planned units.

Subsequent to the filing of the 2008 standard offer for renewable generation, FPL requested approval for the Cape Canaveral and Riviera Conversion projects. Based on having sufficient available generation to meet load requirements during construction, FPL's conversion projects would make it possible to delay the 2014 in-service date for the designated avoided unit. That alteration notwithstanding, the standard offer continues with an avoided capacity date of 2014. If the avoided capacity were moved to a later date, the capacity payments for the renewable generator would be reduced. In addition, the Company has updated the fuel price projections and calculations based upon the most recent analysis, with the result that capacity and energy payments have increased. These modifications to the contract make for an increased revenue stream for the renewable generator.

The standard offer contract provides for payments by the Company to the renewable generator consisting of capacity and energy components. Rule 25-17.0832(4), Florida Administrative Code, requires that the capacity component will be based upon the capital costs and fixed operation and maintenance expense associated with the avoided unit. This value of deferral (VOD) methodology allows for flexibility, so that a renewable generator may select early capacity payments to begin any time after the in-service date of the facility. Rule 25-17.250(4), Florida Administrative Code, allows the renewable generator to select a capacity payment stream based on the financing needs of the facility, with the caveat that the cumulative present value of payments may not exceed the cumulative present value for capacity costs that would be associated with the avoided unit over the contract period. The contract period must be at least ten years and may extend through the life of the avoided unit, pursuant to Rule 25-

17.250(3), F.A.C. Rule 25-17.0832(3), Florida Administrative Code, requires that the standard offer contract must include provisions to ensure repayment of amounts paid in any year to the renewable generator that exceed that year's annual value of deferring the avoided unit. FPL's Contract Sheet Nos. 9.030 through 9.048 and Schedule QS-2 have been updated to reflect current cost projections and meet all requirements described herein.

Rule 25-17.250(6), Florida Administrative Code, allows fixed energy payments by the utility, in order to facilitate financing and promote fuel price stability. The renewable generator may select either of two options provided. The required options are included in FPL's Standard Offer Contract on Sheet Nos. 10.303 and 10.304. We find FPL's Standard Offer Contract is in compliance with this requirement.

Rule 25-17.250(6)(a), Florida Administrative Code, provides as a first option that prior to the in-service date of the avoided unit, as-available energy prices may be fixed on an annual basis based on the utility's projection of system incremental fuel costs based on normal conditions. A risk premium would be added to account for anticipated fuel price volatility above normal conditions. Section B(1) of Schedule QS-2 in FPL's contract describes this option. The risk premium would be mutually agreed to by FPL and the generator, and for cost recovery it would be treated as a "hedging cost."

Rule 25-17.250(6)(b), Florida Administrative Code, allows a renewable generator to fix a portion of base energy costs associated with the avoided unit, mutually agreed upon by FPL and the generator, and amortize those costs on a present value basis over the term of the contract, beginning as early as the in-service date of the renewable generating facility. Section B(2) of Schedule QS-2 in the contract describes this option.

Rule 25-17.250(3), Florida Administrative Code, allows the developer of a renewable generation facility the option to select the term of the contract, from a minimum of ten years up to the life of the avoided unit. As shown on FPL's Contract Sheet No. 10.300, the renewable generator must commit to commence delivery of firm capacity and energy no later than June 1, 2014, and continue delivery for at least ten years. The contract and delivery may extend to the maximum life of the avoided unit. Accordingly, we find FPL's Standard Offer Contract is in compliance with this requirement.

As required by Rule 25-17.270, Florida Administrative Code, FPL's Contract Section No. 17.6.3 provides that either party can elect to reopen the contract if, during the contract term, environmental or other regulatory requirements change FPL's full avoided cost of the unit on which the contract is based.

In accord with the requirements of Rule 25-17.280, Florida Administrative Code, FPL acknowledges in Contract Section 17.6.2 that the renewable energy provider retains all rights to own and sell tradable renewable energy credits (TRECs) associated with electric generation of the renewable facility. FPL's standard offer contract includes a provision to receive the right of first refusal with a specific time limitation for response. Such a condition insures that FPL's ratepayers enjoy all of the attributes associated with renewable generation without imposing a financial penalty upon the owner of the renewable facility.

In conclusion, we find that FPL's proposed standard offer contract, with revised tariff sheets, is in compliance with Rules 25-17.200 through 25-17.310, Florida Administrative Code, and they are hereby approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Standard Offer Contract and associated tariffs proposed by Florida Power & Light Company are hereby approved, effective July 29, 2008. It is further

ORDERED that if a protest is filed within 21 days of issuance of this Order, the tariffs shall remain in effect pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 19th day of August, 2008.

ANN COLE
Commission Clerk

(SEAL)

JEH

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on September 9, 2008.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.	DOCKET NO. 080186-EI ORDER NO. PSC-08-0786-TRF-EI ISSUED: December 2, 2008

The following Commissioners participated in the disposition of this matter:

MATTHEW M. CARTER II, Chairman
LISA POLAK EDGAR
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING REVISED UNDERGROUND DISTRIBUTION TARIFFS

BY THE COMMISSION:

BACKGROUND

Rule 25-6.078, Florida Administrative Code (F.A.C.), defines investor-owned utilities' (IOU) responsibilities for filing updated underground residential distribution (URD) tariffs. The URD tariffs provide standard charges for underground service in new residential subdivisions, and represent the additional costs the utility incurs to provide underground service in place of overhead service. The rule requires IOUs to file updated URD charges for our approval at least every three years, or sooner, if a utility's underground cost differential for the standard low-density subdivision varies from the last approved charge by 10 percent or more. Subsection (3) of the rule requires IOUs to file on or before October 15 of each year a schedule showing the increase or decrease in the differential for the standard low-density subdivision using current material and labor costs.

On October 12, 2007, Progress Energy Florida (PEF) notified us that its underground cost differential for the standard low-density subdivision varied from the last approved differential by 42 percent. To comply with the 10 percent filing requirement of Rule 25-6.078(3), F.A.C., PEF filed a petition for approval of revised underground residential distribution tariffs on April 1, 2008.

In Docket No. 060172-EU, we amended Rule 25-6.078, F.A.C., to require that the differences in net present value (NPV) of operational costs between underground and overhead systems, including average historical storm restoration costs over the life of the facilities, be taken into consideration in determining the URD differential.[1] Prior to the rule revision, URD charges were based on initial installation costs only and did not include the costs of maintenance

[1] See Order No. PSC-07-0043-FOF-EU, issued January 16, 2007, Docket No. 060172-EU, In re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather.

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or storm restoration activities over time. PEF's current URD tariffs were approved in 2006 and were calculated based on the prior rule. PEF's petition incorporates the requirements of amended Rule 25-6.078, F.A.C., for the first time, and includes the differences in operational and storm restoration costs between underground and overhead facilities.

We suspended PEF's proposed tariff by Order No. PSC-08-0333-PCO-EI, issued May 27, 2008. On August 25, 2008, PEF filed revisions to its proposed tariffs and workpapers that included certain corrections. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

DECISION

The URD charges represent the additional costs PEF incurs to provide underground distribution service in place of overhead service, and they are calculated as differentials between the cost of underground and overhead service. The cost of standard overhead construction is recovered through base rates of all ratepayers. In lieu of overhead construction, customers may request underground service. Costs for underground service have historically been higher than for standard overhead construction, and the additional cost is paid by the customer as a contribution-in-aid-of-construction (CIAC). Typically the URD customer is the developer of the subdivision. The URD tariffs provide standard charges for certain types of underground service, and they apply to new residential developments such as subdivisions and townhouses.

PEF developed URD charges based on three model subdivisions: (1) a 210-lot low-density subdivision with a density of one or more, but less than six, dwelling units per acre; (2) a 176-lot high-density subdivision with a density of six or more dwelling units per acre; and (3) a 176-lot high density subdivision with a density of six or more dwelling units per acre taking service at grouped meter pedestals. Examples of this last subdivision type include mobile home parks and R. V. parks. The four largest investor-owned electric utilities use the same standardized model subdivisions to develop their URD charges. While actual subdivision construction may differ from the model subdivisions, the model subdivisions are designed to reflect average overhead and underground subdivisions.

The following table shows PEF's current and proposed URD differentials. The charges shown are per-lot charges.

Table 1

	Current URD differential per lot	Proposed URD differential per lot	Percent Change
210-lot low density	$428	$524	+22%
176-lot high density	$256	$465	+82%
176-lot ganged meters	$165	$245	+48%

To calculate the proposed URD charges, PEF first revised the charges to reflect 2007 labor and material costs. This is how the traditional installed cost of the underground project has been calculated. In addition to the initial installation costs, PEF's proposed URD charges now incorporate the requirements of Rule 25-6.078(4), F.A.C., which requires differences in net present value of operational costs between underground and overhead systems, including average historical storm restoration costs over the life of the facilities, to be taken into consideration in determining the difference in the cost of an underground system and an equivalent overhead system. The rule revision was intended to capture longer term costs and benefits of undergrounding.

The effect of each of the calculations on the URD differential is shown in Table 2, and addressed separately below.

Table 2

Line		210-lot low density subdivision	176-lot high density subdivision	176-lot ganged meters subdivision
A.	Current URD differential per lot	$428	$256	$165
B,	Impact of updated material and labor costs	$89	$108	($46)
C.	Impact of operational costs differential	$144	$169	$190
D.	Impact of storm restoration costs differential	($137)	($67)	($64)
E.	Proposed URD charge per lot (A+B+C+D)	$524	$465	$245

Updated labor and material costs

Subsection (1) of Rule 25-6.078, F.A.C., prescribes that the URD differential is developed by estimating the cost difference between building an underground system and an equivalent overhead system based on the utility's standard engineering and design practices. The installation costs of both underground and overhead service include the material and labor costs to provide primary, secondary, and service distribution lines, and transformers. The cost to provide overhead service also includes poles. The cost to provide underground service includes the cost of trenching and backfilling. The utilities are required to use current cost data.

Labor and material costs increased in 2007. PEF states that the contract labor rates increased by 3.5 percent for overhead, and increased by 7 percent for underground in 2007. PEF

further states that overhead materials increased an average of 15 percent in 2007, while underground materials increased 18 percent in 2007. The cost of transformers increased due to rising costs of steel and copper commodities. Specifically, PEF states that underground transformer costs increased by 41 percent from 2006 to 2008, while overhead transformer costs increased by 31% for the same time period. The larger percentage increase in underground labor and material costs compared to overhead labor and material costs, results in a net increase in the URD charge.

PEF proposes to separately distinguish costs associated with the use of underground conduit, which reduces the URD differential. PEF's current URD differential calculation assumes a 25 percent conduit usage, which is designed to represent the average conduit usage in underground installations. The conduit shields cables buried in the ground and allows PEF to install cable in congested areas and under pavement, where repairs would not be possible. However, actual use of conduit in any particular situation may vary from the 25 percent included in the current URD charge. PEF therefore proposed to remove all conduit costs from the URD calculation, and proposed specific per foot conduit charges if conduit is required. While the removal of the conduit costs currently embedded in the URD calculation lowers the URD charge (since it reduces the costs of underground installations while overhead costs remain the same), it has the greatest impact on the 176-lot ganged meter subdivision model. In the 176-lot ganged meter subdivision, services (line from transformer to the meter) are customer-owned and therefore not part of the underground cost. Services are typically not put in conduit.

Calculation of (non-storm) operational cost difference

Subsection (4) of Rule 25-6.078, F.A.C., prescribes that the differences in NPV of operational costs, over the life of the facilities, between underground and overhead systems, be included in the URD charge. Operational costs include operations & maintenance (O&M) costs and capital costs. PEF's analysis of its historical operational costs shows that the underground facilities are more expensive to operate and maintain than the equivalent overhead facilities.

PEF used its actual, historical capital and O&M expenses for the period 2002 through 2006 to calculate the non-storm operational difference for underground and overhead facilities. PEF states that both the company's management accounting system and the Federal Energy Regulatory Commission accounts include distinctions for overhead versus underground facilities. In the instances where an account does not distinguish between overhead vs. underground work, PEF relied on the materials' component of the costs and allocated labor proportionally. Materials are typically overhead or underground-specific.

In order to calculate operational costs per circuit mile, i.e., unit costs, PEF divided the annual total operational costs for the years 2002 through 2006 for underground and overhead facilities by the number of miles of underground and overhead distribution lines in PEF's service territory. In 2006, PEF had 25,238 miles of overhead lines, and 18,488 miles of underground facilities. While the length of PEF's overhead distribution system remained fairly unchanged from 2002 through 2006, PEF's underground system showed an increase of 30 percent. Finally, PEF calculated a 5-year average of the underground and overhead operational costs per circuit

mile for the years 2002 through 2006. The resulting 5-year average operational costs per circuit mile for overhead is $4,030, and $4,902 for underground.

To calculate the NPV of the overhead and underground operational unit costs, PEF escalated the unit cost at 2.5 percent to adjust for inflation over a period of 38 years. PEF states that 38 years represents the average service life in the company's most recent depreciation study.[2] The 38-year cash flows are then discounted back to arrive at the NPV for overhead operational costs per circuit mile of $63,258, and $76,946 for underground, resulting in a NPV differential of $13,688 per circuit mile. The numbers stated above are shown in the column labeled "Excluding Storm" in Attachment A.

PEF's analysis assumed an 8.1 percent discount rate for the calculation of the NPV. This after-tax weighted average cost of capital is based on a capital structure consisting of 55 percent equity at a cost rate of 11.75 percent and 45 percent debt at a cost rate of 5.87 percent. PEF utilized similar financial assumptions for the company's need determination filing for the Levy Units 1 and 2 nuclear power plant project that we recently approved.[3] Based on this review, we find that the financial assumptions used for this evaluation are reasonable.

The impact of the NPV of the operational costs varies between the subdivisions as shown in Line C of Table 2 because of the difference in miles of line and number of lots in each subdivision. The calculation provided by PEF is shown in Attachment A.

PEF provides several explanations for why the operational costs are higher for underground than overhead facilities. The materials for underground repairs are more expensive than their overhead counterparts. The repair of underground equipment is a more lengthy process than overhead. Underground failures are mostly permanent faults that require repairs, while overhead repairs are more easily indentified visually, and the repairs are generally less time consuming.

Calculation of storm restoration costs

As shown in line D of Table 2, the inclusion of the storm restoration costs in the URD differential lowers the differential, since an underground distribution system incurs less damage than an overhead system as a result of a storm, and thus incurs less restoration costs when compared to an overhead system. In Docket No. 050078-EI, PEF's most recent rate case, PEF calculated an expected annual storm damage cost of $21.4 million. Based on actual experience for the 2004 and 2005 storm seasons, PEF allocated 80 percent of the $21.4 million to distribution ($17.2 million). Since residential subdivisions, which are at issue in this docket, are served by distribution lines only, it is appropriate to only consider storm damage costs associated with distribution lines. The remaining 20 percent was damage to PEF's transmission system.

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[2] See Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

[3] See Order No. PSC-08-0518-FOF-EI, issued August 12, 2008, in Docket No. 080148-EI, In re: Petition for determination of need for Levy Units 1 and 2 nuclear power plants, by Progress Energy Florida, Inc.

The 2004/2005 hurricane season further indicated that 83 percent of the storm damage was done to overhead distribution systems, while the remaining 17 percent of storm damage was done to underground.

To isolate the impact of the storm restoration costs, PEF performed a NPV analysis as described above with and without the storm restoration costs. Line D of Table 2 on page 4 shows the impact of the NPV of the storm restoration differential on the three subdivision models. The calculation is shown in Attachment A.

Inclusion of Lost Pole Rental Revenues in the non-storm O&M Expenses

In Docket Nos. 070231-EI and 080244-EI, Florida Power & Light Company (FPL) proposed the inclusion of lost pole rental revenues in the non-storm operational expenses of its URD calculations. Pole rental revenues are revenues paid to an IOU such as FPL or PEF for use of the utility's poles by third-party attachers, such as cable and telephone companies. FPL is adding in a 30-year NPV of the lost pole rental revenues into the calculation of its non-storm operational costs. The lost pole rental revenues have the effect of increasing the non-storm operational costs, thus raising the per lot URD differential paid by the customer.

Revenues from pole attachments are included as Other Operating Revenues (OOR) in a utility rate case. OOR increases the utility's current revenues and decreases the amount of any increase in rates, thereby reducing rates to all ratepayers. For subdivisions which have all underground facilities, there is no opportunity to generate these beneficial non-rate revenues. This represents lost potential revenues to the utilities, which could benefit all ratepayers. If the differential is reduced to recognize savings to the general body of ratepayers from potential avoided storm restoration costs, then these lost revenues from potential pole attachments are appropriate to be included as operational costs of undergrounding.

PEF has not included lost pole rental revenues in its proposed NPV calculation. We find that PEF shall refile its URD tariff by April 1, 2009, to include consideration of lost pole rental revenues. Pursuant to Rule 25-6.078(3), F.A.C., URD filings are typically due on or before April 1.

Conclusion

In February 2007, Rule 25-6.078, F.A.C., was amended to include the net present value of operational costs in determining the CIAC to be paid by applicants for underground facilities in new residential subdivisions to gain a more accurate cost comparison between overhead and underground installations. PEF has proposed tariffs that implement that rule requirement, and we find that PEF's analysis is reasonable. Because the proposed tariffs require assumptions concerning costs and savings that may change over time, PEF's calculation should be fine-tuned in future filings as more information on the costs and benefits of underground facilities become available. As stated above, PEF shall refile its URD tariff by April 1, 2009, and include lost pole rental revenues in the calculation of the non-storm operational cost differential.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc., is approved, effective November 13, 2008. It is further

ORDERED If a protest is filed within 21 days of the issuance of this order, this tariff shall remain in effect, with any revenues held subject to refund, pending resolution of the protest.

ORDERED that this docket shall be closed upon issuance of a Consummating Order unless a person whose substantial interests are affected by our decision files a protest within 21 days of the issuance of this order.

By ORDER of the Florida Public Service Commission this 2nd day of December, 2008.

ANN COLE
Commission Clerk

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 23, 2008.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Attachment A

Progress Energy Florida
Actuals for 5 Year Period of 2002-2006
Summary of NPV Life Cycle Costs per mile for Overhead and Underground Distribution
Revised 8/22/08

	Including Storm	Excluding Storm	Storm
5 year average OH Unit Costs in 2007 Dollars - Annual	$4,692	$4,030	$662
5 year average UG Unit Costs in 2007 Dollars - Annual	$5,072	$4,902	$170
Differential in 2007 Dollars - OH more (less) than UG	-$380	-$872	$492
NPV of 38 Year Life Cycle			
Overhead	$73,648	$63,258	$10,390
Underground	$79,616	$76,946	$2,670
Differential - OH more (less) than UG	**-$5,968**	**-$13,688**	**$7,720**

NPV Life Cycle Costs - Per Lot Differentials

	OHD	UG			
Low Density-210 lot					
Feet of Line	19,272	17,920			
Miles of Line	3.65	3.4			
Number of Lots	210	210			
Per Lot - OHD			$1,280 *	$1,099	$181
Per Lot - UG			$1,287 **	$1,244	$43
Per Lot - Differential			$7	$144	-$137
High Density-176 lot					
Feet of Line	8,290	8,850			
Miles of Line	1.57	1.7			
Number of Lots	176	176			
Per Lot - OHD			$657	$564	$93
Per Lot - UG			$758	$733	$25
Per Lot - Differential			$101	$169	-$67
High Density-176 lot ganged meters					
Feet of Line	7,973	8,850			
Miles of Line	1.51	1.7			
Number of Lots	176	176			
Per Lot - OHD			$632	$543	$89
Per Lot - UG			$758	$733	$25
Per Lot - Differential			$126	$190	-$64

* $1,280 is calculated as follows: $73,648* 3.65 miles of line / 210 lots
** $1,287 is calculated as follows: $79,616 * 3.4 miles of line / 210 lots

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Application for increase in water and wastewater rates in Alachua, Brevard, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.	DOCKET NO. 060368-WS ORDER NO. PSC-07-0638-PCO-WS ISSUED: August 6, 2007

ORDER GRANTING IN PART AND DENYING IN PART AQUA UTILITIES FLORIDA, INC.'S MOTION FOR EXTENSION OF TIME TO FILE RESPONSE TO JOINT MOTION TO DISMISS AND REQUEST FOR EXPEDITED RULING

On July 31, 2007, the Office of Public Counsel (OPC) and the Attorney General, State of Florida (AG) filed a Joint Motion to Dismiss Aqua Utilities, Inc.'s (Aqua or utility) general rate increase application (Joint Motion). Pursuant to Rules 28-106.103 and 28-106.204(1), Florida Administrative Code, Aqua's response to the Joint Motion is due to be filed on August 7, 2007.

On August 3, 2007, Aqua filed its Motion for Extension of Time and Request for Expedited Ruling (Motion), requesting a five day extension of time to file and serve its response, and requesting that the time for the filing and service of its response be tolled pending a ruling on the Motion. Aqua states that counsel for Aqua has a number of commitments over the next ten days involving various matters pending before this Commission and the circuit courts. Moreover, Aqua and its counsel are expending substantial time and resources responding to voluminous discovery requests of OPC and Commission staff and in the preparation of rebuttal testimony addressing issues raised at the customer service hearings. Finally, Aqua argues that in light of the drastic remedy sought by the Joint Motion and the significance of the stakes for Aqua raised by the Joint Motion, it is eminently reasonable to permit Aqua five additional days to file its response on August 13, 2007. OPC and the AG have advised counsel for Aqua that they object to the Motion.

Upon consideration of the Motion, and in consideration of the fact that it is in all the parties' and this Commission's best interests for the Joint Motion to be resolved as soon as is practicable, Aqua's Motion is granted in part and denied in part. Aqua shall be allowed three additional days in which to file its response to the Joint Motion. Aqua's response shall be filed on or before August 10, 2007.

It is, therefore

ORDERED by Commissioner Matthew M. Carter II, as Prehearing Officer, that Aqua Utilities, Inc.'s Motion for Extension of Time and Request for Expedited Ruling is granted in part and denied in part. Aqua shall file its response to the Joint Motion to Dismiss by August 10, 2007.

By ORDER of Commissioner Matthew M. Carter II, as Prehearing Officer, this 6th day of August, 2007.

/s/ Matthew M. Carter II
MATTHEW M. CARTER II
Commissioner and Prehearing Officer

This is an electronic transmission. A copy of the original signature is available from the Commission's website, www.floridapsc.com, or by faxing a request to the Office of Commission Clerk at 1-850-413-7118.

(SEAL)

RG

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Application for increase in water and wastewater rates in Alachua, Brevard, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.	DOCKET NO. 060368-WS ORDER NO. PSC-07-0656-PCO-WS ISSUED: August 14, 2007

SECOND ORDER REVISING ORDER ESTABLISHING PROCEDURE AND GRANTING AQUA UTILITIES FLORIDA, INC.'S UNOPPOSED MOTION FOR EXTENSION OF TIME TO FILE REBUTTAL TESTIMONY TO CONCERNS RAISED AT CUSTOMER SERVICE HEARINGS

On August 10, 2007, Aqua Utilities Florida, Inc. (AUF or utility) filed its Unopposed Motion for Extension of Time to File Rebuttal Testimony to Concerns Raised at Customer Service Hearings and Request for Expedited Ruling (Motion). In it, AUF states that it is currently engaged in a number of significant tasks in this proceeding, including addressing and responding to customer complaints raised at customer service hearings, responding to ongoing discovery requests, reviewing and analyzing the prefiled testimony and exhibits recently filed by the Office of Public Counsel (OPC), and preparation for requested oral argument on the Joint Motion to Dismiss filed by OPC and the Attorney General, State of Florida (AG). AUF requests an additional 7 days in which to file its rebuttal testimony and exhibits addressing concerns raised at the customer service hearings.

Being fully advised on the premises and noting the Motion is unopposed by OPC and the AG, I find it appropriate to grant the Motion. Order No. PSC-07-0219-PCO-WS, issued March 9, 2007, Establishing Procedure in this docket, and Order No. PSC-07-0540-PCO-WS, issued June 28, 2007, First Order Revising Order Establishing Procedure in this docket, are hereby revised to reflect that AUF shall file its rebuttal testimony and exhibits addressing concerns raised at the customer service hearings by August 28, 2007.

It is, therefore

ORDERED by Commissioner Matthew M. Carter II, as Prehearing Officer, that Order Nos. PSC-07-0219-PCO-WS, Establishing Procedure, and PSC-07-0540-PCO-WS, First Order Revising Order Establishing Procedure, are hereby revised as set forth in the body of this Order. It is further

ORDERED that Aqua Utilities, Inc.'s Unopposed Motion for Extension of Time to File Rebuttal Testimony to Concerns Raised at Customer Service Hearings and Request for Expedited Ruling is granted. AUF shall file its rebuttal testimony and exhibits addressing concerns raised at the customer service hearings by August 28, 2007. It is further

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ORDERED that that all other provisions of Order Nos. PSC-07-0219-PCO-WS and PSC-07-0540-PCO-WS remain in effect, and they, and the provisions of this Order, shall govern this proceeding unless modified by the Commission.

By ORDER of Commissioner Matthew M. Carter II, as Prehearing Officer, this 14th day of August, 2007.

MATTHEW M. CARTER II
Commissioner and Prehearing Officer

(SEAL)

RG

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of 2007 revisions to underground residential and commercial distribution tariff, by Florida Power & Light Company.	DOCKET NO. 070231-EI ORDER NO. PSC-07-0835-TRF-EI ISSUED: October 16, 2007

The following Commissioners participated in the disposition of this matter:

LISA POLAK EDGAR, Chairman
MATTHEW M. CARTER II
KATRINA J. McMURRIAN
NANCY ARGENZIANO
NATHAN A. SKOP

ORDER APPROVING TARIFFS

BY THE COMMISSION:

Background

Rule 25-6.078, Florida Administrative Code (F.A.C.), defines investor-owned utilities' (IOU) responsibilities for filing updated underground residential distribution (URD) tariffs. This rule requires IOUs to file updated URD charges for Commission approval at least every three years, or sooner if a utility's underground cost differential for the standard low-density subdivision varies from the last approved charge by 10 percent or more. The rule requires IOUs to file on or before October 15 of each year a schedule showing the increase or decrease in the differential for the standard low-density subdivision.

On October 13, 2006, Florida Power and Light Company (FPL) notified us pursuant to Rule 25-6.078, F.A.C., that its underground cost differential for the standard low-density subdivision varied from the last approved differential by 31.01 percent.[1] FPL's current URD charges were approved in 2005.[2]

To comply with the 10 percent filing requirement of Rule 25-6.078, F.A.C., FPL filed this petition for approval of 2007 revisions to FPL's URD and underground commercial/industrial distribution tariffs and their associated charges on April 2, 2007. We suspended the tariff by Order No. PSC-07-0484-PCO-EI, issued June 8, 2007. On June 15 and

[1] Rule 25-6.078, F.A.C., was recently amended as part of our rulemaking proceedings to require electric utilities to strengthen Florida's electrical infrastructure. The amended rule became effective on February 1, 2007. However, because FPL initiated this matter by its notification to us on October 13, 2006, the prior rule governs in this instance.
[2] See Order No. PSC-05-0952-TRF-EI, issued October 6, 2005, in Docket No. 050226-EI, In re: Petition for approval of 2005 revisions to residential and commercial distribution tariff by Florida Power & Light Company.

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July 30, 2007, FPL filed responses to our staff's data requests that contained clarifications and additional documentation.

We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes.

Underground Residential Differential (URD) Tariff

The URD charges represent the additional costs FPL incurs to provide underground distribution service in place of overhead service, and are calculated as differentials between the cost of underground and overhead service. Costs for underground service have historically been higher than for standard overhead construction. The URD differential is paid by the applicant as a contribution-in-aid-of-construction (CIAC). The URD tariffs provide standard charges for certain types of underground service, and apply to new residential developments such as subdivisions and townhouses.

FPL developed the URD charges based on the platted design model of the following three residential subdivisions: (1) a 210-lot low-density standard Commission approved subdivision with a density of one or more, but less than six dwelling units per acre; (2) a 176-lot high-density subdivision with a density of six or more dwelling units per acre; and (3) a high-density subdivision where service is provided using grouped meter pedestals. Examples of the grouped meter pedestals subdivision include mobile home and RV parks. All four major investor-owned electric utilities use the same three standardized platted designed subdivisions to develop their URD charges, as required by Rule 25-6.078, F.A.C. FPL's current costs for the URD differential per lot by type of subdivisions are: $444.01 for the 210-lot low-density subdivision; $236.29 for the 176-lot high-density subdivision; and $41.31 for the high-density subdivision where service is provided using grouped meter pedestals. The type and cost of materials used in building the standardized subdivisions are based on the square footage of the homes connected, the wire size used in the overhead and underground feeders, the size and number of transformers used, the number of homes connected to each transformer serving the subdivision, and the total power usage of all homes in the subdivision. The assumptions are detailed in Attachment A.

According to Rule 25-6.115, F.A.C., the URD differential is developed by estimating the cost per lot of both underground service and overhead service, and is based on the utility's standard engineering and design practices. The difference between the cost per lot of overhead service and underground service is the per lot charge that an applicant must pay when requesting underground service in lieu of standard overhead service. The cost of both underground and overhead service include the material and labor costs to provide primary, secondary, and service distribution lines and transformers. The cost to provide underground service also includes the cost of trenching and backfilling.

Three main factors impacted FPL's proposed URD differentials for 2007: (1) a design change for the overhead high-density and grouped meter subdivisions, (2) increased transformer and material costs, and (3) increased labor costs. Increases in material and labor cost were higher for underground service than for corresponding overhead service, resulting in an increase in the low density subdivision differential. The low-density design was not affected by the rear

to front-lot design change which affected costs for high-density and grouped meter designs. For high-density and grouped meters, the move from rear-lot line to front-lot line service resulted in the need for more poles and larger transformers for overhead service, which narrowed the difference between the cost of overhead and underground installed.

The following table shows FPL's current and proposed URD differentials:

Type of Subdivision	Current URD Differential Per Lot	Proposed URD Differential Per Lot	Percent Change
210-Lot Low-Density	$444.01	$562.80	+27%
176-Lot High-Density	$236.29	$86.70	-63%
Grouped Meter Pedestals	$41.31	$0.00	-100%

A. Impacts to all URD Differentials

Transformer and Material Costs. FPL has experienced increased costs for many of the materials used in the construction of its model subdivisions, especially transformers, since its last URD filing in 2005. Wire and cable costs for overhead subdivisions have gone up 24% while wire and conduit costs for underground subdivisions have gone up 31%. In response to inquiries from our staff, FPL states that it has used competitive bidding and a range of three to six suppliers for most commodities to control costs and receive the most competitive price possible.

FPL's transformer costs are found in the table below, with the costs the same for both high and low-density subdivisions.

Type of Subdivision	KVA Per Transformer	2005 Cost	2007 Cost	Percentage Change
Overhead	25	$396.37	$481.04	+21%
	50	$561.49	$695.71	+24%
	75	N/A	$1178.01	N/A
Underground	25	$798.98	$1265.05	+58%
	50	$1022.30	$1607.74	+57%
	75	$1235.71	$1770.48	+43%

In response to staff's inquiries, FPL stated that the increased costs for transformers were caused by product shortages and a substantial rise in worldwide demand for the raw material

commodities used in the manufacture of the transformers, such as steel, aluminum, copper, and oil. Similar to its sourcing on other types of supplies, FPL stated that it attempted to keep the cost of materials down by requiring competitive bidding. Specifically for transformers, FPL stated that it solicited bids from two to 10 suppliers from an approved list of suppliers who meet the company's safety, reliability, and cost criteria. FPL stated that it had recently approved new manufacturers in Mexico and South Korea to supplement, diversify, and broaden the company's current domestic supplier base.

Labor Costs. FPL uses a mixture of company personnel and outside contractors to do its overhead and underground service work. Three quarters of the underground and nearly half of the overhead service work is performed by contractors, with the rest of the work being done by company personnel and a mix of contractors and personnel. FPL's labor rates are based on a blended analysis of the in-house and contract labor costs. FPL's hourly overhead labor rates rose by approximately 25% from 2005 to 2007, increasing from $80.21 to $100.25 per hour. FPL's hourly underground labor rates rose by approximately 15% from 2005 to 2007, increasing from $78.20 to $89.82 per hour. FPL uses short-term (3-year) labor contracts for much of its contract labor force, with many of the current contracts signed in 2006 and running through 2009. The increased labor costs have been driven by shortages of trained personnel stemming from the highly active 2004 and 2005 storm seasons. FPL asserted that even with the increases in labor costs, it was still more cost efficient to use a blend of in-house and contractor labor, because the amount of additional company employees required to perform all of the overhead and underground work throughout FPL's service territory would cause significant increases in personnel and benefits costs.

Increases in costs for material, transformers, and labor contributed to the rise in the differential of the low-density subdivision. Unlike the high-density and grouped meter subdivisions, the low-density subdivision did not have a change in design or types of transformers used from 2005 to 2007, causing there to be no offset to the significant increases in the costs for underground transformers. Also, though underground labor costs did not increase as quickly as overhead costs, the amount of underground construction man hours required increased slightly (up 3.25% from 2005) while overhead hours decreased (down 0.04%). The result of all of these factors were that costs for the underground low-density subdivision rose faster (up 21% from 2005 to 2007) than the costs for the overhead low-density subdivision (up 19%), increasing the amount of the differential.

B. Impacts to the High-Density and Grouped Meter URD Differentials

Design Change. In January of 2007, we adopted Rule 25-6.0341, F.A.C., which governs the location of a utility's electric distribution facilities.[3] Rule 25-6.0341(1), F.A.C., states:

> In order to facilitate safe and efficient access for installation and maintenance, to the extent feasible and cost-effective, electric distribution facilities shall be placed adjacent to a public road, normally in **front** of the customer's premises. (emphasis added)

FPL had previously used rear-lot construction for overhead low and high density distribution services, finding that particular type of design to be more efficient, reliable, and cost effective. However, in order to comply with the new rule, FPL redesigned its model for the overhead high density and grouped meter residential subdivisions to front-lot construction. In a response to our staff's data request, FPL stated that the front-lot construction requires secondary road crossings to serve applicants on the opposite side of the street from the overhead pole line. In order to meet voltage drop and flicker guidelines as set forth in Rules 25-6.034 and 25-6.026, F.A.C., the additional secondary conductor requires some changes in the number, sizes and spacing of overhead transformers which results in a difference in lateral loading. The elimination of the use of the rear-lot lines caused numerous changes in the physical layout of the overhead high-density subdivision design. The chart below shows the changes.

Overhead High Density

Changes in physical Layout	2005 Rear-lot design	2007 Front-lot design
Feeder phase	3	2
Number of poles	61	86
Height of poles	35'-5"	40'-5"
Number of transformers	18	21
Size of transformers		
25KVA	2	2
50KVA	16	7
75KVA	0	12
Secondary conductor footage	6289'	7124'

In addition to the changes in the physical layout, labor costs for the installation of the overhead primary, secondary, poles, and transformers have also increased from 2005 to 2007. As shown in the chart above, the change to the front-lot line construction design required the use of three additional transformers. In some cases, the transformer sizes were also increased to

[3] See Order No. PSC-07-0043-FOF-EU, issued January 16, 2007, in Docket No. 060172-EU, In re: Proposed rules governing placement of new electric distribution facilities underground, and conversion of existing overhead distribution facilities to underground facilities, to address effects of extreme weather events, and Docket No. 060173-EU, In re: Proposed amendments to rules regarding overhead electric facilities to allow more stringent construction standards than required by the National Electric Safety Code.

accommodate the additional secondary conductors needed to serve homes on the opposite side of the street from the primary pole line. The additional transformer, pole, and wiring requirements in the new front-lot design has also caused an 18.7% increase in the amount of construction man-hours of the overhead high-density subdivision (to 797 hours from 672 in 2005).

The net effect of the extra poles, transformers, and the increased man-hours required to install them caused the costs of the overhead high-density subdivision to rise faster (increasing 45% from 2005 to 2007) than the costs of the underground high-density subdivision (which increased 19%), lowering the total amount of the differential between the underground and overhead subdivisions.

The model grouped meter subdivision also experienced increased overhead costs due to a shift to front-lot design. The effect of the increased overhead costs was to eliminate the differential for model grouped meter subdivisions, meaning that new mobile home and RV parks will not pay an extra CIAC amount to receive underground service. We note that the overhead and underground costs for the model grouped meter subdivision have historically been modest compared to other types of subdivisions.

Other Changes. In addition to the changes to its standard subdivision differentials, FPL proposed revisions to the charges for applicants requesting new underground service laterals from overhead distribution systems, and underground service laterals replacing existing services. FPL's URD tariff also provides credits to applicants who do their own trenching or installation of an FPL-provided conduit. FPL has proposed increases to those credits.

FPL has also proposed to modify its Performance Guaranty Agreement for Residential Subdivision Developments (PGAR). The PGAR is required of all subdivisions who wish to receive underground service, but whose projected two-year revenues may not be certain enough to cover the cost of installing underground facilities. The PGAR requires that an amount be paid in cash, surety bond, or irrevocable letter of credit over and above the CIAC for all transformers in the subdivision which will not be utilized, in the opinion of FPL, within two years of installation. FPL proposes to change the conditions under which transformers are considered utilized. The company seeks to alter the utilization threshold from one installation of service per transformer to two, and remove streetlights from being considered as an installation of service. In response to our staff's inquiries, FPL stated that sufficient revenue justification for purposes of the agreement now required that two homes be connected per transformer instead of one. The company also stated that since street lights were regulated under tariff sheet SL-1, and revenues were already being generated to cover the street lighting costs, counting the street light revenues again for purposes of justifying the cost of a subdivision underground system constituted effective double counting of the revenues, causing the amount of the PGAR to be lower than it should.

We have reviewed the proposed charges and their accompanying workpapers, and find that they are reasonable. Accordingly, FPL's proposed URD tariff sheets and charges are approved.

Underground Commercial/Industrial Distribution (UCD) Tariff

FPL's proposed UCD tariff contains revised standard charges for new commercial and industrial applicants who request underground distribution service in lieu of standard overhead service. The tariff provisions are patterned after those that are required by rule to be filed for underground residential service. Rule 25-6.078, F.A.C., does not require tariffed differentials for commercial and industrial applicants.

The UCD tariff contains charges for commercial underground distribution facilities such as laterals, risers, pad-mounted transformers, and handholes. In addition, the UCD tariff provides for credits that apply if the applicant provides trenching and backfilling. The charges are derived from cost estimates of underground commercial distribution facilities and their equivalent overhead design. The estimates were made using standard FPL design and 2007 labor and material costs. FPL's current UCD tariff is based on 2004/05 cost data.

The proposed revisions to the UCD charges and credits reflect updated labor and material costs, resulting in increases to the differentials for commercial underground distribution facilities, and increases to the credits provided for work performed by the applicant. In addition, FPL has proposed increased differential charges for small commercial 2-wire and 3-wire underground service and pad-mounted secondary junction cabinets.

Upon review of the proposed charges and the accompanying workpapers, we find that they are reasonable. Although there is no requirement that UCD tariffs with specific standardized charges be filed by investor-owned utilities, we find that standard charges promote efficiency and avoid controversy which may result from applicant-specific estimates of undergrounding costs. Accordingly, the proposed tariff sheets and charges are reasonable and are approved.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Petition for approval of 2007 revisions to underground residential and commercial/industrial distribution tariffs by Florida Power & Light Company is approved. It is further

ORDERED that the tariffs shall be effective as of October 9, 2007. It is further

ORDERED that if a protest is filed within 21 days of the issuance of this Order, the tariffs shall remain in effect with any charges held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 16th day of October, 2007.

ANN COLE
Commission Clerk

(SEAL)

RRJ

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on November 6, 2007.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FPL's Design Assumptions for overhead and underground

OVERHEAD DESIGN	**LOW DENSITY (210 Lot)**	**HIGH DENSITY (176 Lot)**
a. A/C or Heat Pump (tons)	3.5	2.5
b. Heat Strips (kW)	5	5
c. Subdivision Total Power Usage (kva)	1650	1300
d. Total Transformers	61	21
e. Average Homes per Transformer	3.4	8.4
f. Size of Home (sq. ft.)	2100	1500
g. Total Cable Feet	43682	25575
h. Number of Phases	3	2

UNDERGROUND DESIGN	**LOW DENSITY (210 Lot)**	**HIGH DENSITY (176 Lot)**
a. A/C or Heat Pump (tons)	3.5	2.5
b. Heat Strips (kW)	5	5
c. Subdivision Total Power Usage (kva)	1250	700
d. Total Transformers	24	12
e. Average Homes per Transformer	8.8	14.6
f. Size of Home (sq. ft.)	2100	1500
g. Total Cable Feet	48486	25839
h. Number of Phases	2	2
i. Loop Design	Yes	Yes
j. Cable in Conduit	Yes	Yes

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for approval of revision to Sebring Rider, Rate Schedule SR-1, by Progress Energy Florida, Inc.	DOCKET NO. 060342-EI ORDER NO. PSC-06-0592-TRF-EI ISSUED: July 7, 2006

The following Commissioners participated in the disposition of this matter:

LISA POLAK EDGAR, Chairman
J. TERRY DEASON
ISILIO ARRIAGA
MATTHEW M. CARTER II
KATRINA J. TEW

ORDER APPROVING REVISION TO SEBRING RIDER TARIFF

BY THE COMMISSION:

BACKGROUND

On April 12, 2006, Progress Energy Florida (Progress Energy) filed a petition for Commission approval of revisions to its Sebring Rider (SR-1) tariff.

The Sebring Rider was approved in Commission Order No. PSC-92-1468-FOF-EU, issued on December 17, 1992, in Docket No. 920949-EU, In Re: Joint Petition of Florida Power Corporation and Sebring Utilities Commission for Approval of Certain Matters in Connection with the Sale of Assets by Sebring Utilities Commission to Florida Power Corporation. Prior to 1992, the City of Sebring operated a municipal utility under the Sebring Utility Commission. Faced with bankruptcy due to escalating debt obligations, the city approved the sale of the utility and its assets. Tampa Electric Company purchased the generating assets, and Progress Energy (then Florida Power Corporation) agreed to purchase the utility assets and take over the remaining debt, making Sebring customers customers of Progress Energy. Since the debt had been incurred by the Sebring Utility Commission on behalf of the residents of the City, Progress Energy argued that the cost of the purchase price above the net book value of the assets acquired, plus the 'going concern' value, should not be spread to the remainder of Progress Energy's ratepayers. Instead, Progress Energy petitioned for a special 15 year surcharge or rider that would recoup this debt from the residents of the City of Sebring. At the time, even with the Sebring Rider added to Progress Energy's existing rates, residents of Sebring were paying less than they did under the Sebring Utility Commission's management. The terms of the agreement required that all customers of Sebring as of the date of closing and all future customers in Sebring's service territory would be subject to the rider. The Sebring Rider is scheduled to terminate at the end of March 2008. As of February 2006, Progress Energy had

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

recovered some $42.7 million out of $50.5 million that was approved to be recovered through the rider.

The Commission recognized that the Sebring Rider might need to be adjusted over time to match the rider revenues to the debt service requirements as closely as possible. Therefore, the Commission retained jurisdiction over all aspects of the rider and directed Progress Energy to review the rider on an annual basis and submit the results of the review to the Commission. In Order No. PSC-96-1194-FOF-EI, issued September 23, 1996, in Docket No. 960905-EI, In Re: Petition for approval to revise Sebring Rider, Rate Schedule SR-1, by Florida Power Corporation, the Commission ordered a change from the annual review of the Sebring Rider to a three year review cycle to allow identification of trends more representative of future performance and permit better calibration in setting the level of the rider. To comply with the revised 3-year filing requirement of the rider, Progress Energy filed its petition.

We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes, and as explained below, we approve Progress Energy's request to adjust the Rider rate from 1.524 cents per kWh to 1.293 cents per kWh.

DECISION

The Sebring Rider is a formula rate similar to other rates that the Commission has established. The amount of the Sebring Rider is simply the total dollars to be recovered divided by the total number of kWh sales forecasted over a fifteen year time period.

As noted above, the rider was to be collected from all customers of Sebring as of the date of closing, and all future customers in Sebring's service territory would also be subject to the rider. During the most recent review of the rider, Progress Energy discovered it had made errors in identifying customers who should be paying the rider in the former Sebring service territory. Progress Energy stated that some 932 customers that should have been paying the rider were not, and some 55 customers were paying the rider who should not have been. Progress Energy asserted that the errors were caused by inaccurate and ill-defined service territory maps received from the former Sebring utility commission and changes to some of the street names and roadways within the former Sebring service territory.

Progress Energy stated it was in the process of crediting the 55 customers who overpaid for a period of overpayment up to two years in the past, for a total amount of $16,000 including interest, or approximately $291 per customer. The two year period is set by the availability of customer billing records maintained by Progress Energy. Progress Energy also stated that it intended to back bill the 932 customers who should have paid the rider approximately $314,000, or approximately $337 per customer, representing one year's past billing. Pursuant to Rule 25-6.106, Florida Administrative Code, a utility may not back bill for a period greater than 12 months when the undercharge was a result of the utility's mistake.

In response to staff inquiries, Progress Energy provided spreadsheets showing the actual back bill amounts per customer, which ranged from $.05 to $22,555. The spreadsheets raised a concern that some of the commercial and larger residential customers would be adversely

affected if large back bill amounts of thousands of dollars were collected over a period of one year. After discussions with our staff, Progress Energy has agreed to collect the back bill amount from all 932 customers over a period of two years.

