

SUPPLEMENTAL AGENDA

April 26, 2011

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

ITEM TO BE ADDED TO THE REGULAR AGENDA:

- *Notice of Intent to Apply for Neighborhood Stabilization Program 3 (NSP 3) Funding from the State of Florida Department of Community Affairs, per Tom Webster (to follow Item #: 20)*

BACKUP ADDED TO EXISTING ITEM ON THE REGULAR AGENDA:

- *Item #22: Presentation and Update on the Jail Energy Reduction and Water Conservation Project*
 - *Jail HVAC and Roof Replacement Presentation*

✓ Detention Employees Appreciation Week

#46
#44 - Refer to next meeting
#47 - Regular Agenda

Alachua County Florida

A Proclamation

Declaring "Eat Local Month" in Alachua County, Florida

- Whereas,** Alachua County has an active agricultural community which works to increase both the availability and accessibility of local foods; and
- Whereas** citizens of Alachua County have expanded access to local food, since the number of area farmers markets has more than tripled since 2006; and
- Whereas** eating local food improves the economy of Alachua County by keeping the money spent on food within our tax base, improving our local economy; and
- Whereas,** eating local food helps to maintain the biodiversity of plants and animals in Alachua County by creating a market for more varieties; and
- Whereas,** eating local food is one of the easiest ways for an individual or family to actively protect the environment; and
- Whereas** eating local food can help citizens improve their health and lower obesity rates by increasing the consumption of fresh food and reducing the amount of manufactured and processed foods in their diets; and
- Whereas** eating local food has received national attention and support from the President and the First Lady, as well as innovative chefs, restaurateurs and food writers from all over the world; and
- Whereas,** eating local food is the mission of Hogtown HomeGrown, and other local food organizations, as well as many local chefs, restaurateurs and food writers; and
- Whereas,** May 2011 marks the area's fourth annual month-long Eat Local Challenge.

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

Duly proclaimed this 26th day of April, 2011

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair



ATTEST: _____

J.K. Irby, Clerk

Alachua County Florida

A Proclamation

Declaring "Fair Housing Month" in Alachua County, Florida

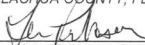
- Whereas,** April 2011 marks the 43rd anniversary of the Fair Housing Act which provides equal opportunity for all Americans in the sale, rental and financing of housing and prohibits discrimination on the basis of race, color, sex, religion, national origin, disability, marital status, familial status or age; and
- Whereas,** it is the solemn and sworn duty of government at all levels to protect and defend the rights of all its citizens and oppose housing discrimination whenever and wherever it occurs; and
- Whereas,** fair housing is the law of the United States government, and is consistent with the principles of equality and justice for all; and
- Whereas,** Alachua County is committed to upholding the civil rights of all citizens and through Alachua County Code of Ordinances Chapter 111 which prohibits housing discrimination based on race, color, sex, religion, national origin, disability, marital status, familial status, or age in the sale or rental of housing; and
- Whereas,** Alachua County promotes fair housing awareness during the month of April through a series of public education efforts, including public service announcements on Community 12 television and dissemination of fair housing information at the 32nd Annual 5th Avenue Arts Festival on April 23rd; and
- Whereas,** the month of April is officially set aside as "Fair Housing Month" throughout this nation.

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 "Fair Housing Month" in Alachua County, Florida.

Duly proclaimed this 26th 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 "Administrative Professionals Week and Day" in Alachua County, Florida

- Whereas,** administrative professionals including secretaries, administrative assistants, executive assistants, office managers and other administrative support staff represent one of the largest segments of the world's workforce; and
- Whereas,** administrative professionals play an essential role in coordinating the office operations of businesses, government, educational institutions and other organizations, and
- Whereas,** administrative professionals are those who master technology, effectively utilize their interpersonal and communication skills; manage projects and organize the office; apply their creativity to solve problems; and most importantly, have the willingness to learn and accept new challenges; and
- Whereas,** the 2011 Theme for Administrative Professionals Day is: "This year, celebrate all office professionals"; and
- Whereas,** Administrative Professionals Week is sponsored by the International Association of Administrative Professionals and is celebrated worldwide, bringing together millions of people for various community events, educational seminars and individual corporate activities; and
- Whereas,** Alachua County salutes the valuable contributions of administrative professionals in the workplace, and calls on all employers to support continued training and development for administrative staff, recognizing that a well-trained workforce is essential for success in today's business world.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim the week of April 24 - 30, 2011 as Administrative Professionals Week and April 27th as Administrative Professionals Day in Alachua County, Florida.

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



ATTEST:

J.K. Irby, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair

Alachua County Florida

A Proclamation

Declaring "Holocaust Remembrance Day" in Alachua County, Florida

Whereas, the remembrance of the millions of victims of the Holocaust is an expression of reverence for the innocent who were caught in a state-instituted "web of death"; and

Whereas, the mechanical and systematic execution of death created by the Nazis in the years 1933 through 1945 brought one of the world's most cultured and educated societies to criminal barbarism; and

Whereas, there is a need to understand and study the course of this human catastrophe which took such a human toll; there is a need to understand the loss of freedom by the general public, which was controlled and policed by the government then in power; and

Whereas, in honoring and remembering the few righteous and the survivors, we celebrate the beauty of the human spirit; the few righteous in conquered countries joined their lives and those of their families with the persecuted in order to protect man's humanity; and

Whereas, pursuant to an Act of Congress, the United States Holocaust Memorial Council has designated the Day of Remembrance, to be known as Yom Hashoah.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 1st, 2011 as "Holocaust Remembrance Day" in Alachua County, Florida.

Duly proclaimed this 1st day of May, 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 "Historic Haile Homestead Day" in Alachua County, Florida

- Whereas,** the Historic Haile Homestead is the 1856 restored plantation home of Thomas Evans Haile, his wife Serena Chesnut Haile and 14 of their 15 children, who moved to Alachua County from Camden, South Carolina in 1854; and
- Whereas,** Thomas Haile's brothers Charles, John and Edward and their mother Amelia, as well as Serena Haile's brothers James and Thomas Chesnut also relocated to Alachua County from Camden, South Carolina in the 1850s; and
- Whereas,** the Hailes' large Sea Island Cotton plantation named "Kanapaha" was also the home of 66 enslaved laborers upon whose free labor the success of the plantation depended, and some of whom built the 6,200 square foot Homestead which still stands today; and
- Whereas,** the family and friends of the Hailes wrote over 12,500 words on the walls of the House, making it unique in the nation for its "Talking Walls"; and
- Whereas,** the Historic Haile Homestead at Kanapaha Plantation is celebrating Ten Years of being open to the public for tours, thanks to its dedicated corps of volunteer docents and Historic Haile Homestead Inc. members throughout the country; and
- Whereas,** descendants of the Haile and Chesnut families as well as descendants of other old Gainesville families are gathering on May 7th to reconnect and celebrate the preservation and advancement of the Historic Haile Homestead as a unique, historic treasure and tourist destination for future generations to enjoy.

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim May 7, 2011 as "Historic Haile Homestead Day" in Alachua County, Florida.

Duly proclaimed this 7th day of May, A.D., 2011.



BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson, Chair

ATTEST: _____

J.K. Irby, Clerk

April 26, 2011 Regular BoCC Meeting
Agenda Item #10

Title

Value Adjustment Board: Appointment of One Citizen

Amount

N/A

Description

Consider the appointment of one citizen to the Value Adjustment Board.

Recommendation

Appoint one citizen to the "Alachua County Resident owning homestead property within Alachua County" position, to a partial term ending September 2011, then a full term ending September 2012.

Alternative(s)

Do not appoint and direct staff

Requested By

Mary Lowry, X6904

Originating Department

County Manager's Office

Attachment(s) Description

Tally sheet, membership roster, application

Documents Requiring Action

N/A

Executive Summary

There is one vacancy on this Board in the category of Alachua County Resident owning homestead property within Alachua County, and one citizen has applied.

Background

The Value Adjustment Board (the "VAB") is an independent governmental agency created by Chapter 194 of the Florida Statutes to accept and process taxpayers' petitions contesting the value of real estate and personal property as assessed by the Property Appraiser's Office. Hearings are conducted by "Special Magistrates" appointed by the VAB to determine whether or not property is properly assessed. If not, then the VAB has the authority to make any necessary adjustment. On June 17, 2008, the Governor signed HB 909 into law. This law changed the composition of the Value Adjustment Board from three County Commissioners and two School Board members to two County Commissioners, one School Board member, one citizen appointed by the County Commission and one citizen appointed by the School Board. Alachua County Resident owning homestead property within Alachua County (appoint one to a partial term ending September 2011, then a full term ending September 2012): 1) Ruben Ramos

Issues

This position has been advertised since October 2010. Two citizens applied, but one withdrew just prior to the February 22nd

Board Meeting.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: VAB Membership.pdf

Attachment: VAB Tally Sheet.pdf

Attachment: RamosR.pdf

Value Adjustment Board				1 year terms
STAFF: Deanne Williams				
NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 10/1/2010 Previous member: Cynthia Robinson - Continues to serve Category: Citizen (must own homestead property in Alachua County)	9920 NW 57th Place Gainesville, FL 32653 (h)(352) 372-6788 (w)(352) 215-2140 crobinson32653@yahoo.com	9/30/2011	2	County
Report Date: 1/18/2011 @ 3:33 PM				

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3373

Name of Advisory Board/Committee:

Value Adjustment Board

Applying For:

Citizen (must own homestead property in Alachua County)

First Name:

RUBEN

Middle Initial:

O

Last Name:

RAMOS

Suffix:

Address:

4113 NW 68TH DRIVE

City:

GAINESVILLE

Zip Code:

32606

E-Mail Address:

gatorruben@yahoo.com

Home Phone:

352-377-7639

Work Phone:

352-339-4635

Ext:

Occupation:

Banker

Place of Employment

Capital City Bank

Education:

BA degree from U.F., Legal Assistant degree from SFCC., FBA School of Banking at U.F.

Professional Organizations:

Age (60 and over):

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

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

since 1988

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Current Board member and Treasurer at Friends of Paynes Prairie, Leadership Gainesville graduate, Past President & board member of Univ. Kiwanis Club.

Training or Experience Related to the Appointment:

Have 30 years experience in the banking industry working with residential & commercial real estate transactions, documentation and financial statements.

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

Provide service and give back to our community by contributing to the VAB board with the careful review and determination of citizen cases.

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

Yes

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

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

Yes

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

Checked

April 26, 2011 Regular BoCC Meeting
Agenda Item #11

Title

Bicycle/Pedestrian Advisory Board Appointments (Amended)

Amount

N/A

Description

Consider the appointment of two citizens to the Bicycle Pedestrian Advisory Board.

Recommendation

Appoint two citizens to citizen-at-large positions on the Bicycle/Pedestrian Advisory Board, one to a term ending August 2013, and one to a term ending August 2014.

Alternative(s)

Continue to advertise vacancies.

Requested By

Mary Lowry, X6904

Originating Department

County Manager's Office

Attachment(s) Description

Tally sheet, roster, attendance, applications

Documents Requiring Action

N/A

Executive Summary

There are two vacancies on the Bicycle/Pedestrian Advisory Board, and four citizens have applied.

Background

The BPAB is administered by the City of Gainesville and has thirteen appointed members, four appointed by the County, four appointed by the Metropolitan Transportation Planning Organization and five appointed by the City of Gainesville (includes 1 student adjunct). The BPAB recommends ways to improve bicycle and pedestrian facilities and policies to promote bicycle and pedestrian travel. Members serve three-year terms. Citizen-at large, term ending August 2014: 1) Virgil Mathis 2) Clare Stokes (lives outside Gvl City limits but inside the Urban Services Area) 3) Debra Stucki (lives outside the City limits) 4) James Thomas (lives outside the City limits) Citizen-at large, term ending August 2013: 1) Virgil Mathis 2) Clare Stokes (lives outside Gvl City limits but inside the Urban Services Area) 3) Debra Stucki (lives outside the City limits) 4) James Thomas (lives outside the City limits)

Issues

Although there is no County requirement that applicants live outside of the Gainesville City limits, it should be noted that the City only appoints Gainesville residents to this board.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: ThomasJ in County.pdf

Attachment: MathisV.pdf

Attachment: BPAB Attendance.pdf

Attachment: BPAB Membership.pdf

Attachment: StuckiD with CV in County.pdf

Attachment: StokesC in Urban Svcs Area.pdf

Attachment: BPAB Tally Sheet.pdf

COMMITTEE: Bicycle/Pedestrian Advisory Board

04/26/2011

[illegible]

Bicycle/Pedestrian Advisory Board				3 year terms
STAFF: Dekova Batey - (352) 393-8493				
NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 8/31/2007 Previous member: Williams, Dr. Kathryn - Term Expired 8/31/2010 Category: Citizen-at-Large		8/31/2014		County
Julia Reiskind Appt Date: 10/14/2008 Previous member: Category: Citizen-at-Large	213 SW 41st Street Gainesville, FL 32607 (h)(352) 378-8290 (w)(352) 392-7165 reiskind@botany.ufl.edu	8/31/2011	4	County
VACANT Appt Date: 8/31/2010 Previous member: Kevin T Riordan - Continues to serve Category: Citizen-at-Large	6503 SW 35 Way Gainesville, 32608 (h)(352) 372-6068 (w)(352) 219-7777 riordan6@hotmail.com	8/31/2013	1	County
Andrew Gill Appt Date: 10/14/2008 Previous member: Sparks, Mr. Steven - Term Expired Category: Citizen-at-Large	3315 NW 5th Street Gainesville, FL 32609 (w)(352) 338-7300 ext: x7398 gillap@gmail.com	8/31/2011	2	County
Report Date: 4/5/2011 @ 9:42 AM				

Attendance Report for the last 7 meetings.

Bicycle/Pedestrian Advisory Board Staff Liaison: Dekova Batey											
Member	Position	Mbr Start	Mbr End	9/2/2010 7:00 PM	9/23/2010 7:00 PM	10/14/2010 7:00 PM	12/2/2010 7:00 PM	1/27/2011 7:00 PM	3/3/2011 7:00 PM	3/24/2011 7:00 PM	Meetings Attended
Gill , Mr. Andrew	Citizen-at-Large	10/14/2008	8/31/2011	P	P	C	P	P	P	C	5 of 5
Reiskind, Ms. Julia	Citizen-at-Large	10/14/2008	8/31/2011	P	P	C	P	P	P	C	5 of 5
Riordan , Kevin T - Continues to serve	Citizen-at-Large	8/31/2010	8/31/2013	A	P	C	A	A	A	C	1 of 5
[P=Present] [A=Absent] [C=Cancelled] [PNQ=Present No Quorum] [ANQ=Absent No Quorum] [NR=Member Active But No Attendance Record] [--=Member Not Active]											

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3361

Name of Advisory Board/Committee:

Bicycle/Pedestrian Advisory Board

Applying For:

Citizen-at-Large

First Name:

Virgil

Middle Initial:

B

Last Name:

Mathis

Suffix:

Jr.

Address:

2245 NW 5th Place

City:

Gainesville

Zip Code:

32603

E-Mail Address:

virgilmathis@ufl.edu

Home Phone:

(386) 538-1025

Work Phone:

(352) 283-8012

Ext:

Occupation:

Chief Greening Officer

Place of Employment

Grooveshark

Education:

AA in Religion, Santa Fe College.

BA in Sustainability anticipated Fall of 2011.

Professional Organizations:

University of Florida Sustainable Workgroup Transportation Committee, Alachua County Office of Sustainability, University of Florida Office of Sustainability, Community Weatherization Coalition Member, Cinema Verde: Gainesville's Environmental Film & Arts Festival Marketing Director

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

5 years

If no, what county?

1008

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Downtown Farmer's Garden Facilitator.

Liaison between Grooveshark, Alachua County, the University of Florida, and Cinema Verde.

Training or Experience Related to the Appointment:

University of Florida Sustainable Workgroup Transportation Committee Member, Experienced in Geographic Information Systems Technology (GIS), Attendance of many Alachua County MTPO meetings.

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

Innovative ideas and knowledge on current sustainability-oriented biking laws and policies.

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

Yes

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

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

Yes

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

Checked

GAINESVILLE URBANIZED AREA
METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION (MTPO)

BICYCLE/PEDESTRIAN ADVISORY BOARD

RESUME

Please return to:

Date

11/13/09

MTPO

North Central Florida Regional Planning Council
2009 NW 67th Place - Suite A
Gainesville, FL 32653-1603

NAME Clare Stokes

ADDRESS 2521 NW 63rd Terrace

ZIP CODE 32606

AGE 55 TELEPHONE (H) 352 375-4401

EMAIL clear@ufl.edu

(W) 352 392-3257

HOW LONG A RESIDENT OF ALACHUA COUNTY? 16 yrs
ARE YOU CURRENTLY AN ELECTED OFFICIAL? no

OCCUPATION Senior biological scientist

EDUCATION B.F.A. filmmaking NYU + classes in statistics and entymology

TRAINING OR EXPERIENCE RELATED TO ACTIVITIES FOR THIS APPOINTMENT

I attempt to commute by bicycle. This is about 6 1/2 miles each way.

PAST CIVIC AND PROFESSIONAL ACCOMPLISHMENTS OR HONORS I am responsible

for St. Michael's Episcopal Church remaining open after the vast majority
of the congregation and the pastor left to start a new church.

I am willing to spend 5 hours per month on this activity. I will attend meetings in accordance with the adopted policies of the MTPO. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations. Additional information on me may be secured from: (List three references - name, address, and phone number.)

Susan Halbert PO Box 141285 Gainesville FL 32614-1285 352-495-1931

Miriam Zach 1717 NW 23rd Ave Gainesville FL 32605 352-376-5471

Jote Thompson 4500 SW 44th St Gainesville FL 32606 352-375-6393

Signature

Additional information may be attached to this form.

NORTH CENTRAL FLORIDA
RECEIVED

NOV 16 2009

REGIONAL PLANNING COUNCIL

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3127

Name of Advisory Board/Committee:

Bicycle/Pedestrian Advisory Board

Applying For:

Citizen-at-Large

First Name:

Debra

Middle Initial:

Last Name:

Stucki

Suffix:

Address:

12520 NW CR 231

City:

Gainesville

Zip Code:

32609

E-Mail Address:

stuckid@bellsouth.net

Home Phone:

305-360-5144

Work Phone:

386-752-2577

Ext:

4509

Occupation:

Recreation Program Manager

Place of Employment

US Forest Service

Education:

Bachelors in Environmental Science

Professional Organizations:

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

1 yr

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Developed 106 mile bicycle and pedestrian trail in Florida Keys.
One of the founders of Peace group in Florida Keys that encourages collaborative partnerships. Currently has Monroe County resolution to develop County peace parks throughout the Florida Keys.

Training or Experience Related to the Appointment:

Interpretive Master Planning
Federal Contractor training
Master Naturalist Wetlands

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

Would like to use my experience developing FDOT enhancement projects to further County bike ped efforts.

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

Yes

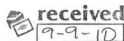
Appointees to advisory board/committees are required to attend scheduled meetings as specified in the "Guidelines for Citizen Advisory Boards and Committees".

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

Yes

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

Checked



DEBRA STUCKI
12520 NW CR 231
Gainesville, FL 32609
305-360-5144
stuckid@bellsouth.net

OBJECTIVE:

Seeking to use my skills related to bicycle and pedestrian development on a local urban planning board.

STRENGTHS AND ACCOMPLISHMENTS:

- Strong project management and leadership skills implementing large scale bicycle and pedestrian trail and recreational planning projects.
- Skilled at strategizing long term planning and implementation goals.
- Extensive knowledge of Florida Department of Transportation Plans Prep Manual, Local Agency Program Agreements, federal enhancement programs and safety criteria related to developing bicycle and pedestrian facilities.
- Fifteen years of environmental science and regulatory experience.

PROFESSIONAL EXPERIENCE:

U.S. Forest Service
Recreation Program Manager
Osceola National Forest
August 2009 – Present

- Currently oversight of operations and implementing a recreation program at the Osceola National Forest. Duties include planning and upgrades of existing and future facilities and amenities to accommodate increasing demand from surrounding communities.
- Strategizing all aspects of existing and future development of recreational facilities including hiking, biking, Off Highway Vehicles, Equestrians, Fishing, Hunting and developed campgrounds in the Forest.
- Oversight of archeology and environmental issues related to the National Environmental Policy Act.
- Manage and administer staff, budgets and maintenance.

State of Florida Department of Environmental Protection
Florida Keys Overseas Heritage Trail
Division of Parks and Recreation/Office of Greenways and Trails
February 2001 – October 2008

- Manager tasked with implementation and operations of a world class 106 mile recreational facility from master plan to construction. Collaborated on development of over 30 projects currently in various phases of design and construction.

- Managed and partnered with multiple agencies on planning projects, scoping and trail development related to recreational use within highway corridor. Participated in comprehensive plan revisions, environmental and land development regulations, Smart Growth and Livable Community projects and corridor visioning.
- Oversight of funding strategy that successfully acquired over \$ 30 million dollars for planning, design and construction projects.
- Environmental oversight and development of a guidance document streamlining permitting for multiple projects within linear corridor.
- Managed daily operations of maintenance, personnel and budgets.

Dames and Moore

June 1996 – October 1998

Environmental Scientist

- Environmental consultant participating in large scale research project investigating 100 year contaminant history of Potentially Responsible Parties (PRP) at the Miami International Airport.
- Conducted multiple environmental and biological assessments, remedial action reports, biological surveys, groundwater and soil sampling and construction activity oversight.

Metcalf and Eddy

June 1990 – April 1996

Environmental Specialist

- Environmental consultant implementing a monitoring program for sixty sites within wellfield protection zones throughout Miami Dade and Broward County. A successful project that garnered recognition by the client as consultant of the quarter.
- Prepared numerous contamination assessments, remedial action reports and other documentation related to environmental investigations.
- Developed skills in project management, regulatory compliance, permitting, business development, proposals and construction oversight.

EDUCATION:

- Florida International University, Miami, Florida - Bachelors Arts in Environmental Science
- Completed a 40 hour construction administration course for Federal Government June 2010.
- Dale Carnegie - Sarasota, Florida, Leadership Course
- National Association of Interpretation – Tampa, Florida, Interpretive Master Planning
- American Grantwriters Association – Tampa, Florida, Certified Grantwriter
- University of Florida – Broward, Florida, Wetlands Master Naturalist

LANGUAGES:

- Speak, Read and Write Spanish

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3376

Name of Advisory Board/Committee:

Bicycle/Pedestrian Advisory Board

Applying For:

Citizen-at-Large

First Name:

James

Middle Initial:

L

Last Name:

Thomas

Suffix:

Address:

2730 SW 98th drive

City:

gainesville

Zip Code:

32608

E-Mail Address:

thomasjl@ufl.edu

Home Phone:

(352)331-3350

Work Phone:

(352)392-5447

Ext:

Occupation:

Law Enforcement Officer

Place of Employment

University Police Department

Education:

Some college; Florida Highway Patrol Academy

Professional Organizations:

radKIDS instructor

Age (60 and over):

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

25

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

US Army Achievement medal; State of Florida Safe Driver Award

Training or Experience Related to the Appointment:

UPD Bicycle officer; UPD community service division officer; In addition patrol officer for 7+ years this opportunity has afforded me the ability to interact with thousands of pedestrians/bicyclist throughout the years.

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

A vast array of knowledge comprised of direct bicycle/ pedestrian safety and the law.

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

No

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

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

Yes

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

Checked

April 26, 2011 Regular BoCC Meeting
Agenda Item #12

Title

Poverty Reduction Advisory Board Appointments (Amended)

Amount

N/A

Description

Consider the appointment of four citizens to the Poverty Reduction Advisory Board.

Recommendation

Appoint four citizens

Alternative(s)

Continue to advertise positions

Requested By

Mary Lowry, X6904

Originating Department

County Manager's Office

Attachment(s) Description

Tally sheet, membership report, attendance report, applications

Documents Requiring Action

N/A

Executive Summary

There are six vacancies on the Poverty Reduction Advisory Board (PRAB), and five citizens have applied for four of the positions.

Background

The Poverty Reduction Advisory Board was created by resolution August 27, 2002. Its purpose is to share information about potential resources, possible partnerships, joint ventures and collaborations with and among anti-poverty programs and agencies to promote efficiency, effectiveness and accountability; and to compile and distribute research to establish demographic and other data about the causes and impacts of poverty within the various communities within Alachua County. PRAB prepares and submits to the Board and the citizens of Alachua County a biennial report on "The State of Poverty in Alachua County". Citizen from the unincorporated area of Alachua County or one of the small municipalities – term ending April 2015: 1) Harry Nichols 2) Stephen Tuchman (served on the CAPP board, attendance satisfactory) Citizen with a disability – term ending January 2015: 1) Alice Primack (served 1 term on this board, attendance satisfactory; Representative – Faith based organization, term ending January 2015: 1) Harry Nichols 2) Faith Umoh; Alternate – term ending January 2013: 1) Harry Nichols 2) Victor Perez 3) Alice Primack (served 1 term on this board, attendance satisfactory) 4) Stephen Tuchman (currently serving on the CAPP board, attendance satisfactory) 5) Faith Umoh.

Issues

The position 'Citizen residing in the unincorporated area of Alachua County or in one of the rural municipalities' was formerly 'Representative of the Alachua County League of Cities'. The position was changed by resolution on April 12, 2011 in order to provide increased representation of the rural areas of Alachua County.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: TuchmanS 55 or older.pdf

Attachment: PRAB Tally Sheet.pdf

Attachment: PRAB Attendance.pdf

Attachment: NicholsH FaithBasedOrgRep.pdf

Attachment: PerezV 55 or older.pdf

Attachment: UmohF FaithBasedOrgRep.pdf

Attachment: PRAB Membership.pdf

Attachment: PrimackA Citizen with a disability.pdf

Poverty Reduction Advisory Board					4 year terms Sunset date: 1/31/2013
STAFF: Caroline Schultz - (352) 264-6712 STAFF: John Skelly - (352) 264-6749					
NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY	
VACANT Appt Date: 2/23/2010 Previous member: Little, Larry E - Resignation 3/24/2011 Category: Alternate		1/31/2013		County	
VACANT Category: Citizen residing in the unincorporated area of the County or in one of the rural municipalities		3/31/2015		County	
VACANT Appt Date: 12/11/2007 Previous member: Primack, Ms. Alice 1/31/2011 Category: Citizen with a disability		1/31/2015		County	
VACANT Appt Date: 3/1/2007 Previous member: Selvester, Ms. Radha P - Resignation 4/28/2010 Category: Low Income Resident		1/31/2015		County	
VACANT Appt Date: 12/11/2007 Previous member: LeBlanc, Ms. Joyce - Other 5/25/2010 Category: Representative - Faith- based Organization		1/31/2015		County	
VACANT Appt Date: 1/27/2009 Previous member: Burg, Ms. Mary Ann - Resignation 7/22/2010 Category: Representative - University of Florida		12/31/2024		County	
Sally K Williams Appt Date: 2/8/2011 Previous member: Odom, Cornelia Category: Citizen 55 or Older	6620 SW 75th Street Gainesville, 32608 (h)(352) 514-8164 (w)(352) 392-2993 skwdst@msn.com	1/31/2014	1	County	
Randy M Wells Appt Date: 6/22/2010 Previous member: Donovan, Commissioner Jack - Other Category: City of Gainesville Commissioner	P.O. Box 490 Station 19 Gainesville, 32602 (h)(352) 318-9410 (w)(352) 334-5016 wellsrm@cityofgainesville.org	7/31/2024	1	County	
Diane Dimperio Appt Date: 6/22/2010 Previous member: Exum, Peggy - Resignation Category: Representative - Alachua County Health Unit	2130 NW 51st ST Gainesville, FL 32605 (h)(352) 375-6714 (w)(352) 334-7900 diane_dimperio@doh.state.fl.us	7/31/2024	1	County	

Stephen A White Appt Date: 3/22/2011 Previous member: Butler , Amy K - Resignation Category: Representative - Department of Children and Families	1000 NE 16th Avenue, Bldg. J (IO#47) Gainesville, 32601 (h)(386) 462-0123 (w)(352) 955-5397 Steve_White@dcf.state.fl.us	7/31/2024	1	County
K Richard Blount Appt Date: 12/12/2006 Previous member: Maxfield, Joan Category: Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	7/31/2024	1	County
Steve Drago Appt Date: 2/1/2009 Previous member: Pate, Angela - Removal for Attendance Category: Representative - Non-Profit Organization	11625 NW 9th Lane Gainesville, FL 32606 (h)(352) 334-4060 (w)(352) 334-4060 ext: 123 sdrago@arcalachua.org	1/31/2013	1	County
Patricia E Fitzgerald Appt Date: 2/1/2009 Previous member: Cuevas, Mr. Jose - Removal for Attendance Category: Representative - Non-Profit Organization	1128 NW 91st Terrace Gainesville, FL 32606 (h)(352) 331-6990 (w)(352) 376-8821 ext: 231 patricia.fitzgerald2@va.gov	1/31/2013	1	County
Jessica C Baker Appt Date: 2/23/2010 Previous member: Stacey, Randy - Removal for Attendance Category: Representative - Non-Profit Organization	PO Box 31 Evinston, FL 32633 (h)(352) 591-4631 (w)(352) 214-0339 jcb32633@gmail.com	1/31/2014	2	County
Billie J Monroe Appt Date: 4/14/2009 Previous member: Hutchins, Dr. Paul - Resignation Category: Santa Fe College Representative	401 NW 6th Street Gainesville, 32601 (h)(352) 475-2303 (w)(352) 395-5264 billie.monroe@sfcollge.edu	12/31/2024	1	County
Eileen Roy Appt Date: 5/24/2005 Previous member: Category: School Board of Alachua County Representative	620 E University Avenue Gainesville, FL 32601 (w)(352) 955-7253 ext: 272 Roy@sbac.edu	4/30/2024	2	County
Report Date: 4/13/2011 @ 3:26 PM				

Attendance Report for the last 8 meetings.

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

Member	Position	Mbr Start	Mbr End	3/24/2010 3:30 PM	5/26/2010 3:30 PM	7/28/2010 3:30 PM	9/22/2010 3:30 PM	11/17/2010 3:30 PM	1/26/2011 3:30 PM	2/16/2011 3:30 PM	3/23/2011 3:30 PM	Meets Attend
Baker, Ms. Jessica C	Representative - Non-Profit Organization	2/23/2010	1/31/2014	P	PNQ	P	C	P	P	PNQ	NR	6 of 6
Blount, Mr. K Richard	Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	12/12/2006		A	ANQ	P	C	A	P	PNQ	NR	3 of 6
Burg, Ms. Mary Ann	Representative - University of Florida	1/27/2009	7/22/2010	A	ANQ	A	--	A	A	--	--	0 of 5
Burgess, Commissioner Bonnie K	Alachua League of Cities Representative	8/26/2008	7/23/2010	A	ANQ	A	--	A	--	--	--	0 of 4
Butler, Amy K	Representative - Department of Children and Families	1/12/2010	2/14/2011	P	ANQ	P	C	P	P	--	--	4 of 5
Dimperio, Ms. Diane	Representative - Alachua County Health Unit	6/22/2010	7/31/2024	--	--	P	C	A	P	ANQ	NR	2 of 4
Donovan, Commissioner Jack	City of Gainesville Commissioner	8/1/2006	6/1/2010	P	ANQ	--	--	--	--	--	--	1 of 2
Drago, Steve	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	PNQ	P	C	A	P	ANQ	NR	4 of 6
Exum, Peggy	Representative - Alachua County Health Unit	8/1/2006	5/21/2010	P	--	--	--	--	--	--	--	1 of 1
Fitzgerald, Patricia E	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	ANQ	P	C	P	A	ANQ	NR	3 of 6
LeBlanc, Ms. Joyce	Representative - Faith-based Organization	12/11/2007	5/25/2010	A	--	--	--	--	--	--	--	0 of 1
Little, Larry E	Alternate	2/23/2010	3/24/2011	P	PNQ	A	C	P	P	ANQ	NR	4 of 6
Monroe, Billie J	Santa Fe College Representative	4/14/2009		P	PNQ	P	C	P	P	PNQ	NR	6 of 6
Primack, Ms. Alice	Citizen with a disability	12/11/2007	1/31/2011	A	PNQ	P	C	P	A	--	--	3 of 5
Roy, Eileen	School Board of Alachua County Representative	5/24/2005		A	ANQ	A	C	P	A	ANQ	NR	1 of 6
Selvester, Ms. Radha P	Low Income Resident	3/1/2007	4/28/2010	P	--	--	--	--	--	--	--	1 of 1
Wells, Randy M	City of Gainesville Commissioner	6/22/2010	7/31/2024	--	--	P	C	P	A	ANQ	NR	2 of 4
White, Stephen A	Representative - Department of Children and Families	3/23/2011	7/31/2024	--	--	--	--	--	--	--	NR	0 of 0
Williams, Sally K	Citizen 55 or Older	2/8/2011	1/31/2014	--	--	--	--	--	--	PNQ	NR	1 of 1

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

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3343

Name of Advisory Board/Committee:

Poverty Reduction Advisory Board

Applying For:

Representative - Faith-based Organization

First Name:

Harry

Middle Initial:

G

Last Name:

Nichols

Suffix:

Mr

Address:

PO Box 1451

City:

Newberry

Zip Code:

32669

E-Mail Address:

harry.nichols@ci.newberry.fl.us

Home Phone:

(352) 472-5077

Work Phone:

(352) 472-2161

Ext:

Occupation:

Mayor of Newberry

Place of Employment

Newberry FL

Education:

Associate of Arts

Professional Organizations:

Pre of open hands ministry.