To synchronize the financial effects from the differing time periods for refunds and back billed amounts, Progress Energy has said that it will absorb $253,836, which represents the second years' back bill the company could not collect from customers per Commission Rule 25-6.106. The total amount to be collected through the rider will thus be reduced by $253,836.

To avoid future errors, Progress Energy states it has developed a more accurate geographic information system (GIS) map showing exact streets and properties subject to the rider. It has also changed its work order format to include a check-off option to indicate if an installation or turn on of electric service is subject to the rider. Progress Energy also indicated it is developing a closer working relationship with both the City of Sebring and Highlands County to ensure that any changes in road and street names are more quickly communicated to the utility to keep its records up to date.

We agree that the rider should be revised. Using an updated sales forecast through the end of the rider's 15 year term, Progress Energy has calculated a revised rider of 1.293 cents per kWh compared to the current rider of 1.524 cents per kWh. Attachment A to this Order shows the calculation and comparison of the rider from its initiation through the present. The attachment was prepared and developed by Progress Energy as part of its initial filing in this docket.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the petition for approval of revision to Sebring Rider, Rate Schedule SR-1, by Progress Energy Florida, Inc. is granted. It is further

ORDERED that the revised tariff shall be effective on the first billing cycle of August 2006. It is further

ORDERED that if a protest is filed within 21 days of issuance of the Order, the current tariff shall remain in effect with any revenues held subject to refund pending resolution of the protest. It is further

ORDERED that if no timely protest is filed, this docket shall be closed upon the issuance of a Consummating Order.

By ORDER of the Florida Public Service Commission this 7th day of July, 2006.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on July 28, 2006.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Petition for approval of revised underground residential distribution tariffs, by Progress Energy Florida, Inc.	DOCKET NO. 060017-EI ORDER NO. PSC-06-0587-CO-EI ISSUED: July 6, 2006

CONSUMMATING ORDER

BY THE COMMISSION:

By Order No. PSC-06-0479-TRF-EI, issued June 5, 2006, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No response has been filed to the order, in regard to the above mentioned docket. It is, therefore,

ORDERED by the Florida Public Service Commission that Order No. PSC-06-0479-TRF-EI has become effective and final. It is further

ORDERED that this docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of July, 2006.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records

(SEAL)

MCB

DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of the Commission Clerk and Administrative Services and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

April 12, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Report of Contracts signed by County Manager and Staff for February, 2011 (Amended)

Amount
N/A

Description
Request Approval of the Report of Contracts Signed by County Manager for February 2011

Recommendation
Accept the Report of Contracts and include a copy of the agreements in the minutes of the Board of County Commissioners.

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 the County Manager or Staff during February 2011

Documents Requiring Action
Report of Contracts signed by County Manager and Staff - February 2011

Executive Summary
List of Contracts signed by County Manager and County Staff for October and November 2010 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements 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
Whetehr to include the contracts in the Board minutes

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 February 2011 Final.pdf

CON S SIGNED BY COUNTY MANAGER OR STAFF FEBR 011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7331	FLORIDA DEPARTMENT OF LAW ENFORCEMENT	NA	USER AGREEMENT TO ALLOW ACCESS TO FDLE DATABASES	7/6/2010	COURT SERVICES	SIGNED BY County 7/6/2010 - received fully executed agreement from FDLE on 2-22-2011
7267	UNIVERSITY OF FLORIDA	NA	REAFFIRMATION OF MEMORANDUM OF UNDERSTANDING WITH IFAS REGARDING FUNDING OF POSITIONS	2/8/2011	COMMUNITY SUPPORT SERVICES - AGRICULTURAL EXTENSION	
7037	CITY OF GAINESVILLE AND THE ALACHUA COUNTY HOUSING AUTHORITY	na	SECOND AMENDMENT TO FUNDING AGREEMENT FOR THE OFFICE ON HOMELESSNESS	2/8/2011	COMMUNITY SUPPORT SERVICES - POVERTY REDUCTION	
7535	G. I. HOLDINGS LLC	($24,750.00)	LEASE AGREEMENT FOR OFFICE SPACE AT 14 S MAIN ST FOR GUARDIAN AD LITEM	2/14/2011	ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT	5 year lease. Cost reflects April-September 2011 Occupancy.
7542	FLORIDA BLUE KEY SPEAKERS BUREAU	($10,000.00)	TOURIST DEVELOPMENT GRANT TO PROVIDE FUNDING FOR THE 27TH ANNUAL SPEECH AND DEBATE TOURNAMENT OCTOBER 28 - 31, 2010	2/17/2011	COUNTY MANAGER - VISITORS AND CONVENTION BUREAU	Funded from Bed Tax
7543	UNIVERSITY OF FLORIDA CONFERENCE DEPARTMENT	($2,106.00)	TOURIST DEVELOPMENT GRANT TO PROVIDE FUNDING FOR 2nd BIENNIAL AMAZONIAN AND ANDEAN STUDIES CONFERENCE	2/17/2011	COUNTY MANAGER - VISITORS AND CONVENTION BUREAU	Funded from Bed Tax
7544	FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS	($10,000.00)	TOURIST DEVELOPMENT GRANT TO PROVIDE FUNDING FOR CONTINUING EDUCATION CONFERENCE October 14 - 15, 2010	2/17/2011	COUNTY MANAGER - VISITORS AND CONVENTION BUREAU	Funded from Bed Tax
7543	ZETA PHI CHAPTER OF KAPPA ALPHA PSI	$850.00	LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS ON FEBRUARY 19TH 2011	2/18/2011	PUBLIC WORKS - PARKS	
7246	BOONE IMPROVEMENTS, INC	($16,776.00)	FIRST AMENDMENT TO AGREEMENT FOR LAWN SERVICES FOR THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT	2/21/2011	COMMUNITY SUPPORT SERVICES	Funded from Assessment
7564	ALACHUA COUNTY YOUTH FAIR AND LIVESTOCK SHOW ASSOCIATION, INC	NA	LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS FROM FEBRUARY 23 - MARCH 9, 2011	2/24/2011	PUBLIC WORKS - PARKS	

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES

#7037

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 8, 2011

M E M O R A N D U M

To: John Skelly
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on February 8, 2011 & Received in Contracts February 8, 2011**

Enclosed please find two originals 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; ALACHUA COUNTY HOUSING AUTHORITY; ALACHUA COUNTY

Second Amendment to the Interlocal Agreement for provisions to the Office of Homelessness
Term: October 1, 2009 – September 30, 2011
Amount: N/A Account: N/A

Please forward one original to each of the vendors and keep a copy for your file.

Thank you for your assistance.

Enclosures

Cc: Finance & Accounting
Purchasing
OMB

JDJ/jcp

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Amendment Two to Interlocal Agreement with City of Gainesville (COG) and Alachua County Housing Authority (ACHA) for Office on Homelessness (OOH)

DEPARTMENT:	RETURN TO	CONTACT: John Skelly
Community Support Services	John Skelly	PHONE 264-6749

DOCUMENT(S) REQUIRING ACTION:	Amendment Two	AMOUNT: $0

EXECUTIVE SUMMARY: Amendment Two amends Section 5. Method of Payment of the original agreement. This amendment provides for suspension of the ACHA's ability to receive compensation for services provided by the OOH in the case of late or absent submission or required quarterly reports and invoices from the OOH. The ability to obtain compensation would be restored upon the submission of required quarterly reports and invoices to the City of Gainesville.

BACKGROUND: While the Office of Homelessness was established by interlocal agreement among the City of Gainesville, Alachua County Housing Authority and Alachua County in 2006, there have been repeated and extended periods during which the ACHA submitted no invoice for the expenses incurred pursuant to delivering services of the Office on Homelessness. In order to ensure that the ACHA submits timely invoices at the end of each calendar quarter, and ensure that the City of Gainesville can maintain an accurate and up to date accounting of expenses for this project, this amendment is being put in to place.

ISSUES: The amendment once fully executed will establish a means to ensure that timely invoices and quarterly reports are forthcoming from the ACHA in the future. ACHA has been submitting timely invoices and reports for the recent past, but since 2006 there has been less than adequate invoicing that has led to unnecessary complications and delays in the payment/compensation process.

ACTION

Recommendation: Approve and execute Amendment Two to the Interlocal Agreement among the COG, ACHA and Alachua County.

BUDGETARY IMPACT

Recommendation: This amendment has no fiscal impact as the funds for the operation of the OOH under terms of this interlocal agreement, as amended, have been previously provided by the BOCC.

Funding Sources: None

Associated Costs None

Account Code: NA

ATTACHMENTS: Amendment Two to the Interlocal Agreement among City of Gainesville, Alachua County Housing Authority, and Alachua County.

Original interlocal agreement for OOH for the period October 1, 2008 through September 30, 2009.

SUGGESTED REFERENCE MATERIAL: No reference materials are suggested.

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
1/27/11			RL	RHR 3/8/11

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE AND THE ALACHUA COUNTY HOUSING AUTHORITY

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this 8th day of February, 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", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated April 8, 2009, as extended by First Amendment commencing on October 1, 2009 and continuing until September 30, 2011 (collectively referred to as the "Interlocal Agreement"), for the provision of administrative services and operation of the City of Gainesville/Alachua County Office on Homelessness; and,

WHEREAS, ACHA has not timely submitted invoices and quarterly reports as required by the Interlocal Agreement and this has made it difficult for the City to properly manage the Interlocal Agreement and for the County and City to be fully apprised of the work performed by the Office on Homelessness, therefore the parties wish to further amend the Interlocal Agreement to make clear that the ACHA is not authorized to provide services under the Interlocal Agreement if they fail to timely file invoices and quarterly reports;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to further amend the Interlocal Agreement as follows:

A. Section 5 of the Interlocal Agreement is amended in its entirety to read as follows:

5. Method of Payment/Stop Work – For all services actually, timely and faithfully performed, the ACHA will be paid $18,000 on a quarterly basis for each of the eight (8) quarters of the two-year term of this Agreement. The ACHA shall submit an invoice to the City within 15 days of the end of each calendar quarter and shall allow the City 15 days to process payments. Each invoice shall be in sufficient detail to indicate the expenses incurred by the ACHA under this Agreement, and payment shall be contingent upon the ACHA submitting quarterly reports as required by Section 4. In the event an invoice and quarterly report are not received by the City within 15 days of the end of a calendar quarter, the ACHA (including the Director of Homeless Services and the Office on Homelessness) is not authorized to provide further services under this Agreement until such time as the delinquent invoice and report are submitted to the City. In the event the ACHA (including the Director of Homeless Services and the Office on Homelessness) disregards this provision and continues to provide services, such services shall be provided at the sole cost and expense of the ACHA and shall not be eligible for reimbursement under this Agreement.

B. Pursuant to §163.01 (11), Florida Statutes, this amendment shall be deemed effective upon the official recording of the fully executed amendment with the Alachua County Clerk of Courts.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement shall be and remain in full force and effect.

This amendment will take effect upon signature by the parties.

ALACHUA COUNTY, FLORIDA

Attest:_____
Clerk, by Deputy Court

By:_____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURES OF ADDITIONAL PARTIES ARE ON FOLLOWING PAGES

CITY OF GAINESVILLE

Attest: _____
Clerk of the Commission

By: _____
Craig Lowe, Mayor
City of Gainesville

APPROVED AS TO FORM AND LEGALITY

_____
City Attorney – Senior Assistant

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURES OF ADDITIONAL PARTY IS ON THE FOLLOWING PAGE

ALACHUA COUNTY HOUSING AUTHORITY

Attest: _____ By: _____
Gail Monahan, Executive Director

APPROVED AS TO FORM

_____
Alachua County Housing Authority Attorney

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#7267

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 14, 2011

MEMORANDUM

To: Cynthia Sanders
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
February 8, 2011 & Received in Contracts February 10, 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.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
Reaffirmation Letter to the Memorandum of Understanding for IFAS
Term: January 1, 2010 – December 31, 2012
Amount: N/A Account: N/A

Please have the vendor sign and return the fully-executed original to me for inclusion into the County Manager's Report. Thank you for your assistance.

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
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:	**Reaffirmation letter of the Memorandum of Understanding between the Alachua County Board of County Commissioners and University of Florida/IFAS (MOU)**

DEPARTMENT:	RETURN TO	CONTACT: Cynthia Sanders
CSS/Cooperative Extension	Cynthia Sanders	PHONE 955-2402

DOCUMENT(S) REQUIRING ACTION:	**Letter of Affirmation with Alachua County Board of County Commissioners & University of Florida/IFAS**	AMOUNT: -0-

EXECUTIVE SUMMARY: This is a letter of affirmation of an MOU between Alachua County and the University of Florida/IFAS

BACKGROUND: The University of Florida requires an annual letter for their files to reaffirm the Memorandum of Understanding between Alachua County Board of County Commissioners and the University of Floirda/IFAS. The approved MOU agreement supports salary and fringe according to the fixed rate agreed upon that is effective through December 31, 2012.

ISSUES: None

ACTION

Recommendation: The County Manager sign and date the letter of agreement as indicated.

BUDGETARY IMPACT

Recommendation:	No Additional funding needed outside of the original MOU
Funding Sources:	N/A
Associated Costs	N/A
Account Code:	N/A

ATTACHMENTS:	Letter of affirmation with copy of MOU Agreement between Alachua County Board of County Commissioners and University of Florida/IFAS
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
BCH 1/20/11			RL		2/8/11

UF UNIVERSITY of FLORIDA
IFAS Extension

Alachua County
2800 NE 39 Avenue
Gainesville, FL 32609
Telephone: (352)955-2402
Fax: (352)334-0122

January 13, 2011

To Whom It May Concern:

This letter serves to reaffirm the Memorandum of Understanding (UF Project #00087959) effective 1/1/2010 until 12/31/2012 between the Alachua County Board of County Commissioners and the University of Florida. Specifically the MOU will support salary and fringe according to the fixed rate agreed upon from January 1, 2011 - December 31, 2011.

For the University:

1/13/11

Cynthia Sanders **Date**
County Extension Director
UF/IFAS-Alachua County Extension
2800 Northeast 39th Ave
Gainesville, FL 32609-2658

For the County:

2/8/11

County Representative **Date**

RANDALL H. REID, COUNTY MANAGER

County Representative Title

Dr. Eric Simonne **Date**
District Extension Director

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Millie Ferrer-Chancy **Date**
Dean for Extension

University of Florida **Date**
Division of Sponsored Programs

The Institute of Food and Agricultural Sciences (IFAS) is an Equal Employment Opportunity – Affirmative Action Employer authorized to provide research, education information and other services only to individuals and institutions that function without regard to race, color, sex, age, disability or national origin. U.S. Department of Agriculture, Cooperative Extension Service, University of Florida, IFAS, Florida A. & M. University Cooperative Extension Program, and Boards of County Commissioners Cooperating.

#7545

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 21, 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 February 18, 2011 & Received in Contracts February 21, 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.

ZETA PHI CHAPTER OF KAPPA ALPHA PSI'S
License Agreement for use of Alachua County Fairgrounds
Term: February 18 - 19, 2011
Amount: $ 850.00 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

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI Revised License Agreement for Zeta Phi Chapter of Kappa Alpha Psi's use of the Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
Public Works	Rob Avery	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT:** ~~$2550 - Total~~ $1450 (MB) ~~$1550 -~~ Rental $1000 - Deposit

EXECUTIVE SUMMARY: Zeta Phi Chapter of Kappa Alpha Psi's is a for profit organization requesting to use the exhibition building, grounds and parking lot for the official after party for the 22nd Florida Invitational Step Show on February 19, 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.

PER THE FIRE MARSHAL THE MAX CAPACITY OF THIS ~~EVENT~~ BUILDING IS 2200. (MB)

ACTION

Recommendation: Approve Zeta Phi Chapter of Kappa Alpha Psi's use of the Alachua County Exhibition Building, grounds (MB) and parking lot for the 22nd Florida Invitational Step Show Official after party at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve revised License Agreement for Zeta Phi Chapter of Kappa Alpha Psi 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
2/18/11			RL	RHA	2/10/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 6th 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 [redacted] ("Licensee"); Zeta Phi Chapter of Kappa Alpha Psi

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at PO Box 12542; 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. 2/18/11 OH

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A. $850 ~~$1,550~~

4. Payment. Licensee agrees to pay the County the sum of $1,550 ~~$850~~ 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. OH

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

PER THE FIRE MARSHAL
THE MAX CAPACITY IS 2200 FOR
THE ~~EVENT~~ BUILDING

LICENSEE

By: _____

Print: Osborne B. Hall

Title: President

NOTARY

Dated this 6 day of January, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 day of Jan, 2010, by Osborne B. Hall, who is personally known to me/ produced Driver's License as identification.

_____
Notary Public, State of Florida at Large
My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
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 Osborne B. Hall **DATE** 1-6-2011

ORGANIZATION/COMPANY Zeta Phi Chapter of KAΨ ***(PROFIT)/NON-PROFIT*** (Circle one)

ADDRESS PO Box 12542 **CITY** Gainesville

STATE FL **ZIP** 32604 **TELEPHONE** (904) 613-9982

EVENT DETAILS

Event Dates 2-19-2011 Event Type Step Show After Party

Please provide contact information for event details:
Name: Osborne Hall
Phone Number: 904-613-9982

Are you a non-profit? Yes ____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):
This event is the official after party for the 22nd Florida Invitational Step Show. ~~an or~~ The Step Show is an event put on by the Florida Invitational Step Show committee at the University of Florida under the Black Student Union (student organization). Event from 11pm – 5am. Setup night before, and breakdown day after (done by 1pm).

FACILITIES REQUESTED

OH 2/18/11

✓ 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 or use of any hazardous materials?	Yes ____	No ✓

The number of participants that will attend ~~3,000 – 5,000~~ 2200 OH 2/18/11
The number of staff members that will be on hand ~~[redacted]~~ 30-35

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 ~~$1,550.00~~ $850.00 OH 2/18/11

Facility Fee ~~$1,550.00~~ ~~$550.00~~ OH

Miscellaneous $70 (fire inspector) Damage Deposit $1,000

Total Rental $850

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2011

PRODUCER (800)736-4327 FAX (800)328-0522
Willis of Minnesota, Inc.
12231 Emmet St.,Ste.#5
Omaha, NE 68164
Terri Simmerman

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Kappa Alpha Psi Fraternity, Inc.
2322-24 North Broad Street
Philadelphia, PA 19132

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] $2,500 per claim [ ] deductible GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CA00001487001	04/01/2010	04/01/2011	EACH OCCURRENCE	$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
						MED EXP (Any one person)	$ Excluded
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CA00001487001	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is an additional insured with respect to the above referenced policies for Zeta Phi Chapter's Official After Party for the 22nd Annual Florida Invitational Step Show to be held on 2/19/2011 only. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured.

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
12 S.E. 1st Street
Gainesville, FL 32601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Edward (Ned) Kirklin/TIFFAN

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2011

PRODUCER
King Insurance Agency
2321 NW 41st Street
Gainesville FL 32606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Chef Brothers Inc.
11400 Turkey Creek Blvd
Alachua FL 32653

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Insurance Company	
INSURER B: Capitol Specialty Insurance Corp	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR X PD DED $500/CLAIM GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CWP5117039	05/10/2010	05/10/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CWP5117039	05/10/2010	05/10/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CWP5117039	05/10/2010	05/10/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B		OTHER Liquor Liability	CS01352021	5/10/2010	5/10/2011	$1,000,000 Each Oc $2,000,000 Aggrega	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attn: Markisha Boykin; Risk Mgmt - Fax: 352-338-7363
Alachua County Fairgrounds - 2/19/2011
Alachua County Board of County Commissioners is listed as Additonal Insured

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
P.O. Box 1467
Gainesville, FL 32602
Phone: (352)264-6916
Fax: (352)338-7363

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Dave Turgeon <DDV>

ACORD 25 (2009/01)

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

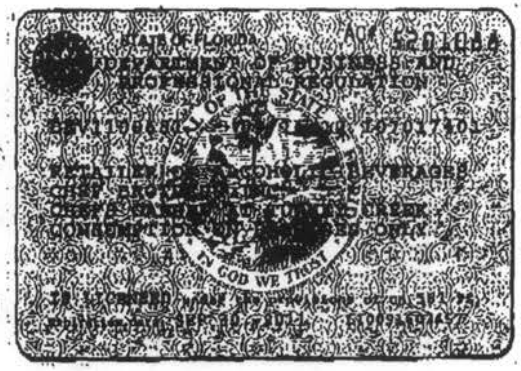
DIV OF ALCOHOLIC BEVERAGES & TOBACCO (850) 488-0288
1940 N MONROE ST
TALLAHASSEE FL 32399-0783

CHEF BROTHERS INC
CHEFS GARDEN AT TURKEY CREEK
4038 NW 59TH AVENUE
GAINESVILLE FL 32615

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

#7544

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 21, 2011

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on February 17, 2011 & Received in Contracts February 21, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the referenced above. Also attached is a copy of the Green Sheet.

FLORIDA INSTITUTE OF CPA'S

Tax Grant Agreement for the Continuing Education Conference for Certified Public Accountants – University of Florida Accounting Conference October 14-15, 2010
Term: June 16, 2010 – September 30, 2011
Amount: $10,000.00 **Account: 005-4530-552.82-14**

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

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 with the Florida Institute of CPA's for the Continuing Education Conference for Certified Public Accountants being held October 14-15, 2010.

DEPARTMENT:	**RETURN TO**	**CONTACT:** John Pricher
Tourist	Tourist	**PHONE** 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $10000.00

BACKGROUND:

This agreement is with the Florida Institute of CPA's for the Continuing Education Conference for Certified Public Accountants being held October 14-15, 2010. The Tourist Development Council through the Memorandum of Understanding with the Board of County Commissioners completed the 2010 Spring cycle of the Tourist Development Tax Grant Program. At the June 16, 2010, Tourist Development Council meeting the TDC awarded $27,409.25 to the grant applicants of the 2010 Spring cycle.

Since the events will take place from June 16, 2010 through September 30, 2013 the grant agreements will be coming in at various times. As time will permit the grants will be batched and submitted for execution by the county manager. Each agreement package will be accompanied by the grant list with the attached grants to be executed highlighted.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	005-4530-552-~~4884~~ 82.14

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					2/17/11

TOURIST DEVELOMENT TAX GRANT PROGRAM AGREEMENT

This Agreement is entered into this 17th 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 **Florida Institute of CPA's**, doing business at **PO Box 5437, Tallahassee, FL 32314** hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide the conference titled **Continuing Education Conference for Certified Public Accountants – University of Florida Accounting Conference October 14-15, 2010**; and,

Whereas, the County finds that the activity is in the best interest of it citizens by providing marketing or advertising designed to increase tourist-related business activities within the County.

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose.

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 beginning June 16, 2010 and continuing through September 30, 2011 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 shall have and perform the duties, obligations, and responsibilities to the County in accordance with the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A):

   a. Use the funds only for advertising and promotional activities in accordance with the provisions of §125.0104, Florida Statutes.

3. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   3.1. The Contractor shall be paid $10,000 (Ten Thousand Dollars) for the Continuing Education Conference for Certified Public Accountants – University of Florida Accounting Conference allocated in the following manner:

Reimbursement shall be provided for the budgeted line items listed on the Revised Event Budget of the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit B). Upon request by the Agency, the VCB Director may authorize changes to the budgeted line items, but may not increase the total grant allocation. Reimbursement will be made only for expenses authorized by section 125.0104 (5), Florida Statutes. Any expense claimed for reimbursement that is not authorized by section 125.0104 (5) will not be reimbursed, approval of the grant applicant budget not withstanding.

3.2. 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:

Alachua County Visitors and Convention Bureau
ATTN: John Pricher
30 East University Avenue
Gainesville, FL 32601

3.3. 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:

Florida Institute of CPAs
PO Box 5437
Tallahassee, FL 32314

4. **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:

Roland Loog, Director
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Professional:

Florida Institute of CPAs
PO Box 5437
Tallahassee, FL 32314
ATTN: Wendy E. Johnson

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

5. Default and Termination.

5.1. 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 Visitors and Convention Bureau Director 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.

5.2. 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.

5.3. 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.

6. Project Records.

6.1. 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.

6.2. 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.

6.3. 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".

6.4. 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.

7. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

8. **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.

9. **Indemnification**.

9.1. 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.

9.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. **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.

11. **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

12. **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.

13. **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.

14. **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.

15. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

16. **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

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 shall be in Alachua County.

19. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

20. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

21. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

22. **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.

23. **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

24. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

APPROVED AS TO FORM
Robert Lamb
Alachua County Attorney's Office

ALACHUA COUNTY
By: _____
Randall Reid, County Manager
Date: 2/17/11

ATTEST (Agency)
By: _____
Print: Wendy E. Johnson
Title: CPE Conference Manager
Date: 10/11/10

FLORIDA INSTITUTE OF CPAS
By: Kathryn B Anderson
Print: Kathryn B. Anderson
Title: CEO Executive Director
Date: 10/11/10

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Regsistration Fee ($415 x 190 ppl)	$78,850
Total of other funding sources	$78,850

Please place a budget amount in each applicable box. In blank spaces provided, please add in any items that will be included in complete budget.

Corporation: Florida Institute of CPAs
Event: University of Florida Accounting Conference
Event Dates: October 14-15, 2010

Official Signature: Brent C Johnson

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING (Conference Manuals)	$106	$53		$159
POSTAGE	$237	$119		$356
MEDIA/ADVERTISING/PROMOTION	$1,076	$538		$1,614
FOOD AND BEVERAGE	$7,840	$3,920		$11,761
TRAVEL EXPENSES	$2,364	$1,182	$5,000	$8,546
EQUIPMENT RENTAL	$2,439	$1,220		$3,659
RENTAL OF FACILITY	$1,045	$523		$1,568
Misc. Items	$180	$90		$271
TOTAL	$15,288	$7,644	$5,000	$27,932

Spring Grant Awards

Project	LD	NF	RG	Scores	Request	% Eligible	Award
FICPA	47	46	44	45.67	$10,000.00	100.00%	$10,000.00
Blue Key	47	51	44	47.33	$10,000.00	100.00%	$10,000.00
Amazonian & Andean	32	31	30	31.00	$2,808.00	75.00%	$2,106.00
Parent Child Interaction	33	33	36	34.00	$7,071.00	75.00%	$5,303.25

#7543

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 21, 2011

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on February 17, 2011 & Received in Contracts February 21, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA, DEPARTMENT OF CONFERENCES
Tax Grant Agreement for the Society for Amazonian and Andean Studies 2nd Biennial Conference
Term: June 16, 2010 – September 30, 2011
Amount: $2,106.00 **Account: 005-4530-552.82-14**

Please forward the document to the vendor and keep a copy for your files. Also attached 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

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida Department of Conferences for the Society for Amazonian and Andean Studies 2nd Biennial Conference

DEPARTMENT:	**RETURN TO**	**CONTACT:** John Pricher
Tourist	Tourist	**PHONE** 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $2,106.00

BACKGROUND:

This agreement is with the University of Florida Department of Conferences for the Society for Amazonian and Andean Studies 2nd Biennial Conference. The Tourist Development Council through the Memorandum of Understanding with the Board of County Commissioners completed the 2010 Spring cycle of the Tourist Development Tax Grant Program. At the June 16, 2010, Tourist Development Council meeting the TDC awarded $27,409.25 to the grant applicants of the 2010 Spring cycle.

Since the events will take place from June 16, 2010 through September 30, 2013 the grant agreements will be coming in at various times. As time will permit the grants will be batched and submitted for execution by the county manager. Each agreement package will be accompanied by the grant list with the attached grants to be executed highlighted.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	005-4530-552-~~4884~~ 82.14

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					2/17/11

TOURIST DEVELOMENT TAX GRANT PROGRAM AGREEMENT

This Agreement is entered into this 17th 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 **UF Conference Department**, doing business at **2209 NW 13th St. Suite E, Gainesville, FL 32609** hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide the conference titled **Society for Amazonian and Andean Studies 2nd Biennial Conference**; and,

Whereas, the County finds that the activity is in the best interest of it citizens by providing marketing or advertising designed to increase tourist-related business activities within the County.

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose.

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 beginning June 16, 2010 and continuing through September 30, 2011 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 shall have and perform the duties, obligations, and responsibilities to the County in accordance with the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A):

   a. Use the funds only for advertising and promotional activities in accordance with the provisions of §125.0104, Florida Statutes.

3. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   3.1. The Contractor shall be paid $2,106.00 (Two Thousand One Hundred and Six Dollars) for the Society for Amazonian and Andean Studies 2nd Biennial Conference allocated in the following manner:

Reimbursement shall be provided for the budgeted line items listed on the Revised Event Budget of the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit B). Upon request by the Agency, the VCB Director may authorize changes to the budgeted line items, but may not increase the total grant allocation. Reimbursement will be made only for expenses authorized by section 125.0104 (5), Florida Statutes. Any expense claimed for reimbursement that is not authorized by section 125.0104 (5) will not be reimbursed, approval of the grant applicant budget not withstanding.

3.2. 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:

Alachua County Visitors and Convention Bureau
ATTN: John Pricher
30 East University Avenue
Gainesville, FL 32601

3.3. 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:

UF Conference Department
2209 NW 13th Street Suite E
Gainesville, FL 32609

4. **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:

Roland Loog, Director
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Professional:

UF Conference Department
2209 NW 13th Street Suite E
Gainesville, FL 32609

ATTN: Ann Koralewski

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

5. Default and Termination.

5.1. 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 Visitors and Convention Bureau Director 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.

5.2. 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.

5.3. 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.

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6.1. 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.

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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.

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20. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

21. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

22. **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.

23. **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

24. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

APPROVED AS TO FORM

Alachua County Attorney's Office

ALACHUA COUNTY

By: _____

Randall Reid, County Manager

Date: 2/12/11

ATTEST (Agency)

By: _____

Print: _____

Title: _____

Date: _____

UF Department of Conferences

By: _____

Print: Andy Campbell

Title: Assistant Director

Date: 23 SEP 10

ATTACHMENT A: SCOPE OF SERVICES

ATTACHMENT B: INSURANCE REQUIREMENTS

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Registration Fees	16,500
UF	7,000
Total of other funding sources	23,500

Please place a budget amount in each applicable box. In blank spaces provided, please add in any items that will be included in complete budget.

Corporation: UF Conference Department

Event: Society for Amazonian and Andean Studies 2nd Biennial Conference

Event Dates: Nov. 5-6, 2010

Official Signature: [signature]

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING	608	942		1,550
POSTAGE				
MEDIA/ADVERTISING/PROMOTION				
LOCAL TRANSPORTATION	600	600		1,200
TRAVEL EXPENSES	500	500		1,000
REGISTRATION		6,500		6,500
RENTAL OF FACILITY	1,100	1,100		2,200
List any other expenses below		12,945.76		12,945.76
TOTAL	2,808	22,587.76		25,395.76

Spring Grant Awards

Project	LD	NF	RG	Scores	Request	% Eligible	Award
FICPA	47	46	44	45.67	$10,000.00	100.00%	$10,000.00
Blue Key	47	51	44	47.33	$10,000.00	100.00%	$10,000.00
Amazonian & Andean	32	31	30	31.00	$2,808.00	75.00%	$2,106.00
Parent Child Interaction	33	33	36	34.00	$7,071.00	75.00%	$5,303.25

#7542

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 21, 2011

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on February 17, 2011 & Received in Contracts February 21, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the referenced above. Also attached is a copy of the Green Sheet.

FLORIDA BLUE KEY SPEAKERS BUREAU
Tax Grant Agreement for the 27th Annual Speech and Debate Tournament
Term: June 16, 2010 – September 30, 2011
Amount: $10,000.00 **Account: 005-4530-552.82-14**

Please forward the document to the vendor and keep a copy for your files. Also attached 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

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the Florida Blue Key for the Florida Blue Key Speaker's Bureau 27th Annual Speech and Debate Tournament held October 28 to October 31, 2010.

DEPARTMENT:	**RETURN TO**	**CONTACT:** John Pricher
Tourist	Tourist	**PHONE** 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $10000.00

BACKGROUND:

This agreement is with the Florida Blue Key for the Florida Blue Key Speaker's Bureau 27th Annual Speech and Debate Tournament held October 28 to October 31, 2010. The Tourist Development Council through the Memorandum of Understanding with the Board of County Commissioners completed the 2010 Spring cycle of the Tourist Development Tax Grant Program. At the June 16, 2010, Tourist Development Council meeting the TDC awarded $27,409.25 to the grant applicants of the 2010 Spring cycle.

Since the events will take place from June 16, 2010 through September 30, 2013 the grant agreements will be coming in at various times. As time will permit the grants will be batched and submitted for execution by the county manager. Each agreement package will be accompanied by the grant list with the attached grants to be executed highlighted.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	005-4530-552-~~4884~~ 82.14

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					8 17 11

TOURIST DEVELOMENT TAX GRANT PROGRAM AGREEMENT

This Agreement is entered into this 17th 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 **Florida Blue Key Speakers Bureau**, doing business at **365 J. Wayne Reitz Union, PO Box 118505, Gainesville, FL 32611-8505** hereinafter referred to as "Contractor".

WITNESSETH

Whereas, the County desires to employ the Contractor to provide the conference titled **Florida Blue Key Speakers Bureau 27th Annual Speech and Debate Tournament, October 28 to October 31, 2010**; and,

Whereas, the County finds that the activity is in the best interest of it citizens by providing marketing or advertising designed to increase tourist-related business activities within the County.

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose.

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 beginning June 16, 2010 and continuing through September 30, 2011 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 shall have and perform the duties, obligations, and responsibilities to the County in accordance with the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A):

   a. Use the funds only for advertising and promotional activities in accordance with the provisions of §125.0104, Florida Statutes.

3. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   3.1. The Contractor shall be paid $10,000 (Ten Thousand Dollars) for the Florida Blue Key Speakers Bureau 27th Annual Speech and Debate Tournament allocated in the

following manner:

Reimbursement shall be provided for the budgeted line items listed on the Revised Event Budget of the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit B). Upon request by the Agency, the VCB Director may authorize changes to the budgeted line items, but may not increase the total grant allocation. Reimbursement will be made only for expenses authorized by section 125.0104 (5), Florida Statutes. Any expense claimed for reimbursement that is not authorized by section 125.0104 (5) will not be reimbursed, approval of the grant applicant budget not withstanding.

3.2. 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:

Alachua County Visitors and Convention Bureau
ATTN: John Pricher
30 East University Avenue
Gainesville, FL 32601

3.3. 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:

Florida Blue Key Speakers Bureau
365 J. Wayne Reitz Union
PO Box 118505
Gainesville, FL 32611 -8505

4. **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:

Roland Loog, Director
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Professional:

Florida Blue Key Speakers Bureau
312 J. Wayne Reitz Union
PO Box 118505
Gainesville, FL 32611-8505
ATTN: Chelsey Campbell

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

5. **Default and Termination.**

5.1. 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 Visitors and Convention Bureau Director 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.

5.2. 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.

5.3. 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.

6. Project Records.

6.1. 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.

6.2. 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.

6.3. 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".

6.4. 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.

7. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

8. **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.

9. **Indemnification**.

9.1. 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.

9.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. **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.

11. **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

12. **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.

13. **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.

14. **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.

15. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

16. **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

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 shall be in Alachua County.

19. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

20. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

21. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

22. **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.

23. **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

24. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

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

APPROVED AS TO FORM

Alachua County Attorney's Office

ALACHUA COUNTY

By: _____

Randall Reid, County Manager

Date: 2/12/11

ATTEST (Agency)

By: _____

Print: _____

Title: _____

Date: _____

FLORIDA BLUE KEY SPEAKERS BUREAU

By: _____

Print: Chelsey Campbell

Title: Tournament Director

Date: 9/24/2010

REVISED EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

SOURCE	AMOUNT
Registrations	$59,950
Shirt Sales	$7,500
TOTAL FUNDING SOURCES	$67,450

Please place a budget amount in each applicable box. In blank spaces provided, please add in any items that will be included in complete budget.

Organization: Blue Key

Event: Blue Key Speakers Bureau

Event Dates: 10/28-31/10

Line Item Categories	TDC FUNDS	CASH	IN-KIND	TOTAL
Venue Rental/Setup	$3,500.00			$3,500.00
Security	$6,500.00			$6,500.00
Other Conf. Expenses		$46,950.00		$46,950.00
				$0.00
TOTAL	$10,000.00	$46,950.00	$0.00	$56,950.00

Spring Grant Awards

Project	LD	NF	RG	Scores	Request	% Eligible	Award
FICPA	47	46	44	45.67	$10,000.00	100.00%	$10,000.00
Blue Key	47	51	44	47.33	$10,000.00	100.00%	$10,000.00
Amazonian & Andean	32	31	30	31.00	$2,808.00	75.00%	$2,106.00
Parent Child Interaction	33	33	36	34.00	$7,071.00	75.00%	$5,303.25

#7331

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 23, 2011

MEMORANDUM

To: Jim Santangelo
Court Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on July 6, 2010; Received in Contracts July 8, 2010; Received Fully-executed copy from the Dept. February 22, 2011**

Attached please find a copy 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.

FLORIDA, STATE OF, DEPT. OF LAW ENFORCEMENT (FDLE)
Criminal Justice User Agreement
Term: October 29, 2010 until terminated
Amount: N/A **Account: N/A**

Please retain this 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
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

#7331

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	2009 Criminal Justice User Agreement between the Florida Department of Law Enforcement and the Alachua County Department of Court Services

DEPARTMENT:	**RETURN TO**	**CONTACT:** Diane B. Crawford
Court Services	**Jim Santangelo**	**PHONE** 352/338-7377

DOCUMENT(S) REQUIRING ACTION:	2009 Criminal Justice User Agreement	**AMOUNT: N/A**

EXECUTIVE SUMMARY: Attached is the 2009 Criminal Justice User Agreement. This revision of the User Agreement was necessary to comply with changes in state and federal requirements. It also incorporates the new technical/security guidelines that were approved by the FBI's CJIS Advisory Policy Board.

BACKGROUND:

Most of the revisions in this Agreement involve clarifications of existing polices. The major changes are from the FBI CJIS Security Policy that governs access to NCIC and FBI CJIS data, including criminal history data. Changes include:

- Requirement CJIS Security training for both in-house and private vendor IT staff;
- Enhanced direction on background screening;
- Requirement to have a local office contact person for every location accessing CJNet/FCIC in addition to the agency head appointed TAC (Terminal Agency Coordinator) and Alternate TAC. A description of the TAC Responsibilities is included in this correspondence for reference in appointing the most appropriate staff member to this critical CJIS position;
- Requirement to have a written policy to govern when a user's criminal history is found or an event happens after initial screening and;
- Guidelines for interface users, and security precautions for wireless access in order to comply with the requirements from the national level.

ISSUES: Information derived from the Criminal Justice System is restricted to the performance of the Department of Court Service statutory duties. FDLE will provide access to criminal history information at no cost to the County.

ACTION

Recommendation: Staff recommends that the Manager sign the agreement.

BUDGETARY IMPACT

Recommendation: There is no budgetary impact.

Funding Sources: N/A

Associated Costs N/A

Account Code: N/A

ATTACHMENTS: 2009 Criminal Justice User Agreement

SUGGESTED REFERENCE MATERIAL:

DEPMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
		JV		rec'd in OMB 7/8/10	7/6/10

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Alachua County Department of Court Services,

with headquarters at
14 N.E. 1st Street, Gainesville Florida 32601,

with the primary ORI of: FL001023G, (hereinafter referred to as the User).

Whereas, FDLE is authorized by law to operate and regulate the Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by law to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), and the International Justice and Public Safety Information Sharing Network (hereinafter NLETS), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the interstate transmission of criminal justice information to and from agencies in Florida and agencies in the continental United States, Alaska, Hawaii, U.S. Virgin Islands, Canada and Puerto Rico;

Whereas, the User requires access to intrastate and interstate criminal justice information systems provided by FDLE through the CJNet in order to effectively discharge its public duties;

Whereas, FDLE will facilitate local law enforcement and other criminal justice agencies' requests to participate in the information services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems. FDLE retains full control over the management and operation of CJNet and FCIC.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

(This User Agreement is designed for use with all Florida criminal justice agencies. If the User does not perform a specific function, the provisions regarding that function will not apply to the User.)

SECTION I FCIC/NCIC/CJNET FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure access to the information services provided on CJNet and adhere to the following:

1. Serve as the CSA for the State of Florida and provide the User with access to criminal justice information as is available in the FCIC/NCIC and III systems and NLETS through CJNet, and to serve as the means of exchanging criminal justice information between the User and other criminal justice agencies on CJNet.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal laws, rules and regulations.

4. Provide state criminal history record check services for non-criminal justice purposes as provided by law.

5. Act as the central state repository; provide identification, record keeping, and exchange of Criminal History Record Information (CHRI) services.

6. Facilitate access, using CJNet, to other information applications or systems that the User may be authorized to access.

SECTION II FCIC/NCIC/CJNET USER REQUIREMENTS

By accepting access as set forth above, the User agrees to adhere to the following to ensure continuation of access:

1. USE OF THE SYSTEM: **Use of the CJNet and any system accessed via the CJNet is restricted to the administration of criminal justice or as otherwise specifically authorized or required by statute.** Information obtained from the FCIC/NCIC files, or computer interfaces to other state or federal systems, by means of access granted through CJNet, can only be used for authorized purposes in compliance with FCIC/NCIC and III rules, regulations and operating procedures, and state and federal law. It is the responsibility of the User to insure access to CJNet is for authorized purposes only, and to regulate proper use of the network and information at all times. The User must establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy.

   If the User provides an interface between FDLE and other criminal justice agencies it must abide by all of the provisions of this agreement. Agencies that access FDLE systems by interfacing through other agencies must, likewise, abide by all provisions of this agreement. An Interagency User Agreement is required when access to CJNet is provided by the User to another agency.

a. MESSAGES: Only law enforcement and other criminal justice messages shall be sent over and through the CJNet. All messages will be treated as privileged unless otherwise indicated. User should make prudent use of regional and statewide broadcast message requests. All messages must use plain English text in the message.

b. COMPLIANCE: Access FCIC/NCIC and other CJNet applications in strict compliance with applicable CJNet, FCIC, NCIC, III and NLETS policies including, but not limited to, policies, practices and procedures relating to:

i) TIMELINESS: FCIC/NCIC records must be entered, modified, located, cleared, and canceled promptly in order to ensure system accuracy and effectiveness. Users that perform FCIC/NCIC updates for other agencies must comply with timeliness requirements for the records entered for the serviced agencies as well.

ii) HOT FILE ENTRIES: User agencies that have personnel dedicated to maintain a 24-hour, seven-day a week FCIC/NCIC operation will be allowed to make entries into the FCIC/NCIC Hot Files.

(a) Users making entries for another law enforcement agency must execute an Interagency Agreement outlining each agency's responsibilities.

(b) Adult Warrants, Missing Persons and all property records of the FCIC Hot File records, entered by state and local agencies, will be made available to the public on the Internet via the FCIC Public Access System (PAS), unless explicitly flagged by the User for exclusion.

iii) QUALITY ASSURANCE: Appropriate and reasonable quality assurance procedures must be in place, including second party verification during entry, to ensure all entries in FCIC/NCIC are complete, accurate, and valid.

iv) VALIDATION: The User must validate all records that the User has entered into the system for accuracy and retention. To be in compliance with FCIC/NCIC rules, regulations and operating procedures, the User must ensure each record is modified to confirm the successful validation of each record on file in FCIC/NCIC. Failure to modify a record to indicate validation may result in its removal from the file. Users that make entries into the FCIC/NCIC Hot Files are responsible for maintaining written validation procedures.

v) HIT CONFIRMATION: The User must comply with FCIC/NCIC rules, regulations and operating procedures by responding to the hit confirmations in a timely manner (within ten minutes or one-hour depending on priority).

vi) DISSEMINATION: Information obtained from the FCIC/NCIC hot files, CJNet or computer interfaces to other state or federal systems, by means of access granted pursuant to Section 943.0525, F.S., can only be used for official criminal justice purposes.

Compliance with Chapter 119, F.S., is accomplished by directing record requests to FDLE per Chapter 11C-6, F.A.C., and section 943.053(3), F.S. It is the responsibility of the User to ensure that access to the CJNet is for authorized criminal justice purposes only, and to regulate proper access to and use of the network and information at all times.

The User will disseminate CHRI derived from federal records or systems only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening.

The User, if functioning in the capacity of a pretrial release program or providing CHRI for a pretrial release program, may disseminate Florida public record information only, in compliance with s. 907.043 (3)(b)7, F.S., which requires "[e]ach pretrial release program [to] prepare a register displaying information that is relevant to the defendants released through such a program." This dissemination shall be restricted to county probation services offices and those criminal justice entities providing the probation offices with information obtained via the FCIC II message switch for the administration of criminal justice.

vii) RETENTION: Criminal history records, whether retrieved from III or the state system, which the User maintains, must be kept in a secure records environment to prevent unauthorized access.

(a) Retention of criminal history records, whether retrieved from III or the state system, for extended periods should only be considered when the time sensitivity of the specific record is important.

(b) When retention of criminal history records, whether retrieved from III or the state system, is no longer required, final disposition will be accomplished in a secure manner in compliance with state law, FCIC/NCIC and III rules, regulations and operating procedures to preclude unauthorized access.

(c) Because CHRI may become outdated at any time, a current criminal history record check should be performed whenever CHRI is used or relied upon by the User. Entry or retention of criminal history records in a separate or local database would be inconsistent with this principle, and is therefore discouraged. The retention of criminal history records, whether retrieved from III or the state system, in a secondary (non-FDLE) database is not authorized by law.

viii) CRIMINAL HISTORY TRANSMISSION: Any electronic device that uses wireless or radio technology to transmit voice data may be used for the transmission of CHRI only when an officer determines there is an immediate need for this information to further an investigation or there is a situation affecting the safety of an officer or the public.

A facsimile machine may be used to transmit criminal history information between criminal justice agencies, provided both agencies have an NCIC Originating Agency Identifier (ORI) and are authorized to receive criminal history information. Appropriate measures must be taken to prevent unauthorized viewing or receipt by unauthorized persons

ix) LOGGING: Each interface agency accessing FCIC/NCIC Hot File and III systems shall ensure that an automated log is maintained. The Hot File portion of this log must be maintained for a minimum of twelve months, and the III portion must be maintained for a minimum of four years.

(a) Automated logging is a feature included in the application software provided by FDLE, and local agencies are encouraged to retain these logs for future reference. Users purchasing or developing an interface to FCIC must ensure logging is an included feature.

(b) The automated transaction log must identify: the operator on all transactions, the agency authorizing all transactions, the requester and secondary recipient for all criminal history transactions. This information can be captured at log-on and can be a name, badge number, serial number, or other unique identifier.

(c) The User may only disseminate information to another authorized recipient and must maintain a record of any dissemination of state or federal criminal history information. This record will reflect at a minimum: (1) date of release; (2) to whom the information relates; (3) to whom the information was released; (4) the State Identification (SID) and/or the FBI number(s); and (5) the purpose

for which the information was requested. The User must also be able to identify the reason for all III inquiries upon request from the FBI or FDLE.

x) INFORMATION ACCESS: The User will allow only properly screened, authorized personnel performing a criminal justice function who have received proper security training to have access to information contained within the CJNet, FCIC/NCIC or other state criminal justice information system files. The User will also provide assistance to other criminal justice agencies not equipped with direct FCIC access in compliance with FCIC/NCIC and III rules, regulations and operating procedures, but only to the extent that such assistance is not otherwise prohibited.

(a) The User will ensure that all personnel who initiate a transaction to the FCIC II message switch are current in CJIS certification.

(b) The User will ensure that persons allowed to complete CJIS certification are at least 18 years of age and are U.S. citizens or have a valid immigration status/visa.

FDLE reserves the right to deny FCIC, CJNet or related programs/ systems access to any individual based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/ systems.

xi) WORKSTATION: FDLE is not responsible for the workstation acquisition, maintenance, operation, repair, supplies or workstation operation personnel costs. The User must notify FDLE immediately, should an FCIC/NCIC workstation malfunction or become inoperable. All costs associated with returning the workstation to operation, other than CJNet costs, will be the User's responsibility. FDLE will assist with executing trouble-shooting procedures.

c. Interface Operations: For systems implemented after December 31, 2008, the User will ensure that all automated interfaces that programmatically (i.e., without human intervention) generate transactions to the FCIC II message switch are restricted to no more than one transaction per second per interface.

2. AUDITS: All agencies having access to CJNet, FCIC/NCIC and the III data shall permit an FDLE appointed inspection team to conduct inquiries with regard to any allegations or potential security violations, as well as for routine audits.

FDLE conducts regularly scheduled compliance and technical security audits of every agency accessing the CJNet to ensure network security, conformity with state law, and compliance with all applicable FDLE, CJNet, FCIC/NCIC and III rules, regulations and operating procedures. Compliance and technical security audits may be conducted at other than regularly scheduled times.

3. TRAINING: The User is responsible for complying with training requirements established in CJIS Security Policy and the rules, regulations, and policies established by FCIC/NCIC, III, FDLE and other CJNet applications. The User is responsible for remaining current in the applications, procedures, and policies and ensuring personnel attend these training sessions.

   a. Only operators who have successfully completed CJIS certification shall be allowed to have unsupervised access to the FCIC/NCIC system.

   b. FCIC/NCIC operators who are in their initial six months of assignment may be permitted supervised access to FCIC/NCIC. Operators must successfully complete CJIS certification within six months of appointment or assignment to duties requiring direct access to FCIC/NCIC.

   c. The User will require all personnel who initiate a transaction to the FCIC II message switch to successfully complete CJIS Certification. The User agrees to remove from FCIC/NCIC access any employee who fails to achieve required certification standards, whose certification has expired, whose certificate is otherwise rescinded or as directed by FDLE.

   d. The User will require all information technology (IT) personnel, including any vendor who will in the course of their official duties initiate a transaction to the FCIC II message switch, to successfully complete CJIS certification.

   e. The User will maintain certification records of all CJIS certified personnel in a current status.

   f. The User will require all IT personnel, including any vendor, responsible for maintaining/supporting any IT component used to process, store or transmit any unencrypted information to or from the FCIC II message switch, to successfully complete the CJIS Online Security Training provided by FDLE.

4. RELOCATION: **Should the User desire to relocate the data circuit(s) and/or equipment connected to CJNet, the User must provide FDLE written notice 90 days in advance of the projected move.** All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by User unless FDLE has funding to make changes without charge. The repair and cost of any damages resulting from such relocation will be the User's responsibility.

   The User must also provide 90 days advance notice when requesting additional access to FCIC/CJNet.

5. LIABILITY: The User understands that the FDLE, its officers, and employees shall not be liable in any claim, demand, action, suit, or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information transmitted through CJNet or in the FCIC/NCIC and NLETS information systems.

6. CRIMINAL HISTORY RECORDS: FDLE is authorized to establish an intrastate automated fingerprint identification system (IAFIS) and an intrastate system for the communication of information relating to crimes, criminals and criminal activity.

   To support the creation and maintenance of the criminal history files, the User, as appropriate, will:

   a. Provide for inclusion in criminal history records information systems, adult and juvenile criminal fingerprints on all felony arrests; adult criminal fingerprints on all misdemeanors and comparable ordinance violation arrests; and juvenile fingerprints on misdemeanor arrests specified at Section 943.051, F.S. The submission of other juvenile misdemeanor arrest fingerprints is optional.

   b. Provide security for CHRI and systems that process or store CHRI, and security training for personnel who receive, handle or have access to CHRI.

   c. Screen all personnel who will have direct access to CHRI and reject for employment personnel who have violated or appear unwilling or incapable of abiding by the requirements outlined in this agreement.

   d. Defer to FDLE on any determination as to what purposes qualify for criminal justice versus non-criminal justice designation, as well as with respect to other purposes that may be authorized by law.

e. Pursuant to a signed interagency agreement as authorized by Florida Statutes and/or federal regulations, the User may share state CHRI. Dissemination of information requires compliance with all applicable statutes, FCIC/NCIC and III rules, regulations and operating procedures, including logging. Agencies must maintain confidentiality of such record information that is otherwise exempt from Section 119.07(1), F.S., as provided by law.

f. Provide security and establish policies to prevent unauthorized access to or dissemination of sealed records.

SECTION III SECURITY REQUIREMENTS

The User must ensure compliance with the FBI CJIS Security Policy and the rules, regulations, policies and procedures established for CJNet, FCIC/NCIC, III and NLETS, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records. By accepting access as set forth above, the User agrees to adhere to the following security policies in order to ensure continuation of that access:

1. PERSONNEL BACKGROUND SCREENING and POLICY FOR DISCIPLINE: The User is required to conduct a background investigation on all personnel who are authorized to access FCIC/NCIC/III/CJNet data or systems, IT personnel who maintain/support information technology components used to process, transmit or store unencrypted data to and/or from the FCIC II message switch, and other personnel accessing workstation areas that are unescorted by authorized personnel.

   Good management practices dictate the investigation should be completed prior to employment, but it must, at a minimum, be conducted within the first thirty (30) days of employment or assignment. The User may conduct a preliminary on-line criminal justice employment check.

   Before the background is completed the following requirements must be met:

   a. The User must submit applicant fingerprints for positive comparison against the state and national criminal history and for searching of the Hot Files.

   b. If a record of any kind is found, the User will not permit the operator to have access to the FCIC/NCIC system nor access workstation areas. The User will formally notify the FDLE CJIS Systems Officer (CSO) indicating access will be delayed pending review of the criminal history.

   c. When identification of the applicant has been established by fingerprint comparison and the applicant appears to be a fugitive, have pending criminal charges; have an arrest history for a felony or serious misdemeanor; have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any felony or serious misdemeanor; or to be under the

supervision of the court, the User will refer the matter to the FDLE CSO for review.

d. Applicants who have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to a felony, will generally be denied access to FCIC/NCIC. For applicants who have been adjudicated guilty of or have had adjudication withheld on a misdemeanor, the User will notify the CSO of the misdemeanor(s) and acknowledge an intent to permit FCIC/CJNet access. Access will also generally be denied to any person under court supervision for a criminal offense or against whom criminal charges are pending. If a determination is made by FDLE that FCIC/NCIC access by the applicant would not be in the public interest, such access will be denied and the User will be notified in writing of the access denial.

e. Once the original background screening has been completed, if the User learns that a CJIS certified employee has a criminal history or pending charge(s), the User will first determine if the pending charge(s) or record(s) adversely affect(s) the employee's continued employment/access/status with the User. If the employee is placed on leave, terminated or denied access to FCIC by the User, as a result of any pending or unresolved charge(s), the User will notify the CSO of the action taken. Generally, denial of access, pending satisfactory resolution of any such charge(s), and notification to the CSO of that action, will be deemed sufficient corrective action by the User.

   If the User determines that no action is required while the charge(s) are pending or unresolved; i.e., that the employee will continue to be allowed access to FCIC, the User will notify the CSO and explain its rationale for continued access. FDLE reserves the right, as CSA, to deny access to FCIC and associated databases until any such charge(s) are resolved or the situation is clarified.

f. The User will have a written policy for discipline of personnel who access CJNet for purposes that are not authorized, disclose information to unauthorized individuals, or violate FCIC/NCIC or III rules, regulations or operating procedures.

2. PHYSICAL SECURITY: The User will determine the perimeter for the physical security of devices that access or provide access to CJNet. Access shall be limited as to allow completion of required duties. The User must have a written policy that ensures and implements security measures, secures devices that access FCIC/NCIC/CJNet and prevents unauthorized use or viewing of information on these devices. The use of screen blanking software with password protection is recommended for devices that access FCIC/NCIC when the operator may leave the computer unsupervised. FDLE reserves the right to object to equipment location, security measures, qualifications and number of personnel who will be accessing FCIC/NCIC and to suspend or withhold service until such matters are corrected to its reasonable satisfaction.

3. ADMINISTRATIVE SECURITY: The User must designate individual agency contacts to assist the User and FDLE with the information services covered by this agreement. Training for these positions is provided by FDLE, and the User must ensure that its designee is keenly aware of the duties and responsibilities of each respective position. The User is required to provide FDLE with up-to-date contact information.

   a. TERMINAL AGENCY COORDINATOR: Agencies accessing the FCIC/NCIC system must designate a Terminal Agency Coordinator (TAC) to ensure compliance with FCIC/NCIC and III rules, regulations and operating procedures, and to facilitate communication between FDLE and the User. The TAC must maintain a current CJIS Certification. TACs appointed after February 2005 must attend TAC training within six (6) months of being assigned to the position.

   b. INFORMATION SECURITY OFFICER: Agencies accessing the FCIC/NCIC system and/or the CJNet, must designate an Information Security Officer (ISO) to ensure security of the FCIC/NCIC workstations, the connection to CJNet, and any access to the information services provided on CJNet to or by the User.

   c. CJNet POINT OF CONTACT: Agencies accessing applications using Public Key Infrastructure (PKI) security certificates on CJNet must designate a Point of Contact (POC). The POC will receive and approve the issuance and revocation of PKI certificates for the User's members.

   d. FCIC PUBLIC ACCESS SYSTEM (PAS) CONTACT: Agencies making entries into the FCIC Hot Files must designate a PAS Contact. The PAS Contact is responsible for any follow-up activities deemed appropriate by the User in response to tips resulting from the posting of records on the PAS.

   FDLE reserves the right to object to the Users appointment of a TAC, LAI, CJNet Point of Contact or ISO based on valid, articulable concerns for the security and integrity of FCIC, CJNet or related programs/systems.

4. TECHNICAL SECURITY

   a. Dial-up services to FCIC/NCIC and CJNet will be permitted provided the User establishes appropriate security measures to ensure compliance with all rules, regulations, procedures, and the FBI CJIS Security Policy.

   b. All FCIC/NCIC/III data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy. This requirement also applies to any private data circuit that is shared with non-criminal justice users and/or is not under the direct security control of a criminal justice agency.

c. The User must maintain, in current status, and provide upon request by FDLE a complete topological drawing, which depicts the User's network configuration as connected to CJNet. This documentation must clearly indicate all network connections, service agencies and interfaces to other information systems.

d. The User will ensure only authorized criminal justice agencies or agencies authorized by FDLE are permitted access to the CJNet via the User's CJNet connection.

e. The User must ensure all devices with connectivity to CJNet employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates.

f. FCIC and CJNet may only be accessed via computers or interface devices owned by the User or contracted entity. Vendors under contract with the User may be allowed access provided all requirements of the DOJ Security Addendum are complied with and member security training is current.

g. The User will ensure that CJNet-only devices have a Windows or network type password to prevent unauthorized access.

h. To ensure appropriate security precautions are in place, and upon approval from the FDLE Network Administration staff, the User may employ wireless network connectivity (for example the 802.11 wireless networking protocol).

5. COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY: The User must have a written policy documenting the actions to be taken in response to a possible computer security incident. The policy should include identifying, reporting, investigating and recovery from computer security incidents. The User will immediately notify FDLE of any suspected compromise of the CJNet.

6. PENETRATION TESTING: The User shall allow the FBI and/or FDLE to periodically test the ability to penetrate the CJNet through the external network connection or system.

7. SECURITY AUTHORITY: All policies, procedures and operating instructions contained in the FBI CJIS Security Policy and FCIC/NCIC, III and NLETS documents, operating manuals and technical memoranda, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

8. CLIENT SOFTWARE LICENSE: The FCIC II Client Software (eAgent) license from Diverse Computing, Incorporated is located in the Help menu of the eAgent client software. The FCIC II Client Software (eAgent) license is made a part of and incorporated by reference into this User Agreement and shall be binding on the User upon acceptance of the software.

9. PRIVATE VENDORS: Private vendors which, under contract with the User, are permitted access to information systems that process FCIC/NCIC/III data, shall abide by all aspects of the FBI CJIS Security Addendum. The contract between the User and the vendor will incorporate the Security Addendum to ensure adequate security of FCIC/NCIC/III data. The User will maintain the Security Addendum Certification form for each member of the vendor staff with access to information systems that process FCIC/NCIC/III data. Private vendors permitted such access should be aware of the provisions of s. 817.5681, regarding breach of security of personal information.

10. PASSWORDS: The User will ensure that all personnel who initiate a transaction to the FCIC II message switch have a separate and distinct password for the software/interface used to initiate the transaction. The User will ensure that all interfaces with the FCIC II message switch, operated by the User, follow the password requirements as outlined in the FBI CJIS Security Policy.

11. INDIVIDUAL USER ACCESS: The User will deactivate individual user access to eAgent and/or other FCIC interfaces, other CJNet applications, and FBI Law Enforcement On-line (LEO), upon separation, reassignment or termination of duties, provide individual user access is no longer required for the administration of criminal justice.

SECTION IV MISCELLANEOUS REQUIREMENTS

1. FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services adhere to US Code (28 U.S.C. section 534), State Statute (Chapter 943 F.S.), Code of Federal Regulations (28 C.F.R. Part 20), Florida Administrative Code (Chapter 11C-6, F.A.C.), FCIC/NCIC and III rules, regulations and operating procedures which this agreement incorporates both present and future.

2. PENALTIES AND LIABILITIES: Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed $11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.

3. PROVISIONS INCORPORATED: The User shall be bound by applicable federal and state laws, federal regulations and the rules of FDLE to the same extent that the User would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.

4. TERMINATION: Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's

ability to substantially perform as originally provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Agreement accordingly.

FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, regulation or rule.

5. MODIFICATIONS: Modifications to the provisions in this Agreement shall be valid only through execution of a formal Agreement amendment.

6. ACCOUNTABILITY: To the extent provided by the laws of Florida, the User agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through CJNet, FCIC/NCIC, III and NLETS.

7. ACKNOWLEDGEMENT: The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the CJNet, including the FCIC/NCIC System. The User further acknowledges that failure to comply with these duties and responsibilities will subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. TERM OF AGREEMENT: This agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive occurs.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

NAME OF THE USER Alachua County Department of Court Services

USER CHIEF EXECUTIVE

Randall R. Reid **TITLE** County Manager
(PLEASE PRINT)

7/6/10
(SIGNATURE)

DATE

WITNESS **TITLE**

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Donna M. Uzzell **TITLE** Director
(PLEASE PRINT)

Donna M Uzzell
(SIGNATURE)

DATE 10/29/10

WITNESS **TITLE** Administrative Asst. II

#7246

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

March 1, 2011

MEMORANDUM

To: Minnie Rolark
Community Support Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on February 21, 2011 & Received in Contracts March 1, 2011**

Enclosed please find one original of the document referenced below which was signed by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

BOONE IMPROVEMENT, INC.
First Amendment to the Agreement for lawn services for the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District
Term: March 1, 2011 – February 28, 2012
(Option to renew for 1 additional 1-year period)
Amount: $16,776.00 annually **Account: 057-2946-363.10-00**
BID #10-20

Please forward the document to the vendor and keep a copy for your file. Please let me know when a requisition has been entered into the system for processing. 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.alachuacounty.us*

An Equal Opportunity Employer M.F.V.D.

County Manager Item Summary

ITEM DESCRIPTION:	First Amendment to Agreement with Boone Improvements Inc, to provide Lawn Maintenance Services for the Sugarfoot Oaks/ Cedar Ridge Preservation and Enhancement District.

DEPARTMENT	RETURN TO	CONTACT:	Marie Small
Community Support Services	Elmira K. Warren / Cathie Whitney	PHONE #:	352-264-6745

DOCUMENT(S) REQUIRING ACTION:	AMOUNT:
First Amendment to Lawn Maintenance Agreement	$ 1398.00/month

EXECUTIVE SUMMARY:

This is the First Amendment to an Agreement between Alachua County and Boone Improvement Inc, for the provision of lawn maintenance services for the Sugarfoot Oaks/ Cedar Ridge Preservation and Enhancement District.

BACKGROUND:

This Agreement is currently effective from March 1st, 2010 and expires February 28, 2011. The County has the option of renewing for 2 one -year periods. It provides for bi-weekly mowing, trash and debris pickup three times weekly, and maintaining areas around signs and fence lines in each community.

ISSUES:

Properties will fall into a state of disrepair and pose health and safety hazards if a Agreement is not executed.

ACTION

Recommendation:

Approve and Execute First Amendment to Agreement with Boone Improvements Inc, to provide Lawn Maintenance Services for the Sugarfoot Oaks/ Cedar Ridge Preservation and Enhancement District.

BUDGETARY IMPACT

Recommendation:

Approve; sufficient funds approved in FY 11 budget

Funding Sources:

Preservation and Enhancement District Non Ad-Valorem Assessment.

Associated Costs:

Funded through the Non Ad-Valorem Assessment

Account Code: 057-2946-363.10-00

Attachments: Two (2) Original First Amendment to Agreement
Copy of original approved Agreement with Boone Improvements Inc

Suggested Reference Material: No Suggested reference material

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
2/10/11					2/10/11

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND BOONE IMPROVEMENTS INC,
FOR LAWN MAINTENCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 21st day of February 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 "County", and Boone Improvements Inc, hereinafter referred to as " Boone Improvements Inc ":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated March 2, 2010, for the provision of lawn maintenance services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend March 2, 2010 Agreement as follows:

A. **SECTION 1, Term** is amended in its entirety to read:

1. **Term** This agreement is effective for one (1) year beginning March 1, 2011 and continuing through February 28, 2012 unless earlier terminated as provided herein. The County has the option of renewing this agreement for one (1) additional year.

B. This First Amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated March 2, 2010, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment 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: _____
Randall H. Reid, County Manager

:

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

VENDOR

ATTEST (By Corporate Officer)

.

By: _____

Print: _____

Title: _____

BOONE IMPROVEMENTS INC

By: _____

Print: RYAN BOONE

Title: PRESIDENT

Date: 2/9/11

#7564

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

March 1, 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 February 24, 2011 & Received in Contracts March 1, 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.

ALACHUA COUNTY YOUTH FAIR & LIVESTOCK SHOW ASSOCIATION, INC.
License Agreement for use of Alachua County Fairgrounds
Term: February 23, 2011 – March 9, 2011
Amount: $ N/A Facility Fee
$ N/A 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 Alachua County Youth Fair & Livestock Show Association, Inc.'s use of Alachua County Fairgrounds

DEPARTMENT:	RETURN TO	CONTACT: Markisha Boykin
CMO	Rob Avery	PHONE 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	AMOUNT: Utilities

EXECUTIVE SUMMARY: Alachua County Youth Fair & Livestock Show Association, Inc. is a non-profit organization requesting to use the exhibition building, grounds and parking lot for the Alachua County Youth Fair Livestock Show and Sale; they have reserved the fairgrounds for February 23 to March 9, 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.

ACTION

Recommendation: Approve the Alachua County Youth Fair & Livestock Show, Inc.'s use of the Alachua County Exhibition Building, Grounds and Parking Lot for the a youth fair and livestock show & sale at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Alachua County Youth Fair & Livestock Show, Inc. for use of the Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					2/28/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 6 day of January, ~~2010~~ 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 Alachua County Youth Fair & Livestock Show Association, Inc. ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 2800 NE 39 Ave, Gainesville ~~and~~ FL 32609-2658

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 $ Ø 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: Michael Anderson

Title: President

NOTARY

Dated this 6 day of January, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 day of January, 2010, by Michael Anderson, who is personally known to me/ produced _____ as identification.

_____
Notary Public, State of Florida at Large
My Commission expires:

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 Michael Anderson **DATE** 1/6/11

ORGANIZATION/COMPANY ACYF+LS ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 2800 NE 39 Ave **CITY** Gainesville

STATE FL **ZIP** 32609-2058 **TELEPHONE** (352) 955-2402

EVENT DETAILS

Event Dates 2/23/11 – 3/9/11 Event Type See attached

Please provide contact information for event details:
Name: _____
Phone Number: _____

Are you a non-profit? Yes ✓ No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):
See attached

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 or use of any hazardous materials?	Yes ____	No ✓

The number of participants that will attend 3,500
The number of staff members that will be on hand 10

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 ~~_____~~ Ø

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.

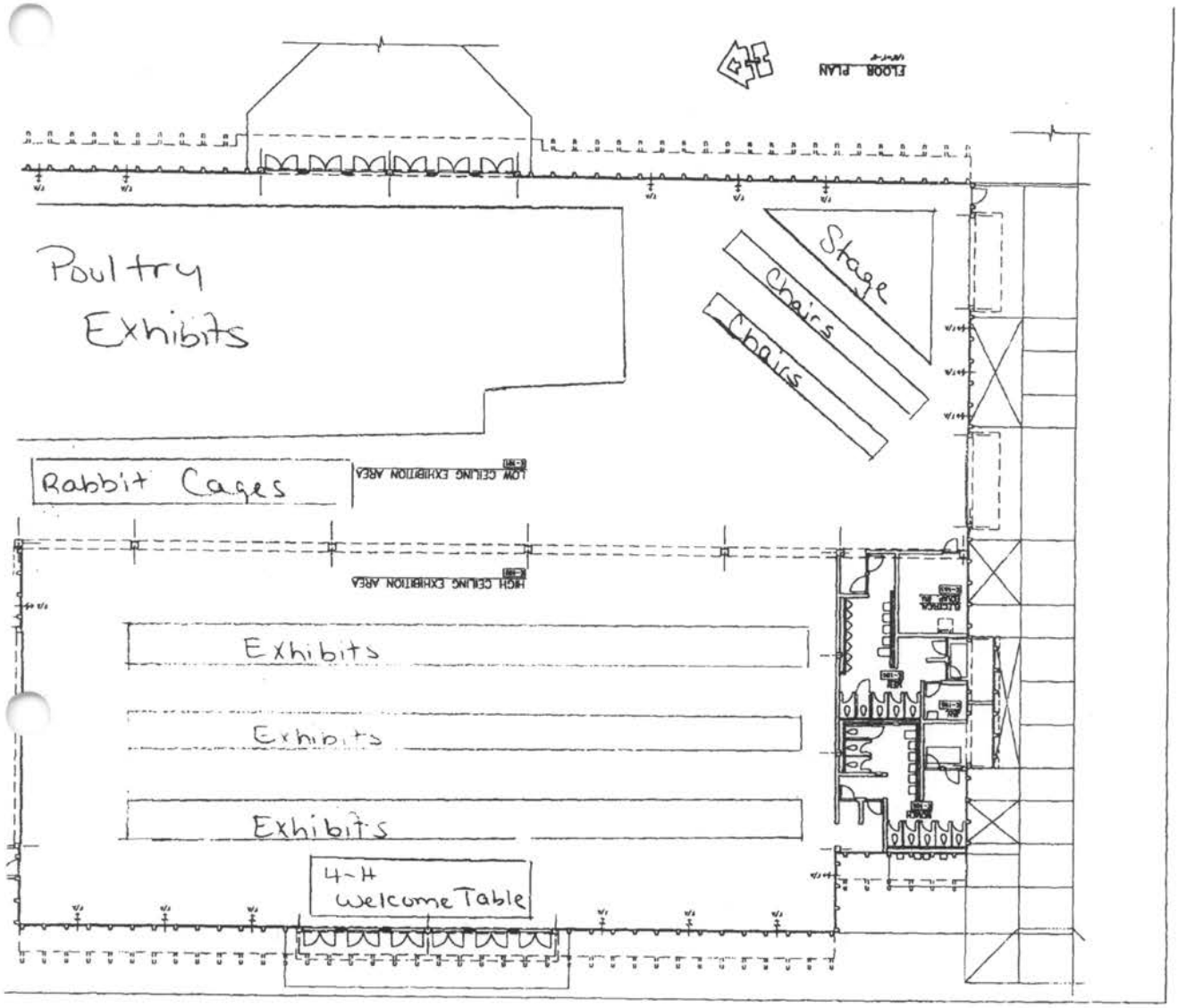
Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

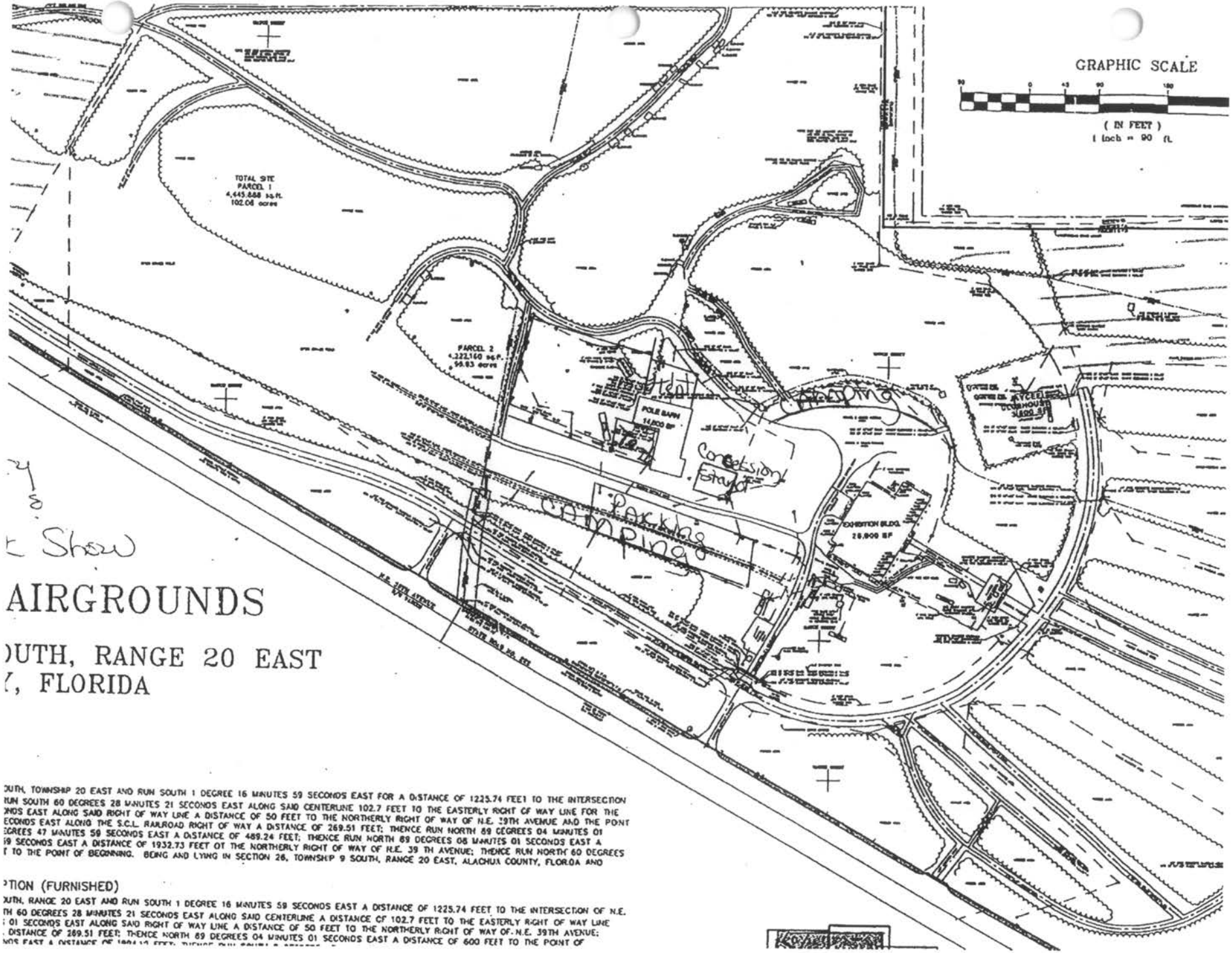
Alachua County Youth Fair Livestock Show & Sale

JAN 2 2011
COUNTY MANAGER

Event Type: The Alachua County Youth Fair and Livestock Show & Sale is an annual event held each year in March. This educational event is a 4-H & FFA youth event only with no midway or carnival associated. This fair gives 4-H & FFA members from Alachua County the opportunity to exhibit livestock and non-livestock projects. This fair also gives the youth of Alachua County the opportunity to develop life skills through their 4-H & FFA projects.

Event Description: The Alachua County Youth Fair & Livestock Show & Sale is a volunteer group of citizens who with the Alachua County Extension Office and the school systems vocational teachers, work to make the Youth Fai and Livestock Show & Sale a reality for the 4-H and FFA programs in Alachua County. The Youth Fair is an annual event that brings both urban and rural young people together to display their agricultural and non agricultural projects. On the average about 400 youth participate in the youth Fair each year and approximately 500 elementary youth participate in the school tours. The success of the Youth Fair is possible through the support of many individuals and business in the community that graciously contribute each year.


Poultry
Exhibits
Stage
Chairs
Chairs
Rabbit Cages
LOW CEILING EXHIBITION AREA
HIGH CEILING EXHIBITION AREA
Exhibits
Exhibits
Exhibits
4-H
Welcome Table



t Show

AIRGROUNDS

)UTH, RANGE 20 EAST
', FLORIDA

OUTH, TOWNSHIP 20 EAST AND RUN SOUTH 1 DEGREE 16 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1225.74 FEET TO THE INTERSECTION RUN SOUTH 60 DEGREES 28 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE 102.7 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR THE ONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 50 FEET TO THE NORTHERLY RIGHT OF WAY OF N.E. 39TH AVENUE AND THE POINT ECONDS EAST ALONG THE S.C.L. RAILROAD RIGHT OF WAY A DISTANCE OF 269.51 FEET; THENCE RUN NORTH 69 DEGREES 04 MINUTES 01 EGREES 47 MINUTES 59 SECONDS EAST A DISTANCE OF 489.24 FEET; THENCE RUN NORTH 69 DEGREES 08 MINUTES 01 SECONDS EAST A 69 SECONDS EAST A DISTANCE OF 1932.73 FEET OT THE NORTHERLY RIGHT OF WAY OF N.E. 39 TH AVENUE; THENCE RUN NORTH 60 DEGREES F TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 26, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA AND

PTION (FURNISHED)

OUTH, RANGE 20 EAST AND RUN SOUTH 1 DEGREE 16 MINUTES 59 SECONDS EAST A DISTANCE OF 1225.74 FEET TO THE INTERSECTION OF N.E. TH 60 DEGREES 28 MINUTES 21 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 102.7 FEET TO THE EASTERLY RIGHT OF WAY LINE ; 01 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 50 FEET TO THE NORTHERLY RIGHT OF WAY OF N.E. 39TH AVENUE; . DISTANCE OF 269.51 FEET; THENCE NORTH 69 DEGREES 04 MINUTES 01 SECONDS EAST A DISTANCE OF 600 FEET TO THE POINT OF

OP ID: KG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/11

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 JOHNSON & FLETCHER INSURANCE P. O. Box 2310 GAINESVILLE, FL 32602- JOHNSON AND FLETCHER INSURANCE 352-373-4381 352-373-2501	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ALACCO2
INSURED Alachua County Youth Fair & Livestock Show Association 2800 NE 39TH AVE. Gainesville, FL 32609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance INSURER B : 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		LBA108598-00	02/23/11	03/12/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ INCL IN AG
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NO COVERAGE PROVIDED			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			NO COVERAGE PROVIDED			EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NO COVERAGE PROVIDED			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
				NO COVERAGE PROVIDED				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ALACHUA COUNTY YOUTH FAIR & LIVESTOCK SHOW
* Certificate Holder is added as Additional Insured under Commercial General Liability only as respects insureds activities.

CERTIFICATE HOLDER — ALACH10

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

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
JOHNSON AND FLETCHER INSURANCE

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Bass Underwriters, Inc.
INSURANCE BINDER

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

DATE ISSUED: February 15, 2011

PRODUCER: Johnson & Fletcher Ins
PO Box 2310,
Gainesville, FL 32602

INSURED: Alachua County Youth Fair & Livestock Association, Inc
2900 NE 39th Avenue,,
Gainesville, FL 32609

INSURER: Landmark American Insurance Company A XII AM Best Rating
Non-Admitted

POLICY NO.: LBA108598-00

COVERAGE: Special Events

POLICY PERIOD: 2/23/2011 TO 3/12/2011

TERM: Other

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY:

$1,000,000	Per Occurrence Limit
$2,000,000	General Aggregate Limit
Included In General Aggregate	Products & Completed Operations Limit
$1,000,000	Personal & Advertising Injury Limit
$ 100,000	Fire Damage to Others Limit
$ 5,000	Medical Expense Limit

Rating Basis
Class Code 69999 Special Events
5,000 Participants
$100 Of the premium stated below is for Add Inds and is fully earned
1 Additional Insurance

DEDUCTIBLE:	
PREMIUM:	$1,150.00
TRIA: REJECTED	
FEES:	Policy Fee $35.00
SURPLUS LINES TAX:	$59.25
SERVICE OFFICE FEE:	$1.19
MISC STATE TAX:	
FHCF: (Florida)	$15.41
CPIE: (Florida)	
TOTAL:	$1,260.85

This GL premium is minimum and deposit.

TERMS / CONDITIONS:
(a) **100% MINIMUM EARNED PREMIUM AT INCEPTION. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.**
PREMIUM FOR ADDITIONAL INSURED'S ARE FULLY EARNED AND NON-REFUNDABLE.

(b)**ENDORSEMENTS**:
CG0001 Commercial General Liability Coverage Form
CG2144 Limitation of Coverage to Designated Premises or Project
CG2258 Described Hazards (applicable to carnivals, circuses and fairs)
GBA106032 Exclusion — Liquor — Absolute
GBA106058 Schedule Special Event Coverage and Specific Exclusions
GBA106010 Exclusion - Assault and Battery
GBA106059 - Exclusions and Limitations Amendatory
IL 0003 Calculation of Premium
IL0017 Common Policy Conditions
GBA 904006 Fully Earned Premium Retained
GBA 904010 Minimum Earned Premium Retained
GBA 909001 Service of Suit (Use State specific form if applicable)
GBA 104014 Basis of Premium
CG 0001 Commercial General Liability Coverage Form
GBA906005 Exclusion of Terrorism
RSG99018 Rejection of Terrorism
RSG 99064 Florida Surplus Lines Disclosure Notice
GBA909022 State Fraud Statement
GBA909008 Florida Important Notice to Policyholders
CG0220 Florida Changes - Cancellation and Non-Renewal.
LLG 30303 Florida Changes-Cancellation and Nonrenewal (Liquor GI Only
CG 2011

(c) **ATTACHMENTS / SUBJECT TO**:
Completed Acord application
Due Diligence

3 year loss runs (if required)
Supplementals (If required)
Tria selection/rejection form

(d) All other terms and conditions apply per form.

(e) Certificates of insurance cannot be used to amend, expand, or otherwise alter the terms of the policy. It is the responsibility of your office to issue only unaltered acord certificates. You are not required to send us copies of these certificates.

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

INSURED: , Alachua County Youth Fair & Livestock Association, Inc
DATE ISSUED: February 15, 2011
Account Executive: Deborah Wilson
Team: Gainesville
Reference #:0771726C

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

#7509

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 24, 2011

MEMORANDUM

To: John Mousa
Environmental Protection Department

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
January 11, 2011 & Received in Contracts January 18, 2011

Attached 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.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Cooperative Agreement for Environmental Policy and Innovation Grant, PI-95472111-0, for the "Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil"
Term: December 13, 2010 – December 13, 2011
Amount: $58,383.00 Total Budget **Account: 157-5541-537.12-00:**
157-5541-537.48-50:
401-5541-537.48-50

Please forward the original to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: F&A
OMB

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.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	USEPA Grant Award " Capacity Building for Resilient Biodiesel Production from Waste Vegetable Oil "		
DEPARTMENT: EPD	**RETURN TO** John Mousa	**CONTACT:** John Mousa **PHONE** 264-6805	
DOCUMENT(S) REQUIRING ACTION:	USEPA Notice of Award dated 12-23-2010, Environmental Policy and Innovation Grant, Increase Biodiesel Capacity.	**AMOUNT:** Total Budget: $58,383.00 Federal Funds: $30, 210 In-Kind Funds:$28,173	

EXECUTIVE SUMMARY: County Manager approval is requested for a grant award from USEPA Region 4 to Alachua County Environmental Protection Department (ACEPD) for USEPA Resource Conservation Challenge Grant to increase the resiliency and capacity for production of waste vegetable oil - based biodiesel fuel by county government.

BACKGROUND: In March 2010, ACEPD submitted a grant application to USEPA Region 4 in response to the Resource Conservation Challenge Grant award program to fund tasks to increase the County's capacity to produce biodiesel fuel from waste vegetable oil. By means of a state grant, ACEPD has already established a capability to produce biodiesel fuel from waste vegetable oil (WVO) at the Hazardous Waste Collection Facility. Biodiesel production capacity is limited by the volume of WVO received at the HWCC. ACEPD wishes to expand the production capacity for biodiesel fuel from WVO in order to increase the recycling and reuse of WVO in the County and to generate more biodiesel fuel to power an electrical generator at the HWCC and/or to offset the use of petroleum based diesel fuel by the County's truck fleet at the Transfer Station. Grant funding will allow ACEPD to increase the volume of WVO collected by 1) implementing an expanded public outreach and advertising campaign to increase the collection of WVO from the public, 2) conducting special pilot scale collection events from local restaurants and community special events and fairs, 3) installing WVO drop off stations at the Rural Collection Centers, and 4) increasing education outreach and technical understanding of the biodiesel process. ACEPD has partnered with Gainesville Regional Utilities, Oak Hall School and the University of Florida to assist with tasks on this grant. ACEPD will contract with the University of Florida for $5,000 for a study of biodiesel byproducts. ACEPD and its partners in this grant are contributing a total of $28,173 In- Kind effort for this grant and the USEPA is contributing $30, 210 in federal funds for this effort. The grant award period will be from 12-13-2010 to 12-13-2011.

ISSUES: None

ACTION

Recommendation: County Manager to approve and sign the grant award notice.

BUDGETARY IMPACT

Recommendation: ACEPD is contributing $16,023 in In-Kind personnel expenses and $2000 in operating expense from existing FY11 budgets. The County will be receiving $30, 210 in federal funds revenue.

Funding Sources: Fund 157-5541, USEPA Environmental Policy and Innovation Grant – Increase Biodiesel Capacity

Associated Costs None

$2,000 operating

Account Code: 157-5541-537.12-00 and 157-5541-537.48-50

401-5541-537.48-50

ATTACHMENTS: USEPA Notice of Award dated 12-23-2010, Environmental Policy and Innovation Grant, Increase Biodiesel Capacity.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
CB					1/11/11

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

ASSISTANCE ID NO.			DATE OF AWARD
PRG	DOC ID	AMEND#	12/23/2010
PI -	95472111	- 0	
TYPE OF ACTION: New			MAILING DATE: 12/30/2010
PAYMENT METHOD: ASAP			ACH#: 40144

RECIPIENT TYPE:
County

Send Payment Request to:
Las Vegas Finance Center

RECIPIENT:
Alachua Co. Board of County Commissioners
201 SE 2nd Ave. Suite 201
Gainesville, FL 32605
EIN: 59-6000501

PAYEE:
Alachua County
201 SE 2nd Ave. Suite 201
Gainesville, FL 32605

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
John Mousa 201 SE 2nd Ave. Suite 201 Gainesville, FL 32605 **E-Mail:** jim@alachuacounty.us **Phone:** 352-264-6805	Thornell Cheeks 61 Forsyth Street Atlanta, GA 30303-8960 **E-Mail:** Cheeks.Thornell@epa.gov **Phone:** 404-562-8479	Shantel Shelmon Grants Management Office **E-Mail:** shelmon.shantel@epa.gov **Phone:** 404-562-9817

PROJECT TITLE AND DESCRIPTION
Environmental Policy and Innovation Grants

This action approves an award in the of amount $30,210 to Alachua County to implement a multi-task project to increase the resiliency and local capacity for the production of waste vegetable oil (WVO)-based biodiesel fuel by county government.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
12/13/2010 - 12/13/2011	12/13/2010 - 12/13/2011	$58,383.00	$58,383.00

NOTICE OF AWARD

Based on your application dated 07/08/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards $30,210. EPA agrees to cost-share 51.74% of all approved budget period costs incurred, up to and not exceeding total federal funding of $30,210. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Resource Conservation and Recovery Act Division 61 Forsyth Street Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
Digital signature applied by EPA Award Official	Elaine Curles, Grants Management Officer	12/23/2010

AFFIRMATION OF AWARD

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
	Randall Reid, County Manager	1/11/11

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 30,210	$ 30,210
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$ 16,023	$ 16,023
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$ 12,150	$ 12,150
Allowable Project Cost	$ 0	$ 58,383	$ 58,383

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.611 - Environmental Policy and Innovation Grants	Solid Waste Disposal Act: Sec. 8001	40 CFR PART 31

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1104TK1016	1011	B	04T2	301DA2D	4157	-	-	30,210
									30,210

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$33,682
2. Fringe Benefits	$7,751
3. Travel	$0
4. Equipment	$3,450
5. Supplies	$500
6. Contractual	$13,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$58,383
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 51.74 % Federal 48.26 %.)	$58,383
12. Total Approved Assistance Amount	$30,210
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$30,210
15. Total EPA Amount Awarded To Date	$30,210

Administrative Conditions

1. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

3. LOBBYING AND LITIGATION

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

5. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

6. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on

recycled paper and are available through the General Services Administration.

7. **UNLIQUIDATED OBLIGATIONS**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at http://www.epa.gov/ocfo/finservices/forms.htm . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

8. **EPA PARTICIPATION**

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (100%) of total allowable program/project costs or the total funds awarded, whichever is lower.

9. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS**

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is $250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is $250,000, or more. The **Florida Department of Environmental Protection** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION 9%; SUPPLIES 9%; SERVICES 9% ; EQUIPMENT 9%
WBE: CONSTRUCTION 3%; SUPPLIES 3% ; SERVICES 3%; EQUIPMENT 3%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

- Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and
- All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to:

U.S. Environmental Protection Agency
Grants Management Office
61 Forsyth Street SW
Atlanta, GA 30303

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp .

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions

10. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends $500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient

shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/

12. TRAFFICKING

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on
      Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity* . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient* .

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity

d. *Definitions* . For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under
   this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

13. **REIMBURSEMENT LIMITATION**

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

14. **CENTRAL CONTRACTORS REGISTRATION AND UNIVERSAL IDENTIFICATION REQUIREMENTS**

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and
b. Is accountable to you for the use of the Federal funds provided by the subaward.