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

40 y

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Mayor of Newberry

Training or Experience Related to the Appointment:

As Pre of open hands I work work with low income now.

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

I work with low income residents now.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3208

Name of Advisory Board/Committee:

Poverty Reduction Advisory Board

Applying For:

Citizen 55 or Older

First Name:

Victor

Middle Initial:

Last Name:

Perez

Suffix:

Address:

3530 NW 42nd Terrace

City:

Gainesville

Zip Code:

32606

E-Mail Address:

radiokuva@yahoo.com

Home Phone:

Work Phone:

(352) 505-6656

Ext:

Occupation:

Media News Spanish Network

Place of Employment

Radio kuva, Inc.

Education:

College

Professional Organizations:

Owner Radio Kuva, and also National Radio.

Age (60 and over):

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

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

6

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Conduct and direct all programming for local Spanish Media at Radio Kuva, Inc. Belong to the University of Fla Journalists and Communication Knight division, also, International center for Journalists, American Health care journalists, and American Spanish Journalist group.

Training or Experience Related to the Appointment:

Have recieved training for digital media recently in Washington, and done interviews with the public at both business owner levels and the public.

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

I Know many local business people that can help or contribute to the Alachua County poverty reduction programs. Also, I have computer business expertise that include strong knowledge of accounting, that can be utilized for developing of planing poverty reduction programs. Have been a computer analysts for many years.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3385

Name of Advisory Board/Committee:

Poverty Reduction Advisory Board

Applying For:

Citizen with a disability

First Name:

Alice

Middle Initial:

Last Name:

Primack

Suffix:

Address:

4052 N.W. 23 Circle

City:

Gainesville

Zip Code:

32605

E-Mail Address:

Primacks@Cox.net

Home Phone:

352-373-4484

Work Phone:

Ext:

Occupation:

retired librarian UF

Place of Employment

retired University of Florida Libraries

Education:

BS, Eastern Illinois University, 1961
MS in Library Science, Univ. of Wisconsin, 1962

Professional Organizations:

Special Libraries Association

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

40 years

If no, what county?

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

No

If yes, please list board(s):

My term just ended on the Poverty Reduction Advisory Board

Civic and Professional Accomplishments/Honors:

-chair of Social Justice Council at Unitarian Universalist (UU) church
-two state-wide awards for social justice work in UU churches

Training or Experience Related to the Appointment:

-many years of volunteer work with issues of race and poverty
-organizer of Anti-Racism Coalition which has put on several local workshops
-currently volunteer director of Pineridge 4-H After-School Program for children in poverty

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

I would like to continue to use my accumulated experience and knowledge of local race and poverty issues, especially with children's issues. I would contribute to PRAB discussions and would use new knowledge gained at PRAB in my other volunteer work.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3121

Name of Advisory Board/Committee:

Poverty Reduction Advisory Board

Applying For:

Citizen 55 or Older

First Name:

Stephan

Middle Initial:

A

Last Name:

Tuchman

Suffix:

Address:

6528 NW 50 LN

City:

Gainesville

Zip Code:

32653

E-Mail Address:

sat3@cox.net

Home Phone:

352-256-9189

Work Phone:

Ext:

Occupation:

Retired

Place of Employment

Education:

B.Sc.

Professional Organizations:

None currently

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

11 years

If no, what county?

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

Yes

If yes, please list board(s):

CAPP Advisory Board

Civic and Professional Accomplishments/Honors:

Consultant to Federal Bureau of Investigation with commendations from President Reagan and Director of FBI.

Training or Experience Related to the Appointment:

Budget Analysis and evaluation, human resources. Management of my medium sized businesses of 100+ employees.

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

Help with analysis, decision-making and recommendation.

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3394

Name of Advisory Board/Committee:

Poverty Reduction Advisory Board

Applying For:

Representative - Faith-based Organization

First Name:

Faith

Middle Initial:

Last Name:

Umoh

Suffix:

Address:

2360 sw Archer Rd apt 508

City:

Gainesville

Zip Code:

32608

E-Mail Address:

faithu4@gmail.com

Home Phone:

954-471-4976

Work Phone:

Ext:

Occupation:

Student

Place of Employment

United States Department of Agriculture

Education:

University of Florida Student

Professional Organizations:

Age (60 and over):

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

two years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

Volunteered to feed the less fortunate through Until He Comes in downtown Gainesville

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

As a member of Gators for UNICEF and Gators for HIV education. I hope to be a liaison and unite the organization and implement projects throughout the community.

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

Yes

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

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

Yes

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

Checked

April 26, 2011 Regular BoCC Meeting
Agenda Item #13

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



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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

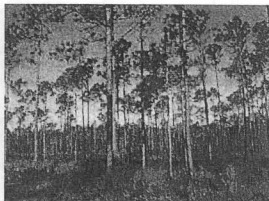


Figure 2. Thinned stand

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 12 months 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 reinvest 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 crowded 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.

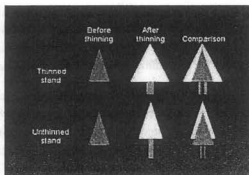


Figure 4. Comparison of growth between thinned and un-thinned stands.

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

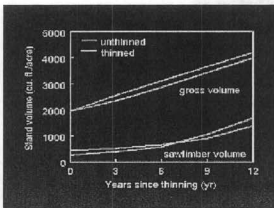


Figure 5. Yield curves for thinned and un-thinned stands

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 (pylogs) 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.

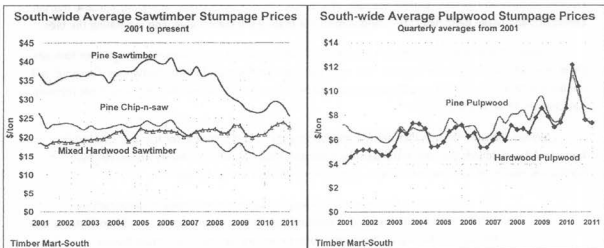


Figure 9 Trends in timber prices for last decade

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

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

restoration goals.

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:

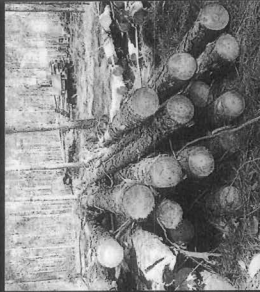
- University of Tennessee – Knoxville
- About.com Forestry

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	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.

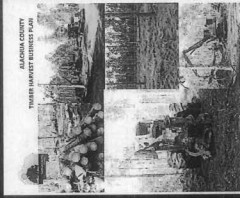
STAND CONDITION	A classification of forest stands based upon the age of maturity and structure of the overstory and understory. See old-growth and young-growth stands.
STOCKING	A description of the number of trees, basal area, or volume per acre in a forest stand compared with a desired level for balanced 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



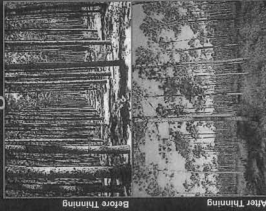
ALACHUA COUNTY
TIMBER HARVEST BUSINESS PLAN

Alachua County Forever Timber Harvesting Plan

Page

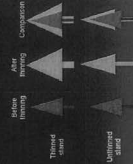
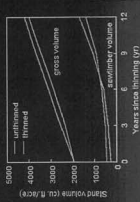
Benefits of Thinning

- Enhance habitat
- Enhance species diversity
- Restore hydrology
- Reduce wildfire impact
- Enhance recreational opportunities
- Enhance aesthetic values

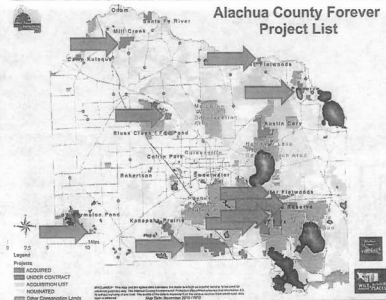


Benefits of Thinning

- Enhance economic value of stand
- Provide supplemental revenue



Alachua County Forever Project List



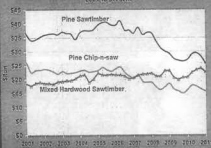
Stand Thinning Schedule

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
	1,195			

Note: as additional data is gathered from other ACF sites and analyzed, this table and table below will be amended to include their optimal harvesting windows and revenue projections.

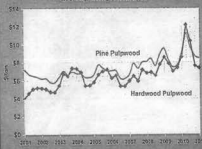
Timber Commodity Prices

Southwide Average Sawtimber Stumpage Prices
2004 to 2010



Timber Mart South

Southwide Average Pulpwood Stumpage Prices
Quarterly averages from 2003



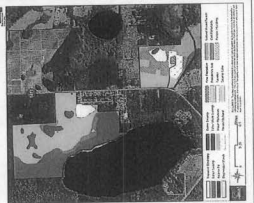
Timber Mart South

Estimated Revenue Projection

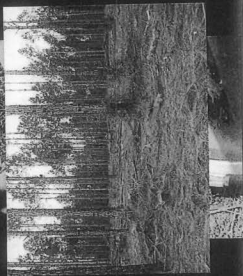
Preserve	Acres	Year to Thin	Harvest Volume (tons)		Projected Revenue
			Pulpwood	Chip-n-Saw	
Phifer	203	2011	3,166	559	\$35,202
Phifer	82	2011	1,279	226	\$14,223
Phifer	28	2013	437	77	\$4,857
Mill Creek	468	2013	7,299	1,288	\$81,147
Phifer	60	2014	936	165	\$10,404
Phifer	18	2016	281	50	\$3,129
Barr Hammock	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

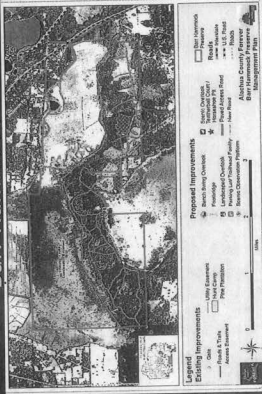
Exhibit C: Lake Alto Preserve - Natural Communities Map



LAP Timber Harvest

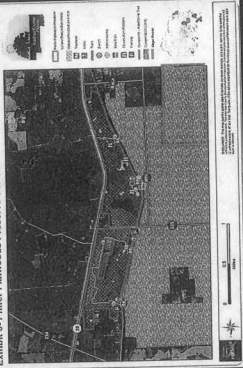


Barr Hammock



Phifer Flatwoods Preserve

Exhibit J-Phifer Flatwoods Preserve Site Plan



April 26, 2011 Regular BoCC Meeting
Agenda Item #14

Title

Historical Commission Advisory Board extension of sunset date. (Amended)

Amount

N/A

Description

Consider the request by the Historical Commission Advisory Board to have the sunset date extended and also to amend the reporting requirement.

Recommendation

Adopt the Resolution extending the sunset date by seven years for the Historical Commission and specifying the reporting process.

Alternative(s)

Do not adopt the resolution extending the sunset date of the Historical Commission

Requested By

Kathleen Pagan, Senior Planner, x 2225, 352-374-5249

Originating Department

Growth Management

Attachment(s) Description

Resolution extending the sunset date by seven years for the Historical Commission; Resolution 09-062 indicating responsibilities of the Historical Commission; Photo of Historical Commission from March 2010 meeting

Documents Requiring Action

Resolution extending the sunset date by seven years for the Historical Commission and amending the reporting requirement.

Executive Summary

The Board of County Commissioners requested in February 2009 that all county advisory boards be given sunset dates as a mechanism for allowing automatic periodic reviews of each board. The Historical Commission will sunset on April 30, 2011 unless the County Commission takes action, and the Historical Commission requests approval for extension.

Background

The Historical Commission was re-established in 1991 and again in 2009, and is currently comprised of eleven (11) Board-appointed citizens and one (1) appointed Alternate who are each knowledgeable of local history and culture. A copy of the resolution 09-062 currently in effect (since July 2009) with all the responsibilities indicated is included for information purposes. At the meeting in March 2011 the Historical Commission requested staff to place this request to extend the sunset date past April 30, 2011. The recommended resolution requiring action would extend the Historical Commission's sunset date to April 30, 2018. Such seven (7) year extension would be consistent with the general direction provided by the BoCC to the Advisory Board Coordinator. The recommended resolution also includes revision to the reporting requirement as specified in the February 2011 Rules of Procedure for Advisory Boards. The Historical Commission promotes, preserves and protects Alachua County history, represents the County in matters pertaining to history and provides leadership in advancing the identification, protection,

preservation and interpretation of cultural resources. Efforts include promoting the state historic marker program and assisting local historical organizations. In recent years the Historical Commission has provided letters of support to Alachua County Forever and Alachua Conservation Trust for land conservation of sites with unique local history, since the Florida Forever grant program includes this criteria. Another unique program of particular interest to family genealogists is the Alachua County Virtual Cemetery, an online database of cemetery grave markers. Recently the Florida Public Archaeology Network has been providing technical assistance to this project. The Historic Preservation Element of the Comprehensive Plan requires a Historic Resources Master Plan and the Historic Commission is assisting staff with this project. A photo is included of the Historical Commission meeting of March 2010. Persons left to right in photo are as follows- William Valentino; Jenny Wolfe; Bill Breeze; Verdell Robinson; Melanie Barr; Ashley Wood (Chair); Kendra Gillum; Karen Kirkman; Florence Van Amam; Amanda Aubuchon; and Carl Rose.

Issues

The Historical Commission will sunset on April 30, 2011 unless the County Commission takes action to approve the extension of the sunset date.

Fiscal Recommendation

Not applicable.

Fiscal Alternative(s)

Not applicable.

Funding Sources

Not applicable.

Account Code(s)

Not applicable.

Attachment: Historical Commission 001.pdf

Attachment: reso sunset historical comm.pdf

Attachment: historic commission.pdf

RESOLUTION 11- 41

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING RESOLUTION 09-062 BY EXTENDING THE SUNSET DATE FOR THE HISTORICAL COMMISSION ADVISORY COMMITTEE; AMENDING THE OPERATIONS THEREOF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners desires to utilize a Historic Commission Advisory Committee to assist and advise the Board of County Commissioners and those Departments designated by the County Manager in promoting, preserving and protecting Alachua County's historic resources, and interpreting Alachua County's cultural heritage.

WHEREAS, on March 19, 1991, the Board of County Commissioners of Alachua County adopted Ordinance 91-3 re-establishing the Alachua County Historical Commission; and

WHEREAS, on July 14, 2009, Resolution 09-062 rescinded and restated said Resolutions in order to provide for a sunset date and to amend the responsibilities, duties, and operations of this Committee; and

WHEREAS, the Board of County Commissioners wishes to extend the sunset date and amend the operations of this Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. Resolution 09-062 is hereby amended as follows:

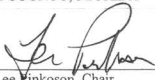
Section 2. **Designated Special Committee.** This Advisory Committee is designated as a Special Committee. The sunset date for the Advisory Committee is April 30th, 2011~~2018~~.

Section 5. 8) Reports. The Advisory Committee shall submit all reports and communications directly to the ~~County Commission Chair~~ Advisory Board Program Coordinator, with a copy to the ~~County Manager or designee~~. Historical Commission Staff Liaison. ~~The Advisory Board Program Coordinator will forward the correspondence to the County Commission Chair and the County Manager.~~ Any Advisory Committee reports required by the Alachua County Commission's Rules of Procedure shall be submitted in accordance with said Rules.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

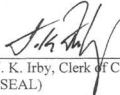
DULY ADOPTED in regular session, this 26th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: 

Lee Vinkoson, Chair

ATTEST:



J. K. Irby, Clerk of Court
(SEAL)

APPROVED AS TO FORM:



Alachua County Attorney

RESOLUTION 09-62

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RE-ESTABLISHING THE ALACHUA COUNTY HISTORICAL COMMISSION; ESTABLISHING THE MEMBERSHIP AND QUALIFICATIONS; ESTABLISHING THE RESPONSIBILITIES AND DUTIES; ESTABLISHING PROVISIONS FOR OPERATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 19, 1991, the Board of County Commissioners of Alachua County adopted Ordinance 91-3 re-establishing the Alachua County Historical Commission; and

WHEREAS, the Board of County Commissioners has decided to dissolve and re-establish the Alachua County Historical Commission;

NOW THEREFORE, LET IT BE RESOLVED BY THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Advisory Board Established. The Board of County Commissioners of Alachua County, Florida (Board) hereby re-establishes the Alachua County Historical Commission (Advisory Committee).

Section 2. Designated Special Committee. This Advisory Committee is designated as a Special Committee. The sunset date for the Advisory Committee is April 30th, 2011.