Programmatic Conditions

1. Quarterly project progress reports must be submitted to the project officer. **Please reference the EPA grant/cooperative agreement number on your report as well as on all correspondence.** The outline to be followed for the quarterly progress reports is shown below:

QUARTERLY PROGRESS REPORT OUTLINE
FOR
RCRA PROGRAM PROJECTS

Grant/IAG No. _____

Principal Investigator: _____

The RCRA Program requires the principal investigator of grants, cooperative agreements, and interagency agreements to submit to the RCRA Program project officer a quarterly progress report. This report may be as brief as one page provided all of the information requested below is provided.

a. What work was accomplished for this reporting quarter?

b. What problems (or sources of error), if any, were encountered?

c. If a problem was encountered, what action was taken to correct it?

d. What work is projected for the new quarter activity?

e. Is the project work on schedule?

(a) This quarter?
(b) For the project?

f. Does the project funding rate support the work progress?

g. What has been spent to date?

h. Has a quarterly voucher been submitted for reimbursement? A copy should be attached to the quarterly report.

i. Is there a change in principal investigator?

j. If this is a multi-year project with multiple budget periods, has a request been submitted for a funding amendment?

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2. A copy of the quarterly payment voucher must be submitted to the project officer along with the quarterly progress report.

3. Two copies of a draft final report must be submitted to the project officer for review and comment prior to the final report submittal.

4. A final project report in a camera-ready form and two copies along with a disk containing the report in WordPerfect or Word must be submitted to the project officer for acceptance and approval at the completion of the project. Copies of publications, presentations, pamphlets, or brochures must be provided in both hard copy and electronic format.

5. A copy of any abstract for a presentation at a professional meeting or publication of data or scientific, informational, or educational material pertaining to this assistance agreement must be provided to the project officer for review prior to its dissemination.

6. The project officer must be advised of any participation in professional meetings and conferences funded under this agreement.

7. If applicable, the grantee will document through photographs or narrative photographically (video/photos) the transition from pre-award to post-award conditions for each project and will submit such documentation with the quarterly report that concludes each year and in the final report.

8. Any environmental data generated under this agreement must be submitted to the RCRA Program project officer on electronic media according to the format agreed upon in consultation with the project officer.

The activities in this cooperative agreement will require substantial federal involvement in the form of programmatic oversight, and review and comment on all agreement activities and products.

9. EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.
Performance Reports:

In accordance with 40 CFR § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement information on each of the following areas: progress to date on milestones, environmental results achieved or to be achieved in quantitative terms as appropriate.

In accordance with 40 CFR § 30.51 (f), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. Notification must take place prior to the submittal of the final report. As necessary performance reports should include; problems encountered to date, and solutions to be implemented to resolve issues and keep the project on schedule and within budget.

10. Performance Reports:

In accordance with 40 CFR § 30.51 (d), the recipient agrees to include in performance reports submitted under this agreement information on each of the following areas: progress to date on milestones, environmental results achieved or to be achieved in quantitative terms as appropriate.

In accordance with 40 CFR § 30.51 (f), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. Notification must take place prior to the submittal of the final report. As necessary performance reports should include; problems encountered to date, and solutions to be implemented to resolve issues and keep the project on schedule and within budget.

#6763

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

January 10, 2011

MEMORANDUM

To: Ron Akins, Administrative Support Manager
Administrative 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**

Attached please find a copy of the document referenced below which was approved by the County Manger on the date referenced above. Also enclosed is a copy of the Green Sheet.

LOWE'S CLEANING SERVICE, INC.
Fifth Amendment to the Agreement for janitorial services
Term: October 1, 2010 – September 30, 2011
(Option to renew for one additional 1-yr period)
Amount: $ 240.00 Monthly Increase (Jan – Sept 2011)
$ 2,645.22 Monthly
Account: 001-1812-712.34-11
RFP #08-71

Please forward the document to the vendor and keep a copy for your file. Also enclosed is the change order to 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.alachuacounty.us

An Equal Opportunity Employer M.F.V.D.

FIFTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
LOWE'S CLEANING SERVICE, INC. FOR JANITORIAL SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT, made and entered into this 7th day of January 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 "County", and Lowe's Cleaning Service, Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of janitorial services; and,

WHEREAS, the parties hereto previously entered into a First Amendment, dated July 16, 2009; Second Amendment, dated October 8, 2009; Third Amendment, dated October 7, 2010; Fourth Amendment, dated November 23, 2010 and

NOW, THEREFORE, the parties hereby agree to amend the original agreement, signed on March 11, 2008, as follows:

A. Section #2. **Duties of the Contractor**, is amended in its entirety to read:

> A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: three (3) days per week general housekeeping and toilets/break rooms at Transfer Station located at 5115 NE 63rd Avenue, three (3) days per week of general housekeeping at Star Garage located at 105 SE 1st Avenue, three (3) days per week of general housekeeping at Hazardous Household Building located at 5125 NE 63rd Avenue and three (3) days per week general housekeeping and toilets/break rooms at 14 South Main Street (Guardian Ad Litem – approx. 4,380 sq ft).
> Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

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.

C. Section #4. **Method of Payment** is amended in its entirety to read:

For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
The Contractor shall be paid monthly $785.16 for services rendered at the Transfer Station; $1,389.42 for services rendered at the Star Garage; $230.64 for services rendered at the Hazardous Household Building and $240.00 for services at the property located at 14 South Main Street (Guardian Ad Litem) beginning January 1, 2011.

Lowe's Cleaning Service, Inc. will be paid a total monthly fee of $2,645.22 for the period of January 1, 2011 through September 30, 2011. The Contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This fifth amendment shall take effect upon expiration of the contract or amendment currently in effect under the same terms and specifications contained therein.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Attest to Randall H. Reid

_____

BY: _____
Randall H. Reid
County Manager

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

LOWE'S CLEANING SERVICE, INC.

Don Lowe
Name

CEO
Title

Don Lowe
Print Name

Attest by Corporate Officer

_____
Name

_____
Title

_____
Print Name

ATTACHMENT A

1.1 **Section A - Daily Duties / See attached building scheduled for days.**

1.1.1 **TOILET ROOMS** (Includes all restrooms, public and private, and Holding Cells).

1.1.1.1 Sweep floors.

1.1.1.2 Mop floors with a disinfectant solution.

1.1.1.3 Clean fixtures (toilets, urinals and lavatories) with a non-abrasive cleaner/disinfectant solution.

1.1.1.4 Clean walls, partitions, doors and other vertical and horizontal surfaces.

1.1.1.5 Empty and replace bags in all trash receptacles and sanitary napkin receptacles. Place debris in separate containers for disposal.

1.1.1.6 Fill all toilet room dispensers with soap, towels, tissue and related supplies.

1.1.1.7 Wipe and clean all bright metal.

1.1.1.8 Clean and polish mirrors.

1.1.1.9 Report any maintenance problems to Facilities Management using the minor maintenance report form.

1.1.1.10 Holding Cells. When unoccupied and unlocked, holding cell areas shall be cleaned, including a total disinfecting in and around urinals/toilets on a daily basis. If any toilet or sinks are stopped up, the Contractor shall use a plunger to attempt to clear drain lines.

1.1.2 **ROOM CLEANING** (Including break, kitchen, lobbies, corridors and entrances)

1.1.2.1 Empty trash receptacles and replace plastic liners in receptacles daily.

1.1.2.2 **Clean vertical and horizontal surfaces.**

1.1.2.3 Clean wash basins.

1.1.2.4 Fill all dispensers.

1.1.2.5 VACUUM ALL CARPET COMPLETELY including entrance and exit mats.

1.1.2.6 EDGE CARPETING near baseboards and in areas not reached by vacuum.

1.1.2.7 Mop hard surface flooring with treated medium. Remove any spots. Report any spots that cannot be removed to Facilities Management.

1.1.2.8 Mop kitchen's and/or break rooms hard surface flooring with a disinfectant solution, without streaking or leaving any mop debris.

1.1.2.9 Clean glass entrance and exit doors and glass panels.

1.1.2.10 Clean microwave tops and doors.

1.1.2.11 Vendor to move all recyclable waste/trash to designated building location.

1.1.3 **Elevators (Doors, floors and walls)**

1.1.3.1 Clean walls and doors of hand prints and smudges.

1.1.3.2 Mop or vacuum floors.

1.2 **Section B - Weekly Duties / See attached building scheduled for day.**

1.2.1 ROOM CLEANING (Includes break, kitchen, lobbies, corridors and entrances)

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs etc.) with treated material. If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment.

1.2.1.2 Dust file cabinets and all other horizontal surfaces including wall moldings.

1.2.1.3 Clean glass partitions, bookcase and other office fixtures that are glass.

1.2.1.4 Report any spots found on floors, carpet and hard flooring, to Facilities Management using the minor maintenance report form.

1.2.1.5 Vacuum/sweep all stairwells.

1.2.1.6 Clean cabinet doors in kitchen and break rooms.

1.3 **Section C - Monthly Duties First Week in Each Month, See attached building scheduled for day.**

1.3.1 ROOM CLEANING (Includes break, kitchen lobbies, corridors and entrances)

1.3.1.1 Dust Venetian blinds with wool duster, feather duster or vacuum. Clean to remove spots.

1.3.1.2 Dust all high (above 6') surfaces with wool duster, feather duster, or vacuum (i.e. tall file units, high shelves, room divers, door closers, and air vents etc).

1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water is to be poured down to flush out and reseal. To this fresh water, a small amount of a deodorizer is to be added.

1.3.1.4 Clean hand rails, post and all associated parts to stairwells.

1.4 **Section D – Quarterly duties.**

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris

1.5 **Section E – Semiannual duties.**

1.5.1 Clean all spots from walls, furnishings, chair pads and all other hard surfaces. Report any spots that cannot be removed to Facilities Management using the minor maintenance form.

1.5.2 Scrub and clean all non sealed restroom floors

1.6 **Section F – Annual duties.**

1.6.1 The contractor shall provide interior and exterior window cleaning once per year between the months of April and May.

1.7 **Miscellaneous**

1.7.1 All employees, supervisors and management staff of contractor must be trained in fire and safety procedures, including the location of fire equipment and safety exits.

1.7.2 Report fires, hazardous conditions and items in need of repair.

1.7.3 Close windows; turn off lights and fans when not in use.

1.7.4 Turn in lost and found articles at the lost and found desk at the building.

1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.

1.7.6 Assign sufficient daytime staffing to be responsive to complaints related to night cleaning.

1.7.7 Contractor shall alert each of his/her employees to exercise a reasonable vigilance in implementing this policy and to notify the Facilities Manager on duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with employees. Only employees with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.

1.7.8 Any mop water that is dumped down a floor drain, will required a minimum of one (1) gallon of

fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of a deodorizer is to be added.

1.7.9 **NOTE:** Any cleaning schedule for Fridays, with permission from Facilities Management, may be moved to Saturdays or Sundays.

1.8 **Supplies, Materials, Equipment and Utilities**

1.8.1 **Furnished by Alachua County**

1.8.1.1 Electrical power at existing outlets for the operation of equipment necessary to perform the work under this Contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement including chemicals need for seasonal cleanings. See Supply and Materials management procedure for County supplies **ATTACHMENT B**

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contactor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for theft or damage to the Contractor's stored supplies, materials, replacement parts, or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not in any way be used by the Contractor or His/Her employees to perform any task to fulfill this Agreement unless the Contactor has written approval from Facilities Management before use.

1.8.2 **Furnished by the Contractor**

1.8.2.1 All personnel, supplies, materials and equipment necessary to perform the work under this Agreement unless otherwise specified herein. These items shall be of a quality to conform to applicable industry standards and not cause damage to the property. Fifteen (15) days prior to the commencement of the Agreement, the Contractor must supply to the Facilities Manager, or his designated representative, a list giving the name of the manufacturer, the brand name and intended use of each items that are proposed to be used in the performance of the work. The Facilities Manager, or his designated representative, will approve all items prior to usage. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc., necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal so as to avoid the possibility of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not in any way cause damage to said elevator. All equipment shall be approved by the Facilities

Manager, or his designated representative.

1.8.2.3 The Contractor shall provide a uniform for employees. An acceptable dress for employees can be as simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing services at County Facilities.

1.8.3 **Security Clearances - Security clearances are required to be approved for all contractor employees prior to start of work.**

1.8.3.1 The Contractor shall submit to the Facilities Manager, or his designated representative, during the bidding and negation phases as a part of the qualification process the vendor must provide proof of background checks on the Owner and the Project Management staff including Operations Managers, Supervisors, and or lead personnel. The County reserves the right to verify the accuracy of the information submitted by the potential Contractor.

1.8.3.2 Alachua County shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for employees assigned to the Contract. Alachua County may, as it deems appropriate, authorize and grant temporary clearance to any such employee which shall not be considered as assurance that a full clearance will follow as a result or condition thereof; and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by Alachua County.

1.8.3.3 Alachua County will use the Security Access level decision Matrix to approve or disapprove vendor/employee access to County buildings. See Matrix and building category form at **ATTACHMENT A.**

1.8.3.4 Exception/Waiver Request: On a case by case basis a contractor can submit a waiver to the County requesting that a critical employee with some violations in their background history be allowed to perform services in the County Facilities. This waiver will be completed by the contractor as the approval and or disapproval decision will rest with the County. If the waiver is approved, the contractor must agree to ensure that the employee whom the waiver was submitted for is always accompanied by an employee with no convictions. If an unaccompanied employee with an approved waiver is ever identified in a County facility alone he/she can be denied entry by the County for the purpose of cleaning.

1.8.3.5 Background checks and reports are the sole responsibility of the Contractor. Payments of said checks will the Contractors responsibility.

1.8.3.6 Contractor must provide proof of employee background checks at least 48 hours before the employee starts work.

1.9 **Identification/Building Pass**

1.9.1 The Contractor shall ensure that every new employee assigned to this Agreement has a photo identification badge/building pass before the employee begins duty. The Contractor's representative shall sign each pass issued. The Contractor shall see that all badges/passes are returned to the Facilities Manager, or his designated representative, as any employees are

dismissed or terminated, and when the Agreement expires. All badges/passes must contain an expiration date.

1.9.2 The Contractor shall ensure that all employees assigned to this Agreement wear their badge/pass during duty hours in a clearly visible spot. The Facilities Manager, or his designated representative, shall periodically verify badges/passes of Contractor employees with their personal identification. The Contractor shall make all employees assigned to this Agreement available for photo identification badges/passes on a schedule to be worked out with the Facilities Manager, or his designated representative. The badges/passes will be made by the County before an employee may begin work and only after a favorable background, check has been received on the employee. Employees shall sign each badge/pass at the time of photographing.

1.10 **Building Security and Access Control**

1.10.1 The Contractor shall issue the photo identification/Building Pass Badge to the employees assigned to this Agreement each day as they report for work and shall collect the badges at the end of the work shift before the employees leave the building.

1.10.2 The Contractor shall see that all badges are returned to the Facilities Manager, or his designated representative, when employees are dismissed or terminated. The Contractor will notify the Facilities Manager, or his designated representative, when employee's badge is lost. It will be the responsibility of the Contractor to pay for replacement badges at a cost of $15.00 per badge. No employee will be allowed to work without a current badge.

1.10.3 An itemized list of employees assigned to each facility, showing the employee's full name, address, telephone number, date and place of birth, and social security and driver's license numbers, shall be submitted to the Facilities Manager, or his designated representative. This list is to be kept current by the Contractor and changes promptly submitted to the Facilities Manager, or his designated representative.

1.10.4 The Contractor shall be furnished means of access to all rooms requiring cleaning. Any keys issued to the Contractor for such use shall not be removed from the premises at any time, or duplicated by the Contractor. Exceptions will be addressed by the Facilities Manager, or his designated representative, on an individual basis, based upon specific circumstances.

1.10.5 Any area to which Contractor is provided access by means of a key shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any employees assigned to this Agreement.

1.10.6 Upon completion of cleaning in a prescribed area, the Contractor's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance purposes, (i.e. night and exit lights) shall be extinguished, and all doors and windows secured. The Contractor's building supervisor and/or lead person shall check to ensure that all requirements are met, prior to release of work crew for the day, including the replacement of all furniture and equipment moved during the cleaning process.

1.10.7 Keys and or keycards for all County buildings shall be issued to the contractor by Facilities Management, and will be returned to Facilities Management upon termination of this Agreement.

If any building key(s) are lost or not returned upon termination of this Agreement, the Contractor shall pay for all necessary lock changes and key re-issuances. For all County buildings **NOT USING THE BEST KEY SYSTEM**, to replace damage or broken building key(s), the contractor shall pay a $15.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $50.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.8 **WHERE THE BEST KEY SYSTEM IS USED**, both Courthouses, Consolidated Communications Center, Sheriffs buildings etc. to replace damage or broken building key(s), the contractor shall pay a $50.00 fee for each key. To have a broken or damage building key removed from a lock, the contractor will pay a $150.00 fee pulse the fee to replace said key and if necessary the replacement cost of the lock.

1.10.9 For the replacement of any keycard, the Contractor shall pay a $25.00 fee for each keycard.

1.10.10 Replacement keys from Facilities Management for janitorial dispensers that are lost and/or damage will have a replacement fee of $5.00 per key. Note: these keys may be replaced by the contractor on his/her own cost.

1.10.11 The County shall not be responsible to any of the Contractor's employees for loss of any personal property.

1.10.12 The Contractor shall provide secure storage for employees' personal possessions. All personal items, with the exception of jewelry and medication, will be held by the Contractor during work hours.

1.10.13 It will be the responsibility of the Contractor to establish and inform the Facilities Manager, or his designated representative, of procedures related to the employees assigned to this Agreement to prevent theft of the property of Alachua County and its employees.

1.10.14 It will be the responsibility of the Contractor to establish adequate procedures to eliminate use by the employees assigned to this Agreement of the property of Alachua County or of its employees. This property includes, but is not limited to the following:

- 1.10.14.1 Telephone System;
- 1.10.14.2 Computer Equipment;
- 1.10.14.3 Audio/Video Equipment;
- 1.10.14.4 Typewriters;
- 1.10.14.5 Calculators;
- 1.10.14.6 Duplicating Equipment;
- 1.10.14.7 Radios;
- 1.10.14.8 Projection Equipment

1.10.15 Discovery by Alachua County of wrongful use shall be referred to the Contractor for appropriate action, requiring reimbursement by the Contractor when a specific monetary loss or misuse can be directly attributed to one of the employees assigned to this Agreement.

1.10.16 It is the responsibility of the Contractor to establish adequate procedures to eliminate FALSE ALARMS. The contractor shall pay all false alarm fees that are charged to the County by law enforcement, which were set off by the contractor's janitorial staff

ATTACHMENT A

Janitorial Supplies Provided By Alachua County Facilities

Items
Skylight Glass Cleaner
Foam Burst Bathroom Cleaner
Frequency 256, All Purpose Cleaner
Reflects, Neutral Floor Cleaner
Kil-Odor (Country Morning)
Stainless Steel Cleaner
Hand Soap
Furniture Polish
Dust Mop Treatment
Spray Bottles
Tile and Grout Cleaner
Toilet Tissue
Hand Towels (Roll)
Hand Towels (multifold)
Liner, 60 gallon (large)
Liner, 33 gallon (Medium)
Liner 16 gallon (Small)
Liner, wax bag
Toilet seat covers

Note: At the start of the contract, the County will pre-stock all buildings with at least 15 days of supplies. Each contractor must request the replacement of used supplies by completing a Janitorial Supply Request Form and submitting it to the Alachua County Facilities Division, in accordance with Standard Operating Procedures (SOP). The County reserves the right to make changes to this list as it may see fit.

[redacted]

8

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

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.

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 than $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 Agreement 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 "par 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 Agreement (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: **Alachua County Board of County Commissioners**

and Mailing Address **c/o Periculum Services Group**
P.O. Box 257
Portland, MI 48875

ITEM DESCRIPTION:	Fifth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for Janitorial Services		
DEPARTMENT: Administrative Services Facilities	**RETURN TO** Charlie R. Jackson	**CONTACT:** Charlie R. Jackson	**PHONE** 374.5229
DOCUMENT(S) REQUIRING ACTION:	Fifth Amendment to the Agreement between Alachua County and Lowe's Cleaning Services, Inc. for additional Janitorial Services at 14 S. Main Street for Guardian Ad Litem	**AMOUNT:** $2,160.00 (Jan-Sept 2011) $240.00 monthly	

EXECUTIVE SUMMARY: This fifth amendment to the agreement with Lowe's Cleaning Service, Inc. is for additional janitorial services at 14 South Main Street for Guardian Ad Litem This amendment covers the period of January 1, 2011 through September 30, 2011 (with option to renew for one (1) additional 1-year period).

BACKGROUND: On March 11, 2008 the original agreement between Alachua County and Lowe's Cleaning Service, Inc. was approved by the Board of County Commissioners. Facilities Management is requesting the County to enter into this fifth amendment for additional janitorial services at the following location: 14 South Main Street (old DOC'S).

ISSUES: Failure to approve this agreement would hinder the County's ability to maintain clean buildings as outlined in our mission and objectives.

Recommendation:	Approve and execute the Fifth Amendment to the Agreement between Alachua County and Lowe's Cleaning Service, Inc. for additional Janitorial Services at 14 South Main Street for Guardian Ad Litem

Recommendation:	Approve and execute the Fourth Amendment to the Agreement with Lowe's Cleaning Service, Inc. for Janitorial Services
Funding Sources:	Administrative Services/Facilities Management General Fund
Associated Costs	N/A
Account Code:	001-1812-712.34-11

ATTACHMENTS:	Fifth Amendment to the Agreement with Lowe's Cleaning Service, Inc. (2 originals)
SUGGESTED REFERENCE MATERIAL:	N/A

#7535

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

February 14, 2011

MEMORANDUM

To: Ron Akins
Administrative Support Manager

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager**
February 10, 2011 & Received in Contracts February 14, 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.

G.I. HOLDINGS, LLC.
Lease Agreement for office space located at 14 S. Main Street for Guardian Ad Litem
Terms: January 1, 2011 – September 30, 2011
(Option to renew for up to 5 one-year periods)
Amount: $ 0 January – March 2011 Account: 001-1814-712.44-10
$ 4,125.00 Monthly April – September 2011

Please forward the document to the vendor and keep a copy for your file. Enclosed is your encumbrance. Thank you for your assistance.

Enclosures

Cc: F&A
Purchasing
Laura Northcutt
File

JDJ/jcp

ITEM DESCRIPTION:	Request approval of the Lease Agreement with G.I. Holdings, LLC for Office Space for Guardian Ad Litem		
DEPARTMENT:	**RETURN TO**	**CONTACT:** Charlie R. Jackson	
Administrative Services/Facilities	Charlie R. Jackson	**PHONE** 374.5229	
DOCUMENT(S) REQUIRING ACTION:	Lease Agreement between Alachua County Board of County Commissioners and G.I. Holdings, LLC for Office Space in the old DOCS Building for Guardian Ad Litem	**AMOUNT:** FY 2011 Lease Amount ($24,750) FY 2012 Lease Amount ($49,500)	

EXECUTIVE SUMMARY: Guardian Ad Litem has an immediate need for office space to carry-out mandated functions. Section 125.01 (1) c, Florida Statutes, requires the County to provide and maintain space in County buildings for State functions. The term of this Lease Agreement with G.I. Holdings, LLC shall begin January 1, 2011 or earlier and end on September 30, 2011.

BACKGROUND: On September 26, 2009, the BoCC approved of a Seventh Amendment to the Lease Agreement for Suite 7 (Guardian Ad Litem area) in the Star Garage between Saul Silber and Alachua County. Shortly thereafter, County facilities received in - dooor air quality complaints from Guardian Ad Litem employees who reported issues surrounding nose bleeds and odors in Suite 7, on the second floor.(see emails at **attachment 1**). On September 25, 2009 Saul Silber hired Water and Air Research to perform a indoor air quality test and the results came back negative (see email at **attachment 2**). On October 30, 2009, Facilities received additional complaints from employees of throat irritation shown at **attachment 3**. In response to this more complaint, Saul Silber performed the second test which yield negative results. On January 25, 2010, and with more complaints, Saul Silber hired Water and Air Research, Inc who conducted a water and air test shown at **attachment 4**. During this examination, standing water was detected in the condensate pan. Staff was once again, moved out of the Star Garage and back into the basement of the Administration Building for the second time (see email shown at **attachment 5**, dated Feb 18, 2010). In February 2010, Guardian Ad Litem moved back into the Star Gararge and again in August 2010 staff complained of headaches and scatchy throats, so we moved them back into the Administration Building for the third time. (see email at **attachment 6**). Following this move, County Manager Reid met with Saul Silber regarding the matter and Mr. Silber agreed to renovate the old DOCS building and provide space in it for the Guardian Ad Litem Department. County staff has worked closely with Ms Pam Pearce, the Director of Guardian Ad Litem and has negotiated space in the old DOCS building at the following cost:

FY2011 Estimated Cost (6 -Months From Apr 1, 2011 to Sept 30, 2011) (waived 3 months of rent (Jan – Mar 2011).

Annual Lease $24,750.00/Janitorial $ 1,440.00/Security $ 400.00

FY 2011 Estimated Operating Annual Cost $ 26,590.00

FY 2011 - One Time Cost Follows

Avaya Phones $ 3,151.60/UPS for Switch/phones $1,178.00/Wireless Equipment $5,460.00/POE Network Switch $ 1,540.00/Telcom Install $500.00/Moving $ 4,170.57

Estimated One Time Cost $16,000.17

Estimated first year cost is approximate $ 42,590.17

Fiber Installation $45,000.00*

*ITS will be submitting to the CIP Team for review and recommendation. Initially fiber is not required;

...owever, ITS has identified a long term need for it.

Projected Operating Cost for FY2012 is listed below:

Annual Lease Cost (12) months $49,500.00/Janitorial is in the existing Budget/GRUCOM $5,220.00

Security $400.00

FY 2012 Estimated Operating Cost Totals $55,120.00

ISSUES: The County is required to provide office space for Guardian Ad Litem. The denial of this request would prevent the County from satisfying space requirements.

Recommendation:	Approve and execute the Lease Agreement between Alachua County and G.I. Holdings, LLC for Office Space for Guardian Ad Litem.

Recommendation:	Approve Lease Agreement for FY 2011. FY 11 Adopted Budget has budget appropriations for this lease.
Funding Sources:	General Fund – Rental and Leases and Facility Operating and Capital
Associated Costs:	Included in background
Account Code:	001-1814-712.44-10; ~~001-1812-712.51.21 & 001-1812-712.64-30~~ 37

ATTACHMENTS:	Lease Agreement with G.I. Holdings, LLC (two originals) Six (6) Attachments
SUGGESTED REFERENCE MATERIAL:	N/A

LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND G.I. HOLDINGS, LLC
FOR GUARDIAN AD LITEM LEASE SPACE

THIS AGREEMENT, made and entered into this 10th day of February, 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, G.I. HOLDINGS, LLC, doing business at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, hereinafter referred to as the 'Landlord",

WITNESSETH:

In consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. **The Premises.** The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord office space located at 14 South Main Street, Gainesville, Florida 32601, as shown in Exhibit A.

2. **Term.** The term of the lease shall begin on January 1, 2011 or earlier and shall end September 30, 2011, unless earlier terminated as provided herein. The Tenant shall provide written notice 60 days prior to the expiration of this lease to the Landlord of its intent to exercise the option to renew.

3. **Renewal.** Tenant has the option to renew the lease for up to five one-year periods. Rent during the renewal shall be changed to match the annual change in the Consumer Price Index, but in no case may any increase exceed three percent above the previous year's rent. The Tenant shall provide written notice to the Landlord of its intent to exercise this option at least 90 (ninety) days before the end of the current lease term.

4. **Rent.**

   A Rental payments are waived from January 1, 2011 through March 31, 2011. The Tenant agrees to pay the Landlord monthly rental payments of $4,125.00 monthly from April 1, 2011 to September 30, 2011. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

   Alachua County Facilities Management
   105 SE 1St Avenue — Suite 2B
   Gainesville, Florida 32601

B The Tenant shall submit/mail monthly rental payments to G.I. Holdings, LLC and shall mail the rental payments to the Landlord at 3434 SW 24th Avenue, Suite A, Gainesville, FL 32607. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C.

5. **Alterations and Improvements.** The Tenant reserves the right to make alterations to the leased premises during the term of the lease, with written approval of the Landlord. Approval shall not be unreasonably withheld. At the termination of the lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant. Tenant is allowed to install conduit into the building and install optical fiber throughout the building as necessary. Tenant will notify Landlord who may provide a recommendation as to the location of the fiber. Tenant may utilize the existing conduit in the building for its communications and data needs. Tenant may attach communications equipment to the roof. Any fiber, wire or conduit installed by Tenant may be removed by Tenant upon termination of the lease.

6. **Use of Premises**. The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct public business of the County or its Constitutional Officers.

7. **Compliance with Law**. The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V. Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform with city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.

8. **Surrender of Premises**. Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, reasonable use, wear, tear, and damage, only, expected.

9. **Repair and Maintenance.**

A Tenant shall be responsible for changing HVAC filters monthly, if readily accessible, and light bulbs.

B Landlord shall maintain the roof, structure, structural supports, mechanical equipment, electric, plumbing, floor covering, ceiling tiles, doors, locks, and windows. Landlord shall keep the building envelop sealed against moisture and vermin. Should vermin

C Landlord is responsible for maintaining communication wiring, within the building, suitable for telephones and data. Tenant is responsible for providing hardware, such as telephones and computers.

10. **Utilities**. Landlord shall provide all electrical, sewer, water, refuse removal, and vermin control. Tenant shall provide pest control (bugs only), security alarm, and IT for Tenant occupied, non-common areas.

11. **Janitorial.** Landlord shall provide janitorial services for all common areas. The common areas include, but are not limited to, the entrance, foyer, ground floor hallway, stairwell, public restroom and 2nd floor hallway. Tenant shall provide janitorial for all Tenant occupied, non-common areas.

12. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide no less than one business days advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection, unless there is an emergency. Notice shall be provided to both the Alachua County Facilities Department and to the actual occupant of the space.

13. **Title Status**. The Landlord represents that it owns the premises in fee- simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.

14. **Insurance**. The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.

15. **Assignments.** This lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse of fail to execute, acknowledge and deliver such document, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlord's acts pursuant to this section.

16. **Sublease**. Tenant may not sublease the premises without Landlord's prior written permission, which shall not be unreasonably withheld.

17. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.

18. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.

19. **Entire Agreement, Modification and Waiver.** This lease contains the entire agreement of the parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.

20. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.

21. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.

22. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.

23. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has 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 unit.

24. **Prorations**. Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.

25. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

26. **Casualty**. In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.

27. **Notices**. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other part shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Facilities Manager
105 SE 1st Avenue- Suite 2B,
Gainesville, Florida 32601

Landlord: G.I. Holdings, LLC
3434 SW 24th Avenue, Suite A
Gainesville, FL 32607

A copy of any notice hereunder shall be sent to:

J. K. Irby, Clerk,
Attention Finance and Accounting,
Post Office Box 939,
Gainesville, Florida 32602

And to:

Office of Management and Budget
Attn: Contracts
105 SE 1st Avenue- Suite 6
Gainesville, Fl 32601

28. **Eminent Domain**. In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this lease in the event of such eminent domain proceedings.

29. **Default and Termination**. If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease

Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.

30. **Severability Clause.** If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

31. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

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. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Randall H. Reid, County Manager

WITNESS:

_____

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

G.I. HOLDINGS, LLC

By: _____
(Signature)

Saul Silber
(Name) Print or Type

Title: Mang. partner & member

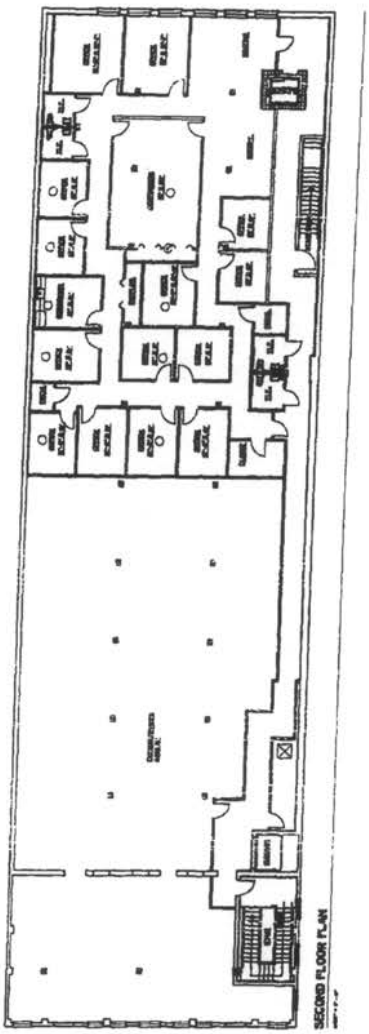
ATTEST: (by corporate officer)
By: _____
(Signature)

Robert Lockrell
(Name) Print or Type

Property Manager
Title: Saul Silber Properties

juris luzins
architect
AR0007907

EXHIBIT A



4,380 sf

9320 nw 13 th pl, gainesville, florida 32606 (352)224-8673 FAX (352)332-6967
jurisluzins@cox.net

April 12, 2011 Regular BoCC Meeting
Agenda Item #37

Title
Triple D Equipment, Inc.: Finance Report and Purchase Order 111181. (Amended)

Amount
$130,099.62

Description
Request approval of the Finance Report and Purhase Order 111181 issued to Triple D Equipment, Inc., for the purchase of three (3) 2011 Kubota (M8540) Agriculture Type Tractors.

Recommendation
Approve the Finance Report and Purchase Order 111181 issued to Triple D Equipment, Inc., for the purchase of three (3) 2011 Kubota (M8540) Agriculture Type Tractors.

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order #111181.

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 #111181 to Triple D Equipment, Inc., in the amount of $130,099.62, for the purchase of three (3) 2011 Kubota (M8540) Agriculture Type Tractors 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 #111181 is to replace vehicle RD710, RD711 and RD712 that have exceeded their life expectancy and were approved for replacement during the FY10/11 budget process. RD710, RD711 and RD712 have reached their life expectancy in years and miles and are due for replacement.

Issues
By not replacing theses vehicles, the maintenance and repair costs will increase and the Public Works Department will be impacted due to excessive downtime of the units.

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: 111181PO.pdf
Attachment: 111181FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

March 14, 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 #111181 to Triple D Equipment, Inc., in the amount of $130,099.62, for the purchase of three (3) 2011 Kubota (M8540) Agriculture Type Tractors 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 #111181 to Triple D Equipment, Inc., in the amount of $130,099.62, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 12 DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

Steve Donaby, D.C.
Clerk

LS:mm

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Jacqueline Chung, E.O. Manager
Larry Sapp, Purchasing Manager
DJ Ferguson, Recruitment Coordinator

March 16, 2010

MEMORANDUM

To: Randall H. Reid, County Manager

From: Betty M. Baker, Director, Administrative Services

Subject: Absence from the Office

I will be out of the office Thursday, March 17, 2011. In my absence, Larry Sapp, Purchasing Manager will act on my behalf and will have full signature authority.

If you need assistance, please do not hesitate to contact my assistant, Betsy Duncan at (352) 374-5220.

Thank you.

BB/bd
ec: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Service Managers

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111181

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	3/14/2011
REQ. NUMBER	0000056032
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	508046051364201003335
VENDOR NO.	

VENDOR

VENDOR I.D. #

TRIPLE D EQUIPMENT INC
2820 S FIREHOUSE RD
DELAND FL 32720

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 KUBOTA M8540 (AGRICULTURE TYPE TRACTOR,2 WHEEL DRIVE; UPGRADE TO M108SHDC TRACTOR, 108 HP, 4 WD, 16X16 TRANSMISSION, CAB, AC/HEAT) SPECIFICATION: #55 DELIVER BY: 06.18.11 VEHICLE REPLACEMENT: #RD710/RD711/RD712	3.00	EA	43366.5400	130099.62
						TOTAL	130099.62

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

ATTACHMENT: QUOTE(S)

CHRYSLER FIN CODE: 49313
DEPT CONTACT: Ray Griffin/Jo Graham @

BILLING INSTRUCTIONS TO VENDOR:

1. 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

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 111181

ORDER DATE	3/14/2011
REQ. NUMBER	0000056032
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	508046051364201003335
VENDOR NO.	

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

TRIPLE D EQUIPMENT INC

SHIP TO

ALACHUA COUNTY

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

April 12, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Mauldin International Trucks, Inc.: Finance Report and Purchase Order 111180 (Amended)

Amount
$285,970.00

Description
Request approval of the Finance Report and Purchase Order 111180 issued to Mauldin INternation Trucks, Inc., for the purchase of two (2) 2010 International Durastar 4300LP Ambulance.

Recommendation
Approve the Finance Report and Purchase Order 111180 issued to Mauldin International Trucks, Inc., for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, Cab and Chassis, 4x2 Medium Duty, with a remounted box off of vehicle 3518 and 3519).

Alternative(s)
That the Board reject the Finance Report and the issuance of Purchase Order #111180.

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 #111180 to Maudlin International Trucks, Inc., in the amount of $285,970.00, for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, Cab and Chassis, 4x2 Medium Duty, with a remounted box off of vehicle #3518 and #3519) 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 #111180 is to replace vehicle FR3518 and FR3519 that have exceeded their life expectancy and were approved for replacement during the FY10/11 budget process. These ambulances have reached their life expectancy in years and miles and are due for replacement.

Issues
By not replacing these ambulances, the maintenance and repair costs will increase and Public Safety Department will be impacted due to excessive downtime of the units.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
Vehicle Replacement

Account Code(s)
506-0460-513.64-20

Attachment: 111180PO.pdf
Attachment: 111180FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

March 14, 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 #111180 to Maudlin International Trucks, Inc., in the amount of $285,970.00, for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, Cab and Chassis, 4x2 Medium Duty, with a remounted box off of vehicle #3518 and #3519) 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 #111180 to Maudlin International Trucks, Inc., in the amount of $285,970.00, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 12th DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS:mm

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Jacqueline Chung, E.O. Manager
Larry Sapp, Purchasing Manager
DJ Ferguson, Recruitment Coordinator

March 16, 2010

MEMORANDUM

To: Randall H. Reid, County Manager

From: Betty M. Baker, Director, Administrative Services

Subject: Absence from the Office

I will be out of the office Thursday, March 17, 2011. In my absence, Larry Sapp, Purchasing Manager will act on my behalf and will have full signature authority.

If you need assistance, please do not hesitate to contact my assistant, Betsy Duncan at (352) 374-5220.

Thank you.

BB/bd
ec: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Service Managers

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111180

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	
REQ. NUMBER	3/14/2011
BID NUMBER	0000056030
BUYER	
ACCOUNT NO.	DR KIGHT, CPM, CI
VENDOR NO.	506046051364201 4475

VENDOR

VENDOR I.D. # ☐

MAUDLIN INTERNATIONAL TRUCKS I
2300 SOUTH DIVISION AVEUE
ORLANDO FL 32605

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			2012 INTERNATIONAL DURASTAR 4300 LP (TYPE I AMBULANCE, CAB AND CHASSIS, 4X2, MEDIUM DUTY; WITH A REMOUNTED BOX OFF OF VEHICLE REPLACEMENTS LISTED BELOW	2.00	EA	142985.0000	285970.00

SPECIFICATION: #46

DELIVER BY: 09.11.2011

PRICING RECAP:
$148,985.00 BASE PRICE W/OPTIONS & WORK SCOPE
$ 6,000.00 MINUS TRADE-IN ALLOWANCES

$142,985.00 TOTAL PRICE OF VEHICLE

SPECIFICATIONS FOR MODULE/BOX REMOUNT:
REMOUNTING AND RECONDITIONING OF THE 2005 WHEELED COACH TYPE I AMBULANCE MODULE/BOX TO BE INSTALLED ON A 2012 INTERNATIONAL DURASTAR 4300 LP, 4X2, CAB AND CHASSIS AMBULANCE

REQUIRED PROJECT APPROVALS:
ALL REMOUNTING AND RECONDITIONING WORK MUST MEET SPECS AND MUST BE APPROVED BY RAY GRIFFIN, PW FLEET MANAGER, PRIOR TO RECEIPT BY THE COUNTY.

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

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111180

ORDER DATE	3/14/2011
REQ. NUMBER	0000056030
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	506046051364 20
VENDOR NO.	14475

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ MAUDLIN INTERNATIONAL TRUCKS I	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			2012 INTERNATIONAL DURASTAR VECHILE REPLACEMENT: #3518; VIN# 1HTMRAZL65H113831 #3519; VIN# 1HTMRAZL85H113832				
						TOTAL	285970.00

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 @
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

BILLING INSTRUCTIONS TO VENDOR:

1. 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

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 111180

ORDER DATE :
REQ. NUMBER : 3/14/2011
BID NUMBER : 0000056030
BUYER :
ACCOUNT NO. : DR KIGHT, CPM, CF
VENDOR NO. : 50604605136420
14475

** CONTINUED **

VENDOR

VENDOR I.D. # ☐

MAUDLIN INTERNATIONAL TRUCKS I .

SHIP TO

ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

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

April 12, 2011 Regular BoCC Meeting
Agenda Item #39

Title
TempForce, Inc. GVL: Change Order 6 to Purchase Order 110156. (Amended)

Amount
$42,000.00

Description
Request Approval of the Finance Report and Change Order 6 to Purchase Order 110156, issued to TempForce, Inc. -GVL. Due to heavy workloads while attempting to fill vacant positions and the need to use temporary staffing to fill-in for staff re-assigned to assist with capital projects located at the Jail, staff is requesting change order #6.

Recommendation
Approve Change Order 6 to Purchase Order 110156, issued to TempForce, Inc. - GVL.

Alternative(s)
That the Board reject the Finance Report and Change Order #6 to Purchase Order #110156.

Requested By
Charlie Jackson/Larry Sapp

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order #6, to Purchase Order #110156, issued to TempForce, Inc. – GVL. in the amount of $42,000.00 and authorize the Chair's signature. Pricing, terms and conditions are per Annual RFP Renewal #09-21.

Background
Blanket Purchase Order #110156 to TempForce, Inc. – GVL, was approved September 21, 2010 for the purchase of temporary personnel services in accordance with prices, conditions and specifications of Annual RFP #09-21 for the amount of $25,000.00. Change Order #6 will increase the Purchase Order by $42,000.00 for a new Purchase Order total of $92,000.00. On October 12, 2010, County Facilities presented to the Board several major capital projects at the Jail, including the kitchen remodel, window replacement and HVAC projects. County Facilities has already completed the installation of the server room at the Sheriff's Office, renovations for the Tax Collector and Property Appraiser and the installation of washers, dryers and dishwashers at the Jail. The Jail window replacement and kitchen renovation projects are estimated to begin within the next 45 days with the major HVAC and roof projects soon to follow. This workload will continue to require current staff to be available for these projects for the next 18-24 months. Due to heavy workloads while seeking to fill vacant positions, temporary workers are being used to perform cleaning, building maintenance, and capital project coordinator functions. County Facilities has also

benefited from the use of temporary staff working in the capacity of administrative assistants to upload electrical, water, and waste water data into the Utility Management Software System.

Issues
If this request is denied, the County will not have adequate staffing to manage capital projects and maintain County buildings at acceptable and safe levels. Also, the failure to approve this request will result in the delay of projects at the Jail, including the Window/Frame Replacement, Kitchen Remodel and Renovation, Animal Services, and the Jail Roof/HVAC Energy Conservation Project Phase II. Conclusion: The above projects have placed a tremendous demand of labor on the existing staff in Facilities Management and with local temporary help, we will be able to continue providing proper management and supervision over projects and day to day operations.

Fiscal Recommendation
Sufficient funds exist to cover the increase to the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
General Fund

Account Code(s)
001-1812-519.31-70

Attachment: 110156FR.pdf
Attachment: 110156PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

March 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**

Change Order #6, to Purchase Order #110156, issued to TempForce, Inc. - GVL, for an increase of $42,000.00 for additional temporary personnel services. The new purchase order total is $92,000.00.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 12th DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/dt

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110156

ORDER DATE	
REQ. NUMBER	9/15/2010
BID NUMBER	0000055084
BUYER	
ACCOUNT NO.	PRINCESS BROWN, C
VENDOR NO.	00118125193170 7203500

CHANGE NO.: 6
DATE: 10/20/2010

VENDOR I.D. #

VENDOR
TEMPFORCE INC -GVL
4740 NW 39TH PLACE
SUITE A
GAINESVILLE FL 32653

SHIP TO
ALACHUA COUNTY
FACILITIES MANAGEMENT
105 SE 1ST AVENUE
SUITE 2B
GAINESVILLE FL 32601-6893

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
5			CO #6 TO INCREASE PO #110156 BY $42,000.00 TO COVER NEEDED TEMPORARY SERVICES THROUGH 9/30/11 IN FACILITIES MANAGEMENT	42000.00	NA	1.0000	42000.00
						TOTAL	92000.00

REMARKS:

ORIGINAL PO TOTAL: $25,000.00
CHANGE ORDER #1: $ 0.00(ADD POSITION)
CHANGE ORDER #2: $ 7,000.00
CHANGE ORDER #3: $10,000.00
CHANGE ORDER #4: $20,000.00
CHANGE ORDER #5: ($12,000.00)
CHANGE ORDER #6: $42,000.00
NEW REVISED TOTAL: $92,000.00

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

April 12, 2011 Regular BoCC Meeting
Agenda Item #40

Title
Support Services Minutes

Amount
N/A

Description
Request approval for the minutes of the SSG Meetings for the 1st quarter of FY 2011.

Recommendation
Accept and approve the minutes of the SSG Meetings for the 1st quarter of FY 2011

Alternative(s)
Disapprove minutes of the SSG Meetings for the 1st quarter of FY 2011.