Section 3. Membership and Qualifications. The Advisory Committee shall consist of no more than eleven (11) voting members appointed by the Board plus one alternate member, staggered so that approximately one-third of the positions identified in subsection 3.A. below will be appointed each year. All appointments shall be for three (3)-year terms. Current members may continue to serve until their term expiration date, including those in positions that are to be eliminated.

A. **Voting Members.** Vacancies for the eleven (11) positions plus the alternate member position shall be advertised and appointed by the County, and shall represent the following categories:

- 1) Alachua County resident (at large) – Eleven (11) members
- 2) Alachua County resident (at large) – alternate member

Knowledge of local history is the main criteria for appointment. Applicants are encouraged from local history organizations. A list of historical organizations in Alachua County is available at <http://web.dcp.ufl.edu/juna/HistoricPreservation/historg.htm>.

Section 4. Responsibilities and Duties. The responsibility of the Advisory Committee shall be to:

1. Promote, preserve and protect Alachua County's historic resources; it shall be the duty of the Historic Commission to (1) represent Alachua County in matters pertaining to the history, and (2) provide leadership in advancing the identification, protection, preservation, and interpretation of Alachua County's cultural heritage.
2. Provide historical research and provide documentation as needed for exhibits, educational programs and pamphlets about County history. The Historical Commission shall encourage, and may assist, local organizations such as museums, libraries and archives, historical, archaeological, and genealogical societies, and other institutions having historical objectives.
3. Provide assistance and advice on the following matters as related to County history:
 - A. Review and make recommendations to the Board of County Commissioners regarding proposed modifications and/or revocations to scenic road corridor designations;
 - B. Review requests for letters of support regarding applications to Florida Communities Trust and other grant programs requiring review and documentation of historic resources;
 - C. Review of sites proposed for nomination to the National Register of Historic Places;
 - D. Review all applications for the preparation and erection of historical markers, tablets or monuments, to commemorate historical sites, events, or individuals.
4. Review all nomination proposals to the Alachua County Historic Structures Survey.
5. Assist the Board of County Commissioners in locating grant funding and, when directed by the Board of County Commissioners, assist in the preparation of grant applications.

Section 5. Operations. The Advisory Committee shall be guided by the by-laws approved by the Advisory Committee and the Alachua County Commission's Rules of Procedure. The by-laws shall include the following provisions and such other provisions as the Advisory Committee may deem appropriate:

1) Elections. The Advisory Committee shall annually elect one of its members as Chair, one member as Secretary, and such other officers as the Advisory Committee deems necessary to meet its needs. Vacancies in offices shall be filled by election at the next regular meeting following the date the vacancy occurred.

2) Meetings. Meetings of the Advisory Committee or any subcommittee thereof, shall be open to the public and the media, and shall be conducted in compliance with the Sunshine Law, Section 286.011, Florida Statutes. The County Manager or his or her designee shall produce minutes of the meetings which shall be submitted to the Advisory Committee for approval.

The Chair shall preside and conduct meetings of the Advisory Committee according to the most recent edition of Alice Sturgis' Standard Code of Parliamentary Procedure. Regular meetings are scheduled and announced by the County Manager or designee (staff liaison). Special meetings may be called by the Chair or by any three (3) members of the Advisory Committee upon forty-eight (48) hours written notice to all members and to the County Manager or his/her designee.

3) Agenda. The Chair shall be responsible for the meeting agenda. The County Manager or designee shall serve as staff liaison to the Advisory Committee and shall aid in preparing and distributing the agenda prior to the meeting. The County Manager or designee, or any member of the Advisory Committee may place an item on the agenda by notifying the Chair prior to the preparation of the agenda.

4) Subcommittees. Subcommittees comprised of members of the Advisory Committee may be appointed by the Chair.

5) Quorum. A majority of the Advisory Committee membership positions filled shall constitute a quorum. Recommendations and decisions of the Advisory Committee must be made by a majority vote of those present and voting.

6) Attendance. The attendance policy for the Advisory Committee shall be in accordance with the attendance policy for boards and committees set forth in the Alachua County Commission's Rules of Procedure.

7) Compensation. Members of the Advisory Committee shall receive no compensation for the performance of their duties and responsibilities.

8) Reports. The Advisory Committee shall submit all reports and communications directly to the County Commission Chair with a copy to the County Manager or designee. Any Advisory Committee reports required by the Alachua County Commission's Rules of Procedure shall be submitted in accordance with said Rules.

Section 6. Effective Date. This resolution shall take effect 10 days after its adoption. DULY ADOPTED in regular session, this 14th day of July, A.D., 2009.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Mike Byerly
Mike Byerly, Chair

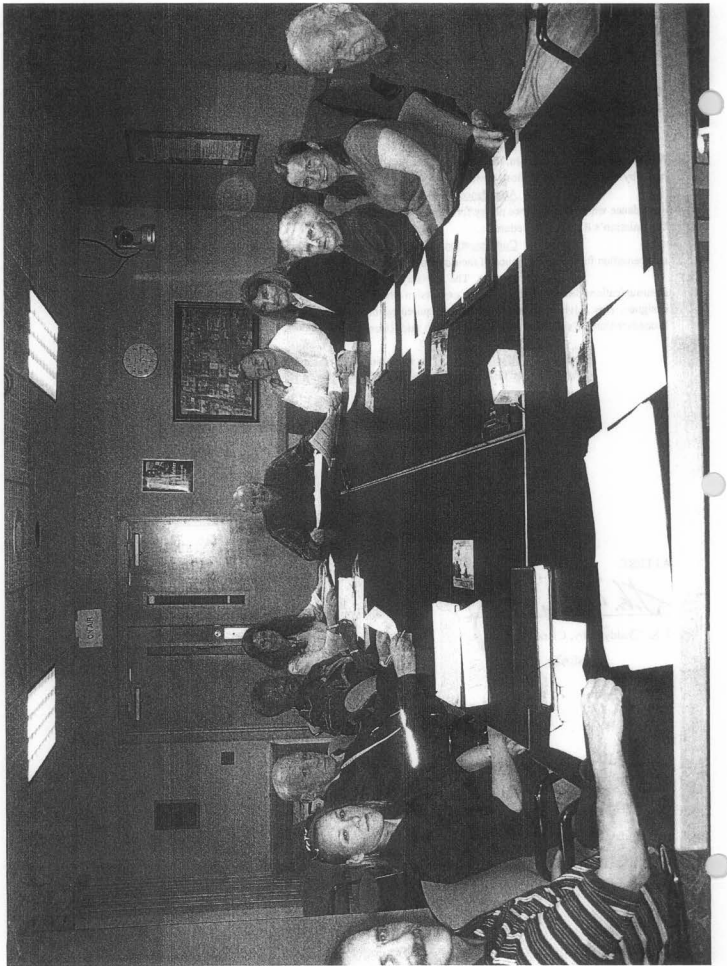
ATTEST:

J. K. "Buddy" Irby
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

D. Wade
Alachua County Attorney



April 26, 2011 Regular BoCC Meeting
Agenda Item #15

Title

SW 62nd Interim Improvement Project, FDOT Agreement: Planning, PD and E, Design, Construction and CEI of SW 62nd Interim Improvements Projects (Amended)

Amount

\$25,000.00

Description

Request adoption of a resolution to add funds as noted in the Local Agency Program Agreement (LAP) Supplemental Agreement No. 5 with FDOT. Approve supplemental agreement No. 5 for the LAP Agreement with Florida Department of Transportation (FDOT) for SW 62nd Boulevard/4 Lane Arterial Connector. Financial Project ID: 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58-01,02,03,04 and 211365-5-68-01,02,40.

Recommendation

Adopt Resolution to add funds as noted in the Local Agency Program Agreement (LAP) Supplemental Agreement No. 5. Approve supplemental agreement No. 5 for the LAP with Florida Department of Transportation (FDOT) for SW 62nd Boulevard/4 Lane Arterial Connector.

Alternative(s)

Do not approve Supplemental LAP Agreement No.5 and provide direction to staff on how to proceed.

Requested By

Richard Hedrick (Contact: David Cerlanek, 374-5245 ext. 1214)

Originating Department

Public Works

Attachment(s) Description

1.Local Agency Program Supplemental Agreement No. 5 with FDOT 2.Resolution 3.Executed LAP Agreement 4. Executed LAP Supplemental Agreements No. 1, 2, 3, and 4 5. Budget Amendment

Documents Requiring Action

1. Local Agency Program Supplemental Agreement No.5 with FDOT (in triplicate). 2. Resolution 3. Budget Amendment

Executive Summary

Additional funds are required for the Engineer of Record (HNTB) to provide post design services on the SW 62nd Blvd Connector Interim projects. In order to secure additional funds for post design services, it is necessary to approve a resolution and the Local Agency Program Agreement (LAP) Supplemental Agreement No. 5.

Background

The County has received the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Federal Earmark grant funding in the amount of approximately \$6.5 Million after recision. \$2 Million is allocated for the Planning, Project Development & Environment (PD&E) study and Design for the SW 62nd Blvd 4-Lane Arterial, and \$4.5 Million is allocated for right-of-way acquisition for the project. The expenditure of these funds is monitored by the Florida Department of Transportation (FDOT). The Public Works Department is Local Agency Program (LAP) certified by the FDOT

to manage this project. On June 12, 2007, the Board awarded a professional services contract to HNTB for a corridor study, a Project Development and Environment (PD&E) study and 100% construction plan development in the amount of \$997,948. On July 8, 2008 an amendment to the Agreement in the amount of \$371,206 was approved for additional PD&E services to evaluate all four viable alternatives. On October 21, 2008 the Board approved the scope of services for the design of three interim projects associated with the SW 62nd Blvd Connector Project. A second amendment to the Agreement with HNTB in the amount of \$511,191 was approved by the board on December 9, 2008 to complete 60% design plans for the three interim projects included in the scope. On December 11, 2008 the MTPO approved the transfer of \$5.8M from right-of-way funds to be used for design, construction and construction engineering inspection (CEI) for the SW 62nd Boulevard Interim projects. On January 12, 2009, the County adopted a resolution to enter into the Supplemental LAP Agreement No. 1 with the FDOT for use of these funds for design, construction and CEI for the interim projects. The Supplemental LAP Agreement No. 1 was approved by FDOT on June 15, 2009 which allowed the transfer of additional design funds to complete 100% design plans. A third amendment to the Agreement with HNTB in the amount of \$240,059 was approved on August 11, 2009 to complete 100% plans. With this amendment, the total planning, PD&E, and design amount is \$2,120,404. On March 23, 2010, the Board approved the 90% design plans and directed staff to finalize the plans and proceed with the bid phase. The county was notified that additional funds in the amount of \$134,752.59 are available to supplement the Construction Engineering Inspection (CEI) line item of the LAP agreement. The adjusted total amount of CEI funds of \$422,625.59 was approved by FDOT on May 25, 2010 through a Supplemental LAP Agreement No. 3. The LAP Supplemental Agreement No. 4 was approved by the BoCC on April 26, 2010 to add additional funds to CEI. The consultant providing the CEI services will assist the County in the construction administration, management, engineering and inspection services to ensure compliance with specific requirements of FDOT and assist the County in meeting the deadlines outlined in the LAP agreement for completion of the construction of the three interim projects.

Issues

Approval of the supplement is needed for staff to secure the additional funding for post design services for the three interim projects. Without this LAP Supplement, our engineer-of-record (HNTB) will not be able to continue to provide post design services for the three interim projects. This could potentially delay the construction of the three interim projects and could impact the county's ability to meet the deadlines outlined in the LAP agreement for completion of the construction of the three interim projects

Fiscal Recommendation

Approve Resolution, Budget Amendment and Local Agency Program Supplemental Agreement No. 5 with FDOT.

Fiscal Alternative(s)

N/A

Funding Sources

FDOT

Account Code(s)

Revenue: 349-7910-331.49-00, Expense: 349-7910-541.63-13

Attachment: Budget Amend LAP.pdf

Attachment: LAPsupp3.pdf

Attachment: lapsupp5resolution.pdf

Attachment: LAPsupp1.pdf

Attachment: LAPsupp2.pdf

Attachment: LAP mod 5 62nd Final.pdf

Attachment: LAPA.pdf

Attachment: LAPsupp4executed.pdf

RESOLUTION 11- 42

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET FOR REVENUES RECEIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board approved the Local Agency Program Agreement-Design, Construction and CEI of SW 62nd Blvd./4 lane Arterial Connector with the Florida Department of Transportation in FY 2007;

WHEREAS, the Local Agency Program Agreement-Supplemental Agreement #5 has been received from the Florida Department of Transportation;

WHEREAS, it is necessary to amend the budget within the FY07 SAFETEA - LU Grant Fund to account for and administer revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the budget within the FY07 SAFETEA - LU Grant Fund be amended, and the same is hereby, approved.
2. That this resolution shall take effect immediately

upon its adoption.

DULY ADOPTED in regular session, this 26th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____

Lee Pinkoson
Lee Pinkoson, Chair

ATTEST: _____

J. W. Irby
J. W. Irby, Clerk

(SEA)

APPROVED AS TO FORM

D. H. [Signature]
Alachua County Attorney



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

OFFICE OF THE
SECRETARY

March 15, 2011

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

**Subject: LOCAL AGENCY PROGRAM AGREEMENT – Supplemental # 5
Planning, PD&E, Design, Construction and CEI of SW 62nd Interim Improvements
Financial Project ID: 211365-3-18-01, 211365-3-28-01, 211365-3-38-01,
211365-5-58-01,02,03,04 & 211365-5-68-01,02,40
Federal ID: S124002R, S117003R, SFT2312R, SFT2247R, SFT2270R & S117003R**

Dear Ms. Nguyen:

Enclosed are three (3) copies of the **Local Agency Program Agreement- Supplemental # 5** for the subject project. This supplemental agreement is to add funds in the amount of \$25,000.00. The total amount of funds in the CEI category is \$686,334.89.

Please do not date the Agreement, as other approvals must be secured prior to establishing the execution date. In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7884.

Sincerely,

Jordan L. Green, P.E.
Rural Area Transportation Development Engineer

JLG:ke
Enclosures

CC: Mr. Lee Pinkoson, Chair, Alachua County BOCC, Chairperson
Ms. Karen Taulbee, Jacksonville Planning

RECEIVED

MAR 22 2011

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

SUPPLEMENTAL NO. 5 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01.02,03,04, 211365-5-68-01,02,40 CONTRACT NO. AOQ36
--	---	--

The Florida Department of Transportation _____ desires to supplement the original Agreement entered into and executed on 3/21/2007 _____ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector Length N/A

Termini SW 62nd Boulevard /4 Lane Arterial Connector in Alachua County

Description of Work:

Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector

Reason for Supplement:

Supplemental Agreement # 5 to add funds in the amount of \$25,000.00 for Post Design services for interim improvements - Phase 68-40.

E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- A. all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and
- B. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

SUPPLEMENTAL NO. 5	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01,02,40 CONTRACT NO. AOQ36
DUNS NO. 80-939-7102		

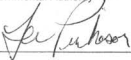
TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2006-2007	\$500,000.00		\$500,000.00		\$500,000.00
2007-2008					
2008-2009					
2009-2010					
Total Planning Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Project Development & Environment (PD&E)					
2007-2008	\$500,000.00		\$500,000.00		\$500,000.00
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Design					
2007-2008	\$1,000,000.00		\$1,000,000.00		\$1,000,000.00
2008-2009	\$125,000.00		\$125,000.00		\$125,000.00
2009-2010					
2010-2011					
Total Design Cost	\$1,125,000.00	\$0.00	\$1,125,000.00	\$0.00	\$1,125,000.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008					
2008-2009	\$5,488,361.00		\$5,488,361.00		\$5,488,361.00
2008-2009	(\$238,709.30)		(\$238,709.30)		(\$238,709.30)
2010-2011					
Total Construction Cost	\$5,249,651.70	\$0.00	\$5,249,651.70	\$0.00	\$5,249,651.70
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010	\$422,625.59	\$0.00	\$422,625.59		\$422,625.59
2010-2011	\$238,709.30	\$25,000.00	\$263,709.30		\$263,709.30
Total CEI Cost	\$661,334.89	\$25,000.00	\$686,334.89	\$0.00	\$686,334.89
Total Construction & CEI Costs	\$5,910,986.59	\$25,000.00	\$5,935,986.59	\$0.00	\$5,935,986.59
TOTAL COST OF THE PROJECT	\$8,035,986.59	\$25,000.00	\$8,060,986.59	\$0.00	\$8,060,986.59

SUPPLEMENTAL NO.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	FPN
5	LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01,02,40
DUNS NO.		CONTRACT NO.
80-939-7102		AOQ36

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

AGENCY ALACHUA COUNTY BOCC,
a Florida Governmental Authority

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: 
Name: _____
Title: **LEE PINKOSON, CHAIR**

By: _____
Name: Alan R. Mosley, P.E.
Title: District Two Secretary

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form: 
Attorney

Legal Review: _____
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 211365-3-18-01	Fund: S117	FLAIR Approp: _____
Federal No: S124002R	Org. Code: 55100100	FLAIR Obj.: _____
FPN: 211365-3-28-01	Fund: S117	FLAIR Approp: _____
Federal No: S124002R	Org. Code: 55100100	FLAIR Obj.: _____
FPN: 211365-3-38-01	Fund: S117	FLAIR Approp: _____
Federal No: S124002R	Org. Code: 55100100	FLAIR Obj.: _____
County No. 28	Contract No: _____	Vendor No.: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this 21st day of March, 2007 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, ALACHUA COUNTY hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the Planning, PD&E and Design of SW 62nd Blvd. / 4 Lane Arterial Connector in Alachua County, Florida and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) A & B are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an **extension of the time period is requested by the Agency** and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$500,000.00 (phase 18) / \$500,000.00 (phase 28) / \$1,000,000.00 (phase 38). This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, Federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for Federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry

out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to Alachua County may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Alachua County regarding such audit. Alachua County further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 of this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in PART I, paragraph 1 the recipient shall fulfill the requirements relative to addressee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (f), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year an audit conducted in accordance with the provisions of Section 215.97, Florida Statute, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Ms. Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32025

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Ms. Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32025

3. Copies of the financial reporting package required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32025

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
(Section 287.058(1)(c), Florida Statutes)

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400. (Section 287.058(1)(b), Florida Statutes)

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project, which under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for Federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period will not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement or (b) suspending the Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of the agreement.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If the Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of Federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable Federal and State regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable Federal and State regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable Federal and State regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all

Federal-aid contracts – 49 CFR 29)

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by submitting this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements in this certification, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial

supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134 F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

12.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the

Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law, provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Notification of Claims: When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients

shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Financial Project ID: 211365-3-18-01

211365-3-28-01

211365-3-38-01

Federal Project ID: S124002R

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

ALACHUA COUNTY, FLORIDA

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

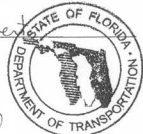
By: _____

District Secretary

Date: _____

Attest: _____

Executive Secretary



Approved as to form

Attorney

Approved as to form, legality

Office of District Two General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

Financial Project ID: 211365-3-18-01

211365-3-28-01

211365-3-38-01

Federal Project ID: S124002R

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Alachua County, Florida

Dated March 21, 2007

PROJECT LOCATION:

The project ☐ is ☒ is not on the National Highway System.

The project ☐ is ☒ is not on the State Highway System.

PROJECT DESCRIPTION:

Planning, PD&E and Design of SW 62nd Blvd. / 4 Lane Arterial Connector in Alachua County, Florida

SPECIAL CONSIDERATION BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

For projects that connect to the State Highway System:

- Local Agency will submit plans to District Planning in .pdf format (60%)
- District Planning will forward the plans to the Appropriate Maintenance Permits Coordinator
- Comments returned to District Planning
- District Planning will forward comments back to the Local Agency

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. **Right of Way requirements need to be submitted to the Department at 60% plans.**

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Planning Study to be completed by 06/30/07. (Phase 18 LAP Agreements)
- b) PD&E Study to be completed by 06/30/08. (Phase 28 LAP Agreements)
- c) Design to be completed on or before 06/30/09. (Phase 38 LAP Agreements)
- d) Right-of-Way requirements identified and provided to the Department by _____. (All LAPs requiring R/W) (District will handle all Right-of-Way activities on LAPs; this date would be set by the necessary timeframe to complete R/W activities)
- e) Right-of-Way to be Certified prior to advertising for Construction. (All Phase 58 LAPs)
- f) Construction contract to be let on or before _____. (For Phase 58 LAPs) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)

AGENCY NAME & BILLING ADDRESS Alachua County Board of County Commissioners 12 S.E. 1 st Street Post Office Box 2877 Gainesville, Florida 32602-2877	Financial Project ID: 211365-3-18-01 211365-3-28-01 211365-3-38-01
---	---

PROJECT DESCRIPTION

Name: SW 62nd Blvd. / 4 Lane Arterial Connector

Length: N/A

Termini:

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost	\$500,000.00 \$500,000.00	 	\$500,000.00 \$500,000.00
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost	\$500,000.00 \$500,000.00	 	\$500,000.00 \$500,000.00
Design 2006-2007 2007-2008 2008-2009 Total Design Cost	\$1,000,000.00 \$1,000,000.00	 	\$1,000,000.00 \$1,000,000.00
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost	 	 	
Construction 2006-2007 2007-2008 2008-2009 2009-2010 Total Construction Cost	 	 	
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost	 	 	
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$2,000,000.00		\$2,000,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

RESOLUTION 07-10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, APPROVING THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, PD&E, AND DESIGN OF SW 62ND BOULEVARD / 4 LANE ARTERIAL CONNECTOR PROJECT IN ALACHUA COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and the County desire to facilitate the Planning, PD&E and Design of the SW 62nd Boulevard / 4 Lane Arterial Connector Project in Alachua County; and

WHEREAS, the FDOT has requested that the County execute and deliver a resolution approving the Local Agency Program (LAP) Agreement for the Planning, PD&E and Design of the SW 62ND Boulevard / 4 Lane Arterial Connector Project to FDOT.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby approves the LAP Agreement with FDOT.
2. A certified copy of this resolution will be forwarded to the FDOT with the executed agreement.
3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 27th day of February, A.D., 2007

SEAL

ATTEST:

Steve Donahy, P.E.
J.K. "Buddy" Irby, Clerk

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: Paula M. DeLaney
Paula M. DeLaney, Chair

APPROVED AS TO FORM:

Robert M. Knight
County Attorney

9th March, 2007

Steve Donahy

SUPPLEMENTAL NO. 5 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01,02,40 CONTRACT NO. AQ036
--	---	--

The Florida Department of Transportation _____ desires to supplement the original Agreement entered into and executed on 3/21/2007 _____ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector Length N/A

Termini SW 62nd Boulevard /4 Lane Arterial Connector in Alachua County

Description of Work:

Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector

Reason for Supplement:

Supplemental Agreement # 5 to add funds in the amount of \$25,000.00 for Post Design services for interim improvements - Phase 68-40.

E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- A. all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and
- B. all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

SUPPLEMENTAL NO. 5 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01,02,40 CONTRACT NO. AOQ36
--	---	--

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 2009-2010 Total Planning Cost	\$500,000.00 _____ _____ _____ \$500,000.00	_____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ \$500,000.00	_____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ \$500,000.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	\$500,000.00 _____ _____ _____ \$500,000.00	_____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ \$500,000.00	_____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ \$500,000.00
Design 2007-2008 2008-2009 2009-2010 2010-2011 Total Design Cost	\$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00	_____ _____ _____ _____ \$0.00	\$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00	_____ _____ _____ _____ \$0.00	\$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Construction 2007-2008 2008-2009 2008-2009 2010-2011 Total Construction Cost	_____ \$5,488,361.00 (\$238,709.30) _____ \$5,249,651.70	_____ _____ _____ _____ \$0.00	_____ \$5,488,361.00 (\$238,709.30) _____ \$5,249,651.70	_____ _____ _____ _____ \$0.00	_____ \$5,488,361.00 (\$238,709.30) _____ \$5,249,651.70
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	_____ _____ \$422,625.59 \$238,709.30 \$661,334.89	_____ _____ \$0.00 \$25,000.00 \$25,000.00	_____ _____ \$422,625.59 \$263,709.30 \$686,334.89	_____ _____ _____ _____ \$0.00	_____ _____ \$422,625.59 \$263,709.30 \$686,334.89
Total Construction & CEI Costs	\$5,910,986.59	\$25,000.00	\$5,935,986.59	\$0.00	\$5,935,986.59
TOTAL COST OF THE PROJECT	\$8,035,986.59	\$25,000.00	\$8,060,986.59	\$0.00	\$8,060,986.59

SUPPLEMENTAL NO. 5 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01,02,40 CONTRACT NO. AOQ36
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY ALACHUA COUNTY BOCC,
a Florida Governmental Authority

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
 Name: _____
 Title: **LEE PINKOSON, CHAIR**

By: _____
 Name: Alan R. Mosley, P.E.
 Title: District Two Secretary

Attest: _____
 Name: _____
 Title: **ATTEST:**

Attest: _____
 Name: _____
 Title: _____

Date: _____
J. K. IRBY, CLERK

Date: _____

As to form: _____

 Attorney

Legal Review: _____
 Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

June 16, 2009

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida 32602-1188

**Subject: LOCAL AGENCY PROGRAM AGREEMENT – Supplemental Agreement #1
Design, Construction and CEI of SW 62nd Interim Improvements
Financial Project ID: 211365-3-38-01, 211365-5-58-01,02,03,04, 211365-5-68-01
Federal ID: S117-003-R, SFT2-270, SFT2-247, & SFT2-312**

Dear Ms. Nguyen:

Enclosed for your files is a fully executed copy of the Local Agency Program – Supplemental Agreement #1 for SW 62nd Boulevard Interim Improvements in Gainesville, Florida.

This letter serves as your Authorization to Advertise for Construction and Construction Engineering Inspection Services. After bids are received, please forward the tabulation of bids for the lowest, responsive bidder, certified by a responsible official to: Florida Department of Transportation, Attn: Jordan Green, P.E., 1109 South Marion Avenue, Lake City, Florida 32025.

The Department will formally concur with the lowest responsive bid and recommend award. At such time a Notice to Proceed will be issued by the Department. **No construction work is authorized until Notice to Proceed is issued by the Department.**

Also, please submit your Request for Proposal for Department review and approval for Construction Engineering Inspection Services.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

RECEIVED

JUN 19 2009

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

Sincerely,

Katrina Sadler
Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: The Honorable Rodney J. Long, Alachua County BOCC, Chairman
Ms. Karen Taulbee, Jacksonville Planning
Ms. Barbara Cloud, Federal Aid Coordinator

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211385-3-38-01, 211385-5-58- 01, 02, 03, 04, 211385-5-58-01 CONTRACT NO: A0Q38
DUNS NO. 80-939-7102		

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on 3/21/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Arterial Connector

Length n/a

Termini SW 62nd Blvd. / 4 Lane Arterial Connector In Alachua County

Description of Work:

Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Arterial Connector

Reason for Supplement:

Supplement is to convert all In-house Right of Way on Financial Project #211385-5 to Construction and Construction Engineering Inspection for Interim Improvements.

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
DUNS NO. 80-639-7102		

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2006-2007	\$500,000.00		\$500,000.00		\$500,000.00
2007-2008					
2008-2009					
2009-2010					
Total Planning Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Project Development & Environment (PD&E)					
2007-2008	\$500,000.00		\$500,000.00		\$500,000.00
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Design					
2007-2008					
2008-2009	\$1,000,000.00		\$1,000,000.00		\$1,000,000.00
2008-2009	\$125,000.00		\$125,000.00		\$125,000.00
2010-2011					
Total Design Cost	\$1,125,000.00	\$0.00	\$1,125,000.00	\$0.00	\$1,125,000.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008					
2008-2009		\$5,470,000.00	\$5,470,000.00		\$5,470,000.00
2009-2010					
2010-2011					
Total Construction Cost	\$0.00	\$5,470,000.00	\$5,470,000.00	\$0.00	\$5,470,000.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009		\$287,873.00	\$287,873.00		\$287,873.00
2009-2010					
2010-2011					
Total CEI Cost	\$0.00	\$287,873.00	\$287,873.00	\$0.00	\$287,873.00
Total Construction & CEI Costs	\$0.00	\$5,757,873.00	\$5,757,873.00	\$0.00	\$5,757,873.00
TOTAL COST OF THE PROJECT	\$2,125,000.00	\$5,757,873.00	\$7,882,873.00	\$0.00	\$7,882,873.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211385-3-38-01, 211385-5-58- 01,02,03,04, 211385-5-68-01 CONTRACT NO. AOQ36
--	---	---

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

AGENCY ALACHUA COUNTY BOCC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Mike Byerly*
 Name: MIKE BYERLY, CHAIR
 Title: Chair

By: *Charles W. Baldwin*
 Name: Charles W. Baldwin, P.E.
 Title: District Two Secretary

Attest: _____
 Name: _____
 Title: _____

Attest: *Lisa Lambert*
 Name: Lisa Lambert
 Title: Administrative Assistant

Date: _____

Date: June 15, 2009

As to form: APPROVED AS TO FORM
Robert Lee
 Attorney ALACHUA COUNTY ATTORNEY

As to form: _____
[Signature]
 District Attorney



See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

J.K. "Buddy" Irby
 J.K. "BUDDY" IRBY, CLERK

RESOLUTION 09-12

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 1 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION OF SW 62ND BOULEVARD / 4 LANE ARTERIAL CONNECTOR PROJECT IN ALACHUA COUNTY; AUTHORIZING THE CHAIR TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the State of Florida Department of Transportation (FDOT) and the County entered into a Local Agency Program (LAP) Agreement on March 21, 2007 to facilitate Planning, Project Development and Environment Study and Design of the SW 62nd Boulevard / 4 Lane Arterial Connector Project in Alachua County; and

WHEREAS, the State of Florida Department of Transportation (FDOT) and the County desire to supplement the agreement with additional funds for the Design, Construction and Construction Engineering Inspection of three Interim Projects associated with the SW 62nd Boulevard / 4 Lane Arterial Connector Project in Alachua County; and

WHEREAS, the FDOT has requested the County to execute and deliver a LAP Supplemental Agreement No. 1 for the Design, Construction and Construction Engineering Inspection of three Interim Projects associated with the SW 62ND Boulevard / 4 Lane Arterial Connector Project to FDOT; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby approves the LAP Supplemental Agreement No. 1.
2. A certified copy of this resolution will be forwarded to the FDOT with the executed agreement.

3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 27 day of January, A.D., 2009

SEAL

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:

Mike Byerly
Mike Byerly, Chair

ATTEST:

Steve Donahy, D.C.
J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM:

D. Warr
County Attorney



NOTED: This resolution was adopted by the Board of County Commissioners of Alachua County, Florida, on the 27th day of January, 2009.
J.K. "Buddy" Irby, Clerk
Steve Donahy

RECEIVED

SEP 28 2009

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

September 24, 2009

STEPHANIE C. KOPELOUSOS
SECRETARY

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida 32602-1188

**Subject: LOCAL AGENCY PROGRAM AGREEMENT – Supplemental Agreement #2
Design, Construction and CEI of SW 62nd Interim Improvements
Financial Project ID: 211365-3-38-01, 211365-5-58-01,02,03,04, 211365-5-68-01
Federal ID: S117-003-R, SFTL-343-R, SFTL-342-R, & SFTL-341-R**

Dear Ms. Nguyen:

Enclosed for your files is a fully executed copy of the Local Agency Program – Supplemental Agreement #2 for SW 62nd Boulevard Interim Improvements in Gainesville, Florida. Construction funds in the amount of \$18,362.00 were added to this project.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: The Honorable Rodney J. Long, Alachua County BOCC, Chairman
Ms. Karen Taulbee, Jacksonville Planning
Ms. Barbara Cloud, Federal Aid Coordinator

SUPPLEMENTAL NO. 2	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
DUNS NO. 80-939-7102		

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on 3/21/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Arterial Connector
Length n/a

Termini SW 62nd Blvd. / 4 Lane Arterial Connector in Alachua County

Description of Work:

Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Arterial Connector

Reason for Supplement:

Supplemental Agreement # 2 is to add construction funds in the amount of \$18,362.00.

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
--	---	---

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 2009-2010 Total Planning Cost	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00
Design 2007-2008 2008-2009 2008-2009 2010-2011 Total Design Cost	_____ \$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00	_____ _____ _____ _____ _____ \$0.00	_____ \$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00	_____ _____ _____ _____ _____ \$0.00	_____ \$1,000,000.00 \$125,000.00 _____ _____ \$1,125,000.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00
Construction 2007-2008 2008-2009 2009-2010 2010-2011 Total Construction Cost	_____ \$5,470,000.00 _____ \$18,362.00 _____ \$5,470,000.00	_____ _____ \$0.00 \$18,362.00 _____ \$18,362.00	_____ \$5,470,000.00 _____ \$18,362.00 _____ \$5,488,362.00	_____ _____ _____ _____ _____ \$0.00	_____ \$5,470,000.00 _____ \$18,362.00 _____ \$5,488,362.00
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	_____ _____ \$287,873.00 _____ _____ \$287,873.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ \$287,873.00 _____ _____ \$287,873.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ \$287,873.00 _____ _____ \$287,873.00
Total Construction & CEI Costs	\$5,757,873.00	\$18,362.00	\$5,776,235.00	\$0.00	\$5,776,235.00
TOTAL COST OF THE PROJECT	\$7,882,873.00	\$18,362.00	\$7,901,235.00	\$0.00	\$7,901,235.00

SUPPLEMENTAL NO. 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-38-01, 211365-5-58- 01, 02, 03, 04, 211365-5-68-01 CONTRACT NO. AOQ36
--	--	--

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

AGENCY ALACHUA COUNTY BOCC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Mike Byerly*
Name: _____
Title: Chair
MIKE BYERLY, CHAIR

By: *Lora B. Hollingworth*
Name: Charles W. Baldwin, P.E. Lora B. Hollingworth, P.E.
Title: District Two Secretary (Interim)

Attest: _____ ATTEST: _____
Name: _____
Title: _____

Attest: *Lisa Lambert*
Name: Lisa Lambert
Title: Administrative Assistant

Date: *J.K. "Buddy" Irby*
J.K. "BUDDY" IRBY, CLERK

Date: *Sept. 24, 2009*

As to form: *Paul L. Smith*
Attorney

As to form: *John Mowbray*
District Attorney



See attached Encumbrance Form for date of funding approval by Comptroller.