Requested By
Betty M. Baker

Originating Department
Administrative Services

Attachment(s) Description
SSG Minutes for October 7, 2010; November 4, 2010; December 9, 2010

Documents Requiring Action
N/A

Executive Summary
Request acceptance and approval of the minutes of the SSG meetings for the 1st quarter of FY 2011.

Background
The SSG met to discuss commission assignments, policy reviews, County Manager assignments, and other matters per the following minutes for October 7, 2010; November 4, 2010; December 9, 2010.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: SSG Min 11410 FY11.pdf
Attachment: SSG Min 10710 FY11.pdf
Attachment: SSG Min 12910 FY11.pdf

MINUTES
SUPPORT SERVICES GROUP
October 7, 2010 9:00 am
Grace Knight Conference Room

Members Present: Kim Baldry, Donna Bradbrook, Susan Causier, Kent Cichon, Jackie Chung, DJ Ferguson, Wade Gillingham, Ray Griffin, Charlie Jackson, Larry Sapp, Linda Schoellhorn, Kevin Smith

Members Absent: Ron Akins, Betty Baker, John Brower, Gerie Crawford, Paula DeLaney, Suzanne Gable, Mary Lou Gardner, Robert Livingston

Commissioners: None

Others: Sean McLendon, Charley Balanis, Peggy Macdonald, Donna Dyson, Regina Bradley, Lynne Godfrey

1) **Approval of Agenda**
The agenda was approved.

2) **Approval of the September 9 Minutes**
The September 9 minutes were approved.

3) **BOCC Draft Agenda Review**
Kim Baldry is adding a supplemental agenda item that covers amendments to several policies including the policy that clarifies when you can waive recruitment and one on being rehired after retirement.

4) **Load Profile Metering Presentation**
Charlie Jackson introduced the presentation by recapping some of the energy conservation projects that have been successfully completed. Load Profile Metering is a web-based computer program offered by Gainesville Regional Utilities (GRU) that monitors utility consumption. The program gives Facilities Management the ability to view, manage, and control energy consumption in County buildings on a daily basis. The program will also enable them to actually know the utility cost, for example, of events that occur after normal hours such as Teen Court.

The software demonstration showed the energy consumption of the 10 main County buildings that consume the most energy. Using the graphing feature, you are able to see the peaks of energy consumption. The software allows you to overlay various data so you can compare different buildings or the same building over different times. You can also include the temperature to show how that has affected energy consumption. The data can be dropped into an Excel spreadsheet for analysis. Another feature is email notification if demand is out of the normal usage range.

Currently the program is only tracking electric consumption. The goal is to also track natural gas and water consumption. Ongoing Facilities projects include motor replacement and building weatherization.

5) **Other Matters for Discussion**

Susannah Causier asked that Administrative Services performance measures be in by the 8th. Donna Bradbrook noted that due to staff changes, narratives may need to be updated especially if services were affected. Any budget variances should be noted. If projections are not done now, they will need to be updated in two databases.

DJ Feguson, Jackie Chung, Donna Murray, Kim Baldry and Susannah are working on the concept paper for the new division, Diversity, Inclusion, and Workforce Development. Also, there is a new generations class on Monday – there are now 5 generations in the workplace.

Kim Baldry announced that the County is doing the employee computer purchase program again. The memo will be out soon.

Donna Bradbrook recently went to the Iron Mountain storage facility– out of the 88 boxes they were storing, only 2 needed to be kept. Several of the boxes they were being charged for were not even Alachua County.

Jackie Chung stated that the first employment law seminar is being held next Tuesday. The seminar is a joint presentation with the city of Gainesville. Kim Baldry and Wade Gillingham will be presenting. It is hoped that this will be an annual event. On October 20, the Equal Opportunity Advisory Committee (EOAC) is holding their annual Diversity Game Show. Six divisions are participating: Growth Management, the Library, Administrative Services, Community Support Services, the County Manager's Office, and Public Safety. EO is also working on a Title 6 training and their self-evaluation for the American Disabilities Act (ADA).

6) **Next Support Services Group Meeting**

The next meeting is scheduled for Thursday, November 4, 2010 in the Community Support Services Conference Room, 9:00 am.

MINUTES
SUPPORT SERVICES GROUP
November 4, 2010 9:00 am
Community Support Services Conference Room

Members Present: Ron Akins, Betty Baker, Kim Baldry, Donna Bradbrook, Susannah Causier, KC Cichon, Jackie Chung, DJ Ferguson, Wade Gillingham, Ray Griffin, Larry Sapp

Members Absent: John Brower, Gerie Crawford, Paula DeLaney, Suzanne Gable, Mary Lou Gardner, Robert Livingston, Linda Schoellhorn, Kevin Smith

Commissioners: None

Others: Allen Waters, Brian Lovejoy, Lynne Godfrey

1) **Approval of Agenda**
The agenda was approved.

2) **Approval of the October 7 Minutes**
The October 7 minutes were approved.

3) **BOCC Draft Agenda Review**
The SSG has two items on the agenda – the performance reviews for the County Manager and the County Attorney and the SSG minutes for 3rd and 4th quarter of 2010.

Kent Cichon said that each department with a carry forward should have a representative at the public hearing of the BOCC on November 9.

4) **Budget Book Performance Management Chapter – Annual Review**
Donna Bradbrook said she would be updating the Performance Management Chapter of the Budget Book over the next several months. She will be adding actuals, making changes to targets, and adding FY11 targets. She wants to know if everyone agrees that the highlighted measures are the right ones.

Donna reviewed all the measures with the group. The group agreed that most of the measures were still valid. Brian Lovejoy said that the IT measure under Infrastructure and Physical Assets had changed in that they had changed the way the data was captured. Under Fiscal Strength, it was agreed to keep the measure for percentage of change in health care costs for at least this year.

Donna wants all changes by next Friday. She will bring the updated version to the December meeting.

5) **Other Matters for Discussion**

Susannah Causier reported that she is in the planning stage for next year' training.

Jackie Chung said Equal Opportunity is working on a county-wide American Disabilities Act (ADA) survey to start in January. They are considering doing it electronically through SharePoint. The last survey was done about 10 years ago. Equal Opportunity also needs to have an audit of Title 6 money – they may combine the audit with the survey.

Ray Griffin had some suggestions for the SSG Retreat in December. Lynne will circulate an email to the group with the details.

6) **Next Support Services Group Meeting**

The next meeting is scheduled for Thursday, December 9, 2010 in Conference Room B at Public Works at 11:00am.

MINUTES
SUPPORT SERVICES GROUP
December 9, 2010 11:00 am
Public Works, Conference Room C

Members Present: Betty Baker, Kim Baldry, Donna Bradbrook, Susannah Causier, KC Cichon, Gerie Crawford, Jackie Chung, DJ Ferguson, Ray Griffin, Charlie Jackson, Larry Sapp, Linda Schoellhorn, Kevin Smith

Members Absent: Ron Akins, John Brower, Paula DeLaney, Suzanne Gable, Mary Lou Gardner, Wade Gillingham, Robert Livingston

Commissioners: None

Others: Sean McLendon, Lynne Godfrey

1) **Approval of Agenda**
Sean McLendon was added to the agenda to report on the Energy Conservation Strategies Commission. The agenda was then approved.

2) **Approval of the November 4 Minutes**
The November 4 minutes were approved.

3) **BOCC Draft Agenda Review**
The *New Normal* presentation by Larry McDaniel has been added to the agenda.

4) **Budget Book Performance Management Chapter**
Donna Bradbrook advised that they are now using a dashboard-type of reporting system with the performance measures which is a best practice and one that many other businesses use. The dashboard indicators used are both in color and shapes. The green cross represents that the target was met, the yellow triangle that there is a caution or concern about meeting the target, and the red octagon represents that the target was not met.

The performance measures have been reviewed by the relevant functional group. The SSG reviewed the final versionof *Fiscal Strengths, Infrastructure, Quality Workforce* and *Economic Development.* Several *Economic Development* indicators were not met which is a reflection of the economic times. If there are any recommended changes, they need to be sent to Betty with a copy to Donna by 3:00pm today.

It was suggested that the measure for the days between referral and notification to hire should be added to the agenda for the monthly County Manager's Manager/Superviors meeting for discussion.

5) **Energy Conservation Strategies Commission**

This topic will be added to the agenda going forward. Sean thanked the group for their work on the report. The original recommendations were adopted in 2009 and there has been an interim report. The Board is expecting a presentation in the month of December on the recommendations and their status. The report will then be updated on a quarterly basis.

The draft report is still showing some gaps that need to be filled before the report is presented to the Board. Even if not able to predict when a recommendation will be met, the Commissioners need to understand the current status. The draft can be found at: http://energy.alachuacounty.us. Please review and volunteer to provide an update if you recognize your responsibility. Let Sean and Ms. Baker know if that is the case. Ms. Baker will assign people if there are still gaps by next week.

Sean reported that a white paper will accompany the spreadsheet with more text about each of the topics. Also, in the future, they will include data about energy savings in a broader response to the Board.

5) **Other Matters for Discussion**

Donna Bradbrook thanked everyone for providing timely performance measures and thanked Susannah Causier for her help.

Jackie Chung reported the the Equal Opportunity Conference will be February 15 and 16 at Kanapaha Gardens. The first day will be employees and the second, managers and supervisors. The sessions are ½ day.

Susannah reported that the 12-week supervisory training will begin on January 27. Also, resume writing is being added to the curriculum as part of workforce planning. If you have any special training needs, please let Susannah know. Ms. Baker suggested two Martin Yates' books, *Knock'em Dead* and *Resume Writing.*

Charlie thanked Sean for his help introducing the Power Line Control project to the Constitutional officers.

6) **Next Support Services Group Meeting**

The next meeting is scheduled for Thursday, January 6, 2011 in the Grace Knight Conference Room at 9:00am.

April 12, 2011 Regular BoCC Meeting
Agenda Item #41

Title
Add the Lake Forest Creek - Thomas, Lake Forest Creek - Sweeney and Lochloosa Connector - Geiger land conservation projects to the Alachua County Forever Project List. (Amended)

Amount
$194,522 Acquisition, Stewardship $1,100 annually

Description
Request for the Board of County Commissioners to add the Lake Forest Creek - Kincade and Tabone Addition (Thomas) Conservation Easement donation, Lake Forest Creek - Sweeney Conservation Easement purchase, and Lochloosa Connector - Geiger purchase land conservation projects to the Alachua County Forever Project List.

Recommendation
Approve adding the Lake Forest Creek - Kincade and Tabone Addition (Thomas), Lake Forest Creek - Sweeney, and Lochloosa Connector - Geiger land conservation projects to the Alachua County Forever Project List.

Alternative(s)
The Board should not approve the addition of the properties to the Alachua County Forever List.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Map of Lake Forest Creek - Kincade & Tabone (Thomas). Exhibit 2: Lake Forest Creek Assessment. Exhibit 3: Lake Forest Creek - Sweeney Site Evaluation. Exhibit 4: Maps of the Prairie Creek Conservation Area. Exhibit 5: Lochloosa Connector Assessment. Exhibit 6: Acquisition List and Cost Estimates.

Documents Requiring Action
None

Executive Summary
This item requests that the Board of County Commissioners (BoCC) add the Lake Forest Creek - Kincade & Tabone Addition (Thomas) to the Active Acquisition (Bargain Share Fee) List, and Lake Forest Creek - Sweeney and Lochloosa Connector - Geiger to the Active Acquisition (Full Fee) List as proposed by the Land Conservation Board. Addition of projects to the Acquisition List authorizes staff to negotiate contracts with the landowners. They will be brought back to the BoCC for approval. The Lake Forest Creek projects are conservation easements and Geiger is a Fee Simple purchase.

Background
At their October 28, 2010 meeting, the Land Conservation Board (LCB) placed the Lake Forest Creek - Kincade & Tabone Addition (Thomas) Tract (Exhibit 1) in their Priority Pool and recommends the BoCC add it to the Active Acquisition List. This tract is in the Lake Forest Creek ACF project (Exhibit 2) and adjacent to the Kincade & Tabone Tracts now under contract to be considered by the BoCC. The Thomas parcel was purchased by Kincade & Tabone and they are proposing to add this parcel

to that contract at no additional purchase cost. The Thomas parcel is located approximately 1.25 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The Parcel is surrounded on three sides by the Kincaide & Tabone project and together with these parcels is referred to as the Lake Forest Preserve by the owners. Both the Thomas 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 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. At their January 27, 2011 meeting, the Land Conservation Board (LCB) placed the Lake Forest Creek - Sweeney Tract (Exhibit 3) in their Priority Pool and recommends the BoCC add it to the Active Acquisition List as a conservation easement purchase. This tract is in the Lake Forest Creek ACF project (Exhibit 2) and adjacent to the Kincade & Tabone Tracts now under contract to be considered by the BoCC. The Sweeney parcel is located approximately 1 miles east of SE 43rd Street and on SE 8th Avenue, generally northeast of Eastside High School. The Parcel is adjacent on two sides by the Kincaide & Tabone project and together with these parcels is referred to as the Lake Forest Preserve by the owners. Both the Sweeney parcel and the Kincaide & Tabone parcel are directly south of East University Avenue east of the split from SR 26, near Newnan's Lake. At their February 10, 2011 meeting, the Land Conservation Board (LCB) placed the Lochloosa Connector - Geiger Tract (Exhibit 4) in their Priority Pool and recommends the BoCC add it to the Active Acquisition List as a fee simple purchase. This parcel was brought to the attention of the County by Alachua Conservation Trust (ACT). They, the State and the County have worked to conserve lands in the Prairie Creek area which is adjacent to Paynes Prairie Preserve State Park. The Geiger Parcel has recently come on the market and is surrounded on three sides by conservation land, including the recent County purchase of the CBI Conservation Easement.

Issues
While the Kincaide & Tabone parcel has road frontage on East University Avenue, the Thomas parcel does not. Access is via an unpaved, private road, SE 8th Avenue. A dedicated but vacant north/south roadway separates the parcels and another dedicated but vacant east/west roadway abuts the parcels. None of these "paper roads" have been cleared of vegetation. The Thomas parcel's access is via an unpaved, private road, SE 8th Avenue. A dedicated but vacant north/south roadway abuts the parcel and another dedicated but vacant east/west roadway abuts the parcels. None of these "paper roads" have been cleared of vegetation. ACT is agreeing to manage the Geiger parcel if acquired and staff will work to amend the existing management agreement with ACT on the Crevasse Ranch to memorialize this relationship.

Fiscal Recommendation
$194,522 Acquisition, Stewardship $1,100 annually.

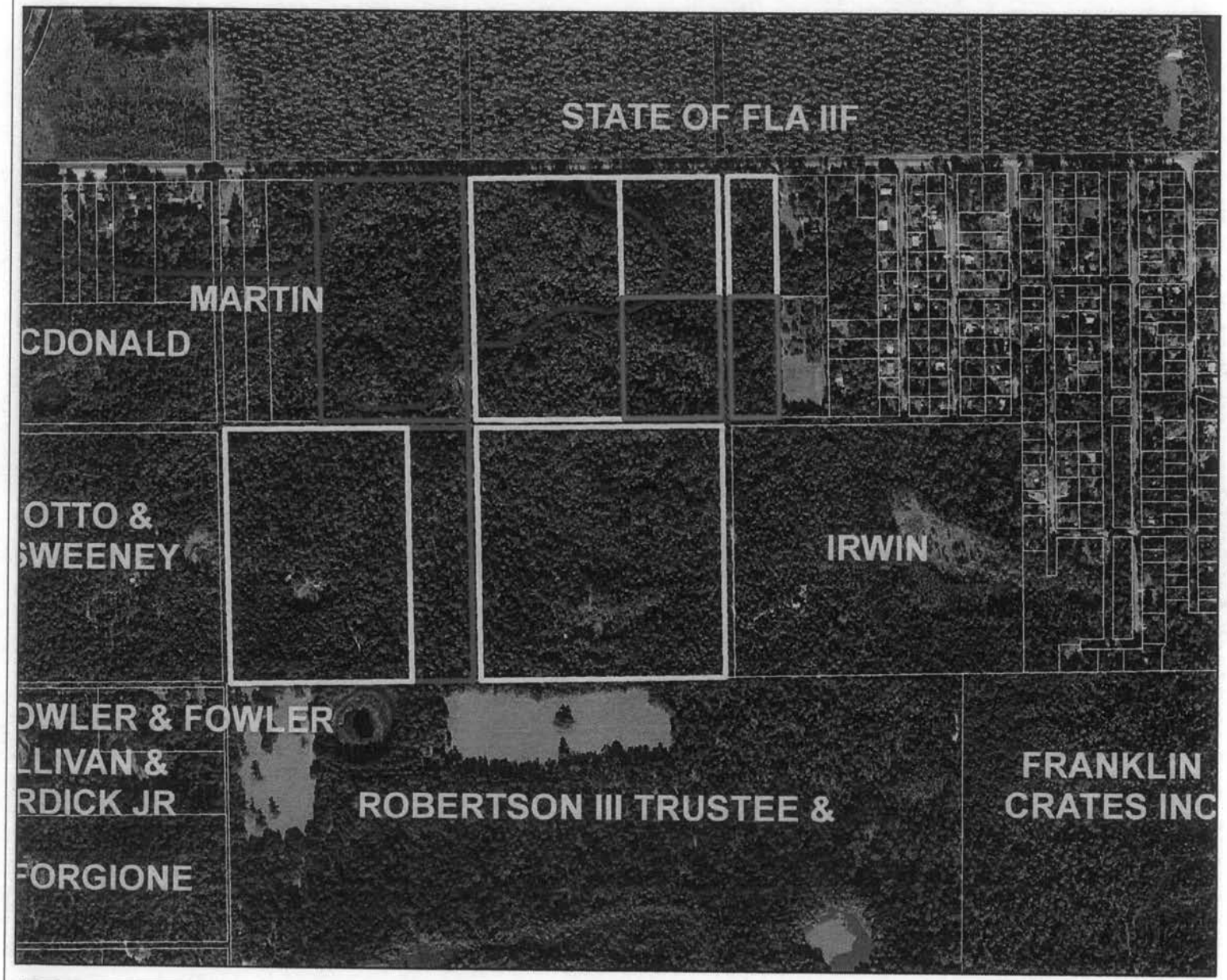
Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Alachua County Wild Spaces Public Places Surtax, Alachua County Forever General Fund Budget.

Account Code(s)
Lake Forest Creek 302-5576, Lochloosa Connector 302-5562, and GF 001-5560.

Attachment: Exhibit 3 Sweeney Evaluation.pdf
Attachment: Exhibit 6 110322 Additions costs.pdf
Attachment: Exhibit 1 Thomas map.pdf
Attachment: Exhibit 5 Lochloosa Connector Assessment.pdf
Attachment: Exhibit 2 Lake Forest Creek Assessment.pdf
Attachment: Exhibit 4 Prairie Creek Maps.pdf

Lake Forest Creek - Kinca[illegible]e & Tabone



Alachua County, Florida
Environmental Protection

Legend

- Thomas_Addition
- Smith
- Former Dilcher
- Kincaide&Tabone
- State_of_Florida_Parcels
- County Boundary
- Conservation Lands

Alachua County FOREVER

N W E S

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.

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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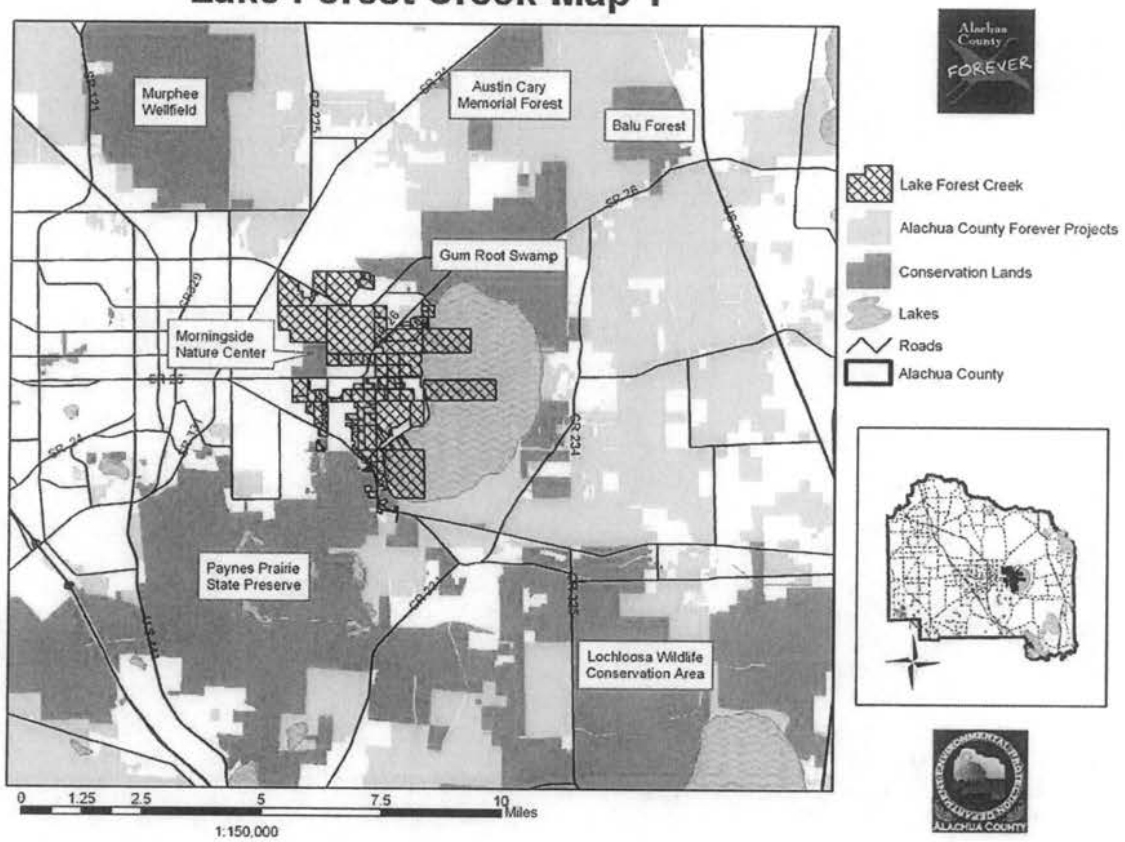
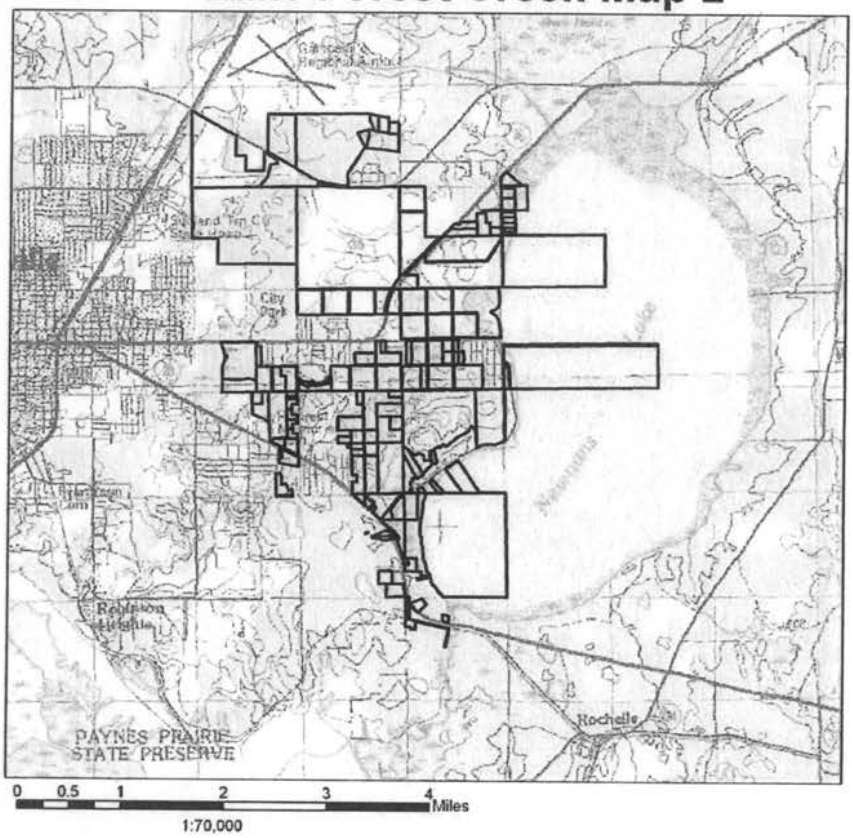
Lake Forest Creek Draft date: Februrary 14, 2003					
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions 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

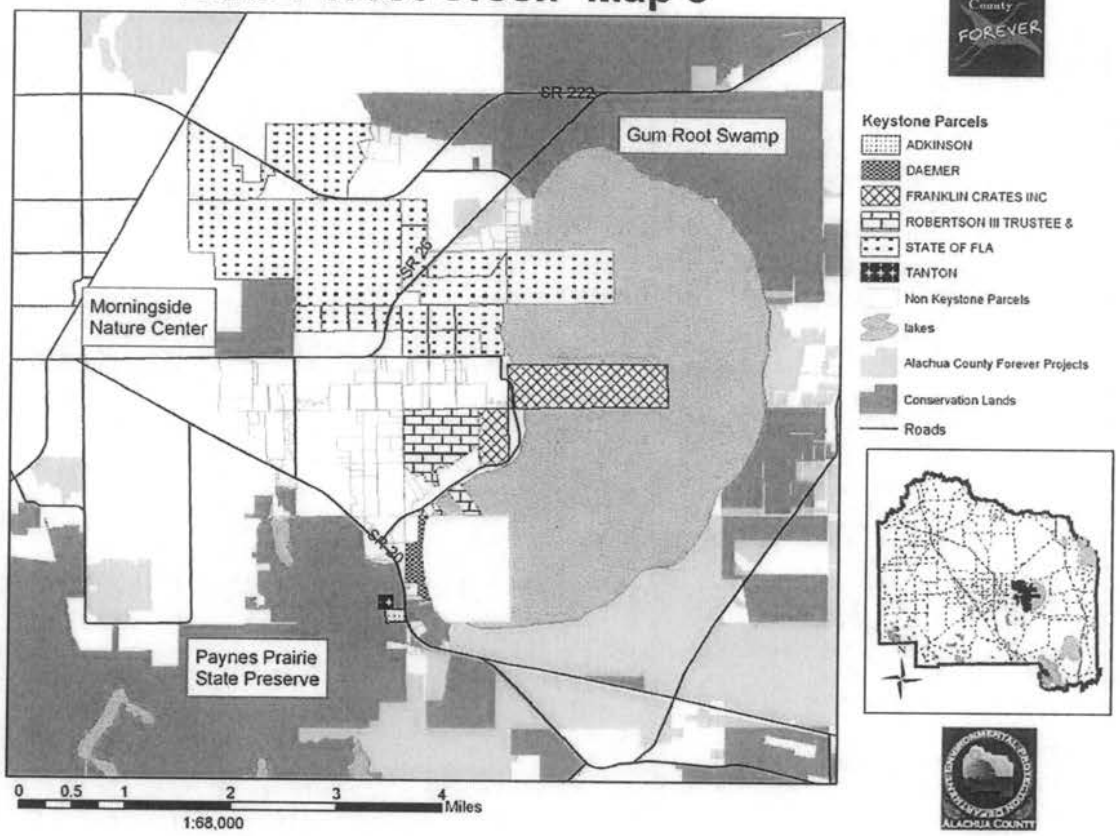


Lake Forest Creek-Map 2



Lake Forest Creek

Lake Forest Creek- Map 3



Lake Forest Creek
Lake Forest Preserve (Sweeney-Otto)
1/27/2011

Project Score:	**6.40 of 10.00**	
Inspection Date:	1/18/2011	
Size:	40 acres	
Parcel Numbers:	10886-000-000	
S-T-R:	6-10-21	
Buildings:	0 ACPA, 4 on site	
Just Value:	$36,500	$913/acre
Total Value	$36,500	$913/acre

Natural Communities:	
Former Sandhill	Good - Fair
Upland Pine	Fair - Poor
Mesic Flatwoods	Good - Fair
Upland Mixed Forest	Excellent - Good
Depression Marsh	Excellent - Good
Basin Swamp	Excellent - Good
Baygall	Excellent - Good
Eagle Nests	5 in 1mile / 18 in 5miles
Archaeological Sites	1 on site / 19 in 1 mile

REPA Score: 7.42 of 9.44
KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Sweeney–Otto parcel is located within the Lake Forest Creek Project. The property is 3/4th of a mile east of SE 43rd Street and directly north of SE 8th Avenue. In general, it is northeast of Eastside High School. The east boundary of the Sweeney–Otto parcel lies adjacent to the Smith parcel, which is immediately west of the lands owned by Kincaide & Tabone. The Kincaide & Tabone and Smith parcel's are on the County's Active Acquisition List and are under contract and in contract negotiation respectively. Due to each of the owner's similar land management and ecological goals for the connected parcels, the combined ~172 acres are referred to as the Lake Forest Preserve by the three owners. All the properties are linked to Lake Forest Creek through wetlands during high water or flood conditions.

The Sweeney-Otto property has been nominated as a conservation easement along with the other parcels in the Lake Forest Preserve. The Sweeney-Otto property access is via an unpaved, private road, SE 8th Avenue. This is the same road that provides the main access to many of the properties in Lake Forest Preserve.

The Sweeney-Otto site has a travel trailer under a tin roof and three small structures. Minimal clearing has been done around these structures. In addition, several small areas have been cleared and fenced as garden plots. All roads are unpaved. Hiking trails that traverse the property are narrow and cut with minimum disturbance. Most roads and trails have a dual purpose and function as firebreaks during prescribed fires. The only soil disturbances found on site were small scale historic ditches which directed water to some of the wetlands.

The Sweeney-Otto property is composed of a variety of uplands and wetlands. The site's natural communities include former sandhill, upland pine forest, mesic flatwoods, upland mixed forest, a depression marsh, basin swamps and a baygall. Prior to acquisition by the current owner, the sandhill, flatwoods and upland pine forests were fire suppressed and invaded with off-site hardwoods such as laurel and water oaks. As with all the owners in Lake Forest Creek Preserve, the current owner has started an active restoration program involving the removal of off-site hardwoods, re-introduction of fire and planting longleaf pine. The areas of sandhill and upland pine communities that have undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in poor condition. The upland mixed forest is in good condition. All the wetlands are in good to excellent condition due to minimum human disturbance. As for wildlife, an abundance of active gopher tortoise burrows were seen in the sandhill and upland pine area and a flock of turkey were

seen on the edge of a wetland. Also, Sweeney noted a small alligator has been seen in the depression marsh. Centipede grass and nut sedge in very low densities were the only invasive plants found on site.

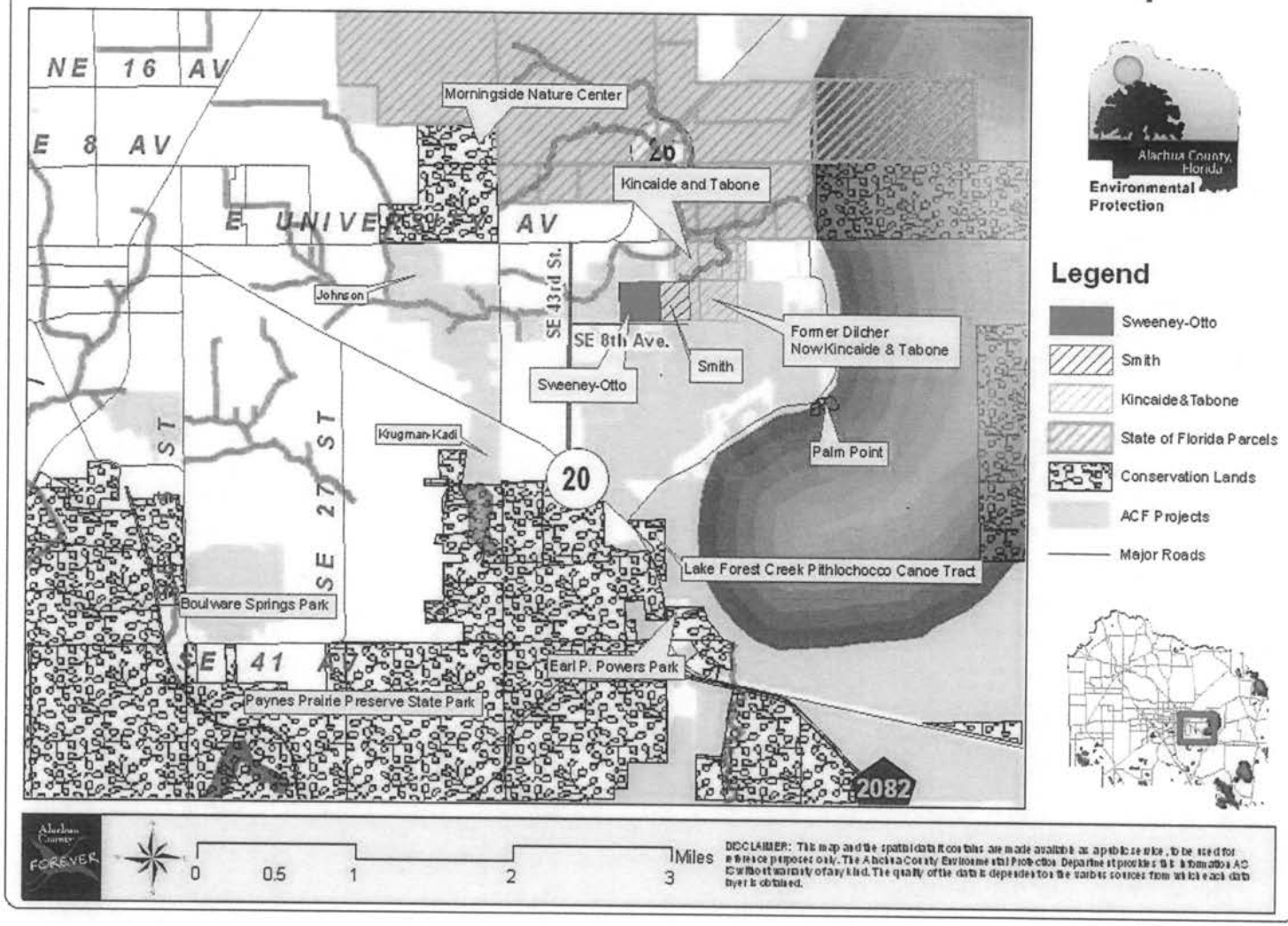
The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible: ranges (less intensive development - 1 unit on site / more intensive development - 20 on site)
County land use and zoning designations are Estate Residential and Residential Estate, respectively. Gross density allowed is one dwelling unit per two acres (1 unit / 2 acres). Resources within the 40 acre parcel include 11.1 acres (28%) of 100-year Floodplain, 6.1 acres (15.25%) of Surface Waters / Wetlands and 40.0 acres (100%) are within the East Side Greenway strategic ecosystem.
Currently 1 dwelling unit could be developed on the property. However, if the owner obtained access to a paved public road and established a connection to the municipal water and waste water system then up to 20 lots could be developed on approximately 17 acres of the property.

Lake Forest Creek - Lake Forest Preserve (Sweeney - Otto) 1/27/2011

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;		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;		2		
	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;		3		
	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;		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;		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			3.20	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.27
(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;		1		
	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			3.20	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.13
	TOTAL SCORE				6.40

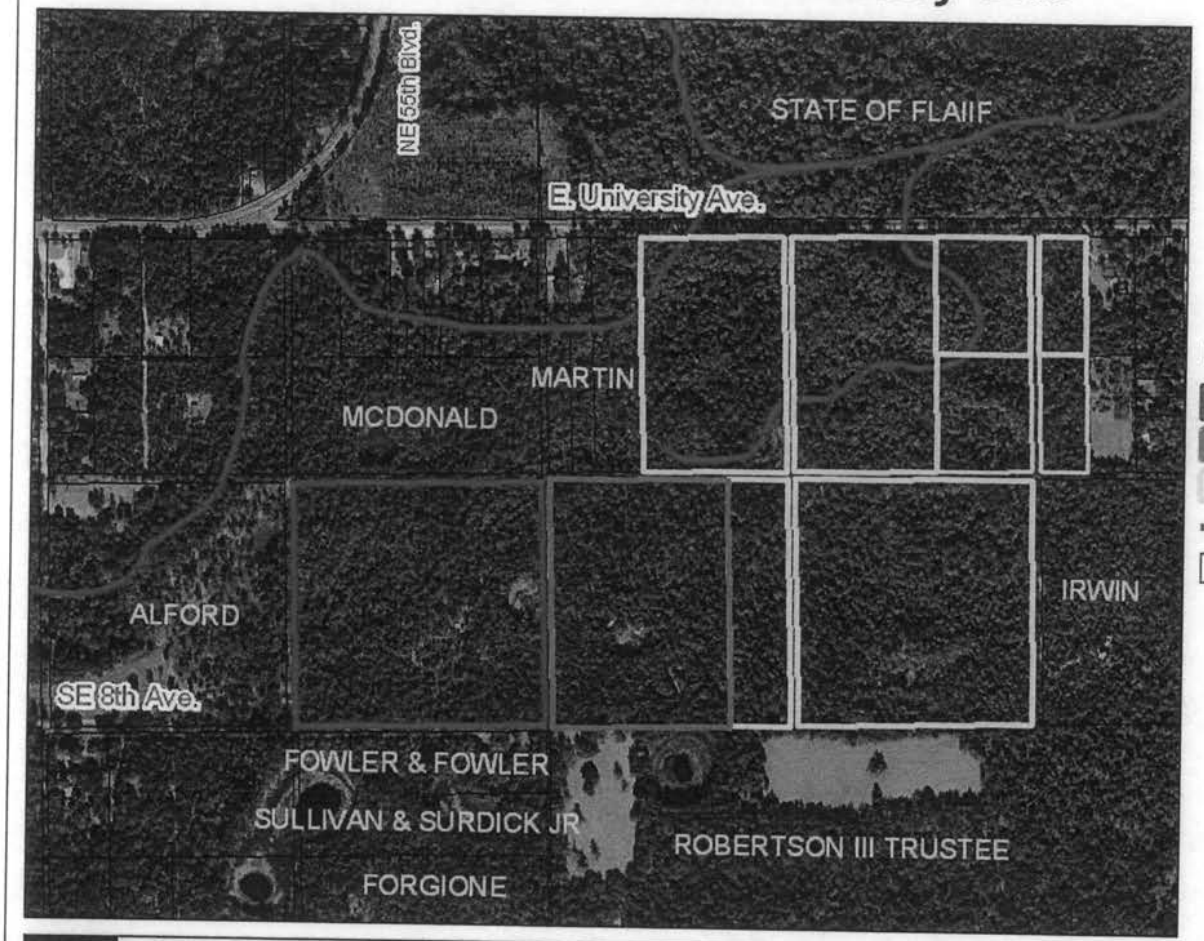
Lake Forest Creek: Sweeney-Otto

Map 1



Lake Forest Creek: Sweeney-Otto

Map 2



Alachua County, Florida
Environmental Protection

Legend

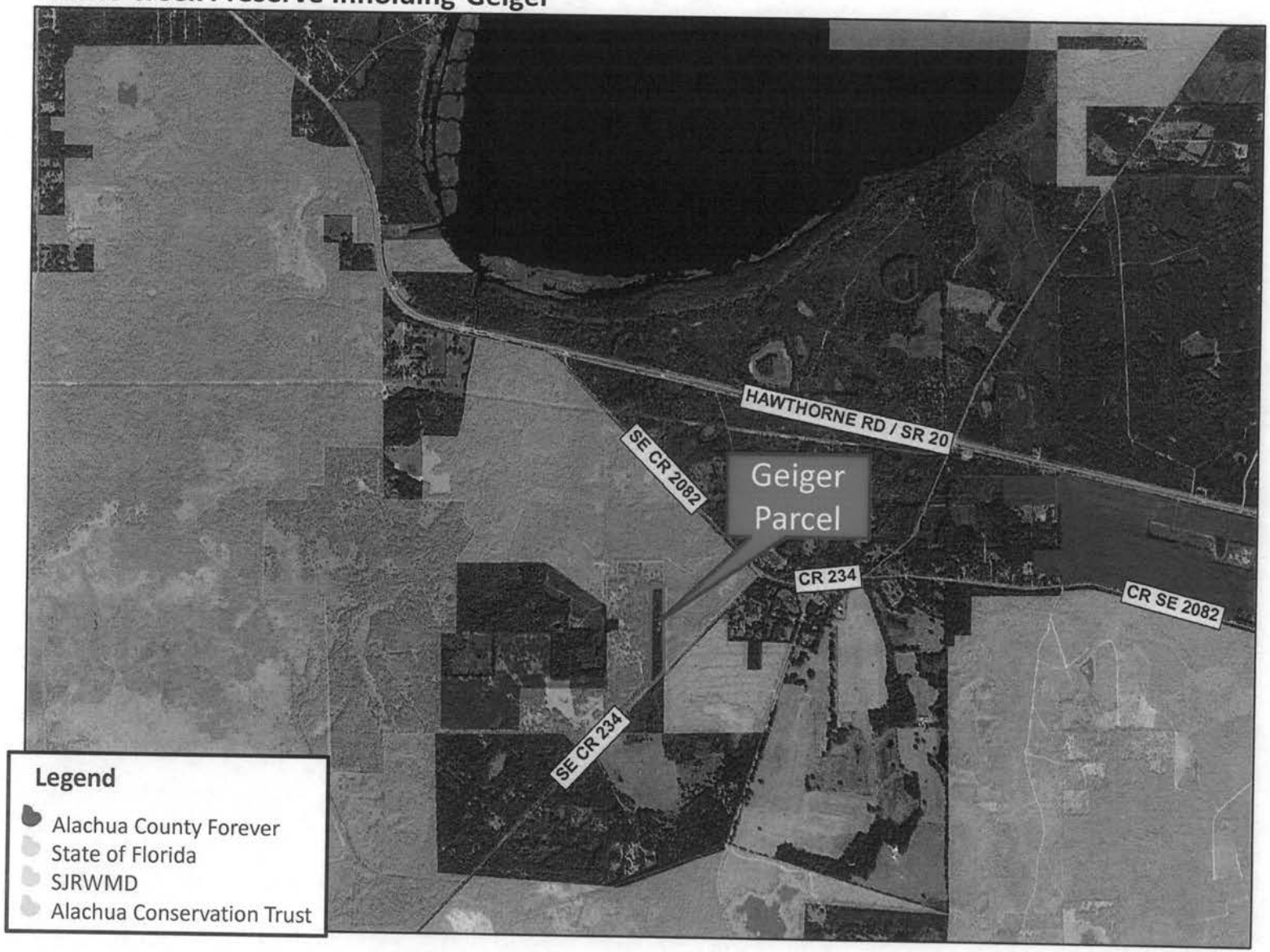
- Sweeney-Otto Boundary
- Smith
- Kincaide&Tabone
- Lake Forest Creek
- Parcels

Alachua County FOREVER

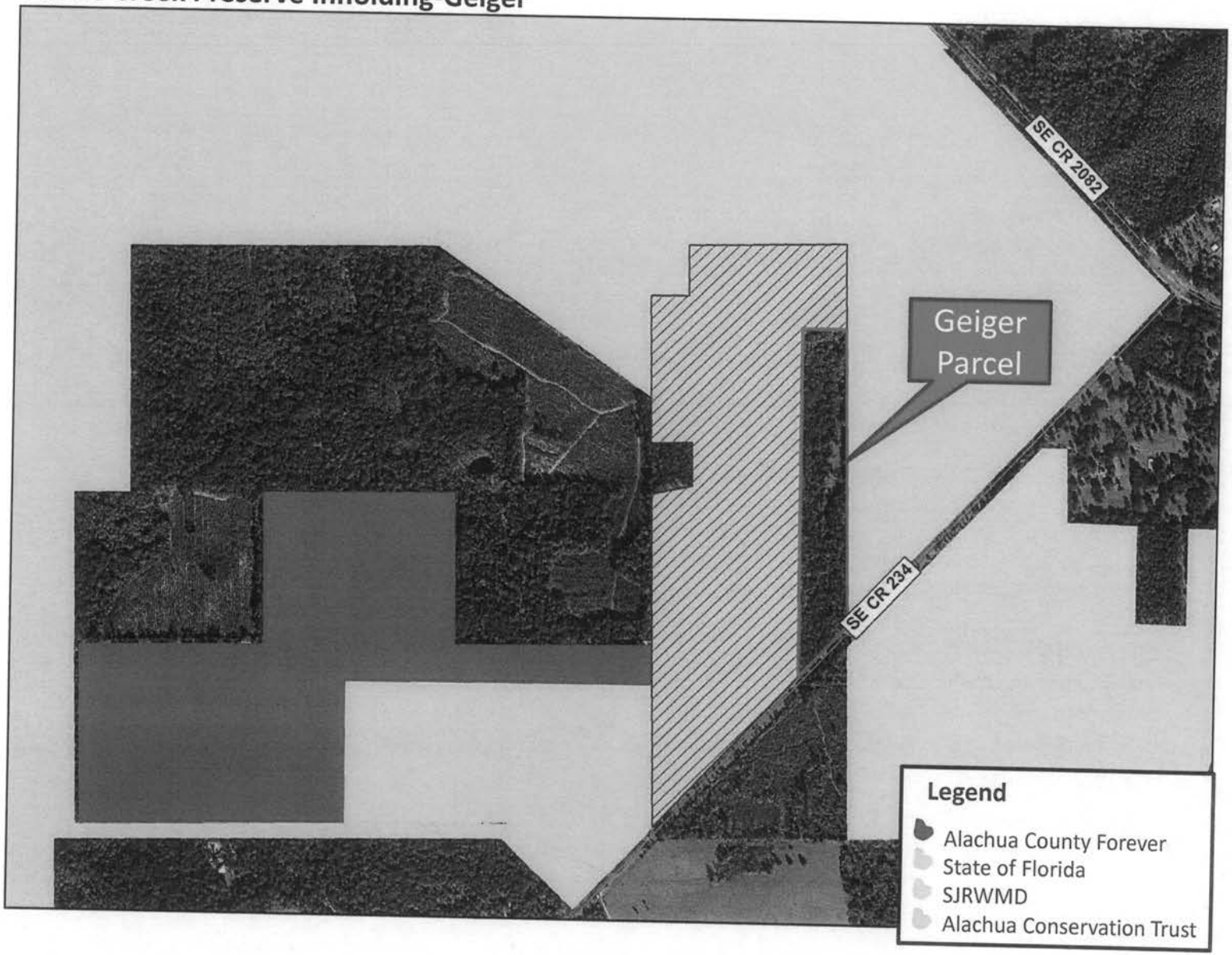
0 0.25 0.5 Miles

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 compiled.