RECEIVED

JUN 01 2010

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

Florida Department of Transportation



CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

May 27, 2010

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida 32602-1188

Subject: LOCAL AGENCY PROGRAM AGREEMENT – Supplemental Agreement # 3
Design, Construction and CEI of SW 62nd Interim Improvements
Financial Project ID: 211365-3-18-01, 211365-3-28-01, 211365-3-38-01,
211365-5-58-01,02,03,04, & 211365-5-68-01
Federal ID: S117-003-R, SFT2-270, SFT2-247, & SFT2-312

Dear Ms. Nguyen:

Enclosed for your files is a fully executed copy of the Local Agency Program – Supplemental Agreement #3 for SW 62nd Boulevard Interim Improvements in Gainesville, Florida. Construction Engineering Inspection (CEI) funds in the amount of \$134,752.59 has been added to this project. The total amount of CEI funds is \$422,625.59. Construction funds were reduced by \$1.00 due to the balancing of the 2009 Annual Federal Appropriations. The adjusted total of construction funds is \$5,488,361.00.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: The Honorable Cynthia Chestnut, Alachua County BOCC, Chair
Ms. Ha Nguyen, P.E., Alachua County Public Work
Ms. Karen Taulbee, Jacksonville Planning
Ms. Barbara Cloud, Federal Aid Coordinator

SUPPLEMENTAL NO. 3 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
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The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on 3/21/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Connector
Length n/a

Termini SW 62nd Blvd., / 4 Lane Arterial Connector in Alachua County

Description of Work:
Design, Construction and Construction Engineering Inspection of SW 62nd Blvd. / 4 Lane Arterial Connector

Reason for Supplement:

Supplemental Agreement # 3 is to add Construction Engineering Inspection (CEI) funds in the amount of \$134,752.59. The total amount of CEI funds is \$422,625.59.

During the 2009 balancing of Annual Federal Appropriations, \$1.00 was removed from the contract in order to balance the budget. Therefore, it was necessary to reduce the construction amount by \$1.00. The adjusted total of construction funds is \$5,488,361.00.

SUPPLEMENTAL NO. 3 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 2009-2010	\$500,000.00 _____ _____ _____	_____ _____ _____ _____	\$500,000.00 _____ _____ _____	_____ _____ _____ _____	\$500,000.00 _____ _____ _____
Total Planning Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011	\$500,000.00 _____ _____ _____ _____	_____ _____ _____ _____	\$500,000.00 _____ _____ _____ _____	_____ _____ _____ _____	\$500,000.00 _____ _____ _____ _____
Total PD&E Cost	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00
Design 2007-2008 2008-2009 2009-2010 2010-2011	\$1,000,000.00 \$125,000.00 _____ _____ _____	_____ _____ _____ _____	\$1,000,000.00 \$125,000.00 _____ _____ _____	_____ _____ _____ _____	\$1,000,000.00 \$125,000.00 _____ _____ _____
Total Design Cost	\$1,125,000.00	\$0.00	\$1,125,000.00	\$0.00	\$1,125,000.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction 2007-2008 2008-2009 2008-2009 2010-2011	_____ \$5,488,362.00 _____ _____ _____	_____ (\$1.00) _____ _____ _____	_____ \$5,488,361.00 _____ _____ _____	_____ _____ _____ _____	_____ \$5,488,361.00 _____ _____ _____
Total Construction Cost	\$5,488,362.00	(\$1.00)	\$5,488,361.00	\$0.00	\$5,488,361.00
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011	_____ _____ \$287,873.00 _____ _____	_____ _____ \$134,752.59 _____ _____	_____ _____ \$422,625.59 _____ _____	_____ _____ _____ _____ _____	_____ _____ \$422,625.59 _____ _____
Total CEI Cost	\$287,873.00	\$134,752.59	\$422,625.59	\$0.00	\$422,625.59
Total Construction & CEI Costs	\$5,776,235.00	\$134,751.59	\$5,910,986.59	\$0.00	\$5,910,986.59
TOTAL COST OF THE PROJECT	\$7,901,235.00	\$134,751.59	\$8,035,986.59	\$0.00	\$8,035,986.59

SUPPLEMENTAL NO. 3 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-69-01 CONTRACT NO. AQ036
--	---	--

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

AGENCY ALACHUA COUNTY BOCC,
a Florida Governmental Authority

By: [Signature]
Name: CYNTHIA MOORE CHESTNUT, CHAIR
Title: LEE PARKERSON, Vice Chair

Attest:
Name: [Signature]
Title: J. K. IRBY, CLERK

Date: _____

As to form:
[Signature]
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Alan R. Mosley, P.E.
Title: District Two Secretary

Attest: [Signature]
Name: Lisa Lambert
Title: _____

Date: May 25, 2010

Legal Review:
[Signature] 524-10
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION 10-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET TO ADMINISTER UNANTICIPATED REVENUES RECEIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board approved the Local Agency Program Agreement-Design, Construction and CEI of SW 62nd Blvd./4 lane Arterial Connector with the Florida Department of Transportation in FY 2007;

WHEREAS, the Local Agency Program Agreement-Supplemental Agreement #3 has been received from the Florida Department of Transportation;

WHEREAS, it is necessary to amend the budget within the FY07 SAFETEA - LU Grant Fund to account for and administer unanticipated revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the budget within the FY07 SAFETEA - LU Grant Fund be amended, and the same is hereby, approved.

2. That the fiscal year 2009-10 budget for the FY07 SAFETEA - LU Grant Fund hereby amended 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 27th day of April, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Cynthia Moore Chestnut
Cynthia Moore Chestnut, Chair

ATTEST:

J. K. "Buddy" Irby
J. K. "Buddy" Irby, Clerk
(SEAL)

APPROVED AS TO FORM

A. W. G.
Alachua County Attorney



J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 19th day of May, 2010.
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: Steve Donahy
Deputy Clerk



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

October 14, 2010

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

Subject: LOCAL AGENCY PROGRAM AGREEMENT – Supplemental # 4
Planning, PD&E, Design, Construction and CEI of SW 62nd Interim Improvements
Financial Project ID: 211365-3-18-01, 211365-3-28-01, 211365-3-38-01,
211365-5-58-01,02,03,04 & 211365-5-68-01
Federal ID: S124002R, S117003R, SFT2312R, SFT2247R, SFT2270R & S117003R

Dear Ms. Nguyen:

Enclosed for your files is a fully executed copy of the Supplemental Agreement # 4 for the subject project. This supplemental agreement is to add Construction Engineering Inspection (CEI) funds in the amount of \$238,709.30 and also will reduce the Construction funds by the same amount. The total amount of CEI funds is **\$661,334.89**. The adjusted total of Construction funds is **\$5,249,651.70**.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler
Planning Program Administrator

KS:ke
Enclosures

CC: The Honorable Cynthia Moore Chestnut, Alachua County BOCC, Chairperson
Ms. Karen Taulbee, Jacksonville Planning

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ36
--	--	--

The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on 3/21/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector Length N/A

Termini SW 62nd Boulevard /4 Lane Arterial Connector in Alachua County

Description of Work:

Planning, PD&E, Design, Construction and Construction Engineering Inspection of SW 62nd Boulevard /4 Lane Arterial Connector

Reason for Supplement:

Supplemental Agreement # 4 is to add Construction Engineering Inspection (CEI) funds in the amount of \$238,709.30. The total amount of CEI funds is \$661,334.89.

The adjusted total of construction funds is \$5,249,651.70.

SUPPLEMENTAL NO. 4 DUNS NO. 80-039-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. ADQ36
--	--	--

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 2009-2010 Total Planning Cost	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011 Total PD&E Cost	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00	_____ _____ _____ _____ _____ \$0.00	\$500,000.00 _____ _____ _____ _____ \$500,000.00
Design 2007-2008 2008-2009 2009-2010 2010-2011 Total Design Cost	\$1,000,000.00 \$125,000.00 _____ _____ _____ \$1,125,000.00	_____ _____ _____ _____ _____ \$0.00	\$1,000,000.00 \$125,000.00 _____ _____ _____ \$1,125,000.00	_____ _____ _____ _____ _____ \$0.00	\$1,000,000.00 \$125,000.00 _____ _____ _____ \$1,125,000.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011 Total Right-of-Way Cost	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$0.00
Construction 2007-2008 2008-2009 2009-2010 2010-2011 Total Construction Cost	\$5,488,361.00 _____ _____ _____ _____ \$5,488,361.00	_____ _____ _____ _____ _____ (\$238,709.30)	\$5,488,361.00 _____ _____ _____ _____ \$5,249,651.70	_____ _____ _____ _____ _____ \$0.00	\$5,488,361.00 _____ _____ _____ _____ \$5,249,651.70
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011 Total CEI Cost	_____ _____ _____ _____ _____ \$422,625.59	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$422,625.59	_____ _____ _____ _____ _____ \$0.00	_____ _____ _____ _____ _____ \$422,625.59
Total Construction & CEI Costs	\$5,910,986.59	\$0.00	\$5,910,986.59	\$0.00	\$5,910,986.59
TOTAL COST OF THE PROJECT	\$8,035,986.59	\$0.00	\$8,035,986.59	\$0.00	\$8,035,986.59

SUPPLEMENTAL NO. 4 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 211365-3-18-01, 211365-3-28-01, 211365-3-38-01, 211365-5-58- 01,02,03,04, 211365-5-68-01 CONTRACT NO. AOQ38
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY ALACHUA COUNTY BOCC,
a Florida Governmental Authority

By: *Cynthia Moore Chestnut*
 Name: CYNTHIA MOORE CHESTNUT, CHAIR
 Title:

Attest: *J. K. Kirby* D.C.
 Name: J. K. Kirby, Clerk
 Title: Deputy Clerk
 ATTEST:

Date: 10/13/10
 J. K. KIRBY, CLERK

As to form:

Carol L. Taylor
 Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: *Alan R. Mosley*
 Name: Alan R. Mosley, P.E.
 Title: District Two Secretary

Attest: *Lisa Lamb*
 Name: Lisa Lamb
 Title: Admin. Asst.

Date: 10/13/10

Legal Review:

Melissa K. Plachaud 10-13-10
 Office of the General Counsel



See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION 10-R5

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET FOR REVENUES RECEIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board approved the Local Agency Program Agreement-Design, Construction and CEI of SW 62nd Blvd./4 lane Arterial Connector with the Florida Department of Transportation in FY 2007;

WHEREAS, the Local Agency Program Agreement-Supplemental Agreement #4 has been received from the Florida Department of Transportation;

WHEREAS, it is necessary to amend the budget within the FY07 SAFETEA - LU Grant Fund to account for and administer revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the budget within the FY07 SAFETEA - LU Grant Fund be amended, and the same is hereby, approved.
2. That this resolution shall take effect immediately

upon its adoption.

DULY ADOPTED in regular session, this 28th day of
September, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Cynthia Moore Chestnut
Cynthia Moore Chestnut, Chair

ATTEST:

for J.K. Irby, D.C.
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Paul Lutz

Alachua County Attorney



J.K. "Buddy" Irby, Clerk of the Circuit & County
Court, Eighth Judicial Circuit of Florida, in and
for Alachua County, hereby certifies this to be a
true and correct copy of the document now on
record in this office. Witness my hand and seal
this 30th day of September 2010.
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: J.K. Irby, D.C.
Deputy Clerk

April 26, 2011 Regular BoCC Meeting
Agenda Item #16

Title

No Parking Zones for SW 75th Street in front of Kanapaha Park (Amended)

Amount

\$1,872.00

Description

Request Approval of the installation of No Parking Signs on SW 75th Street in front of Kanapaha Park

Recommendation

Approve the installation of No Parking Signs on SW 75th Street in front of Kanapaha Park on both sides of the road from SW 41st Place to the SW 36th Avenue and authorize the chair to sign the enabling resolution.

Alternative(s)

Do not approve and provide staff with direction

Requested By

Richard Desrick via David Cerlanek 352-374-5245 ext. 214

Originating Department

Public Works

Attachment(s) Description

Location Map, Pictures, Resolution

Documents Requiring Action

Resolution

Executive Summary

Citizens have notified Public Works of parked vehicles on the side of SW 75th Street in front of Kanapaha Park. Public Works staff has investigated, and has determined that the parking of these vehicles creates a safety and maintenance problem along SW 75th Street from SW 41st Place to the northern property line of Kanapaha Park. The Department recommends extending the no parking zone to SW 36th Avenue to prevent people from parking to the north of the park and accessing the park from the sidewalk via the gate in the fence (Approximately 1800')

Background

SW 75th Street is currently classified as an arterial roadway with an average daily traffic volume of 13,700. Citizens have complained to the Public Works Department about people parking on the side of the roadway in front of Kanapaha Park. Public Works staff conducted a field visit and confirmed these complaints. Parking these vehicles on the side of the road creates a safety hazard because vehicles are parked within the clear zone and back out onto a major facility with a high traffic volume. Entering and exiting the roadway in this manner also damages the turf and creates drop-offs at the edge of pavement creating additional safety and maintenance issues. The Public Works Department has attempted to discourage parking by placing landscaping in the area where the majority of the parking is taking place. However, the parking problem has gotten worse. The Public Works Department recommends placing the "No Parking" signs on both sides of the road from SW 41st Place to SW 36th Avenue in front of Kanapaha Park. Chapter 51 of the Alachua County Code allows for the County to regulate parking on County roadways.

"No Parking" regulatory signs are required to be posted for enforcement.

Issues

Parking on the right-of-way on a major high traffic facility is a safety hazard and creates additional maintenance. County ordinance already restricts parking on the right-of-way but signs are needed for enforcement.

Fiscal Recommendation

The costs of the manufacturing and installation of these signs will be paid from routine operation and maintenance gas tax funds. Sufficient funds exist within the FY11 budget.

Fiscal Alternative(s)

N/A

Funding Sources

Gas Tax Uses Fund

Account Code(s)

149-7910-541-53.50

Attachment: SW 75th Street No Parking resolution.pdf

Attachment: Kanapaha Park No Parking Location Map.pdf

Attachment: Kanapaha Park No Parking Pics.pdf

RESOLUTION 11-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND POSTING OF RESTRICTED PARKING ON SW 75th STREET IN FRONT OF KANAPAHA PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, multiple citizens have requested the establishment of a no parking zone on a segment of SW 75th Street which is a roadway owned by the County and lying within the unincorporated area;

WHEREAS, the Alachua County Public Works Department has found the concern about on-street parking by park patrons on a major County roadway to be legitimate;

WHEREAS, Section 316.006(3)(c), Florida Statutes, and Chapter 51, Alachua County Code, provides that the Board of County Commissioners may regulate parking on County-owned property by resolution of the Board and the posting of regulatory parking signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the Board of County Commissioners has duly considered the request of the citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

That both sides of SW 75th Street from SW 41st Place to SW 36th Avenue are hereby designated as a no parking zone; the Alachua County Public Works Department shall install "No Parking" signs at locations deemed appropriate by the Public Works Department and the Alachua County Sheriff's Office; and the Alachua County Sheriff's Office is authorized to enforce such parking restrictions.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 26th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson,
Chair

ATTEST

APPROVED AS TO FORM:

J.K. "Buddy" Irby, Clerk

County Attorney



Location Map SW Tower Road "No Parking" Signs

Legend

-  No Parking Zone
-  Kanapaha Park
-  Streets



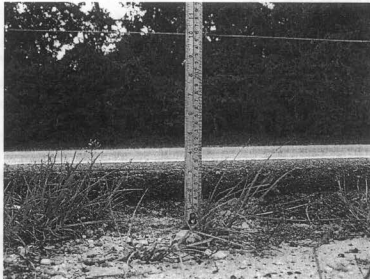
Date Prepared: September 3, 2008
Alachua County Public Works

Tower Road in front of Kanapaha Park



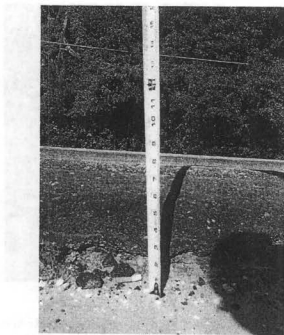
Picture 1.

Vehicles driving off the roadway damage the vegetation as shown in Picture 1. The damaged areas are then susceptible to erosion from the stormwater runoff, creating drop-offs.

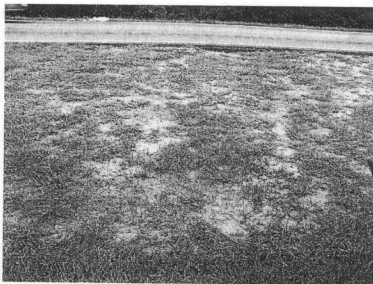


Picture 2

Drop-offs at the edge of pavement are created when vehicles drive off the road to park on the right-of-way. The maximum drop-off's in 2008, as shown in Picture 2 above, were between 2"-3". These drop-off's have increased to 4"-6" as shown in Picture 3 below.

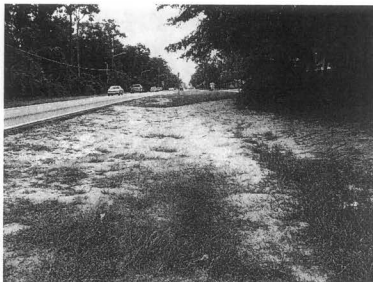


Picture 3



Picture 4

The vehicles parking on the roadway kill the grass causing erosion as shown in Picture 4. The eroded soil is deposited at the bottom of the slope, filling the ditch. Some soil can also be deposited downstream creating sedimentation issues at culverts.



Picture 5

Picture 5, above, shows an area located where the sidewalk on Tower Road merges onto the Kanapaha Park property. A gap in the fence allows provides excellent access for those parked in the right-of-way to the picnic areas. Almost all of the vegetation has died in this area causing erosion of the front and back slopes of the swale. A significant drop-off has also been created at the edge of pavement. The picture below shows the same area with the landscaping and fencing that was added to try and prevent the parking. The area has experienced more erosion and an increase in edge of pavement drop-off's since the landscaping was installed, as shown in Picture 6.



Picture 6

April 26, 2011 Regular BoCC Meeting
Agenda Item #17

Title

No Parking Zones on SE 15th Street in front of T.B. McPherson Park (Amended)

Amount

\$2,845.00

Description

Request Approval of No Parking Signs on SE 15th Street in front on T.B. McPherson Park

Recommendation

Approve the installation of No Parking Signs on SE 15th Street in front on T.B. McPherson Park on both sides of the road from SE 23rd Place to SE 15th Avenue and authorize the chair to sign the enabling resolution.

Alternative(s)

Do not approve and provide staff with direction

Requested By

Richard Hedrick via David Cerlanek, 374-5245 ext 214

Originating Department

Public Works

Attachment(s) Description

Location Map, Pictures, Resolution

Documents Requiring Action

Resolution

Executive Summary

Members of the Gainesville Police Department notified Public Works of parked vehicles on the side of SE 15th Street in front of T.B. McPherson Park. Public Works staff has investigated, and has determined that the parking of these vehicles creates a safety problem along SE 15th Street from SE 23rd Place to SE 15th Avenue. The total length of the no parking zone is 2,684'.

Background

SE 15th Street is currently classified as a major collector with an average daily traffic volume of 3,000 and a posted speed limit of 45 mph. Staff from the Gainesville Police Department notified the Public Works Department of a potential safety issue associated with people parking on the side of the roadway in front of T.B. McPherson Park. Public Works staff conducted a field visit and confirmed these complaints. Parking these vehicles on the side of the road creates a safety hazard because vehicles are parked within the clear zone and back out onto a major facility. Entering and exiting the roadway in this manner also damages the turf and creates drop-offs at the edge of pavement creating additional safety and maintenance issues. The Public Works Department recommends placing the "No Parking" signs on both sides of the road from SE 23rd Place to SE 15th Avenue. Chapter 51 of the Alachua County Code allows for the County to regulate parking on County roadways. "No Parking" regulatory signs are required to be posted for enforcement.

Issues

Parking on the right-of-way on a major facility is a safety hazard and creates additional maintenance. County ordinance already restricts parking on the right-of-way but signs are needed for enforcement.

Fiscal Recommendation

The costs of the manufacturing and installation of these signs will be paid from routine operation and maintenance gas tax funds. Sufficient funds exist within the FY11 budget.

Fiscal Alternative(s)

N/A

Funding Sources

Gas Tax Uses Fund

Account Code(s)

149-7910-541-53.50

Attachment: TB MCPerson NO Parking.pdf

Attachment: TB McPherson No Parking Pics.pdf

Attachment: SE 15th Street No Parking resolution.pdf

RESOLUTION 11-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND POSTING OF RESTRICTED PARKING ON SE 15th STREET IN FRONT OF T.B. McPHERSON PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Gainesville Police Department has requested the establishment of a no parking zone on a segment of SE 15th Street which is a roadway owned by the County and lying within the City of Gainesville;

WHEREAS, the Alachua County Public Works Department has found the concern about on-street parking by park patrons on a major County roadway to be legitimate;

WHEREAS, Section 316.006(3)(c), Florida Statutes, and Chapter 51, Alachua County Code, provides that the Board of County Commissioners may regulate parking on County-owned property by resolution of the Board and the posting of regulatory parking signs conforming to the manual and specifications of the Department of Transportation; and

WHEREAS, the Board of County Commissioners has duly considered the request of the Gainesville Police Department;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

That both sides of SE 15th Street from SE 23rd Place to SE 15th Avenue are hereby designated as a no parking zone; the Alachua County Public Works Department shall install "No Parking" signs at locations deemed appropriate by the Public Works Department and the Gainesville Police Department; and the Gainesville Police Department is authorized to enforce such parking restrictions.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 26th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson,
Chair

ATTEST

APPROVED AS TO FORM:

J.K. "Buddy" Irby, Clerk

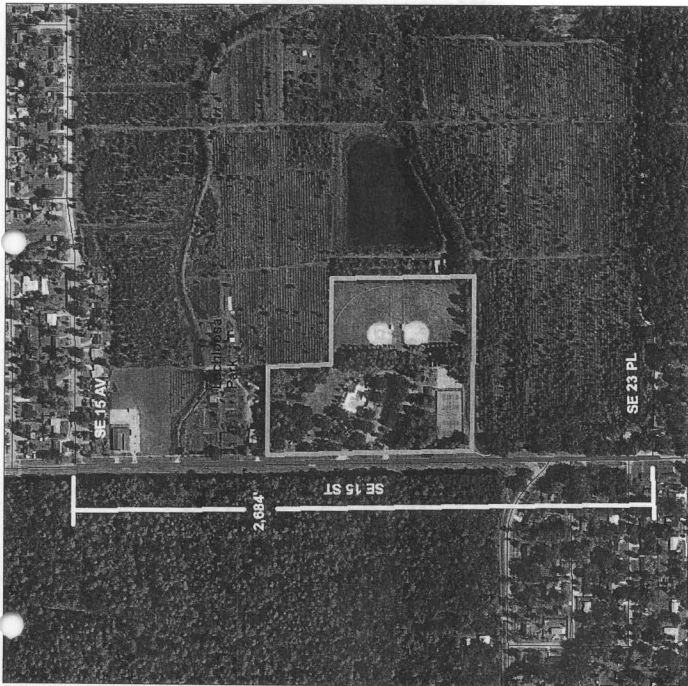
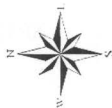
County Attorney

Location Map

T.B. McPherson Park
No Parking Zones

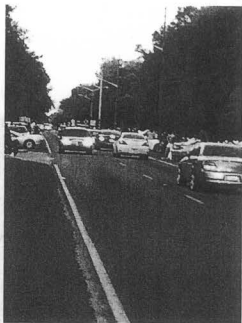
Legend

-  No Parking Zone
-  T.B. McPherson Park
-  Streets



Date Prepared: April 7, 2011
Alachua County Public Works

SE 15th Street in front of T.B. McPherson Park



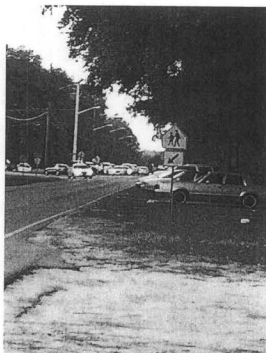
Picture 1. At park entrance facing south



Picture 2. At park entrance facing north



Picture 3. At church just south of SE 15th Avenue facing south.



Picture 3. At SE 23rd Place facing north.

April 26, 2011 Regular BoCC Meeting
Agenda Item #18

Title

Florida Department of Transportation County Incentive Grant Program (Amended)

Amount

N/A

Description

The Florida Department of Transportation is soliciting applications for the County Incentive Grant Program, a matching grant program for transportation facilities.

Recommendation

Authorize staff to submit applications for the SW 8th Avenue/SW 143rd St and NW 23rd Avenue projects to the County Incentive Grant Program.

Alternative(s)

Do not authorize staff to submit applications for the SW 8th Ave/SW 143rd St and the NW 23rd Ave projects to the County Incentive Grant Program

Requested By

Jeff Hays

Originating Department

Growth Management

Attachment(s) Description

SW 8th Ave/SW 143rd St Grant Application NW 23rd Ave Grant Application County Incentive Grant Program Solicitation Letter Adopted Capital Improvements Element MTPO 2035 Long Range Transportation Plan

Documents Requiring Action

NA

Executive Summary

Periodically the Florida Department of Transportation (FDOT) solicits applications for the County Incentive Grant Program (CIGP). This solicitation is for the 2014/15 fiscal year. The program is a 50:50 matching grant for transportation projects. Staff has prepared applications for two transportation projects that are of appropriate scale and that would meet the goals of the program.

Background

Florida Statute 339.2817 provides for the County Incentive Grant Program (CIGP). The grant program provides for up to a 50:50 matching grant for transportation projects. The County has received funding from the CIGP in a previous year for the SW 24th Avenue project. SW 8th Ave/SW 143rd St and NW 23rd Avenue are two of the top priority projects in the adopted Capital Improvements Element.

Issues

If either of these projects are selected by FDOT, the County will be required to enter into an agreement with the State to fund and

construct the proposed projects. The County currently has a sufficient balance in the Southwest District impact fee district to provide the matching funds for the SW 8th Ave/SW 143rd St project. The SW 23rd Avenue project is a larger scale project due to the widening of the bridge over I-75. If this project is selected, staff will discuss an appropriate phasing with the FDOT and review private sector infrastructure commitments in the vicinity with an eye towards reprioritizing those commitments or bringing a Transportation Special District plan (Tax Increment Financing) for the Northwest District back before the Board. The current Florida Senate budget proposal has \$80 million as a statewide allocation to the CIGP.

Fiscal Recommendation

There is no fiscal commitment in submitting the applications to the program. If either of these projects is selected by the FDOT, Staff will be coming back before the Board to discuss the available funding sources and there will be a need for the County to match the FDOT grant.

Fiscal Alternative(s)

NA

Funding Sources

NA

Account Code(s)

NA

Attachment: NW 23rd Ave Map.pdf

Attachment: NW23rdAveCIPGAPP.pdf

Attachment: SW 8th Ave CIPG App.pdf

Attachment: FDOTLtrCIGP.pdf

Attachment: SW 8th Ave Map.pdf

Attachment: 2030CIE.pdf

Attachment: 2035LRTP_Update.pdf



RICK SCOTT
GOVERNOR

Florida Department of Transportation

1109 South Marion Avenue
Lake City, Florida 32025-5874

March 9, 2011

3-16-11
David Carlisle
Michael Smith
Ken Hain
OFFICE OF THE SECRETARY

RECEIVED (K)

MAR 14 2011

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

The Honorable Lee Pinkoson, Chair
Alachua County Board of County Commissioners
12 S.E. 1st Street
Gainesville, Florida 32601

Subject: County Incentive Grant Program (CIGP)

Dear Chairman Pinkoson:

The County Incentive Grant Program (CIGP) was created by the Florida Legislature in Section 339.2817, Florida Statutes. This program allows the Department of Transportation to enter into Joint Participation Agreements with counties for the improvements of transportation facilities on the State Highway System. Funds may also be used for local transportation facilities that relieve congestion on the State Highway System. Local municipalities may apply for projects through their respective County Commission or Metropolitan Planning Organization. The statute established a 50% match for eligible projects. Counties designated as part of the Rural Economic Development Initiative (REDI) may request a waiver of this match.

The Department has developed a process for identifying, prioritizing and selecting eligible projects for construction. A copy of this process is attached. Please use the attached project criteria and project information sheets for your submittal.

To implement the program for Fiscal Year 2014/2015, the Department is requesting two candidate projects to be submitted by May 1, 2011. From this list, district staff will select projects for inclusion in the Department's Work Program. The program will be coordinated and managed by the District Planning Office taking into consideration the criteria found in Section 339.2817, Florida Statutes.

We look forward to working with you in this program. Please provide your candidate project(s) to Ms. Katrina Sadler, Planning Programs Administrator. Ms. Kim Evans, JPA/LAP Coordinator, will be your main point of contact should you have any questions or comments. Ms. Evans can be reached at 386-961-7402.

Sincerely,

Jordan L. Green, P.E.
Rural Area Transportation Development Engineer

JLG:KDS:ke
Enclosures

cc: Mr. Marlie Sanderson, MTPO Director, Gainesville Metropolitan Planning Organization
Mr. Rick Hedrick, Public Works Director
Mr. Randall Reid, County Manager

County Incentive Grant Program

District Two Process

- District will solicit for candidate projects in March
- Local Agency will send list of candidate projects to the District by May 1st
- Local Agency will provide detailed scope of work, map and cost estimate
- District will review scope and verify cost estimate and development map
- District Selection Committee meets to select projects in August
- Coordinate with Work Program to program selected projects by September 1st
- District will notify Local Agency of project selection in September
- District will execute JPA at appropriate time

**The County Incentive Grant Program
Criteria and Project Information Sheet**

(This should be used by Counties for selection of candidate projects)

Per F.S. 339.2817:

For County Eligibility:

All District Two Counties are eligible

For Project Eligibility (as a minimum):

1. Located on the SHS or relieve traffic congestion on the SHS.
2. Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization and with any local comprehensive plans.

The Department must consider, but is not limited to, the following criteria for evaluation of projects for County Incentive Grant Program assistance:

- a. The project will encourage, enhance, or create economic benefits
- b. The likelihood that assistance would enable the project to proceed at an earlier date than the project could otherwise proceed
- c. The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment
- d. The extent to which the project uses new technologies, including intelligent transportation systems, which enhance the efficiency of the project
- e. The extent to which the project helps to maintain or protect the environment
- f. The extent to which the project includes transportation benefits for improving intermodalism and safety

**COUNTY CANDIDATE PROJECTS FOR INCLUSION IN THE
COUNTY INCENTIVE GRANT PROGRAM**

Project Description

CAPITAL IMPROVEMENTS ELEMENT

Goals, Objectives and Policies

GOAL

PROVIDE AND MAINTAIN, IN A TIMELY AND EFFICIENT MANNER, ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS, CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES.

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 1.1.1 Alachua County shall coordinate capital improvements with the plans for, and impacts of capital improvements proposed by State agencies and the Suwannee River and St. John's River Water Management Districts.

Policy 1.1.2 Alachua County shall coordinate the timing and location of capital improvement projects with improvement projects of the municipalities in Alachua County, the School Board of Alachua County, the Alachua County Library District, the Regional Transit System (RTS), the Florida Department of Transportation (FDOT), and surrounding counties. This shall be implemented as follows:

As part of the annual update of the Capital Improvements Program (CIP), and Capital Budget, capital improvement plans of local agencies relevant to the facilities provided in Alachua County's CIE and CIP shall be identified and analyzed. This analysis may be in the form of maps identifying existing facilities, planned improvements for the upcoming fiscal year, five-year plans and the 2030 Multi-Modal transportation Capital Improvement Program. In turn, Alachua County shall provide information concerning the timing, location, and design of proposed capital improvements by the County to these entities and shall maintain a data base on facilities affecting or affected by facilities provided by the County.

Policy 1.1.3 The Capital Improvements Element shall be consistent with the North Central Florida Strategic Regional Policy Plan and the State Comprehensive Plan.

Policy 1.1.4 All public facility improvements shall be consistent with the other elements of the Comprehensive Plan. This shall be implemented by including for all projects in the Capital Improvement Program, an analysis of consistency with 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.

OBJECTIVE 1.2

Alachua County shall define types of public facilities and establish the standards or guidelines for level of service (LOS) by facility type to be used in developing and updating the five year capital improvement program and the 2030 Multi-Modal Transportation Capital Improvement Program to implement this element.