Prairie Creek Preserve Inholding-Geiger



Prairie Creek Preserve Inholding-Geiger



Lochloosa Forest-Levy Prairie Connector
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date: November 6, 2002, April 4, 2003
Matrix Score: 8.18 of 9.44
Size: 8,294
Number of parcels: 43
Number of owners: 16
Number of buildings: 12
Location:

The 8,294 acre Lochloosa Forest-Levy Prairie Connector (LOC) Project is a series of inholdings within the Lochloosa Wildlife Conservation Area (LWCA). It is located in the southeastern quarter of unincorporated Alachua County. The parcels within this tract are either on the State of Florida Division of Recreation and Parks Acquisitions and Inholdings list as part of the Paynes Prairie Optimum Park Boundary, or within the Florida Forever Lochloosa Wildlife land acquisition project. County Roads 243, 325, 346, and 8020 are the main roads within the project area, Map 1.

The LOC Project is a combination of four projects from the *Alachua County Ecological Inventory Project* (KBN Study); Lochloosa Forest West ranked forth and is described as high priority, Lochloosa Forest Additions ranked ninth and is described as an above average priority, Prairie Creek ranked sixth and is described as a high priority, and Chacala Pond ranked fifteenth and is described as a slightly above average priority (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 KBN Study summarizes the Lochloosa Forest West Project by stating that, "This is an area of diverse wetlands and uplands that has great wildlife habitat value. The single most valuable endangered species location in the county, the Micanopy Cypress wood stork (*Mycteria americana*) rookery, is here, along with many other important features. The area includes the upper half of the River Styx, several prairies, ponds, marshes, and swamps, some hammock forest, some pine flatwoods, and some pasture land. Wetlands make up well over half the area" (KBN 1996).

The Lochloosa Forest Additions Project is summarized in the KBN Study by the following paragraph, "This site consists of three separate parcels which, if added to the lands protected by the St. Johns River Water Management District, would add considerably to the value of the overall conservation effort. The northern most parcel, lying along the south side of SR 20, is an important link between the Lochloosa Forest and the large wildlife habitat areas of eastern Alachua County extending to the north. [The northern parcel is not a part of the LOC Project] The middle parcel is actually two sections of land in the middle of the Lochloosa Forest containing the best example of pine flatwoods habitat remaining on private land in Alachua County. The third parcel is small that is mostly surrounded by Lochloosa Forest lands under conservation easement. It contains a live oak hammock that is a valuable mast resource for wildlife" (KBN 1996).

The Prairie Creek Project is summarized in the KBN Study by the following paragraph, "This is the downstream end of Prairie Creek where the creek reaches Paynes Prairie. It includes a bit of the prairie basin, some of the creek and its floodplain swamp, some magnificent hydric hammock with large live oaks, some partially-cleared pasture areas, and an assortment of other habitats in small patches. It is currently impacted by an assortment of large game animals that are kept there. It is an important part of the connector linking the Paynes Prairie ecosystem to the Newnans Lake ecosystem."

The KBN Study summarizes the Chacala Pond Project by stating that, "Chacala Pond is part of a chain of wetlands that is important to the wildlife communities of Paynes Prairie and Lake Wauberg. In addition, there is a diversity of wetland and upland habitats on the property, including some prairie, marsh, swamp, pine flatwoods, and hammock".

Protecting Water Resources:

The LOC project is located mostly in the perforated aquifer zone of Alachua County. This is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer, personal communication with Robin Hallbourg, Environmental Engineer, Water Quality Division, Alachua County Environmental Protection Department.

The St. Johns River Water Management District's (SJRWMD) Aquifer Recharge map for Alachua County shows that the majority of the site falls within an area of low recharge, with 0-4 inches of recharge to the Floridan Aquifer per year. 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).

Drainage on Rayonier, Lybass and Franklin Crates tracts is into the River Styx and then Orange Lake, where there is some interchange with the Floridan Aquifer and some flow into Orange Creek and the Ocklawaha River Basin (KBN 1996). The southwestern parcels are adjacent to Paynes Prairie, and include Chacala Pond. There are surface wetlands connected to a small stream that flows onto Paynes Prairie, which in turn drains into Alachua Sink and adjacent sinkholes where the water enters the upper layers of the Floridan Aquifer (KBN 1996). The northwestern parcels that are adjacent to Paynes Prairie are identified as Prairie Creek in the KBN Study. Prairie Creek is the outflow of Newnans Lake. "The site is located where the water from Prairie Creek reaches Paynes Prairie. The channel of Prairie Creek has been altered greatly here. In the 1920's a dike was built and Camp's Canal was constructed for the purpose of diverting the flow of Prairie Creek from Paynes Prairie into Orange Lake, so that more cattle could be grazed on the prairie. These structures are still here and functioning. There is a water control structure in the dike that allows some of the water to flow in its natural course onto the prairie where it ends up recharging the Floridan Aquifer at Alachua sink, but most of the water flows down the canal. In times of low water, all of the water flows down the canal into the River Styx. From there its goes into Orange Lake." (KBN 1996), Map 2.

As part of their 2003 Legislative Agenda, Alachua County is considering requesting 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 were designated an "Outstanding Florida Water".

Prairie Creek, Camps Canal and the River Styx all play key rolls in the delivery of water from Newnan's Lake to Paynes Prairie and Orange Lake.

Protecting Natural Communities and Landscapes:

Natural Communities

Sandhill	Wet Prairie	Shrub Swamp
Xeric Hammock	Baygall	Dome Swamp
Upland Mixed Forest	Floodplain Swamp	Flatwoods/ Prairie Lake
Wet Flatwoods	Swale	Sinkhole Lake
Mesic Flatwoods	Basin Marsh	Bird Rookery
Prairie Hammock	Depression Marsh	Blackwater Stream
Hydric Hammock	Basin Swamp	Old Field Succession Pine

OTHER Improved Pasture Low Impact Development
Rough Pasture Old Field Pine Plantation

The above list of natural communities is from the KBN Report. The ecological quality of the natural communities is good overall.

The LOC Project is within the Lochloosa Wildlife Conservation Area (LWCA), and adjacent to Paynes Prairie. The acquisition of the LOC project would fill-in the gaps in the LWCA and assist Paynes Prairie to acquire their optimum boundary on the east side of the Prairie.

The project site is within the Florida Ecological Greenways Network (FEGN), in the priority 3 project area known as "Ocala NF-Lochloosa-Paynes Prairie-Newnans Lake". This FEGN project is the highest priority project in Alachua County. 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 strategic location of the LOC Project on the east side of the county within an existing corridor of natural and silvicultural properties that form a large connected area for wildlife and natural resource conservation, is one of the critical features of this project. The area is a mosaic of public and private lands. Protection of this corridor is one of the best opportunities to protect and enhance natural resource values in our county, and more importantly it is of regional importance as one of several possible corridors that connect Ocala National Forest north to the Okefenokee National Wildlife Refuge, and west to the Gulf Coast.

Approximately 25% of the LOC 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 seventy-five percent 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 (FNAI, June 2001).

About 20 % 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
Fish				
Eastern Mudminnow	-/-	-/-	-/S3	K
Mud Sunfish	-/-	-/-	-/S3	K
Amphibians				
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM
Flatwoods Salamander	-/-	T/-	R/S2S3	SM
Gopher Frog	-/-	-/SSC	T/S3	SM,K,N
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,K
Gopher Tortoise	-/-	-/SSC	T/S3	F,K,N,K
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM
Spotted Turtle	-/-	-/-	R/S3?	SM
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,K,N
Great Egret	-/-	-/-	SSC/S4	SM,N
Least Bittern	-/-	-/-	SSC/S4	SM
Limpkin	-/-	-/SSC	SSC/S3	F,K
Little Blue Heron	-/-	-/SSC	SSC/S4	SM,K
Osprey	-/-	-/-	T/S3S4	SM,N
Mottled Duck	-/-	-/-	-/-	F
Snowy Egret	-/-	-/SSC	SSC/S3	SM,K,N
Southeastern American Kestrel	-/-	-/T	T/S3	F,K
Southern Bald Eagle	-/L	T/T	T/S3	F,K,N
Swallow-tailed Kite	-/L	-/-	T/S2	F,K
Tricolored Heron	-/-	-/SSC	SSC/S4	SM,K
White Ibis	-/-	-/SSC	SSC/S4	SM,K
Wild Turkey	-/L			F
Wood Stork	-/-	E/E	E/S2	SM,K,N
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F
Florida Mouse	X/-	-/SSC	T/S3	K
Northern Yellow Bat	-/-	-/-	SU/-	SM
River Otter	-/-	-/-	-/-	SM
Round-tailed Muskrat	X/-	-/-	SSC/S3	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.

The following listed plants were found on the property, yellow-fringed orchid, southern lady fern, pondspice, Catesby's lily, royal fern, cinnamon fern, greenfly orchid and cardinal flower (KBN 1996).

The Florida Fish and Wildlife Conservation Commission (FWCC) data shows two bald eagle nests on the project site and 14 others within 2 miles. 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 90% 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).

Invasive exotic plants found on this property include, Japanese honeysuckle, alligator weed, camphor trees, Chinese tallow, Japanese climbing fern, perpetual begonia, hydrilla and water hyacinth (KBN 1996).

Management:

As a whole the LOC project area is in good condition and will require prescribed burning and some invasive plant control to enhance the natural resources. Access for management is very good and it is well suited for burning.

Achieving Social and Human Values:

Approximately 70% of the LOC area falls within Priority one through four Natural Resource-based Recreation Areas (Knight, et al. 2000), and it is a priority 3 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 LOC 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 project would fill-in gaps in the LWCA, and expand the Paynes Prairie boundary, thus providing a larger contiguous area for recreational activities, and perhaps facilitate additional activities. The LOC Project provides excellent opportunities for compatible resource based recreation.

Economics & Acquisition:

There are 43 parcels and 16 ownerships in the 8,294 acre Lochloosa Forest-Levy Prairie Connector Project. The Alachua County Property Appraiser (ACPA) shows twelve buildings on their parcel data. The ACPA's 2002 Just Value or land value for the entire project is $8,076,800 or $974/ acre. The ACPA's total value (Just, Miscellaneous and Building) for the project area is $9,020,000 or $1,088/ 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 LOC project is a series of inholdings in the Lochloosa Wildlife Conservation Area. All of the parcels are on the state park's Acquisitions and Inholdings list or within the Florida Forever Lochloosa Wildlife project. All of the parcels should be considered keystone parcels. Map 3 shows the ownerships within the LOC project.

The Lybass, Rayonier and Franklin Crates tracts are within the Lochloosa Wildlife Florida Forever Project. The project is on the "B" List under the "Small Parcels Projects" heading. This is defined as those acquisition projects that are important, but not of the highest priority, which are made up predominantly of small ownerships with individual values not exceeding one million dollars each, or individual acquisitions that are determined to achieve the Florida Forever goals, measures and criteria enough to qualify for acquisition but are valued at less than one million dollars. Florida Forever will contribute 45% of the purchase price. The SJRWMD is listed as an acquisition partner on the project, but they are not willing to pursue the project without the county's assistance.

The project site falls within unincorporated Alachua County and is zoned Agriculture, except for 303 acres of the Murphy tract which is zoned Conservation. The Future Land Use is Rural Agriculture, with the exception of 303 acres of the Murphy tract which is designated Preservation. The northern parcel which includes the Crevasse and Plum Creek tracts is adjacent to the Urban Services Line and the Urban Reserve. The Franklin Crates Tract is adjacent to the Urban Reserve area for Micanopy. There are a few enclaves of rural residential development within the LOC Project.

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

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.

Florida Natural Areas Inventory. December 2001. Florida Forever Conservation Needs Assessment Version 1.1 Supplement to the technical Report June 2001. Tallahassee, Florida.

Lochloosa Forest-Levy Prairie Connector — Draft date Novemeber 8, 2002

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;		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;		4		
	C. Whether there is ecological quality in the communities present on the property.		4		
	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;		5		
	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.		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;		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;		5		
	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.		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			4.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.73
(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);		5		
	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;		4		
	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		
	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			3.67	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.44
	TOTAL SCORE				8.18

Cost Estimates For Proposed Acquisition List Additions

Acquisition Estimates

Table A. Pre-Contract Costs

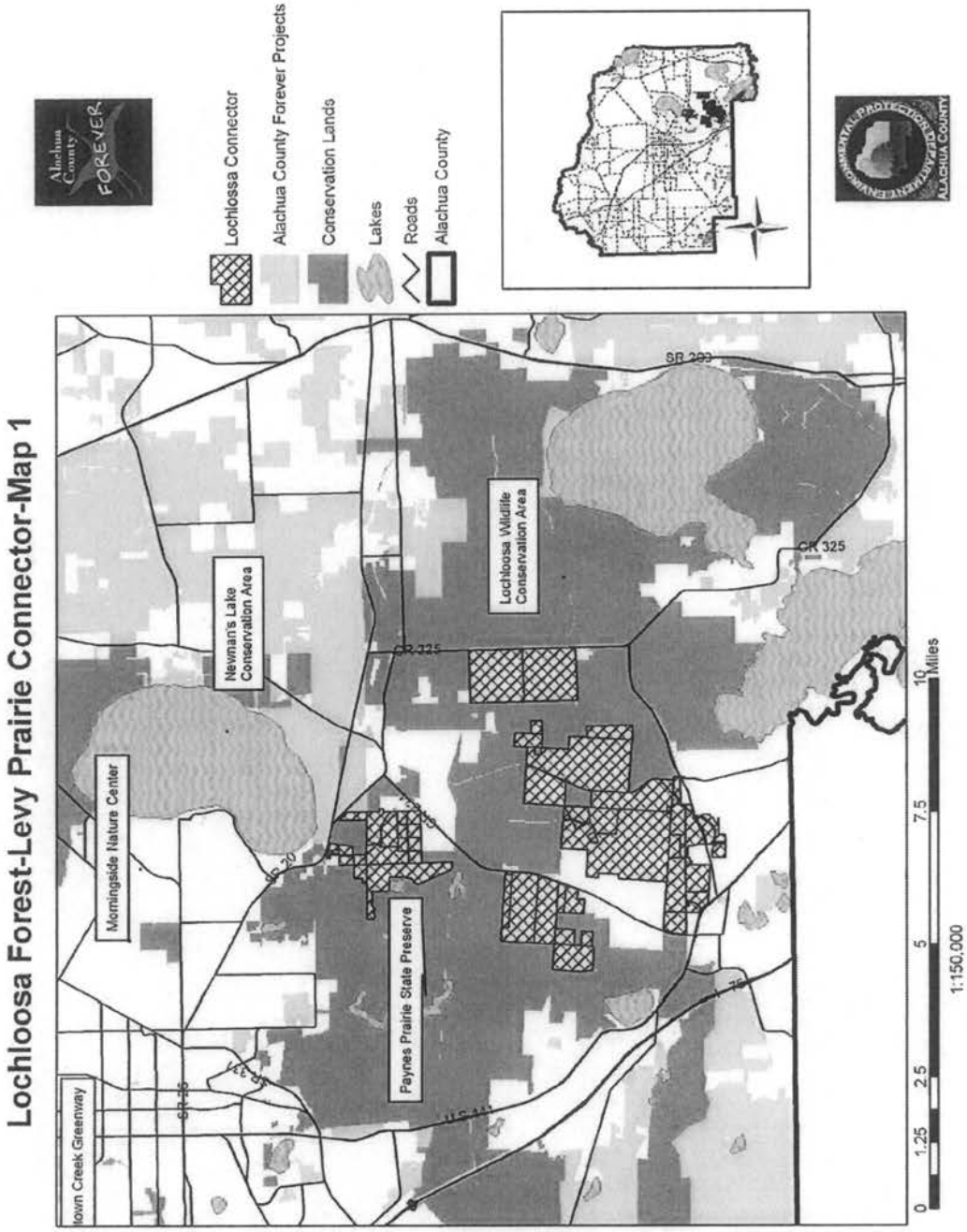
Project	Acres	Land Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Lake Forest Creek - Thomas	32	$ -	$ -	$ -	$ 150	$ 150
Lake Forest Creek - Sweeney	40	$ 60,000	$ 7,000	$ -	$ 150	$ 7,150
Lochloosa Connector - Geiger	15	$ 82,500	$ 6,000	$ -	$ 150	$ 6,150
TOTAL	**87**	**142,500**	**13,000**	**-**	**450**	**$ 13,450**

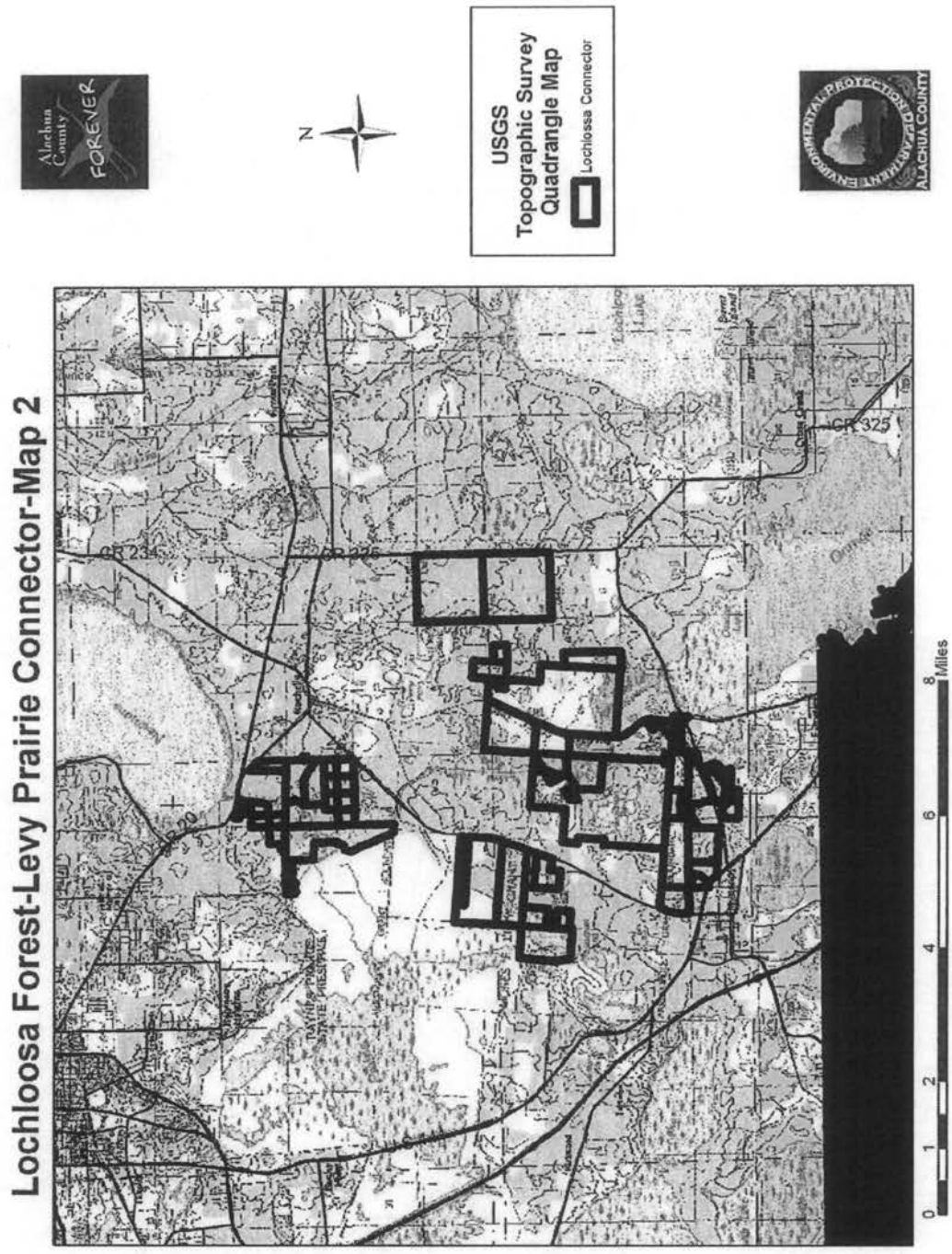
Table B. Post-Contract Costs

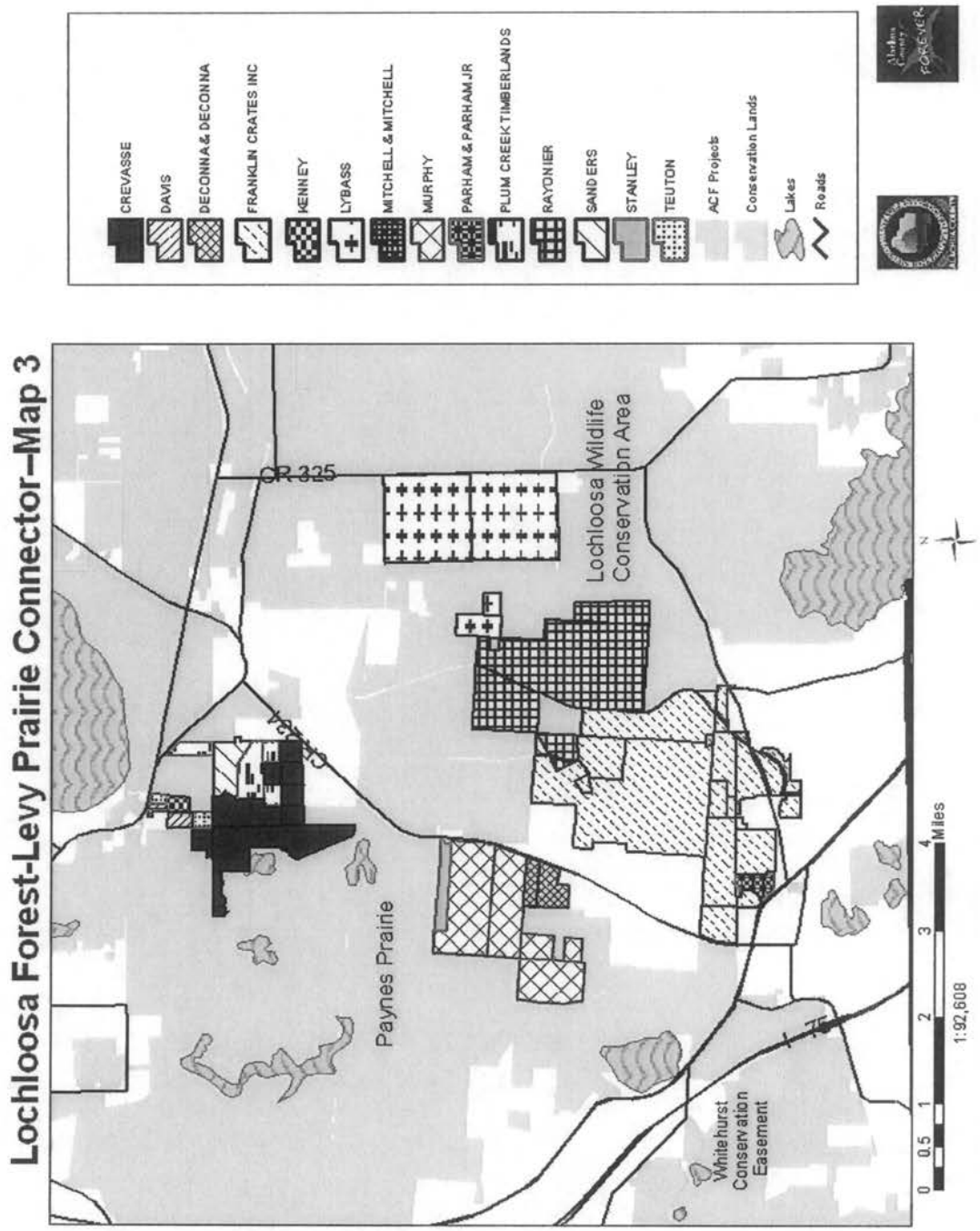
Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Lake Forest Creek - Thomas	$ 250	$ 5,000	$ 500	$ -	$ 5,750	$ 5,900
Lake Forest Creek - Sweeney	$ 345	$ 15,000	$ 2,500	$ 1,000	$ 18,845	$ 85,995
Lochloosa Connector - Geiger	$ 477	$ 10,000	$ 2,500	$ 1,000	$ 13,977	$ 102,627
TOTAL	**1,072**	**30,000**	**5,500**	**2,000**	**38,572**	**194,522**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	Total Costs for initial 10 years
Lake Forest Creek - Thomas	32	$ -	$ -	$ -	$ -
Lake Forest Creek - Sweeney	40	$ -	$ 550	$ 13.75	$ 5,500
Lochloosa Connector - Geiger	15	$ -	$ 550	$ 36.67	$ 5,500
TOTAL	**87**	**-**	**1,100**	**50**	**11,000**


Lochloosa Forest-Levy Prairie Connector-Map 1
Lochlossa Connector
Alachua County Forever Projects
Conservation Lands
Lakes
Roads
Alachua County
Lochloosa Wildlife Conservation Area
Newnan's Lake Conservation Area
Morningside Nature Center
Paynes Prairie State Preserve
Town Creek Greenway
SR 20
SR 325
CR 325
SR 26
US 441
SR 329
0 1.25 2.5 5 7.5 10 Miles
1:150,000


Lochloosa Forest-Levy Prairie Connector-Map 2
Alachua County FOREVER
N
USGS
Topographic Survey
Quadrangle Map
Lochlossa Connector
ENVIRONMENTAL PROTECTION DEPARTMENT
ALACHUA COUNTY
CR 234
CR 325
0 1 2 4 6 8 Miles
1:120,376


Lochloosa Forest-Levy Prairie Connector--Map 3
CR 325
Lochloosa Wildlife Conservation Area
Paynes Prairie
Whitehurst Conservation Easement
CREVASSE
DAVIS
DECONNA & DECONNA
FRANKLIN CRATES INC
KENNEY
LYBASS
MITCHELL & MITCHELL
MURPHY
PARHAM & PARHAM JR
PLUM CREEK TIMBERLANDS
RAYONIER
SANDERS
STANLEY
TEUTON
ACF Projects
Conservation Lands
Lakes
Roads
0 0.5 1 2 3 4 Miles
1:92,608
N

April 12, 2011 Regular BoCC Meeting
Agenda Item #42

Title
Conveyance of a Double Wide Mobile Home and a Modular Building to the City of High Springs(Amended) (Amended)

Amount
$210.50

Description
Request Approval of the Interlocal Agreement between Alachua County and the City of High Springs for the Conveyance of a Double Wide Mobile Home and a Modular Building

Recommendation
1) Approve the Interlocal Agreement between Alachua County and the City of High Springs 2) Approve Resolution 11-XX authorizing the Conveyance of a Double Wide Mobile Home and a Modular Building to the City of High Springs 3) Sign the Certificates of Title for the Double Wide Mobile Home.

Alternative(s)
N/A

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Attachment #1: Letter from the High Springs Mayor Attachment #2: Certificates of Title Attachment #3: Interlocal Agreement between Alachua County and the City of High Springs (2 originals) Attachment #4: Resolution 11-XX

Documents Requiring Action
Interlocal Agreement, Resolution and two Certificates of Title

Executive Summary
The recommendation of the Facilities Management Division is to approve and execute the Interlocal Agreement between Alachua County and the City of High Springs and Resolution 11 – authorizing the conveyance of a County owned double wide mobile home and any interest the County has in a modular building to the City of High Springs and authorizing the chair to execute all documents necessary to complete this transaction and for providing an effective date.

Background
In 1995, Alachua County BoCC purchased and placed into operation a mobile home in High Springs for the purpose of providing Health Care Services to citizens in High Springs, Florida. In 2001, the Department of Health moved a modular building to the same site. In 2009, the Alachua County Health Department relocated to the City of Alachua and the site in High Springs was closed. In 2010, The County Manager, Randall Reid, received a request from High Springs City Mayor, Larry Travis, asking Alachua County BoCC to transfer ownership of the all the structures related to the closing of the High Springs site to the City of High Springs (see Attachment 1). County Manager Randall Reid directed staff to inspect the mobile home and modular building, determine their condition and gather all relevant information and report back to the BoCC. Since that time, staff investigated the

status of the structures and determined that the Certificates of Title for the double wide mobile home had been processed but never filed with the State of Florida. On February 11, 2011 county staff processed a check request in the amount of $210.50 to the Tax Collector (see Attachment 2). County Facilities has also reviewed space needs and determined that the Alachua County BoCC has no need for the structures. On February 22, 2011, County staff negotiated the Interlocal Agreement (see Attachment #3) with the City of High Springs, Florida. In March 2011, County staff prepared the Resolution 11-XX for the Chair's signature, transferring ownership of the double wide mobile home from Alachua County to the City of High Springs. On March 4, 2011, letter from the City of High Springs Attorney, Thomas G. DePeter, included the original Interlocal Agreement and a check in the amount of $210.50 reimbursing Alachua County for the cost of the titles.

Issues
A double wide mobile home is considered for title purposes, two separate structures. Therefore, two Certificates of Title are required.

Fiscal Recommendation
The City of High Springs will pay for all necessary permits, permit application fees, licenses or any title transfer fees required.

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Sale of MH and Mod Bldg to High Springs 4 attachments All final.pdf

ATTACHMENT #1

110 NW 1st Avenue
High Springs, Florida 32643

Telephone: (386) 454-1416
Facsimile: (386) 454-2126
Web: highsprings.us

December 16, 2010

DEC 20 2010
COUNTY MANAGER

Mr. Randall H. Reid
County Manager
12 S.E. 1st Street
Gainesville, FL 32601

Dear Mr. Reid,

As per our previous conversations regarding your buildings located here in High Springs, we had asked if the County was willing to donate the buildings to the City of High Springs. I have discussed this matter with the current commissioners on our December 9th, 2010 meeting.

The City of High Springs Commission decided on December 9, 2010, as a general consensus that we move forward in a formal request to ask Alachua County to donate the buildings located at, 200 NW 2ND Street, the former Alachua County Health Department Buildings, to the City of High Springs.

We appreciate the help and generosity of Alachua County.

If you have any questions, please contact me at 386-454-1416 Ext 6.

Sincerely,

Larry Travis
Mayor

ATTACHMENT #2

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Nei

T# 653624104
B# 494839

STATE OF FLORIDA

LIEN SATISFACTION

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
9708	1995	CMB	OT	22950		105845677

Registered Owner:

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

Date of Issue 02/16/2011

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
9708	1995	CMB	OT	22950		105845677

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
NEW					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
			02/16/2011

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

1st Lienholder

NONE

VOID IF ALTERED

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES — TALLAHASSEE — FLORIDA — DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford
Director

Julie L. Jones
Executive Director

Control Number 093924420

11 /4 93924420

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_|_|X| (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 04/08) STATE OF FLORIDA

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, provides that by filing this form, you can avoid any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this_____day of_____ , _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s)_____ Address_____ Selling Price $_____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature_____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

FIRST REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

SECOND REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

THIRD REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS [ ][ ][ ][ ][ ][ ] XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

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Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 653625117
B# 494839

STATE OF FLORIDA

LIEN SATISFACTION

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
9709	1995	CMB	OT	22950		105845755

Registered Owner:

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

Date of Issue 02/16/2011

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
9709	1995	CMB	OT	22950		105845755

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
NEW					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
			02/16/2011

Registered Owner
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST ST
GAINESVILLE, FL 32601-6826

1st Lienholder
NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

Carl A. Ford
Director

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Julie L. Jones
Executive Director

Control Number 093924421
11 /4 93924421

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads [| | | | | | | X] (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 04/08) STATE OF FLORIDA

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, provides that by filing this form, you can avoid any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this_____day of_____ , _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s)_____ Address_____ Selling Price $_____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature_____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

FIRST REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS ☐☐☐☐☐ . ☐☐☐☐☐ XX (NO TENTHS) MILES, DATE READ ____/____/_____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

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Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

SECOND REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS ☐☐☐☐☐ . ☐☐☐☐☐ XX (NO TENTHS) MILES, DATE READ ____/____/_____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX

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Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

THIRD REASSIGNMENT BY LICENSED DEALER

Selling Dealer's License No.: **Selling Dealer's Name:** **Tax No.:** **Tax Collected:**

Selling Dealer's Address: **Date Sold:**

Purchaser's Name(s): **Address:**

I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS ☐☐☐☐☐ . ☐☐☐☐☐ XX (NO TENTHS) MILES, DATE READ ____/____/_____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:

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Purchaser Must Sign Here: **Co-Purchaser** Must Sign Here:

Print Here: Print Here:

Seller/Agent Must Sign Here: **Auction Name (When Applicable):**

Print Here: Auction License Number:

CITY OF HIGH SPRINGS • 110 N.W. 1st AVENUE • HIGH SPRINGS, FL 32643
SALES TAX EXEMPTION # 11-09-024736-54C

035720

Vendor: Alachua County
Vendor No: A00196 Vendor Acct No:

Invoice Number	Date	Description	Invoice Amount
07[illegible]1	02/16/2011	Purchase Alachua County Health Dept. tra	210.50

Check Date: 03/04/2011
Check Amount: $210.50

CITY OF HIGH SPRINGS
110 N.W. 1st AVENUE
HIGH SPRINGS, FLORIDA 32643

MERCHANTS & SOUTHERN BANK
HIGH SPRINGS, FLORIDA

63-673
331

035720

Pay: *** Two hundred ten dollars and Fifty cents

Date	Amount
03/04/2011	$210.50

To the order of:
Alachua County
12 SE First Street
Gainesville, FL 32601

CITY OF HIGH SPRINGS - CLEARING ACCOUNT

Jennifer H. Parham MP
Tony Travis MP

⑈035720⑈ ⑆063106734⑆ 5 00 561 8⑈

INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS
FOR THE SALE OF TRAILERS AND MODULAR BUILDINGS

This agreement is entered into this 12 day of April, 2011 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 the City of High Springs, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the County and the City 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, the City of High Springs has requested the County transfer a 1995 double-wide and a 1997 modular building to the City for a public purpose; and

WHEREAS, the County finds that this trailer and modular building are no longer needed for County purposes; and

WHEREAS, the transfer is undertaken in accordance with section 125.38, F.S.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Sale. The County sells to the City two (2) 12x60 Coastal Modular Building, Inc. IB1264 trailers, VIN 9708 and 9709, and also conveys all of its interest, if any, in two Southern Structures, Inc. modular buildings, serial numbers 4369 and 4370, for the total amount of $210.50. The trailers and modular buildings are conveyed in "as-is" condition with no warrantees of any kind. The City shall take possession of the trailers and modular buildings in their current location. The County shall provide the City a valid title for the trailers. The actual ownership of the modular buildings is unclear, and the County makes no representations about its ownership or ability to deliver clear title or any interest whatsoever.

2. Permits. The City will obtain and pay for all necessary permits, permit application fees, licenses or any title transfer fees required.

3. Laws & Regulations. The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The City 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 City is not familiar with state and local laws, ordinances, code rules and regulations, the City remains liable for any violation and all subsequent damages or fines.

4. Liability. The County, as a political subdivision of the State of Florida, as defined in 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. The City, as a municipality, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, Florida Statutes.

5. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

6. Successors and Assigns. The County and City 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.

7. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

8. 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.

9. Non Waiver. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

10. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11. Attachments. All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

12. Amendments. The parties may amend this agreement only by mutual written agreement of the parties. The County Manager is authorized to sign amendments to this contract subject to guidelines previously adopted by the Board of County Commissioners.

13. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this agreement.

14. 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.

15. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J.K. Irby, Clerk

(SEAL)

CITY OF HIGH SPRINGS, FLORIDA

By: _____
Larry Travis, Mayor

ATTEST:

_____
Jenny L. Parham, City Manager/City Clerk

(SEAL)

Approved As To Form:

_____
Alachua County Attorney's Office

Approved as to Form and Legality:

_____
City Attorney

February 22, 2011

INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS
FOR THE SALE OF TRAILERS AND MODULAR BUILDINGS

This agreement is entered into this 12 day of April, 2011 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 the City of High Springs, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the County and the City 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, the City of High Springs has requested the County transfer a 1995 double-wide and a 1997 modular building to the City for a public purpose; and

WHEREAS, the County finds that this trailer and modular building are no longer needed for County purposes; and

WHEREAS, the transfer is undertaken in accordance with section 125.38, F.S.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Sale. The County sells to the City two (2) 12x60 Coastal Modular Building, Inc. IB1264 trailers, VIN 9708 and 9709, and also conveys all of its interest, if any, in two Southern Structures, Inc. modular buildings, serial numbers 4369 and 4370, for the total amount of $210.50. The trailers and modular buildings are conveyed in "as-is" condition with no warrantees of any kind. The City shall take possession of the trailers and modular buildings in their current location. The County shall provide the City a valid title for the trailers. The actual ownership of the modular buildings is unclear, and the County makes no representations about its ownership or ability to deliver clear title or any interest whatsoever.

2. Permits. The City will obtain and pay for all necessary permits, permit application fees, licenses or any title transfer fees required.

3. Laws & Regulations. The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The City 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 City is not familiar with state and local laws, ordinances, code rules and regulations, the City remains liable for any violation and all subsequent damages or fines.

4. Liability. The County, as a political subdivision of the State of Florida, as defined in 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. The City, as a municipality, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of this agreement. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, Florida Statutes.

5. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

6. Successors and Assigns. The County and City 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.

7. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

8. 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.

9. Non Waiver. The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

10. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

11. Attachments. All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

12. Amendments. The parties may amend this agreement only by mutual written agreement of the parties. The County Manager is authorized to sign amendments to this contract subject to guidelines previously adopted by the Board of County Commissioners.

13. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this agreement.

14. 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.

15. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J.K. Irby, Clerk

(SEAL)

CITY OF HIGH SPRINGS, FLORIDA

By: _____
Larry Travis, Mayor

ATTEST:

_____
Jenny L. Parham, City Manager/City Clerk

(SEAL)

Approved As To Form:

_____
Alachua County Attorney's Office

Approved as to Form and Legality:

_____
City Attorney

February 22, 2011

RESOLUTION 11- 30

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF TWO COUNTY OWNED TRAILERS AND ANY INTEREST THE COUNTY HAS IN A MODULAR BUILDING TO THE CITY OF HIGH SPRINGS; AUTHORIZING THE CHAIR TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THIS TRANSACTION AND FOR PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.38, Florida Statutes, Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "Board",) is expressly authorized and empowered to sell and convey any personal property belonging to Alachua County; and

WHEREAS, Alachua County obtained two trailers on August 31,1995 that were later placed on property owned by the City of High Springs (hereinafter referred to as the "City"), a municipal corporation, for the purpose of housing a Health Clinic; and

WHEREAS, the City has requested the County to transfer ownership of the two 1995 County owned trailers to the City for public purposes, described as follows, (hereinafter referred to as the "Trailers"):

One 1995, 12 foot by 60 foot trailer by Coastal Modular Building, Inc. (CMB), model No. IB 1264, vehicle Identification No. 9708
Certificate of Title No. 105845677, dated 02/16/2011

One 1995, 12 foot by 60 foot trailer by Coastal Modular Building, Inc. (CMB), model No. IB 1264,
vehicle identification No. 9709.
Certificate of Title No. 105845755, dated 02/16/2011

WHEREAS, the City also requested the County transfer ownership of an existing modular building to the City for public purposes, described as follows, (hereinafter referred

to as the "Modular Building"):

One 1997 24 foot by 60 foot modular building by
Coastal Modular Building, Inc.
Serial No. 4369 and 4370

WHEREAS, the Board has determined that the said Trailers and Modular Building are not needed for County purposes, and that it would be in the best interests of the County to convey the Trailers and the Modular Building to the City; and

WHEREAS, the County conveys all of its interest, if any, in the above described Modular Building, and recognizes that the actual ownership of the Modular Building is unclear. The County makes no representations about the ownership or ability to deliver clear title, or any interest whatsoever, to the Modular Building; and

WHEREAS, the County is conveying the Trailers and Modular Building in "as-is" condition with no warrantees of any kind. The City shall take possession of the Trailers and the Modular Building as they presently exist in their current location on City property.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. The Board finds, determines and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. The conveyance of the said County property, as described herein, is hereby authorized.

3. The Board hereby conveys to the City of High Springs the Trailers and the Modular Building as described herein.

4. The Chair and the Clerk of the Board are hereby authorized to execute all documents, previously approved by the County Attorney, necessary to effectuate the transfer of said personal County property to the City, as provided for in this resolution.

5. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in a regular session, of the Board on this 12th day of A.D., April 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

April 12, 2011 Regular BoCC Meeting
Agenda Item #43

Title
Annual Disaster Debris Removal, Reduction and Disposal Services: RFP 11-75 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 11-75; Annual Debris Removal, Reduction and Disposal Services.

Recommendation
Approve the Finance Report to rank RFP 11-75; Annual Disaster Debris Removal, Reduction and Disposal Services and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the ranking of RFP #11-75; Annual Disaster Debris Removal, Reduction and Disposal Services.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
RFP #11-75; Annual Monitoring of Disaster Debris Recovery Activities was advertised on July 7, 2010 and July 14, 2010. The deadline for receipt of RFP was September 29, 2010. Fifteen (15) vendors responded for RFP #11-75; Annual Disaster Debris Removal, Reduction and Disposal Services. That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. TAG Grinding Services, Inc. 2. AshBritt, Inc. 3. CrowderGulf Joint Venture, Inc.

Background
FEMA requires that local government entities have pre-existing contracts for disaster debris response in order to be eligible for federal reimbursement of disaster related expenses. Alachua County wishes to maximize federal reimbursement for expenses related to a declared disaster and to meet the FEMA requirement for prepositioned agreements with qualified professional disaster recovery firms to assist the County in recovery efforts.

Issues
Collecting debris along roadways is essential to the recovery of Alachua County after a natural or man-made disaster. With the high possibility of large scale natural disasters in the area, guaranteed assistance will help facilitate recovery for our community in a

reasonable amount of time. Pre-existing contracts are also required by FEMA and the lack thereof might lead to FEMA declining federal reimbursement of the County's disaster recovery expenses.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 1175FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

February 9, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-75: Annual Disaster Debris Removal, Reduction and Disposal Services

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, September 29, 2010
Advertisement Dates:	July 7, 2010 and July 14, 2010
Notifications sent to:	1668 Vendors
Solicitations Requested by:	46 Vendors
Responses Received From:	15 Vendors

Firms:

AshBritt, Inc. Pompano Beach, FL	**Asplundh Environmental Services, Inc. Fairhope, AL
Bergeron Emergency Services Inc. Fort Lauderdale, FL	Byrd Brothers Emergency Services, LLC Wilson, NC
Ceres Environmental Services, Inc. Sarasota, FL	CrowderGulf Joint Venture, Inc. Theodore, AL
**DRC Emergency Services, LLC West Palm Beach, FL	J.B. Coxwell Contracting, Inc. Jacksonville, FL
**Omni Pinnacle, LLC Pearl River, LA	Phillips and Jordan, Inc. Zephyrhills, FL
Squeekie Klean Landscaping Reddick, FL	Storm Reconstruction Services, Inc. Mobile, AL
TAG Grinding Services, Inc. Daviston, AL	TFR Enterprises, Inc. Leander, TX
Unified Recovery Group, LLC Baton Rouge, LA	

Vendor deemed SBE Non-Responsive

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. TAG Grinding Services, Inc.
2. AshBritt, Inc.
3. CrowderGulf Joint Venture, Inc.

APPROVED THIS _____ DAY OF _____, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS/mm

April 12, 2011 Regular BoCC Meeting
Agenda Item #44

Title
Request to Advertise: Amendments to Chapter 404.18 of the Unified Land Development Code (ULDC) regarding private animal shelters (Amended)

Amount
N/A

Description
Proposed amendments to Chapter 404.18 of the ULDC revising the criteria for private animal shelters providing for additional capacity for shelters operated by certified not-for-profit agencies

Recommendation
Staff recommends that the Board approve the request to advertise the proposed changes to Chapter 404.18 of the Unified Land Development Code

Alternative(s)
Do not approve the request

Requested By
Gerald Brewington (374-5249)

Originating Department
Growth Management

Attachment(s) Description
Proposed amendments to Chapter 404.18(c) of the ULDC

Documents Requiring Action
NA

Executive Summary
Staff is proposing changes to Chapter 404.18 of the ULDC that will provide higher capacity thresholds for certified not-for-profit animal rescue organizations to operate private animal shelters.

Background
Existing ULDC language requires a special exception for all animal shelters that exceed a capacity of 20 animals. The revised code language will perit not-for-profit animal rescue organizations to operate shleters of up to 40 animals without the requirement for a special exception with additional criteria found in the Code, thus providing relief from th special exception process.

Issues
This ordinance will address the concerns of not-for-profit animal rescue organizations by increasing the threshold required before requiring a special exception.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: Rural Kennel.pdf

404.18 Rural Kennel, Cattery or Private Animal Shelter

A rural kennel, cattery or private animal shelter is allowed as a limited use in the A, RE and RE-1 districts, subject to development plan approval by the Development Review Committee and in accordance with the following standards. Where the total number of domesticated animals exceeds 20 (or, for a private animal shelter operated by a certified 501(c)3 organization, 40 animals), a facility may only be allowed as a special exception, subject to the following standards.

(a) Rural Kennel.....

(b) Rural Cattery.....

(c) Private Animal Shelter

1. No facility shall accommodate more than 50 dogs or 125 cats or ferrets at any one time, unless the applicant provides proof of the facility's nonprofit status as a 501(c)3 and the additional animals are approved by the County Commission as part of ~~the~~ a special exception. Litters younger than six months of age shall not count against these totals.
2. The minimum lot area shall be five acres. Facilities designed to exceed the thresholds of **1.** shall have a minimum lot area of eight acres.
3. All outdoor areas allocated for use by the animals shall be fenced or walled to safely contain the animals.
4. Structures on the site shall be designed to provide appropriate shelter, noise reduction, and odor prevention, as appropriate for the type of animal and adjacent uses.
5. Structures allocated for housing animals and any outdoor areas allocated for use by such animals shall be located a minimum of 100 feet from any property line.
6. A medium-density, 25-foot wide buffer, as described in Section 407.43(b)2, shall be provided between the facility and adjacent properties. The reviewing body may increase this buffer to a 40-foot wide high density buffer where the operation is adjacent to existing residential uses.
7. Hours of operation, including times for feeding and use of outdoor areas by dogs, shall occur between 7 a.m. and 9 p.m. Visitation hours for the public may be further restricted by the reviewing body. The operator shall be responsible for any improvements identified by the reviewing body as necessary to accommodate public access to the site.
8. Methods of waste disposal and odor abatement shall be detailed as part of the review process.
9. A single family residence shall be allowed on the site.
10. All facilities with more than 20 animals that maintain 501(c)3 status shall be operated in cooperation with a local veterinarian. An annual letter from the veterinarian certifying the facility shall be submitted to the Growth Management Department.

April 12, 2011 Regular BoCC Meeting
Agenda Item #45

Title
Neighborhood Stabilization Program Notice to Proceed Amendment Number 2 (Amended)

Amount
$12,712.00

Description
Request Approval of the Neighborhood Stabilization Program (NSP) Notice to Proceed Amendment Number 2 for Encumbrance 101459

Recommendation
Approve Neighborhood Stabilization Program Notice to Proceed Amendment Number 2 for Encumbrance 101459

Alternative(s)
Amend and approve NSP Notice To Proceed Amendment Number 2 for Encumbrance 101459

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Exhibit B Alachua County Notice to Proceed Amendment Number 2

Documents Requiring Action
Exhibit B Alachua County Notice to Proceed Amendment Number 2

Executive Summary
Alachua County currently is under contract with private contractors to repair foreclosed homes purchased through the Neighborhood Stabilization Program. As the utilities were turned off at the time the homes were inspected for repairs, staff anticipated significant change orders due to plumbing or electrical issues which were not apparent at the time of inspection. Sufficient grant funding is available to pay for this additional work needed.

Background
The NSP house located at 1441 NE 20th Avenue, Gainesville, is being repaired by Rock Solid Builders, LLC. A complete rewire is necessary to comply with current code requirements. The house also needs more plumbing repairs than initially anticipated as well as fire blocking and additional framing of interior walls.

Issues
These repairs must be completed to be in compliance with NSP regulations.

Fiscal Recommendation
This recommendation has no adverse fiscal recommendation.

Fiscal Alternative(s)
n/a

Funding Sources
Neighborhood Stabilization Program

Account Code(s)
203-6551-554.34-71

Attachment: Rock Solid 2nd Amend 1441 NE 20th Rehab final.pdf

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # 2

NTP/Project 10DB-4X-03-11-01-F01

Contractor Rock Solid Builders, LLC.

Encumbrance # 101459

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 1441 NE 20th Ave. Gainesville, Florida

Work Order Description: Cap gas lines (not to be re-used), re-plumb shower and drain, master lavatory drain and vent, including water lines. Run relief line on water heaterInstall vacuum breakers on 2 hose bibs, supply new kitchen sink and faucet (not in original scope of work). Snake all lines. Re-build wall for master shower, install 2x4 top band, move 8' wall in front living room, install 62' of fire blocking in hallway, install framing to drywall over old window, complete electrical rewire to current NEC requirements

Deliverable(s): CPVC for re-pipe, 2x4's framing, fire blocking, electrical wire, outlet boxes, light switch boxes, light fixture boxes, cable, phone line and boxes. All necessary nuts, bolts, nails, and screw to complete the scope of work mentioned above.

REC'D GROWTH MGT
ALACHUA COUNTY, FL
2011 MAR 17 PM 2:46

Original Work Order Price:	$36,331.00
Total of Prior Approved Changes	$38,458.00
Amount of this Change in Work Order Add (Deduct)	$12,712.00
New Work Order Price with Amendment:	$87,501.00

Original Completion Date

New Completion Date July 9, 2011

Approval as to form
Alachua County
Signature LEE PINKOSON, CHAIR Date

Contractor
Signature Date 03/17/11

Program Consultant
Signature Date 3/17/11

Attorney
Signature APPROVED AS TO FORM Date

ATTEST:
J. K. IRBY, CLERK

ALACHUA COUNTY ATTORNEY

EXHIBIT B-4
NEIGHBORHOOD STABILIZATION PROGRAM

ROCK SOLID BUILDERS, LLC.

COST ANALYSIS

1441 NE 20th AVENUE

GAINESVILLE, FLORIDA

Subcontractors

M.J. Johnson Construction, Inc.	$3,956.00
Ambassador Plumbing	$2,770.00
Innerlight Electrical	$4,830.00
Total:	$11,556.00
Contractors Profit and Overhead @ 10%	$1,156.00
Total of Subcontractor and Contractor:	$12,712.00

M.J. Johnson Construction, Inc.

PO Box 1055
Archer, FL 32618

Estimate

Date	Estimate #
3/17/2011	345

Name / Address
Rock Solid Builders Gainesville, FL

Project

Description	Qty	Cost	Total
Install 2X4 top band. Move 8" wall in living room to accommodate drywall installation . 62' of fire blocking throughout hallway. Secure walls in Master Bathroom and re-frame per code requirements-frame existing window to accommodate drywall replacement in Kitchen. This Estimate includes all Labor and Materials.		3,956.00	3,956.00

Total $3,956.00

Ambassador Plumbing
25304 SW 66 Avenue
Newberry, FL. 32669

Phone: 352-318-5656 **Fax:** 352-472-9947

To: Rock Solid Builders, LLC. **Date:** March 15, 2011

From: Lee Montova

Ref: 1441 NE 20 Ave. Gainesville, FL

Cap gas lines (not to be re-used)

Re-plumb shower drain, master lavatory drain and vent, including water lines

Run relief line on water heater

Install vacuum breakers on 2 hose bibs

Snake all lines

Total: $2,770.00

NEBS To Reorder: 1-800-225-6380 or www.nebs.com

ADDITIONAL WORK AUTHORIZATION

INNERLIGHT ELECTRICAL CONTRACTORS OF FLORIDA, INC.
27103 NW 46th Avenue
NEWBERRY, FLORIDA 32669
(352) 472-3875

OWNER'S NAM: Rock Solid Construction	PHONE	DATE: 3 15 11	
STREET: 17354 SW 137 Lane	JOB NAME: Alachua County	JOB NUMBER	
CITY: Archer	STATE: FLA	STREET: 1441 NE 20th AVE	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY: Gainesville	STATE: FLA

You are authorized to perform the following specifically described additional work:

Upgrade Scope of Work - To a Complete Rewire to Current NEC Requirements - Remove all OLD Wiring -

Required Spacing For outlets as per NEC

NOTE: Service to Remain as is

ADDITIONAL CHARGE FOR ABOVE WORK IS: $ 3980-00

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 03/17/11 Authorizing Signature _____ (OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ President (CONTRACTOR SIGNS HERE) Date 3 15 11

THIS IS CHANGE ORDER NO 1

NEBS To Reorder: 1-800-225-6380 or www.nebs.com

472-5725

ADDITIONAL WORK AUTHORIZATION

INNERLIGHT ELECTRICAL CONTRACTORS OF FLORIDA, INC.
27103 NW. 46th Avenue
NEWBERRY, FLORIDA 32669
(352) 472-3875

OWNER'S NAME: Rock Solid Construction	PHONE	DATE: 3 15 11	
STREET: 17354 SW 137 Lane	JOB NAME: Alachua County		JOB NUMBER
CITY: Archer	STATE: Fla	STREET: 14411 NE 20th Ave	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY: Gainesville	STATE: Fla

You are authorized to perform the following specifically described additional work:

Install Telephone outlet in Each Bed, Liv, Den (5)
Cable outlet (5)

ADDITIONAL CHARGE FOR ABOVE WORK IS: $ 850.00

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 3/17/11 Authorizing Signature Stphnie Kellel
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature President Date 3/15/11
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO

April 12, 2011 Regular BoCC Meeting
Agenda Item #46

Title
Grant Agreement between the Department of Community Affairs and Alachua County under the FFY 2008 Community Development Block Grant Program Bearing Contract (Amended)

Amount
N/A

Description
Request Approval to the Modification Number 1 to Grant Agreement between the Department of Community Affairs (DCA) and Alachua County under the FFY 2008 Community Development Block Grant (CDBG) Program bearing DCA Contract Number 09DB-4N-03-11-H19.-

Recommendation
Approve the Modification Number 1 to the Grant Agreement between Department of Community Affairs and Alachua County, to authorize Chair to sign the Modification Number 1 Document.

Alternative(s)
May reject the Modification resulting in County not being completing the project, and Close Out the CDBG Grant within the Agreement expiration date of June 24, 2011.

Requested By
Abu Ahmad Karim.

Originating Department
Growth Management

Attachment(s) Description
Modification Number 1

Documents Requiring Action
Modification Number 1 to the Grant Agreement between the DCA and Alachua County.

Executive Summary
The Department of Growth Management is requesting approval of the Modification Number 1 to the CDBG Grant Agreement between the DCA and Alachua County modifying the Attachment A, Program Budget and Scope of Work section, and Attachment B, modifying the Activity Work Plan section of the Agreement. This modification reduced Temporary Relocation Budget by $2,400 and increased the Housing Rehabilitation Budget by $2,400 to complete remaining rehabilitation jobs in order for the County to close out the Grant by the Agreement expiration date of June 24, 2011.

Background
DCA on June 24, 2009 awarded Alachua County a Grant in the amount of $750,000 through the Florida Small Cities CDBG Program for Housing Rehabilitation. Out of total thirteen homes to be rehabilitated or be built, eleven of those units required Chang Orders for different issues to complete the jobs. To fulfill those requirements, minor adjustments in the project budget and Scope of Work section of the Agreement are required to be modified.

Issues
If this Modification Number1 is not approved and signed, timely completion of the rehab jobs will not be possible, and timely closing out the Grant will not also be possible. Staff requests the Board to approve, and the Chair to sign the Modification Number 1.

Fiscal Recommendation
This recommended action has no additional fiscal impact.

Fiscal Alternative(s)
N/A.

Funding Sources
FFY 2008 Community Development Block Grant.

Account Code(s)
204-6500-554-34.71 , 204-6500-554-34.72

Attachment: State of FLA DCA Mod 1 to CDBG Award Final.pdf

Alachua County
Board of County Commissioners

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

Administration
Randall H. Reid
County Manager

April 12, 2011

Mr. Ken Reecy, Director
Florida Department of Community Affairs
Bureau of Community Assistance
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: DCA Contract **09DB-4N-03-11-01-H19** – Alachua County Amendment Request – Small Cities, Housing Rehabilitation

Dear Mr. Reecy:

Alachua County requests an amendment to adjust the budget under the above referenced Agreement between the County and the Department for the following reasons:

- Minor adjustments in the project budget prior to close out.

This amendment does not reduce the number of accomplishments, beneficiaries, or score of the project. The proposed changes will also not require modification to the Environmental Review Record.

Please contact me if you have any questions or need any additional information. Thank you.

Sincerely,

Lee Pinkoson
Chair

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Enclosures

cc: Meridian Community Services Group, Inc.
Abu Ahmad Karim, Assistant Housing Programs Manager

#7299

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

JUN 6 2011

BILLY BUZZETT
Secretary

Received: Commission Office
Date: 6/9/11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
John Johnson
Tom Webster

The Honorable Lee Pinkoson
Chairman, Alachua County Board of County Commissioners
Post Office Box 2877
Gainesville, Florida 32602

RE: Subgrant Agreement: 09DB-4N-03-11-01-H19
Modification Number 1

Dear Chairman Pinkoson:

We have reviewed your request for a budget modification to the above referenced agreement. Given that your project no longer requires funds for the temporary relocation activity and considering the housing rehabilitation portion of your project will cost more than originally anticipated, we approve your request.

The enclosed modification reflects an amended Attachment A, Program Budget and Revised Work Plan. Please keep these documents with your copy of the approved Agreement.

If you have questions regarding this modification, please call Stefan Kulakowski at (850) 922-1892.

Sincerely yours,

Jacquelyn W. Dupree, Community Program Manager
Florida Small Cities CDBG, Disaster Recovery and
Neighborhood Stabilization Programs

JD/sk

Enclosure

cc: Mr. Tom Webster, Housing Program Manager
Mr. Jay Moseley, Meridian Community Services

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
850-488-8466 (p) 850-921-0781 (f) Website: www.dca.state.fl.us
COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f)
HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f)

MODIFICATION NUMBER 1 TO GRANT AGREEMENT BETWEEN THE DEPARTMENT OF COMMUNITY AFFAIRS AND ALACHUA COUNTY

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, (the Department"), and ALACHUA COUNTY, (the Recipient"), to modify DCA Contract Number **09DB-4N-03-11-01-H19**, award dated **6-24-09**, ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a grant of **$ 750,000** to Recipient under the Small Cities Housing Rehabilitation Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

o **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

o **Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of _____.

X **Revise Activity Work Plan**

3. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

X **Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

- **Change in Participating Parties**

5. The Attachment G, Special Conditions section, is hereby modified to delete all references to "_____," as the Participating Party, and replace them with "_____" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

- **Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

7. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

- **Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Community Affairs

By: Ken Reecy
Name: Ken Reecy
Title: Director, Division of Housing & Community Development
Date: 5-31-11

Recipient Name: ALACHUA COUNTY BOCC

By:
Name: Lee Pinkoson
Title: Chair

Date: 4/12/2011

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

RECIPIENT: Alachua County

CONTRACT NUMBER: 09DB-4N-03-11-01-H19

ATTACHMENT A
PROGRAM BUDGET AND SCOPE OF WORK

1	2	3	4	5	6	7	8	9	10	11
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
ACTIVITY NUMBER	DESCRIPTION	UNIT(S)	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	PROGRAM INCOME
21A	Administration	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$112,500			
21B	Engineering	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]				
14A	Housing Rehab	HU	12	8	4	12	$635,100	$250,000	1	
08	Temp Relocation	HU	12	8	4	12	$2,400			
[redacted]	TOTALS	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$750,000	$250,000	[redacted]	

*** SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMN 9 & 10 ABOVE)**

1. SHIP — $250,000
2. _____ — _____
3. _____ — _____
4. _____ — _____
5. _____ — $ _____
6. _____ — $ _____
7. _____ — $ _____
8. _____ — $ _____

REQUEST FOR AMENDMENT (07.02)
Attachment A

Recipient: Alachua County BOCC Amendment Request Number: 1 Date: March 7, 2011

Contract Number: 09DB-4N-03-11-01-H19 Rule in Effect for This Grant: 09

Local Government Authorization: _____ _____
(Authorized Signature) (Date Signed)

DCA Authorization _____ _____
(Authorized Signature) (Date Approved)

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	112,500	112,500	112,500	112,500	112,500	112,500
008	Temporary Relocation	4,800	4,800	2,400	4,800	4,800	2,400
14A	Housing Rehabilitation	632,700	632,700	635,100	632,700	632,700	635,100
Totals		**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**	**$750,000**

		Beneficiaries										
		Total Beneficiaries			Low & Moderate Income				Very Low Income			
Activity Code	Activity Name	Original	Current	Proposed	Original		Proposed		Original		Proposed	
		#	#	#	#	%	#	%	#	%	#	%
21A	Administration	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
008	Temporary Relocation	12	12	6	12	100%	6	50%	4	33%	4	33%
14A	Housing Rehabilitation	12	12	13	12	100%	13	100%	4	33%	4	31%

	Original	Proposed
20. Total # Unduplicated Beneficiaries	12	13
21. Total # Unduplicated LMI Beneficiaries	8	9
22. Total # Unduplicated VLI Beneficiaries	4	4
23. Total # Unduplicated LMI Households	13	13

24. Does this amendment reduce ANY other project funds previously committed as leverage from local or other sources? YES _____ NO X
(If YES, you MUST complete and attach Source and Use of Funds form.)

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM
PROJECT WORK PLAN
Attachment B

RECIPIENT Alachua County **DATE PREPARED** April 30, 2009
CONTRACT NO. 09DB-4N-03-11-01-H19 **PROJECT BUDGET $** 750,000

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
6/09	9/09	Submit Request for Release of Funds & Environmental Conditions			$5,000.00
6/09	9/09	Review and Approve homeowner documentation			$21,300.00
6/09	6/11	Maintain project files			$21,300.00
9/09	5/10	Prepare work write-ups/Conduct pre-bid conferences/Bid and Award/Contract compliance/Housing Rehab/Inspection Services	4 HH	$212,500	$21,300.00
11/09	10/10	Bid and Award/Contract compliance/Housing Rehab/Inspection services/monitor contractor performance	4 HH	$212,500	$21,300.00
1/10	1/11	Bid and Award/Contract compliance/Housing Rehab/Inspection Services/Finalize contractor payments/Prepare preliminary closeout documents	4 HH	$212,500	$21,300.00
6/10	6/11	Submit Administrative Closeout			$1,000.00
		Totals		$637,500	$112,500

Note: More than one activity may be included per form.

(Rev. Aug 2004)

April 12, 2011 Regular BoCC Meeting
Agenda Item #47

Title
Poverty Reduction Advisory Board modification to the membership and qualifications. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution Modifying the Alachua County Poverty Reduction Advisory Board (PRAB); amending the membership and qualifications; and providing an effective date

Recommendation
Adopt Resolution 11-____ amending the membership and qualifications; and providing an effective date for Poverty Reduction Advisory Board.

Alternative(s)
Do not adopt Resolution 11-____

Requested By
Elmira K Warren/John Skelly/ Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
PRAB Annual Accomplishments/Work Plan Report 2010-2011 Draft Resolution

Documents Requiring Action
Resolution 11-____ Poverty Reduction Advisory Board

Executive Summary
PRAB has requested that the seat designated to the Alachua County League of Cities be amended to allow any resident of the county residing outside the City of Gainesville, and residing within either the unincorporated area of the county, or in one of the rural municipalities, to become a member of the PRAB.

Background
Since its inception (in 2003) the PRAB has had a seat designated for the League of Cities, yet for most of the time that seat has remained vacant despite extensive efforts to fill the seat. Further, when the seat has been filled, the member holding that seat has rarely attended the meetings of PRAB. This has ultimately led to the seat becoming vacant again. In order to obtain the participation of a citizen residing within the rural area of the county, PRAB requests that the BOCC amend the Resolution to open the membership application process to interested residents of the rural areas, regardless of membership in the League of Cities.

Issues
Without this change, PRAB believes that based on practical experience, this seat, which was intended to represent rural areas of the county, will continue to be a lost opportunity.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 70 PRAB Report.pdf
Attachment: PRAB Resolution Amendment 2011.pdf

RESOLUTION 11-31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, MODIFYING THE ALACHUA COUNTY POVERTY REDUCTION ADVISORY BOARD; AMENDING THE MEMBERSHIP AND QUALIFICATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2002 the Alachua County Board of County Commissioners adopted resolution 02-91, establishing the Poverty Reduction Advisory Board; and,

WHEREAS, on January 14, 2003 the Alachua County Board of County Commissioners adopted resolution 03-04, amending resolution 02-91 to establish additional seats for citizen representation on the Poverty Reduction Advisory Board; and

WHEREAS, on July 14, 2009 the Alachua County Board of County Commissioners adopted resolution 09-060, re-establishing the Poverty Reduction Advisory Board, changing the membership and duties, amending the membership and qualifications and assigning a sunset date; and

WHEREAS, the Board of County Commissioners wishes to further modify the Poverty Reduction Advisory Board by amending resolution 09-060.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Resolution 09-060 is hereby amended as follows:

Section 3. The Advisory Board shall consist of fourteen (14) members plus one alternate appointed by the Board of County Commissioners. Members of the Advisory Board, exclusive of the ~~nine (9)~~ eight (8) provider organization members, shall serve four-year terms of office, staggered so that approximately one-third of the positions identified in subsection 3.B. below will be appointed each year.

A. One representative shall be nominated by each of the following provider organizations:
   1) The City of Gainesville

2) The Alliance for Economic Development
3) The Alachua County Public Health Unit
4) The Florida Department of Children and Families
5) The Alachua County School Board
6) The Alachua-Bradford Workforce Board (an Alachua County resident Board member)
7) Santa Fe College
8) University of Florida
9) ~~One city commissioner from an Alachua County city other than the City of Gainesville (nominated by the League of Cities)~~

Each provider organization representative shall be nominated by an appropriate organizational official. The Board of County Commissioners may appoint or reject the nominations.

B. Vacancies for the remaining ~~five (5)~~ six(6) positions shall be advertised by the County, and shall represent the following categories of citizens:

1) One citizen from a not-for-profit organization
2) One citizen from a faith-based organization
3) Three residents of Alachua County that includes one low income citizen, one citizen aged 55 or older; and one citizen with a disability.
4) One citizen of Alachua County who resides within either the unincorporated area of the County or within the city limits of one of the following: Archer, Micanopy, Hawthorne, Waldo, LaCrosse, Alachua, High Springs or Newberry.

Section 2. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 12th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk

APPROVED AS TO FORM:

Alachua County Attorney

(SEAL)

Alachua County Advisory Boards

Annual Workplan/Accomplishments Report

FY2009-10

Date: November 17, 2010

Board/Committee Name: Poverty Reduction Advisory Board

Chair: Jessica Johnson

Staff Support: Caroline Schultz

Board Liaison: John Skelly

Brief History of Committee: Established by BOCC Resolution 03-04 on January 13, 2003. Initial Meeting May 2003.

Mission Statement: Reduce the impacts of poverty among Alachua County residents by advising the Alachua County Board of County Commissioners regarding methods and measures, within their control, to mitigate or eliminate barriers to economic well being.

Major Accomplishments in FY2009-10:

Created the Community Report Card (CRC) Committee to develop spatial mapping of manifestations of poverty as they occur within the county. CRC oversaw staff development of spatial mapping of housing and income related aspects of poverty. These maps will be added to the Poverty Reduction section of the county web site, and transmitted to the BOCC as attachments to this report.

Goals and Objectives for FY 2010-2011

PRAB has identified education as an intrinsically needed component of full participation in American culture and life, including successful participation in the workforce. Therefore the PRAB intends to explore the potential need for creating new or expanding existing educational, training and mentoring programs within the county. PRAB will identify the presence of need, or absence of need, for such services based on research, and PRAB will make an informed recommendation to the BOCC regarding prudent steps BOCC may want to take in support of using education as a means to promote poverty reduction and self sufficiency.

April 12, 2011 Regular BoCC Meeting
Agenda Item #48

Title
Neighborhood Stabilization Program (NSP) Sales Agreement (Amended)

Amount
$92,000.00

Description
Request approval of sales agreement for NSP Home 001

Recommendation
Approve the sales agreement for Neighborhood Stabilization Program Home 001

Alternative(s)
Amend and approved sales agreement for NSP Home 001

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP 001 Sales Agreement

Documents Requiring Action
NSP 001 Sales Agreement

Executive Summary
Alachua County has received full price from an eligible household for NSP Home 001. This home was acquired and has been repaired through the Neighborhood Stabilization Program. The sales agreement meets all program requirements. Staff recommends approval of this offer.

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 through 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, to eligible homebuyers, in compliance with program requirements. Notice of availability of this NSP property for sale was provided via the County website and a county-wide relase, 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. A For Sale sign was posted at this home and a flyer for home was made available as well. The offer was submitted by a State of Florida licensed realtor, at the full price of the after rehab appraisal. The offer is 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. A contract addendum was prepared by the County Attorney's office and

signed by the buyer to ensure that the real estate contract complies with county policies and protocol. This home will be closed using a title insurance company procured in compliance with NSP regulations.

Issues
This contract expires April 15, 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: NSP 001 2923 NE 11 Ter Sales Agreement.pdf

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: BOARD OF COUNTY COMMISSION ("Seller"), and PAMELA D. FERGUSON ("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: 2923 NE 11 terrace Gainesville, Fl

(b) Property is located in: Alachua County, Florida. Real Property Tax ID No: 08202-070-000

(c) Legal description of the Real Property: HIGHLAND COURT MANOR 2 PB F-9 LOT 70 OR 3955/0633

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): ..... $ 92,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 1,000.00
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 Gainesville, FL 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 ..... 73,000.00

(d) Other: NSP second mortgage ..... $ 18,000.00

(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 Apr 15, 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 18, 2011 ("Closing Date"), at the time established by the Closing Agent.

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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 $ **73,000.00** 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)
- 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

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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:

A) This offer is contingent upon buyer obtaining $20,000.00 in NSP second mortgage.

B) Buyer's time to obtain and/or object to the property's elevation if in a flood zone requiring additional insurance, shall be after full loan approval, when survey is obtained, NOT as specified in paragraph 10 (D).

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: 3/7/11

Buyer: _____ Date: _____

Seller: _____ Date: _____

LEE PINKOSON, CHAIR

ATTEST: J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Seller: _____ Date: _____

Buyer's address for purposes of notice
c/o SUSKIN REALTY, INC. 3131 NW 13th 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 D. Suskin	
Cooperating Sales Associate, if any	**Listing Sales Associate**
SUSKIN REALTY, INC.	
Cooperating Broker, if any	**Listing Broker**

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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

FloridaRealtors®

. initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between **BOARD OF COUNTY COMMISSION** (SELLER) and **PAMELA D. FERGUSON** (BUYER) concerning the Property described as **2923 NE 11 terrace Gainesville, Fl HIGHLAND COURT MANOR 2 PB F-9 LOT 70 OR 3955/0633**

Buyer's Initials _____ _____ ***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 $ **100.00**, 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 $ **92,000.00**. 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 docume 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 3/7/11	SELLER	Date
		LEE PINKOSON, CHAIR	
BUYER	Date	SELLER	Date
BROKER	Date 3/7/11	BROKER	Date

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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Comprehensive Rider to the Residential Contract For Sale And Purchase

FloridaRealtors®

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 BOARD OF COUNTY COMMISSION (SELLER) and PAMELA D. FERGUSON (BUYER) concerning the Property described as 2923 NE 11 terrace Gainesville, FL 32609

Buyer's Initials pdf _____ *Seller's Initials* _____ _____

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)

_____ (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.

lp (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: **Copy of Lead-Based-Paint Test Results Indicating that "No Lead Based-Paint was found".**
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

pdf (c) Buyer has received copies of all information listed above.

pdf (d) Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home.*

pdf (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)

_____ (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	Date 3/10/11
SELLER LEE PINKOSON, CHAIR	Date	BUYER	Date
Selling Licensee	Date 3/10/2011	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.

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTEST:

J. K. IRBY, CLERK

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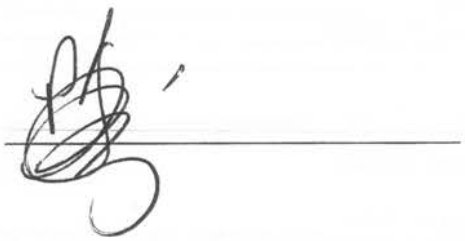
Regarding my NSP purchase-

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.



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 Pamela D. Ferguson ("Buyer") for property located at: 2923 NE 11th Terrace, 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

3/10/11
Buyer Date

3/10/11
Broker Date

Seller

Chair LEE PINKOSON, CHAIR
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

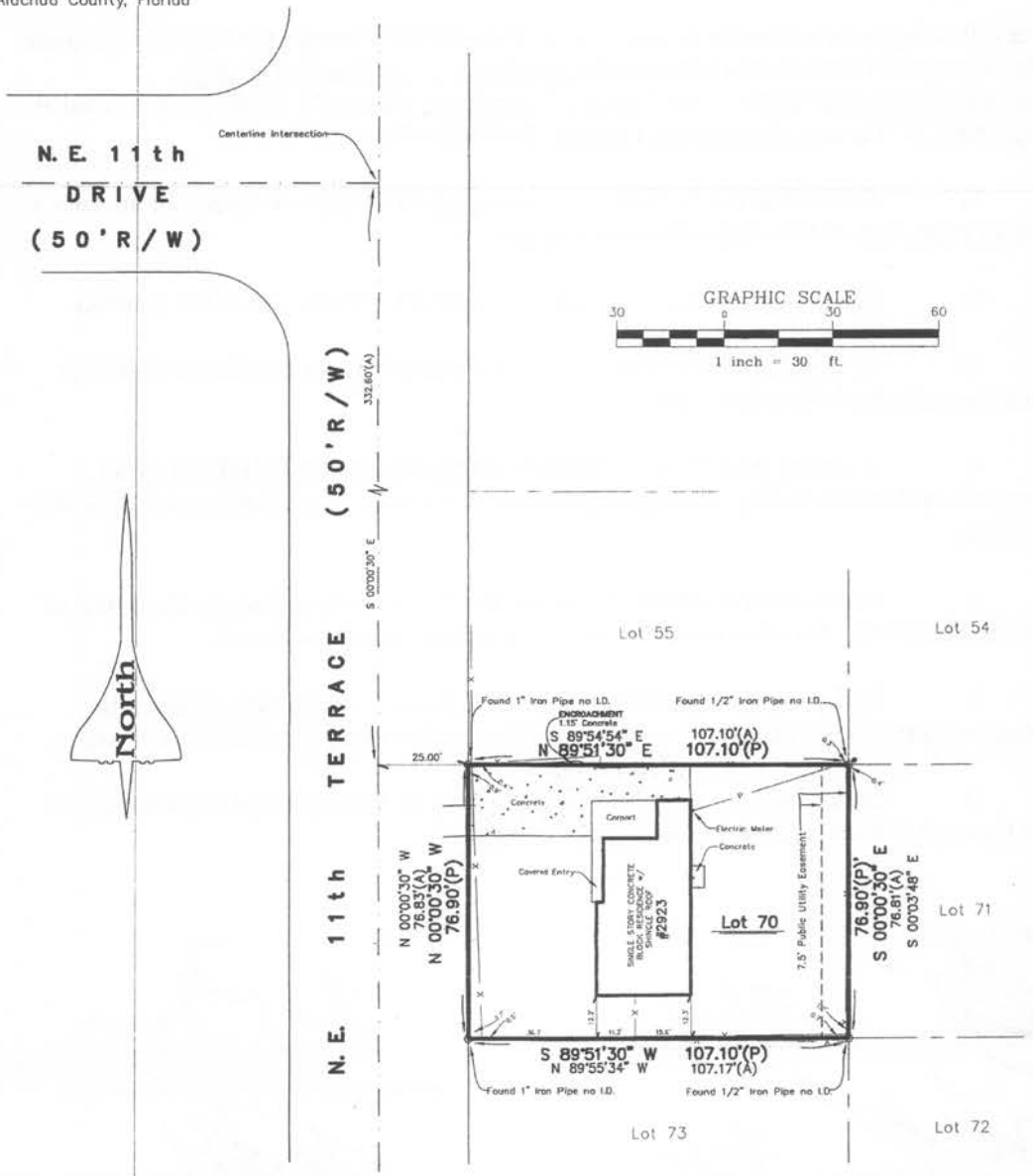
Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

BOUNDARY SURVEY

DESCRIPTION:

Lot 70 of "HIGHLAND COURT MANOR" as per plat thereof recorded in Plat Book F, Page 9 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: 04-14-10 DATE OF FIELD SURVEY: April 12, 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 East R/W line of N.E. 11th Terrace being N 00°00'30" 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 tie 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—P—
Fence Line	—X—X—
Centerline	— · —

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305 Sylvan Way
Keystone Heights, Florida 32656

Project # D0110 Drawn By: RLM

PbO3 INCORPORATED *ENVIRONMENTAL TESTING & SVC. CO.*

Report No: AC-04-08-10-01

April 8, 2010

Client: Meridian
Community Services Group, Inc.
1206 NW 22nd Ave.
Gainsville, FL 32609

Re: Alachua County

Project: LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
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	18
Appendix F Abatement Options	31

1. SUMMARY of FINDINGS

According to your instructions **P&S,** 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 7, 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 **P&S,** 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	190	0	190

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
2923 NE 11th Terrace
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/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 ≥40 ug/ft²* *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. ***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 **PbOs** 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
2923 NE 11th Terrace
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. **PbCS** estimates are based on average industry prices for the median cost option for various components. Dependant 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
2923 NE 11th Terrace
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
2923 NE 11th Terrace
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM		SITE	Results	mg/cm^2
1	4/7/2010 11:39	CALIBRATE 1		1	DRYWALL	WHITE	A	INTACT		1	2923	Positive	1.1
2	4/7/2010 11:39	CALIBRATE 2		1	DRYWALL	WHITE	A	INTACT		1	2923	Negative	0
3	4/7/2010 11:41	CALIBRATE 3		1	DRYWALL	WHITE	A	INTACT		1	2923	Positive	1
4	4/7/2010 11:41	WALL 1		1	DRYWALL	WHITE	A	INTACT		1	2923	Negative	0
5	4/7/2010 11:41	WALL 2		1	DRYWALL	WHITE	B	INTACT		1	2923	Negative	-0.35
6	4/7/2010 11:41	WALL 3		1	DRYWALL	WHITE	C	INTACT		1	2923	Negative	0
7	4/7/2010 11:41	WALL 4		1	DRYWALL	WHITE	D	INTACT		1	2923	Negative	0
8	4/7/2010 11:42	CEILING 1		1	DRYWALL	WHITE	A	INTACT		1	2923	Negative	0
9	4/7/2010 11:42	CEILING 3		1	WOOD	WHITE	A	INTACT		1	2923	Negative	0
10	4/7/2010 11:43	CEILING 4		1	WOOD	WHITE	A	INTACT		1	2923	Negative	0
11	4/7/2010 11:43	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		1	2923	Negative	0.05
12	4/7/2010 11:44	DOOR 1		1	WOOD	STAIN	A	INTACT		1	2923	Negative	0
13	4/7/2010 11:44	DOOR 3		1	WOOD	GREEN	A	INTACT		1	2923	Negative	0
14	4/7/2010 11:44	DOOR 6	THOLD		CONCRETE	GREEN	A	INTACT		1	2923	Negative	0.03
15	4/7/2010 11:45	DOOR 1	CASING		WOOD	GREEN	A	DETERIORATED		1	2923	Negative	0
16	4/7/2010 11:45	DOOR 3	CASING		WOOD	BEIGE	A	DETERIORATED		1	2923	Negative	0
17	4/7/2010 11:46	DOOR 5	CASING		WOOD	BEIGE	A	DETERIORATED		1	2923	Negative	0.3
18	4/7/2010 11:46	DOOR 8	CASING		WOOD	BEIGE	A	DETERIORATED		1	2923	Negative	0.12
19	4/7/2010 11:46	DOOR 7	CASING		WOOD	BEIGE	A	DETERIORATED		1	2923	Negative	0.14
20	4/7/2010 11:47	DOOR 1		1	WOOD	STAIN	B	INTACT		1	2923	Negative	0.01
21	4/7/2010 11:47	DOOR 3		1	WOOD	GREEN	B	INTACT		1	2923	Negative	0
22	4/7/2010 11:48	DOOR 5	CASING		WOOD	BEIGE	B	INTACT		1	2923	Negative	0
23	4/7/2010 11:48	DOOR 8	CASING		WOOD	BEIGE	B	INTACT		1	2923	Negative	0.07
24	4/7/2010 11:48	DOOR 7	CASING		WOOD	BEIGE	B	INTACT		1	2923	Negative	0.19
25	4/7/2010 11:48	CLOSET	DOOR		WOOD	BEIGE	D	INTACT		1	2923	Negative	-0.14
26	4/7/2010 11:49	CLOSET	DOOR		WOOD	BEIGE	D	INTACT		1	2923	Negative	0.01
27	4/7/2010 11:49	CLOSET	CASING		WOOD	BEIGE	D	INTACT		1	2923	Negative	0.06
28	4/7/2010 11:49	CLOSET	CASING		METAL	BEIGE	D	INTACT		1	2923	Negative	0.02
29	4/7/2010 11:49	CLOSET	WALL		DRYWALL	BEIGE	D	INTACT		1	2923	Negative	0
30	4/7/2010 11:50	CLOSET	SHELF		WOOD	BEIGE	D	INTACT		1	2923	Negative	0.02
31	4/7/2010 11:50	CLOSET	SHELF		WOOD	BEIGE	D	INTACT		1	2923	Negative	0.02
32	4/7/2010 11:50	CLOSET	ROD		METAL	BEIGE	D	INTACT		1	2923	Negative	0.09
33	4/7/2010 11:51	WALL 1		1	DRYWALL	BEIGE	A	INTACT		2	2923	Negative	-0.19
34	4/7/2010 11:51	WALL 2		1	DRYWALL	BEIGE	B	INTACT		2	2923	Negative	-0.55
35	4/7/2010 11:52	WALL 3		1	DRYWALL	BEIGE	C	INTACT		2	2923	Negative	0.02
36	4/7/2010 11:52	WALL 4		1	DRYWALL	BEIGE	D	INTACT		2	2923	Negative	0.1
37	4/7/2010 11:52	CEILING 1		1	DRYWALL	BEIGE	A	INTACT		2	2923	Negative	0.05
38	4/7/2010 11:53	BASEBOARD 1		1	WOOD	BEIGE	A	INTACT		2	2923	Negative	0.04
39	4/7/2010 11:53	BASEBOARD 2		1	WOOD	BEIGE	A	INTACT		2	2923	Negative	0.09
40	4/7/2010 11:53	CABINET 1		1	WOOD	BROWN	B	INTACT		2	2923	Negative	0.04
41	4/7/2010 11:54	CABINET 3	DOOR		WOOD	BROWN	B	INTACT		2	2923	Negative	0.03
42	4/7/2010 11:54	WINDOW 1	CASING		WOOD	BEIGE	C	INTACT		2	2923	Negative	0.07
43	4/7/2010 11:55	WINDOW 3	CASING		WOOD	BEIGE	C	INTACT		1	2923	Negative	0.04
44	4/7/2010 11:56	WALL 1		1	DRYWALL	BEIGE	A	INTACT		3	2923	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM		SITE	Results	mg/cm^2
45	4/7/2010 11:56	WALL 2		1	DRYWALL	BEIGE	B	INTACT		3	2923	Negative	0
46	4/7/2010 11:56	WALL 3		1	DRYWALL	BEIGE	C	INTACT		3	2923	Negative	0
47	4/7/2010 11:57	WALL 4		1	DRYWALL	BEIGE	D	INTACT		3	2923	Negative	0
48	4/7/2010 11:57	BASEBOARD 1		1	WOOD	BEIGE	B	INTACT		3	2923	Negative	0.02
49	4/7/2010 11:57	DOOR 1	CASING		WOOD	BEIGE	C	INTACT		3	2923	Negative	0.09
50	4/7/2010 11:58	WALL 1		1	DRYWALL	BLUE	A	INTACT		4	2923	Negative	0.26
51	4/7/2010 11:58	WALL 2		1	DRYWALL	BLUE	B	INTACT		4	2923	Negative	0.11
52	4/7/2010 11:58	WALL 3		1	DRYWALL	BLUE	C	INTACT		4	2923	Negative	0.03
53	4/7/2010 11:59	WALL 4		1	DRYWALL	BLUE	D	INTACT		4	2923	Negative	0.02
54	4/7/2010 12:00	CEILING 1		1	DRYWALL	WHITE	A	INTACT		4	2923	Negative	0.01
55	4/7/2010 12:00	DOOR 1		1	WOOD	WHITE	A	INTACT		4	2923	Negative	0.01
56	4/7/2010 12:00	DOOR 2		1	WOOD	WHITE	A	INTACT		4	2923	Negative	0
57	4/7/2010 12:00	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		4	2923	Null	0.05
58	4/7/2010 12:01	BASEBOARD 2		1	WOOD	WHITE	A	INTACT		4	2923	Negative	0.19
59	4/7/2010 12:01	DOOR 1	CASING		WOOD	WHITE	A	INTACT		4	2923	Negative	0.17
60	4/7/2010 12:01	DOOR 2	CASING		WOOD	WHITE	A	INTACT		4	2923	Negative	0
61	4/7/2010 12:01	DOOR 4	CASING		WOOD	WHITE	A	INTACT		4	2923	Negative	0.04
62	4/7/2010 12:03	WINDOW 1	CASING		WOOD	WHITE	C	INTACT		4	2923	Negative	0.2
63	4/7/2010 12:02	CLOSET	CASING		WOOD	WHITE	D	INTACT		4	2923	Negative	0.12
64	4/7/2010 12:03	CLOSET	WALL		DRYWALL	WHITE	D	INTACT		4	2923	Negative	0
65	4/7/2010 12:03	CLOSET	SHELF		WOOD	WHITE	D	INTACT		4	2923	Negative	0.1
66	4/7/2010 12:03	CLOSET	SHELF		WOOD	WHITE	D	INTACT		4	2923	Negative	0.09
67	4/7/2010 12:04	CLOSET	ROD		METAL	WHITE	D	INTACT		4	2923	Negative	0.4
68	4/7/2010 12:04	WALL 1		1	DRYWALL	WHITE	A	INTACT		5	2923	Negative	0.05
69	4/7/2010 12:05	WALL 2		1	DRYWALL	WHITE	B	INTACT		5	2923	Negative	0
70	4/7/2010 12:05	WALL 4		1	DRYWALL	WHITE	D	INTACT		5	2923	Negative	0
71	4/7/2010 12:05	WALL 5		1	DRYWALL	WHITE	D	INTACT		5	2923	Negative	0.01
72	4/7/2010 12:06	CEILING 1		1	DRYWALL	WHITE	A	INTACT		5	2923	Null	0.01
73	4/7/2010 12:06	CEILING 2		1	DRYWALL	WHITE	A	INTACT		5	2923	Negative	0
74	4/7/2010 12:06	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		5	2923	Negative	0.15
75	4/7/2010 12:07	DOOR 1		1	WOOD	WHITE	A	INTACT		5	2923	Negative	0.01
76	4/7/2010 12:07	DOOR 2		1	WOOD	WHITE	A	INTACT		5	2923	Negative	0.01
77	4/7/2010 12:07	DOOR 4	CASING		WOOD	WHITE	A	INTACT		5	2923	Negative	0.03
78	4/7/2010 12:07	DOOR 6	CASING		WOOD	WHITE	A	INTACT		5	2923	Negative	0.07
79	4/7/2010 12:08	DOOR 7	CASING		WOOD	WHITE	A	INTACT		5	2923	Negative	0.02
80	4/7/2010 12:08	CLOSET	WALL		DRYWALL	WHITE	B	INTACT		5	2923	Negative	0.03
81	4/7/2010 12:08	CLOSET	WALL		DRYWALL	WHITE	B	INTACT		5	2923	Negative	0.01
82	4/7/2010 12:09	WALL 1		1	DRYWALL	WHITE	A	INTACT		6	2923	Negative	0
83	4/7/2010 12:10	WALL 1		1	DRYWALL	WHITE	A	INTACT		6	2923	Negative	0.01
84	4/7/2010 12:10	WALL 2		1	DRYWALL	WHITE	B	INTACT		6	2923	Negative	0
85	4/7/2010 12:10	WALL 3		1	DRYWALL	WHITE	C	INTACT		6	2923	Negative	0.03
86	4/7/2010 12:11	WALL 4		1	DRYWALL	WHITE	D	INTACT		6	2923	Negative	0
87	4/7/2010 12:11	CEILING 1		1	DRYWALL	WHITE	A	INTACT		6	2923	Negative	0.01
88	4/7/2010 12:11	BASEBOARD 1		1	WOOD	WHITE	C	INTACT		6	2923	Negative	0.01
89	4/7/2010 12:12	WINDOW 1	CASING		WOOD	WHITE	C	INTACT		6	2923	Negative	0.02
90	4/7/2010 12:12	DOOR 1	CASING		WOOD	WHITE	D	INTACT		6	2923	Negative	0.02

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM		SITE	Results	mg/cm^2
91	4/7/2010 12:12	DOOR 2	CASING		WOOD	WHITE	D	INTACT		6	2923	Negative	0.01
92	4/7/2010 12:12	DOOR 3	CASING		WOOD	WHITE	D	INTACT		6	2923	Negative	0.03
93	4/7/2010 12:13	DOOR 5		1	WOOD	WHITE	D	INTACT		6	2923	Negative	0.02
94	4/7/2010 12:13	DOOR 6		1	WOOD	WHITE	D	INTACT		6	2923	Negative	0.01
95	4/7/2010 12:14	WALL 1		1	DRYWALL	WHITE	A	INTACT		7	2923	Negative	0.01
96	4/7/2010 12:14	WALL 2		1	DRYWALL	WHITE	B	INTACT		7	2923	Negative	0.03
97	4/7/2010 12:14	WALL 3		1	DRYWALL	WHITE	C	INTACT		7	2923	Negative	0.04
98	4/7/2010 12:15	WALL 4		1	DRYWALL	WHITE	D	INTACT		7	2923	Negative	0.08
99	4/7/2010 12:15	CEILING 1		1	DRYWALL	WHITE	A	INTACT		7	2923	Negative	0.04
100	4/7/2010 12:15	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		7	2923	Negative	0.01
101	4/7/2010 12:16	DOOR 1		1	WOOD	WHITE	A	INTACT		7	2923	Negative	0
102	4/7/2010 12:16	DOOR 2		1	WOOD	WHITE	A	INTACT		7	2923	Negative	0
103	4/7/2010 12:16	DOOR 4	CASING		WOOD	WHITE	A	INTACT		7	2923	Null	0
104	4/7/2010 12:16	DOOR 5	CASING		WOOD	WHITE	A	INTACT		7	2923	Negative	0
105	4/7/2010 12:16	DOOR 6	CASING		WOOD	WHITE	A	INTACT		7	2923	Negative	0.02
106	4/7/2010 12:17	CLOSET	CASING		WOOD	WHITE	A	INTACT		7	2923	Negative	0.01
107	4/7/2010 12:17	CLOSET	DOOR		METAL	WHITE	A	INTACT		7	2923	Negative	0.02
108	4/7/2010 12:17	CLOSET	DOOR		METAL	WHITE	A	INTACT		7	2923	Negative	0.01
109	4/7/2010 12:17	CLOSET	WALL		DRYWALL	WHITE	A	INTACT		7	2923	Negative	0
110	4/7/2010 12:18	CLOSET	SHELF		WOOD	WHITE	A	INTACT		7	2923	Negative	0.1
111	4/7/2010 12:18	CLOSET	SHELF		WOOD	WHITE	A	INTACT		7	2923	Negative	0.02
112	4/7/2010 12:18	WINDOW 1	CASING		WOOD	WHITE	D	INTACT		7	2923	Negative	0.02
113	4/7/2010 12:19	WALL 1		1	DRYWALL	WHITE	A	INTACT		8	2923	Negative	0
114	4/7/2010 12:19	WALL 2		1	DRYWALL	WHITE	B	INTACT		8	2923	Negative	0.01
115	4/7/2010 12:20	WALL 3		1	DRYWALL	WHITE	C	INTACT		8	2923	Negative	0
116	4/7/2010 12:20	WALL 4		1	DRYWALL	WHITE	D	INTACT		8	2923	Negative	0
117	4/7/2010 12:20	CEILING 1		1	DRYWALL	WHITE	A	INTACT		8	2923	Negative	0
118	4/7/2010 12:21	WINDOW 1	CASING		WOOD	WHITE	A	INTACT		8	2923	Negative	0.4
119	4/7/2010 12:21	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		8	2923	Negative	-0.16
120	4/7/2010 12:21	DOOR 1		1	WOOD	WHITE	C	INTACT		6	2923	Negative	-0.07
121	4/7/2010 12:22	DOOR 2		1	WOOD	WHITE	C	INTACT		6	2923	Negative	0
122	4/7/2010 12:22	DOOR 4	CASING		WOOD	WHITE	C	INTACT		6	2923	Negative	0.04
123	4/7/2010 12:22	DOOR 5	CASING		WOOD	WHITE	C	INTACT		6	2923	Negative	0.02
124	4/7/2010 12:22	DOOR 7	CASING		WOOD	WHITE	C	INTACT		6	2923	Negative	0.12
125	4/7/2010 12:23	CLOSET	CASING		WOOD	WHITE	C	INTACT		6	2923	Negative	0
126	4/7/2010 12:23	CLOSET	WALL		DRYWALL	WHITE	C	INTACT		6	2923	Negative	0
127	4/7/2010 12:23	CLOSET	SHELF		WOOD	WHITE	C	INTACT		6	2923	Negative	0.25
128	4/7/2010 12:24	CLOSET	SHELF		WOOD	WHITE	C	INTACT		6	2923	Negative	0.07
129	4/7/2010 12:24	CLOSET	ROD		METAL	WHITE	C	INTACT		6	2923	Negative	-0.16
130	4/7/2010 12:25	WALL 1		1	DRYWALL	WHITE	A	INTACT		9	2923	Negative	0
131	4/7/2010 12:25	WALL 2		1	DRYWALL	WHITE	B	INTACT		9	2923	Negative	0
132	4/7/2010 12:26	WALL 3		1	DRYWALL	WHITE	C	INTACT		9	2923	Negative	0
133	4/7/2010 12:26	WALL 4		1	DRYWALL	WHITE	D	INTACT		9	2923	Negative	0
134	4/7/2010 12:26	CEILING 1		1	DRYWALL	WHITE	A	INTACT		9	2923	Null	0.01
135	4/7/2010 12:26	CEILING 2		1	DRYWALL	WHITE	A	INTACT		9	2923	Negative	-0.05
136	4/7/2010 12:27	BASEBOARD 1		1	WOOD	WHITE	A	INTACT		9	2923	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
Gainesville, FL

Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM		SITE	Results	mg/cm^2
137	4/7/2010 12:27	WINDOW 1	CASING		WOOD	WHITE	A	INTACT		9	2923	Negative	0.5
138	4/7/2010 12:28	CLOSET	CASING		WOOD	WHITE	B	INTACT		9	2923	Negative	0
139	4/7/2010 12:28	WALL 1		1	DRYWALL	WHITE	B	INTACT		9	2923	Negative	0
140	4/7/2010 12:29	CLOSET	WALL		DRYWALL	WHITE	B	INTACT		9	2923	Negative	0.02
141	4/7/2010 12:29	CLOSET	SHELF		WOOD	WHITE	B	INTACT		9	2923	Negative	0.01
142	4/7/2010 12:30	CLOSET	SHELF		WOOD	WHITE	B	INTACT		9	2923	Negative	0.04
143	4/7/2010 12:30	DOOR 1		1	WOOD	WHITE	C	INTACT		9	2923	Negative	0
144	4/7/2010 12:30	DOOR 2		1	WOOD	WHITE	C	INTACT		9	2923	Negative	0
145	4/7/2010 12:30	DOOR 4	CASING		WOOD	WHITE	C	INTACT		9	2923	Negative	0.04
146	4/7/2010 12:31	DOOR 5	CASING		WOOD	WHITE	C	INTACT		9	2923	Negative	0.01
147	4/7/2010 12:31	DOOR 8	CASING		WOOD	WHITE	C	INTACT		9	2923	Negative	0.02
148	4/7/2010 12:31	BASEBOARD 1		1	WOOD	WHITE	C	INTACT		9	2923	Negative	-0.17
149	4/7/2010 12:32	WALL 1		1	DRYWALL	WHITE	A	INTACT		10	2923	Negative	0
150	4/7/2010 12:32	WALL 2		1	DRYWALL	WHITE	C	INTACT		10	2923	Negative	0
151	4/7/2010 12:32	WALL 3		1	DRYWALL	WHITE	D	INTACT		10	2923	Negative	0
152	4/7/2010 12:33	CEILING 1		1	DRYWALL	WHITE	A	INTACT		10	2923	Negative	0
153	4/7/2010 12:33	BASEBOARD 1		1	WOOD	WHITE	A	DETERIORATED		10	2923	Negative	0.01
154	4/7/2010 12:34	CABINET 1		1	WOOD	WHITE	A	INTACT		10	2923	Negative	0.08
155	4/7/2010 12:34	CABINET 3	SHELF		WOOD	WHITE	A	INTACT		10	2923	Negative	0.01
156	4/7/2010 12:34	CABINET 5	DOOR		WOOD	WHITE	A	INTACT		10	2923	Negative	0.05
157	4/7/2010 12:35	CABINET 7	DOOR		WOOD	WHITE	C	INTACT		10	2923	Negative	0.02
158	4/7/2010 12:35	CLOSET	DOOR		WOOD	WHITE	D	INTACT		10	2923	Negative	0
159	4/7/2010 12:36	CLOSET	CASING		WOOD	WHITE	D	INTACT		10	2923	Negative	0.03
160	4/7/2010 12:36	CLOSET	SHELF		WOOD	WHITE	D	INTACT		10	2923	Negative	0.01
161	4/7/2010 12:36	CLOSET	WALL		DRYWALL	WHITE	D	INTACT		10	2923	Negative	0
162	4/7/2010 12:37	WALL 1		1	BLOCK	BEIGE	EXT A	INTACT	EXTERIOR		2923	Null	0
163	4/7/2010 12:37	WALL 2		1	BLOCK	BEIGE	EXT A	INTACT	EXTERIOR		2923	Negative	0
164	4/7/2010 12:38	WINDOW 1	SILL		BLOCK	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0
165	4/7/2010 12:39	CEILING 1		1	WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Null	0.6
166	4/7/2010 12:40	CEILING 2		1	WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.8
167	4/7/2010 12:40	CEILING 4		1	WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.2
168	4/7/2010 12:40	CEILING 5		1	WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.8
169	4/7/2010 12:41	ROOF 1	SOFFIT		WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.5
170	4/7/2010 12:42	ROOF 2	SOFFIT		WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.8
171	4/7/2010 12:42	ROOF 3	SOFFIT		WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0.5
172	4/7/2010 12:42	ROOF 5	FASCIA		WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Null	0
173	4/7/2010 12:42	ROOF 8	FASCIA		WOOD	GREEN	EXT A	INTACT	EXTERIOR		2923	Negative	0
174	4/7/2010 12:43	WALL 1		1	BLOCK	BEIGE	EXT D	INTACT	EXTERIOR		2923	Negative	0
175	4/7/2010 12:44	WINDOW 1	SILL		BLOCK	GREEN	EXT D	INTACT	EXTERIOR		2923	Negative	0
176	4/7/2010 12:45	ROOF 1	SOFFIT		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Null	0.2
177	4/7/2010 12:45	ROOF 2	SOFFIT		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Negative	0.17
178	4/7/2010 12:45	ROOF 4	SOFFIT		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Null	0.13
179	4/7/2010 12:45	ROOF 6	SOFFIT		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Negative	0.23
180	4/7/2010 12:46	ROOF 8	FASCIA		WOOD	GREEN	EXT D	DETERIORATED	EXTERIOR		2923	Negative	0.4
181	4/7/2010 12:47	GABLE 1	WALL		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Null	0.2
182	4/7/2010 12:47	GABLE 2	WALL		WOOD	GREEN	EXT D	INTACT	EXTERIOR		2923	Negative	0.4

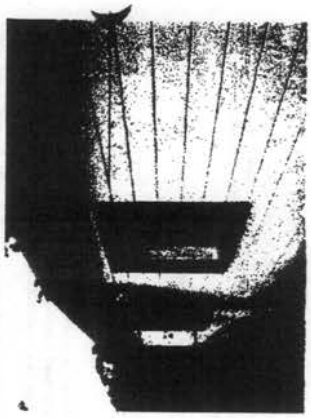
Reading No	Time	COMPONENT	FEATURE		SUBSTRATE	COLOR	SIDE	CONDITION	ROOM	SITE	Results	mg/cm^2
183	4/7/2010 12:48	WALL 1		1	BLOCK	GREEN	EXT B	INTACT	EXTERIOR	2923	Null	0
184	4/7/2010 12:48	WALL 2		1	BLOCK	BEIGE	EXT B	INTACT	EXTERIOR	2923	Negative	0
185	4/7/2010 12:50	GABLE 1	WALL		WOOD	BEIGE	EXT B	INTACT	EXTERIOR	2923	Negative	0.6
186	4/7/2010 12:51	CEILING 1		1	WOOD	BEIGE	EXT B	INTACT	CARPORT	2923	Negative	0.5
187	4/7/2010 12:52	CEILING 3	BEAM		WOOD	GREEN	EXT B	INTACT	CARPORT	2923	Negative	0.18
188	4/7/2010 12:52	COLUMN 1		1	METAL	GREEN	EXT B	INTACT	CARPORT	2923	Null	0.9
189	4/7/2010 12:52	COLUMN 2		1	METAL	GREEN	EXT B	INTACT	CARPORT	2923	Negative	0.9
190	4/7/2010 12:53	FLOOR 1		1	CONCRETE	GREY	EXT B	INTACT	CARPORT	2923	Negative	0.01
191	4/7/2010 12:54	WALL 1		1	WOOD	BEIGE	EXT A	INTACT	CARPORT	2923	Negative	0.4
192	4/7/2010 12:54	WALL 3		1	CONCRETE	BEIGE	EXT A	INTACT	CARPORT	2923	Negative	0.29
193	4/7/2010 12:55	DOOR 1		1	METAL	BEIGE	EXT A	INTACT	CARPORT	2923	Negative	0
194	4/7/2010 12:55	DOOR 3	CASING		METAL	GREEN	EXT A	INTACT	CARPORT	2923	Negative	0
195	4/7/2010 12:56	ROOF 1	SOFFIT		WOOD	GREEN	EXT B	INTACT	CARPORT	2923	Negative	0.5
196	4/7/2010 12:58	ROOF 3	FASCIA		WOOD	GREEN	EXT B	INTACT	CARPORT	2923	Negative	0.15
197	4/7/2010 12:57	WALL 1		1	METAL	BEIGE	EXT B	INTACT	CARPORT	2923	Negative	0.8
198	4/7/2010 12:58	WALL 3		1	WOOD	BEIGE	EXT C	INTACT	EXTERIOR	2923	Negative	0.5
199	4/7/2010 12:58	WINDOW 1	CASING		WOOD	GREEN	EXT C	INTACT	EXTERIOR	2923	Null	0
200	4/7/2010 12:58	WINDOW 3	CASING		WOOD	GREEN	EXT C	INTACT	EXTERIOR	2923	Negative	0
201	4/7/2010 12:59	WINDOW 4	CASING		WOOD	GREEN	EXT C	INTACT	EXTERIOR	2923	Negative	0
202	4/7/2010 12:59	WALL 1	CASING		WOOD	BEIGE	EXT C	DETERIORATED	EXTERIOR	2923	Negative	0.7
203	4/7/2010 13:00	ELECTRIC PANEL 1		1	METAL	BEIGE	EXT C	DETERIORATED	EXTERIOR	2923	Null	0.3
204	4/7/2010 13:00	ELECTRIC PANEL 3		1	METAL	BEIGE	EXT C	DETERIORATED	EXTERIOR	2923	Negative	0.5
205	4/7/2010 13:01	WALL 1		1	BLOCK	BEIGE	EXT C	INTACT	EXTERIOR	2923	Negative	0
206	4/7/2010 13:02	ROOF 1	SOFFIT		WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	2923	Null	0.9
207	4/7/2010 13:02	ROOF 3	SOFFIT		WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	2923	Negative	0.7
208	4/7/2010 13:03	ROOF 5	FASCIA		WOOD	GREEN	EXT C	DETERIORATED	EXTERIOR	2923	Negative	0

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
Gainesville, FL

APPENDIX C

DRAWING

IMGP2557.JPG



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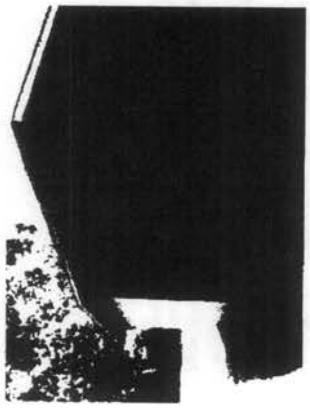

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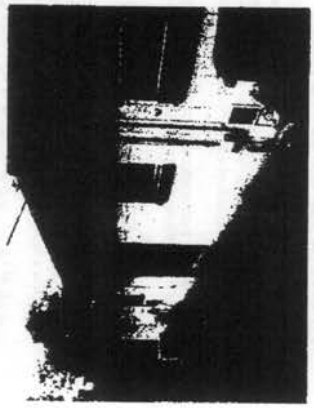

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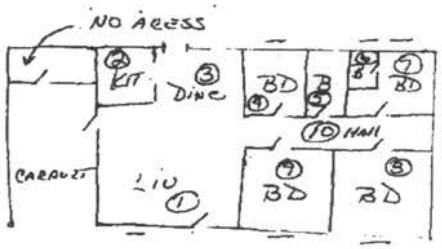

2923 NE 11th Terrace
Gainesville Fl

APPENDIX D

LEAD PRECAUTIONARY PROCEDURES

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
Gainesville, FL

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.**

PbQs 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 PbQs if you have any questions regarding this report, *(386) 668-4545*.

Additional proposals and consulting services are available from PbQs.

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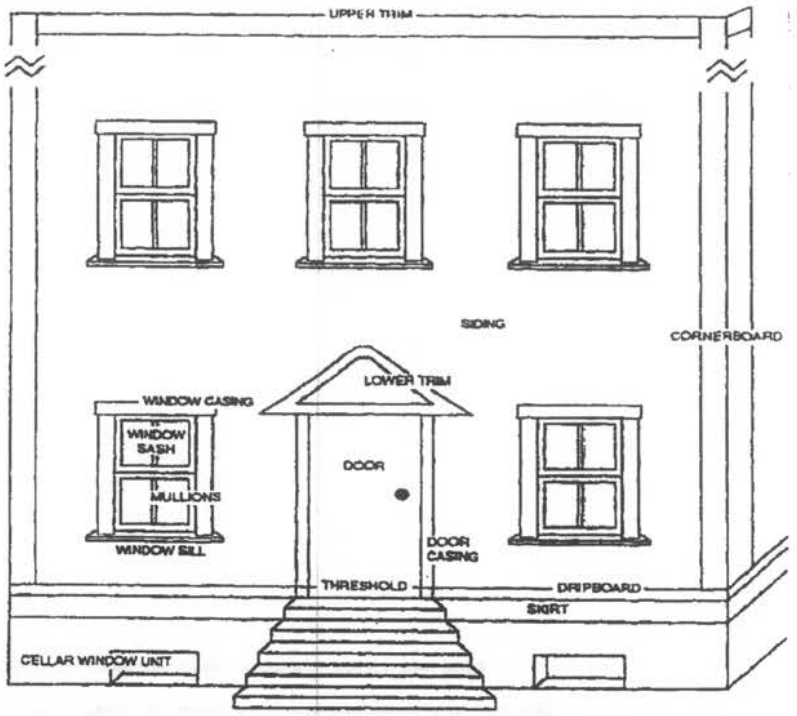
APPENDIX E

COMMON TERMS FOR COMPONENTS AND TESTING LAYOUT



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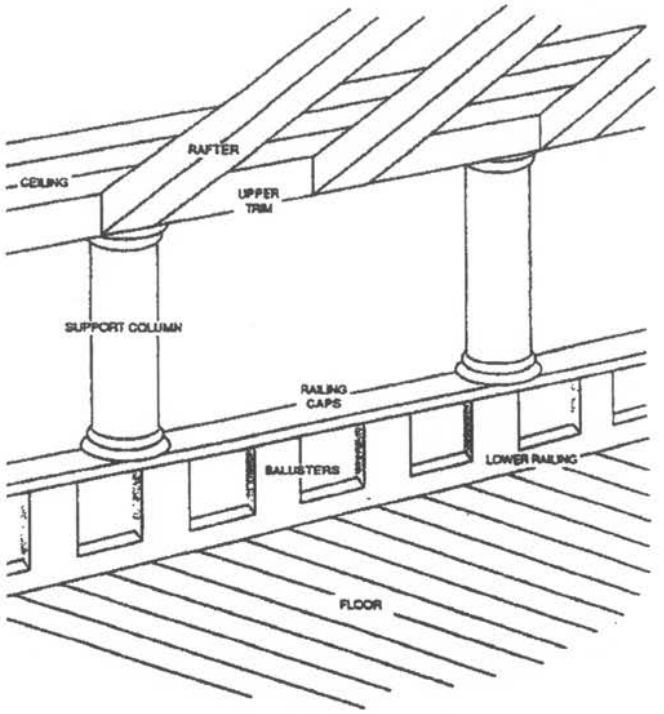
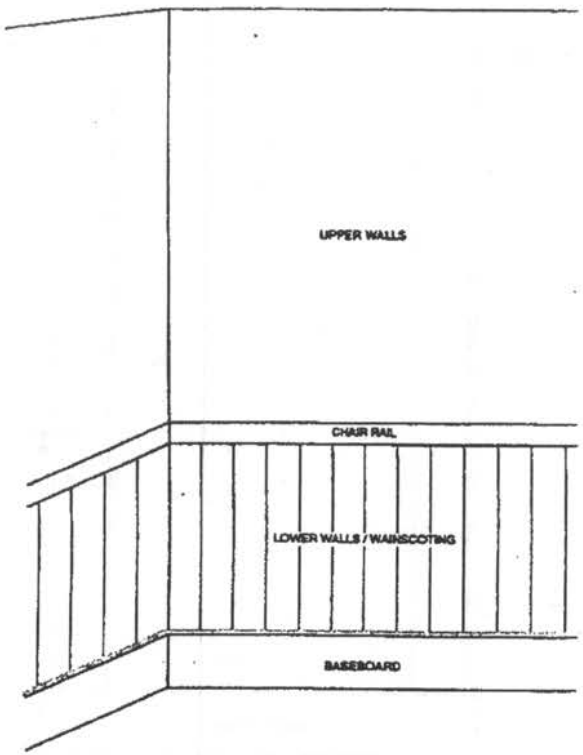
2923 NE 11th Terrace
Gainesville, FL





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2923 NE 11th Terrace
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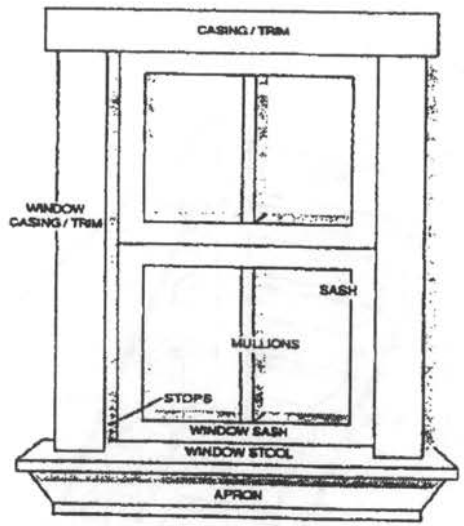
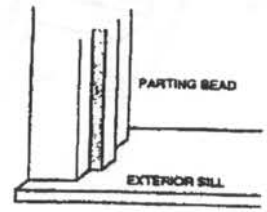
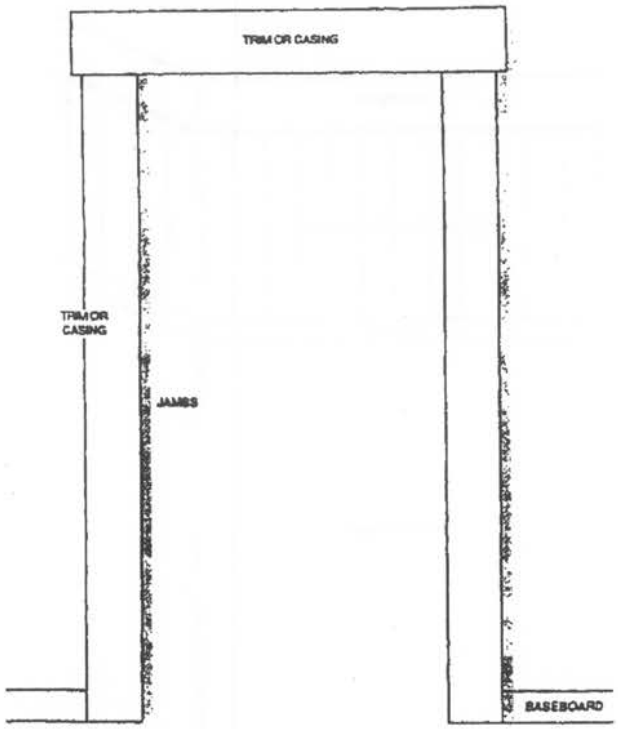
INSIDE VIEW







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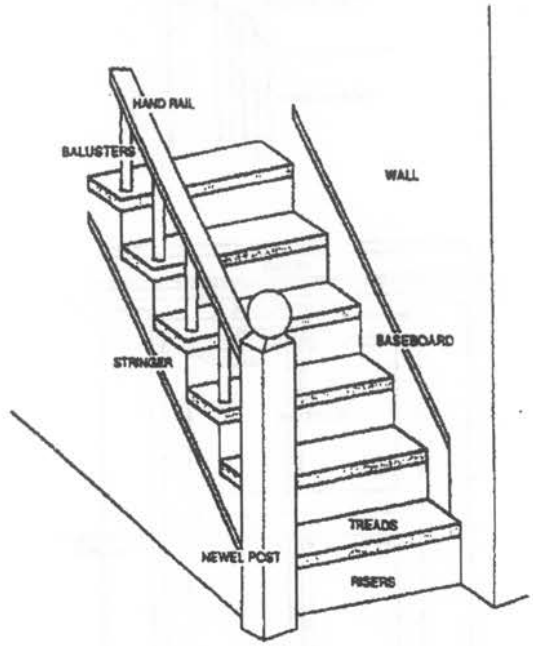
2923 NE 11th Terrace
Gainesville, FL



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 decilitar), 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/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
2923 NE 11th Terrace
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
2923 NE 11th Terrace
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. **PBG** 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
2923 NE 11th Terrace
Gainesville, FL

NOTES:

LEAD - BASED PAINT INSPECTION REPORT
2923 NE 11th Terrace
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

April 12, 2011 Regular BoCC Meeting
Agenda Item #49

Title
MV Transport, Inc. Agreement with Alachua County (Amended)

Amount
$198,190.00

Description
Request Approval with the Agreement between Alachua County and MV Transportation, Inc. for the provision of a deviated fixed route pilot service known as the ALCO Connector.

Recommendation
Approve the Agreement Between Alachua County and MV Transportation, Inc. for the ALCO Connector.

Alternative(s)
Do not approve the Agreement Between Alachua County and MV Transportation, Inc. for the ALCO Connector.

Requested By
Elmira K. Warren/Bonnie Hinson/Cathie Whitney 264-6706

Originating Department
Community Support Services

Attachment(s) Description
Agreement between Alachua County and MV Transportation, Inc.

Documents Requiring Action
Agreement between Alachua County and MV Transportation, Inc.

Executive Summary
This is an Agreement between Alachua County and MV Transportation, Inc. for the provision of a deviated fixed route pilot service known as the ALCO Connector. This pilot project will have routes to Archer, Newberry and Alachua. Alachua County will pay $57.21 per revenue service hour totaling $188,190.00. $10,000 is also included for advertisement.

Background
County staff, representatives from the transportation community and MV Transportation, Inc. have worked closely again to determine the best use of this funding. After several meetings a concensus has been reached that this pilot project would be the best use of these funds.The Alachua County Transportation Disadvantaged Board was also involved with this decision and has submitted a letter of support to the BoCC.This pilot project is hoping to document need.

Issues
The funding for this pilot project is a non-recurring source of income. Once it is depleted this deviated fixed route will end unless some other source of funding becomes available.

Fiscal Recommendation
Approve the Agreement; No additional County dollars are required for this pilot project.

Fiscal Alternative(s)
Disapprove the Agreement and utilize funds for something else.

Funding Sources
State of Florida

Account Code(s)
151-2907-544.34-10

Attachment: MV Alco Connector Final.pdf

AGREEMENT BETWEEN
ALACHUA COUNTY AND
MV CONTRACT TRANSPORTATION, INC.

ALCO CONNECTOR

THIS AGREEMENT, made and entered this 12 day of ~~March~~ April ALO, 2011, is made by and between Alachua County, a political subdivision of the State of Florida, and through its Board of County Commissioners, hereinafter referred to as "County", and MV Contract Transportation, Inc., a for profit corporation, serving as the Coordinated Transportation Provider, hereinafter referred to as "MVT."

WHEREAS, the County applied for and was awarded certain grant funding in the amount of $198,190.00 for the provision of a deviated fixed route pilot service, collectively referred to as the "ALCO Connector";

WHEREAS, MVT has the technical expertise necessary to manage and operate the ALCO Connector as a pilot project and the County desires to contract with MVT to operate the service,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and MVT do hereby agree as follows:

Section 1. TERM. The term of this Agreement shall commence on the 1st day of March 2011, and shall continue in full force and effect through and including the 31st day of December, 2011, unless earlier terminated.

Section 2. SCOPE OF SERVICES. The ALCO Connector pilot project will run as follows:

Route ALCO1 - Gainesville Butler Plaza 3223 Southwest 35th Boulevard Gainesville, FL 32608 to end at the Archer City Hall 16870 SW 134th Ave Archer Fl 32618; two(2) days a week

Route ALCO 2 – The Oaks Mall 6419 Newberry Rd Gainesville FL 32605 to the City of Newberry City Hall 25440 W Newberry Rd, Newberry, FL 32669; two(2) days a week

Route ALCO3 – Wal-Mart Parking Lot 2649 NW 13th St, Gainesville FL 32609 to Hitchcock's Grocery Store 15560 NW 142nd Alachua, FL 32615; two(2) days a week. Every other trip, route will travel to High Springs by reservation only.

Each route will have ¾ of a mile deviation to provide curb to curb service. Same day reservations to request the vehicle to deviate for a pick up can be made up to 2 hours in advance from the set schedule times. Start time for routes will coincide with RTS bus schedule times. Each route Gainesville starting point has four 4 RTS buses connecting at

the location. The bus will perform a round trip during rush hour in the morning and afternoon for an estimated 7 to 8 hours per day.

Section 3. CHANGES. The County may at any time, request changes within the general scope of this Agreement. If any such change will cause an anticipated increase in the cost of, or the time required for, the performance or any part of the work under this Agreement, or would result in an anticipated increase or decrease in MVT's total number of annual trips or annual revenue hours of fifteen (15%) or more, or an increase in the deadhead hours, the County shall make an equitable adjustment to MVT's rates and the Agreement will be amended accordingly by written change order. Changes to this Agreement shall be effective only upon written agreement between the parties. Each change to this Agreement shall be sequentially numbered as a change order or amendment hereto and signed by authorized representative(s) of the County and MVT.

Section 5. COMPENSATION. MVT will be compensated according to the following rates schedule:

Service	Rate*
Deviated Fixed Route	$57.21

* For Deviated Fixed Route Service the County shall pay MVT per revenue service hour. A revenue service hour is defined as all billable hours associated with operation of the service, from operator clock-in to operator clock-out, to include time performing pre-shift vehicle inspections, time driving to and from the fueling location, fueling time, time driving from the vehicle parking area to the routes, driving time for vehicle maintenance, driver training, and time driving the routes. The total amount of compensation provided by the County for the Deviated Fixed Route Service will not exceed $188,190.00. The County shall compensate MV Transportation for advertisement of the Deviated Fixed Route Service in the amount of $10,000 in addition to the funding for deviated fixed route services provided hereunder.

In addition to the rates stated above, MVT shall also retain all fares collected and received as partial payment for services rendered. The following fares shall be collected for each type of service:

Connector Fares: $1.00 – Fixed route service (stop to stop)
$2.00 – Deviated Fixed Route curb to curb service

Section 6. RATE ADJUSTMENTS. The County or MVT may request immediate re-negotiation of rates contained in Section 5 of this Agreement in the event of any of the following occurrences during the term of this Agreement or any extensions thereof:

A. An anticipated increase or decrease in the number of trips or revenue service hours provided of fifteen percent (15%) or more.

B. Government-mandated increase in employee wages, payroll taxes or fringe benefits, to include but not limited to health care benefits, applicable to employees of MVT.

C. Changes in laws or regulations adopted by Federal, State, Regional or Local governmental bodies that result in increases or decreases in MVT's operating costs.

Section 7. METHOD OF PAYMENT. For its assumption and performance of duties, obligations and responsibilities set forth herein, MVT shall be paid as follows:

A. As a condition precedent for any payment, MVT 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.

B. MVT's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the time expended, and 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 MVT, which signature shall constitute MVT'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, and that the amount requested is currently due and owing, there being no reason known to MVT that payment of any portion thereof should be withheld. MVT shall submit invoices to the County at the following address:

Elmira K. Warren, Director
Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641
Attn: Bonnie Hinson

C. Payments of 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://www.co.alachua.fl.us/gov/dept/adminservices/purchasing/)to:

MV Transportation, Inc
3713 SW 42nd Ave Suite #3
Gainesville, FL 32608

Section 8. DEFAULT AND TERMINATION.

A. The failure of either party to comply with any provision of this agreement will place that party in default. Prior to terminating the agreement, the party

claiming default will notify the other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will give the other party fourteen (14) days to cure the default. The Community Support Services Director 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 MVT.

B. The County may terminate the agreement without cause by first providing at least twenty four (24) hours written notice to the MVT prior to the termination date. The County's Community Support Services Director Director is authorized to provide written notice of termination on behalf of the County.

C. If funds to finance this Agreement are exhausted or become unavailable, either party may terminate this Agreement with by providing the other party at least twenty-four (24) hours written notice. In no event shall MVT be expected or required to perform services in the absence of sufficient funding necessary to pay MVT for services performed.

D. Either party may terminate this Agreement for convenience by providing the other party with at least thirty (30) days advance written notice. Such notice shall identify and effective date of termination. MVT shall be paid for all work satisfactorily completed prior to the effective date of such termination.

Section 10. 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 MVT shall keep and make available to the County for inspection and copying, upon written request by the County, all records in MVT's possession relating to the contract. Additionally, the MVT 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, MVT may claim that some or all of MVT'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 MVT in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. MVT 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 MVT as "Confidential Information" or "CI".

The County shall promptly notify the MVT in writing of any request received by the County for disclosure of MVT's Confidential Information and the MVT may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. MVT 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. MVT shall investigate, handle, respond to, and defend, using counsel chosen by the County, at MVT's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. MVT 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. MVT releases County from claims or damages related to disclosure by County.

Section 9. INDEPENDENT CONTRACTOR. In the performance of this Agreement, MVT will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. MVT shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by MVT in the full performance of this Agreement. Neither MVT nor any of its employees, officers, agents or any other individual directed to act on behalf of MVT 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 MVT which may be represented by MVT in performance of this Agreement shall not be construed to be the policies or decisions of the County.

Section 10. ASSIGNMENT. MVT shall not assign, convey, pledge, sublet, or otherwise dispose of any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the County.

Section 11. 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, 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.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

Section 12. INSURANCE. During the term of this Agreement, MVT shall provide and maintain insurance of the types and amounts as stated in Attachment A

Section 13. LAW AND REGULATIONS.

A. MVT will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. MVT 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.

Section 14. 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 15. SUCCESSORS AND ASSIGNS. The County and MVT 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

Section 16. SEVERABILITY. If any provision 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 17. GOVERNING LAW AND VENUE. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 18. FORCE MAJEURE. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.

Section 19. COLLUSION. By signing this Agreement, MVT 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 20. CONFLICT OF INTEREST. MVT warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The MVT shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 21. THIRD PARTY BENEFICIARIES. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 22. 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

Section 23. NON WAIVER. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

Section 24. GOVERNING LAW AND VENUE. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 25. ATTACHMENTS. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

Section 26. AMENDMENTS. The parties may amend this Agreement only by mutual written agreement of the parties.

Section 27. CAPTIONS AND SECTION HEADINGS. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

Section 28. 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.

Section 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

Section 30. ENTIRE AGREEMENT. This agreement constitutes the entire agreement and supercedes 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 uses and purposes herein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

ATTEST:

J. K. Irby, Clerk

APPROVED AS TO FORM:

Alachua County Attorney's Office

MV Contract Transportation, Inc.

By: _____

Print BRAD CORNELSEN

Title: CFO

Date: 2/25/11

Attest (by Corporate Officer)

By: _____

Print: DANIEL LEE

Title: DIRECTOR, CONTRACTS

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

MVT 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 MVT, 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. **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 MVT; products and completed operations of MVT; or automobiles owned, leased, hired or borrowed by MVT.

2 MVT'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 MVT'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 MVT for the County.

C All Coverages

1 MVT 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.

V. **SUBCONTRACTORS**.

MVT 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

April 12, 2011 Regular BoCC Meeting
Agenda Item #50

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
Adopt the Resolution, 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- 32

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 12th day of April, 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 COMMISSIONER
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-107
GROUP NUMBER	3675
PERIOD/DATE	03/2011

#	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
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ALACHUA COUNTY, FL

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

RECEIVED
2011 MAR 24 PM 4 15
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT

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
ear Additions (FY11 and Prior Adjustments)	**552,189**	**552,189**	**0**	**0**	**0**	**0**	**0**	**0**
apital Preservation: General Facilities (200)	**3,218,459**	**1,052,189**	**171,120**	**589,000**	**1,100,000**	**306,150**	**0**	**0**

April 12, 2011 Regular BoCC Meeting
Agenda Item #51

Title
Public Safety: Emergency Medical Services County Grant Award Application and Resolution (Amended)

Amount
$45,615.00

Description
Request Approval of the Emergency Medical Services Grant Application and Resolution Authorizing the Grant Application

Recommendation
Approve the Emergency Medical Services Grant Application and Adopt the Resolution Authorizing the Grant Application

Alternative(s)
Do not approve the grant application and resolution

Requested By
Mitch Harrell 384-3134

Originating Department
Public Safety

Attachment(s) Description
Emergency Medical Services Grant Application, Resolution Authorizing the Application, and Award Letter

Documents Requiring Action
Emergency Medical Services Grant Application and Resolution Authorizing the Application

Executive Summary
The Department of Health, Bureau of Emergency Medical Services is authorized by Chapter 401, Part II, F.S., to dispense grant funds. Forty-five (45) percent of these funds are made available to the 67 boards of county commissioners (BoCCs) to improve and expand pre-hospital EMS systems in their county. Each County is required to submit a Grant Application, Expenditure Plan, and Resolution for the use of these funds. The State is now dispersing fund in two payments during the grant period. The first dispersement for the FY11 grant award for Alachua County is $45,615.00.

Background
Chapter 401 of the Florida Statutes authorizes the Florida Department of Health to award funds to eligible Florida counties for the enhancement of Emergency Medical Services. These funds are collected from surcharges on moving violations issued within the county and awarded to each eligible County for the purpose of improving and/or expanding their pre-hospital Emergency Medical Services. This is an annual process which requires no matching funds. Alachua County has been notified that the FY11 grant award for the first six (6) months will be $45,615.00. The grant funds will be distributed as follows: Alachua County Public Safety $30,000.00, and Gainesville Fire Rescue (GFR) $14,702.70, and North Central Florida Trauma Agency $912.30.

Issues
The deadline for receipt of the complete grant application and resolution is April 14, 2011. This is a recurring grant which was anticipated in the FY11 Adopted Budget. This grant requires no local match.

Fiscal Recommendation
Receipt of $45,615.00 Grant Revenue for Emergency Medical Services

Fiscal Alternative(s)
Loss of $45,615.00 grant funds

Funding Sources
Emergency Medical Service Grant Fund

Account Code(s)
122-5450-various

Attachment: EMS Grant Award Letter 04122011.pdf
Attachment: EMS Grant Resolution 04122011.pdf
Attachment: EMS Grant Application 2011 Final.pdf

FLORIDA DEPARTMENT OF HEALTH

Rick Scott
Governor

January 10, 2011

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

Dear Chairman:

On November 2, 2010, the Chief of the state Bureau of Emergency Medical Services (EMS) sent you a letter that explained a two payment process for your FY 2010-2011 county grant. You may now apply for the first of the two payments. The deadline is April 14, 2011, 5:00 PM, Eastern Daylight Saving Time.

The total for your budget must be $45,615.00, which is 45 percent of the funds your county deposited between July 1, 2010 and December 31, 2010 into the state EMS Trust Fund under section 401.113(1), *Florida Statutes*.

We will send you the amount of the second payment in July 2011 so you may apply for this payment. It will be 45 percent of your deposits this year from January 1 through June 30, 2011.

All budgets must improve and expand EMS because replacement and continuation are not allowed for any county per section 401.113 (1), *Florida Statutes*. We are again using the same grant booklet and forms, but if you need a copy please obtain them at http://www.fl-ems.com/Grants/Grants.html or contact me.

The forms to submit are pages 3-5 in the grant booklet. Item 4 in the application describes and requires a current resolution from you. Complete and return to us the signed originals plus one copy of: (1) the application (DH Form 1684), (2) Grant Fund Distribution page (DH Form 1767P) and, (3) the resolution.

Send your forms plus one copy to:

EMS COUNTY GRANT PROGRAM
Attn: Alan Van Lewen
DOH Emergency Medical Services
4052 Bald Cypress Way, Mail Bin C18
Tallahassee, FL 32399-1738

Thank you for your cooperation and support to improve and expand quality EMS in Florida. Please contact me via telephone at (850) 245-4440, extension *2734, or by other means if you have any questions.

Sincerely,

Alan Van Lewen

Alan Van Lewen
Health Services and Facilities Consultant

cc: Mr. Mitch Harrell

RESOLUTION # 11- 33

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES, FOR FUNDS FROM THE EMERGENCY MEDICAL TRUST FUND TO IMPROVE AND EXPAND PRE-HOSPITAL EMERGENCY MEDICAL SERVICES WITHIN ALACHUA COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida maintains an Emergency Medical Services Trust Fund into which are deposited a portion of fines collected in the County as a result of motor vehicle infractions; and,

WHEREAS, Alachua County is entitled to apply for a portion of such funds, which funds can only be used to improve and expand pre-hospital emergency medical services within Alachua County; and,

WHEREAS, it is estimated that Alachua County's share of such funds is approximately $45,615.00; and,

WHEREAS, the Alachua County Department of Public Safety proposed that an application be submitted to obtain such funds to upgrade the pre-hospital emergency medical services' response capabilities and to acquire specialized equipment, which would improve and expand pre-hospital emergency medical services; and,

WHEREAS, the Board of County Commissioners of Alachua County, Florida wishes to authorize submittal of an application to obtain the funds referenced herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. The Chairman of the Board of County Commissioners is hereby authorized to submit an application to the State of Florida Department of Health, Bureau of Emergency Medical Services to obtain funds available to Alachua County from the Emergency Medical Trust Fund, which funds are to be used for the purpose of improving and expanding pre-hospital care by the Department of Public Safety.

2. That the Chairman of the Board of County Commissioners is hereby authorized to execute the application and any other documents or papers necessary to obtain such funds.

3. The Board of County Commissioners hereby certifies that such funds will expand and improve pre-hospital emergency medical services in Alachua County and such funds will not be used to supplant the existing emergency medical services budget allocations.

4. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 12 day of April A.D., 2011

BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code – leave this blank) C00

1. County Name: Alachua County
Business Address: 913 SE 5th Street
Gainesville, FL 32601
Telephone: 352-384-3101
Federal Tax ID Number (Nine Digit Number). VF 59-6000501

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.
Signature: Date:
Printed Name: Lee Pinkoson
Position Title: Chair

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)	
Name: Mitch Harrell	
Position Title: Assistant Chief	
Address: 913 SE 5th Street	
Gainesville, FL 32601	
Telephone: 352-384-3134	Fax Number:352-337-6138
E-mail Address: jmh@alachuacounty.us	

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.

5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)
Alachua County Public Safety
Gainesville Fire Rescue
North Central Florida Trauma Agency

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
TOTAL	$

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Alachua County Public Safety	
Reimbursement for purchase of Cardiac Monitors	30,000.00
with Capnography and Stemi upgrade in April 2010	-
TOTAL	$30,000.00
Grand Total	$_____

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List the item and, if applicable, the quantity	**Amount**
Gainesville Fire Rescue	
Thermal Imager Bullard T3 with thermal throttle	11,040.00
Large Adult IO Needle Enhancement package	3,662.70
TOTAL	$14,702.70
Grand Total	$_____

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North Central Florida Trauma Agency	
Trauma Study	912.30
TOTAL	$912.30
Grand Total	$45,615.00

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Alachua County

Mailing Address: 913 SE 5th Street
Gainesville, FL 32601

Federal Identification Number: 59-6000501

Authorized Official: _____ April 12, 2011
Signature Date

Lee Pinkoson, Chair
Type Name and Title

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Sign and return this page with your application to:

Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738

ATTEST:
J. K. IRBY, CLERK

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: $_____ Grant ID Code: C00_____

Approved By: _____ ___/___/___
Signature of EMS Grant Officer Date

State Fiscal Year: 2010 - 2011

Organization Code	E.O.	OCA	Object Code	Category
64-42-10-00-000	05	SF005	750000	059998

Federal Tax ID: VF_____

Grant Beginning Date: October 1, 2009 Grant Ending Date: ___/___/___

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Authorized Official: _____ April 12, 2011
Signature Date

Lee Pinkoson, Chair
Type Name and Title

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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