Policy 1.2.1 Public facilities are classified in the following manner:

- A. Category "A" public facilities are arterial and collector roads, bicycle facilities, pedestrian facilities, transit facilities, storm water management systems, solid waste, and recreation facilities owned and operated by the County, and are addressed in other elements of this Comprehensive Plan;
- B. Category "B" public facilities are arterial and collector roads, bicycle facilities, pedestrian facilities, transit facilities, storm water management systems, potable water, sanitary sewer, public schools, and recreation facilities located in the unincorporated area of the County, owned and operated by other entities including Federal and State government or other jurisdictions or private providers in Alachua County.
- C. Category "C" public facilities are correctional, emergency medical services, fire services, sheriff, preservation lands, and other governmental facilities owned and operated by the County.

Policy 1.2.2 Alachua County shall maintain adopted LOS standards for Category "A" public facilities and include the capital improvements to Category "A" public facilities in the Capital Improvements Program (CIP) or 2030 Multi-Modal Transportation Capital Improvement Program. Procedures are included in the development regulations to ensure that adequate facilities to maintain level of service standards on those facilities in the unincorporated area of the County will be available concurrent with the impacts of new development subject to approval by the County as defined in Policy 1.3.2 (A-C). Pursuant to Section 163.3167(2), Florida Statutes, no final development order or permit which contains a specific plan for development, including the densities and intensities of development, shall be approved by Alachua County without a prior determination that this concurrency requirement will be met.

Policy 1.2.3 Alachua County shall maintain adopted LOS standards for Category "B" public facilities and shall review planned improvements to these facilities as part of the annual update of the Capital Improvements Program. Procedures shall be included in the development regulations to ensure that adequate facilities to maintain level of service standards will be available concurrent with the impacts of development as defined in Policy 1.3.2 (A-C). Pursuant to Section 163.3167(2), no final development order or permit which contains a specific plan for development, including the densities and intensities of development, shall be approved without a determination that this concurrency requirement will be met.

Policy 1.2.4 LOS standards for Category "A" and "B" public facilities shall be as follows:

A. Transportation Facilities Level of Service:

1. Within Urban Cluster Transportation Mobility Districts, the County adopts the following level of service standards, as further detailed in Policy 1.1.4 of the Transportation Mobility Element and Policy 1.3.2 (C) (3) (a-c) of the Capital Improvements Element. The level of service for pedestrian, bicycle, and express transit are long range standards. The level of service for motor vehicles is based on an Areawide analysis for each district.

Mode of Travel	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

2. For areas outside of Urban Cluster Mobility Districts, Alachua County shall adopt the following minimum level of service standards based on peak hour conditions for functionally classified roadways in order to maximize the efficient use and safety of roadway facilities:

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)

- B. Recreation LOS Standards: The County shall adopt and maintain, at a minimum, the following level of service standards for recreation of: (1) 0.5 acres of improved activity-based recreation sites per 1000 persons in the unincorporated area of Alachua County; (2) 5.0 acres of improved resource-based recreation sites per 1000 persons in the unincorporated area of Alachua County. Within twelve (12) months of completion and adoption of a County-wide Recreation Master Plan, the County shall pursue a comprehensive plan amendment to revise the level of service standards and Table 1 of the Recreation Element.

- C. The level of service (LOS) standard for solid waste disposal, used as the basis for determining availability of disposal capacity to accommodate the demand generated by existing and new development in Alachua County, is at a minimum, at 0.73 tons per person per year.

- D. Stormwater Management LOS Standards (based on Stormwater Management Element: Policy 3.1)

Facility	Level of Service
Residential floor elevation	1 foot above the 100 year/ critical-duration storm elevation
Non-residential floor elevation	1 foot above 100 year/ critical-duration storm elev. or 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
Side drains	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

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.

- E. Potable Water and Sewer LOS Standards (based on Potable Water and Sanitary Sewer Element):

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:	As determined using Insurance Services Organization guidelines

Sanitary Sewerage

Collection System:	1.5 times the peak day
Treatment and Disposal:	Annual average daily flow which allows for anticipated peak hour flow

Municipal Systems- LOS Requirements

GAINESVILLE

Potable Water:

Peak Residential:	317 gallons per day per dwelling unit;
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Peak Non-residential:	Average daily demand multiplied by 1.3 as estimated for plant connection fees.
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Sanitary Sewerage:

Peak Day Residential	200 gallons per day per dwelling unit
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Peak Day Non-residential:	Average daily flow multiplied by 1.15 as estimated for plant connection fees
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ALACHUA

Potable Water:

124 gallons per capita per day

Sanitary Sewer:

81 gallons per capita per day (Paul O'Dea Plant)
--

60 gallons per capita per day (Turkey Creek Plant)
--

ARCHER

Potable Water:

116 gallons per capita per day

HAWTHORNE

Potable Water: 117 gallons per capita per day
Sanitary Sewer: 100 gallons per capita per day

HIGH SPRINGS

Potable Water: 135 gallons per capita per day

MICANOPY

Potable Water: 120 gallons per capita per day

NEWBERRY

Potable Water: 124 gallons per capita per day
Sanitary Sewer: 120 gallons per capita per day

WALDO

Potable Water: 89 gallons per capita per day
Sanitary Sewer: 61 gallons per capita per day

For private package treatment plants, community water systems, and non-community water systems, the level of service standards shall be the minimum design and operating standards as established by the authorized local, regional, water management district, state, or federal regulatory agency.

F. Public Schools LOS Standard (based on Public School Facilities Element)

The uniform, district-wide LOS standards shall be 100% of Permanent Program Capacity [see definition] for elementary, middle and high schools. This LOS standard shall apply to all concurrency service areas (CSA) as adopted in the 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 shall be applied to School Concurrency Service Areas (SCSAs) as specified in the Public School Facilities Element.

Policy 1.2.5 Alachua County shall adopt LOS guidelines for Category "C" public facilities, and include those facilities in the CIP. These LOS guidelines are to be used for analysis and identification of Capital Improvement Project needs for these facilities to be included in the Capital Improvement Program. These level of service guidelines shall be for advisory purposes only. The LOS guidelines for Category "C" public facilities are the following:

A. Fire LOS guidelines are as follows:

1. In the Urban Service Area, initial unit response LOS guideline is within 4 minutes for 80% of all emergency responses within a 12 month period. Fire suppression/ protection service level for all properties in the Urban Service Area shall be at the ISO (Insurance Service Office) Class Protection 4 or better. Land development regulations shall require that 100% of development shall provide water supply served by hydrants.
 2. In the Urban Cluster, initial unit response LOS guideline is within 6 minutes for 80% of all emergency responses within a 12 month period. Fire suppression /protection service level for all properties in the Urban Cluster shall be at the ISO (Insurance Service Office) Class Protection 6 or better. Land development regulations shall require that 100% of development shall provide water supply served by hydrants.
 3. In the rural area, initial unit response LOS guideline is within 12 minutes for 80% of all emergency responses within a 12 month period. Fire suppression/protection service level for all properties in the Rural Area shall be at the ISO (Insurance Service Office) Class Protection of <10. Development will provide adequate water supply for fire suppression and protection, and fire service compliant fire connections, required through land development regulations.
 4. The County shall update the Fire Service Master Plan and evaluate capital and related operational needs to meet these LOS guidelines. This update shall include identification of funding sources that could be established as part of a financially feasible plan to meet these guidelines. This update and adoption of a financially feasible plan shall serve as a basis for consideration of an amendment to the Comprehensive Plan to establish level of service standards for Fire Rescue services as part of the County's concurrency management requirements.
- B. Jail space - LOS guidelines based on trends in population growth and composition, crime rate and related factors including but not limited to state and national incarceration rates. LOS guidelines for alternatives to jail such as Work Release and various forms of community supervision should increase in a proportion equal to or exceeding increases in Jail space.

- C. Government buildings and facilities - LOS guidelines based on Alachua County Master Space Plan adopted by the Board of County Commissioners on June 13, 1995, and any amendments thereto. Facilities shall incorporate and recognize urban design principles. Life cycle costs should be considered in the design and construction of government facilities. The County shall implement an Energy Conservation Plan including a program to track the use of energy and water in facilities owned by the County and reducing energy consumption as it relates to budgetary constraints. The County shall require energy efficient retrofits of existing facilities and will ensure energy efficient objectives are met in the planning and construction of any new facilities.
- D. Preservation lands - Preservation lands shall be prioritized for public acquisition consistent with Section 6 of the Conservation and Open Space Element. A level of service guideline for preservation lands shall be developed as part of the land conservation master plan addressed in Objective 6.1 of the Conservation and Open Space Element.
- E. Alachua County shall adopt guidelines for roads functionally classified as local, as indicated below:
1. The land development regulations shall include standards, criteria, and procedures to ensure that an adequate system of roads functionally classified as local provides safe and maintainable multi-modal access to new development that will use such roads. These regulations shall include design standards to ensure that the structural integrity and volume capacity of such roads are adequate based on projected trips to and from such development and shall take into account requirements for fire-fighting and other emergency and service vehicle access. Evaluation and approval of new development proposals shall include assessment of impact on and capacity of directly connected existing local roads.
 2. The land development regulations shall include guidelines, standards, and procedures for the identification of existing local graded roads providing access to existing development that are deficient based on findings that the condition of such roads is below or is projected to be below that required to meet minimum standards for public safety based on factors such as accidents, indications of inaccessibility to emergency and service vehicles, indications of inability to properly maintain, and projected traffic volumes in relation to the condition of the road. A management program for such roads identified as deficient shall be developed by the County Public Works Department for consideration as part of the annual Capital Improvements Program update. This shall include identification of the cost of required maintenance or modifications necessary to remedy identified deficiencies, identification of existing or proposed sources of funding such expenditures, and identification

of areas proposed for deferral of further development pending remedy of existing local road deficiencies. (based on Transportation Mobility Element Policy 1.1.3.2)

OBJECTIVE 1.3

Maintenance of adopted LOS standards to meet existing and future facility needs by coordinating land use decisions with a schedule of capital improvements.

Policy 1.3.1 Require all public facilities constructed in unincorporated Alachua County, to be consistent with the Capital Improvements Element and the Comprehensive Plan.

Policy 1.3.2 Require Category "A" and "B" public facilities and services needed to support development to be available concurrent with the impacts of development and require issuance of a Certificate of Level of Service Compliance (CLSC) as a condition of all final development orders. "Concurrent" shall mean that all adopted LOS standards shall be maintained or be achieved within a reasonable time frame as set out in 1.3.2 (A-D) below. Failure to receive a Certificate of Level of Service Compliance will preclude the issuance of any final development order on the project or project phase, until the requirements of 1.3.2 (A-D) have been satisfied.

A. For potable water, sewerage, solid waste and storm water management, the following standards must be met to satisfy the concurrency requirement and to receive a Certificate of Level of Service Compliance:

1. The necessary facilities and services are in place at the time a development permit is issued; or
2. A development permit is issued subject to the condition that the necessary facilities will be in place when the impacts of development occur; or
3. The necessary facilities are under construction at the time a development permit is issued and will be in place when the impacts of development occur; or
4. The necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of Policy 1.3.2(A-C). An enforceable development agreement may include, but is not limited to: (1) development agreements pursuant to section 163.3220, Florida Statutes, or (2) an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement must guarantee that the necessary facilities and services will be in place when the impacts of development occur.

B. For recreation, the concurrency requirement may be satisfied by:

1. Compliance with the requirements of 1.3.2-A(1-4); or
2. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or

3. The necessary facilities and services are guaranteed in an enforceable development agreement which requires commencement of construction of the facilities within one year of the issuance of the applicable development permit. Such enforceable development agreements may include, but are not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes.

C. For transportation facilities, except Transportation Concurrency Exceptions for Projects that Promote Public Transportation consistent with Policy 1.1.10 of the Transportation Mobility Element, the concurrency requirement may be satisfied by:

1. Compliance with 1.3.2-A(1-4) and/or 1.3.2-B(1-3); or
2. Inclusion of a County or Florida Department of Transportation road project in the five year Capital Improvements Program where actual construction is scheduled to commence in or before the third year of the five year plan and is needed to maintain the adopted level of service standards. If such projects in the County or FDOT five year plan are moved to later years, or otherwise amended, Alachua County shall assess the impact of such changes. A Plan Amendment shall be required in order to eliminate, defer or delay construction of any road project listed in the 5-Year Capital Improvements Schedule which is needed to maintain the adopted level of service standard.
3. Within Urban Cluster Transportation Mobility Districts:
 - a. Development shall satisfy transportation concurrency obligations through payment of a multi-modal transportation fee consistent with Policy 1.1.7 of the Transportation Mobility Element. This provision shall not exempt Developments of Regional Impact from statutory requirements for proportionate share mitigation.
 - b. In order to achieve the level of service standard for pedestrians and bicyclists, the facility shall run the entire length of the roadway segment. A pedestrian facility shall be either a multi-use path on one (1) side of the roadway or sidewalks on both sides of the roadway. A multi-use path along a roadway shall result in a LOS B for bicyclists. The LOS for bicycle and pedestrian travel is the goal for all collector and arterial roadways within the Urban Cluster by 2030, not a standard that is intended to be achieved on an annual basis for each roadway.
 - c. Express Transit Service shall be provided for a minimum of two (2) hours during both the AM and PM peak periods. The LOS for Express Transit Service shall be achieved starting by 2015 on each of the four (4) routes shown on the Express Transit Corridors map. The peak hour frequency for each route shall be a minimum of 30 minutes by 2015, 20 minutes by 2017 and 15 minutes by 2020. Service hours may be extended to three (3)

hours and additional service added to meet demand and maintain fifteen (15) minute headways based on the capacity and productivity of the Service. The addition of Express Transit Service to serve Transit Oriented Development(s) on the Parker Road Corridor as shown on the Rapid Transit Corridor Map will require an update to the Multi-Modal Transportation Capital Improvement Program.

- d. Within each Transportation Mobility District, achievement of the LOS for all functionally classified County and Non SIS State Roadways shall be based on an Areawide LOS. The Areawide LOS analysis shall be divided into north-south and east-west roadways. The Areawide LOS shall be determined by dividing the sum (Σ) of total traffic by the sum (Σ) of the total maximum service volume at the adopted LOS standard for all functionally classified County and Non SIS State Roadways.
- e. The LOS for SIS facilities within the Urban Cluster shall be addressed through the Strategic Intermodal System (SIS) Mitigation Plan (Alachua County Growth Management Department January 26th, 2010). The SIS Mitigation Plan identifies mitigation measures such as the construction of parallel roadways serving similar travel demand patterns, dedicated transit lane(s), access management and transit service. Mitigation projects, consistent with the SIS Mitigation Plan, shall be included in the Multi-Modal Transportation Capital Improvements Program. The SIS Mitigation Plan may be amended, in consultation with FDOT, during updates to the Capital Improvements Element.

D. For public schools, the concurrency requirement may be satisfied by:

- 1. Adequate school facilities will be in place or under construction within three years, as provided in the School Board 5-Year District Facilities Plan for School Concurrency adopted as part of this element, after the issuance of the final subdivision, final plat or final site plan for residential development; or,
- 2. Adequate school facilities are available in an adjacent SCSA, and when adequate capacity at adopted LOS Standards will be in place or under construction in the adjacent SCSA within three years, as provided in the School Board 5-Year District Facilities Plan for School Concurrency, after the issuance of the final subdivision, final plat or final site plan approval; or,
- 3. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by development of the property subject to the final subdivision, plat or site plan (or functional equivalent) as provided in the Public School Facilities Element.

Policy 1.3.3 The Concurrency Management System (CMS) shall include at a minimum the following components:

- A. Procedures for issuance of a Certificate of Level of Service Compliance (CLSC) as a condition of Final Development Orders.
- B. Use of the five-year Capital Improvements Program which shall (1) be financially feasible based on currently available revenue sources, and (2) include both necessary facilities to maintain adopted level of service standards to serve new development and the necessary facilities required to eliminate existing deficiencies which are a priority to be eliminated during the five year Capital Improvement Program planning period.
- C. Use of the 2030 Multi-Modal Transportation Capital Improvement Program.
- D. Determination that the capital project funds are programmed in the CIP (see 1.6.5).

OBJECTIVE 1.4

Management of the land development and capital improvements programming processes so that public facility needs do not exceed Alachua County's ability to fund and provide needed capital improvements identified in the other elements of this plan.

Policy 1.4.1 Alachua County shall address the Capital Improvements Program including existing deficiencies needs as part of the annual budgeting process. This shall include:

- A. Evaluation of backlog of deficiencies, current, short-range, and long range needs for infrastructure including needs to maintain adopted LOS standards for transportation, recreation and open space, solid waste, storm water management, and potable water and sanitary sewerage.
- B. Update of the County's 5 year Capital Improvements Program and 2030 Multi-Modal Transportation Capital Improvement Program.
- C. Evaluation of, and necessary adjustment to, adopted LOS standards as part of twice a year Comprehensive Plan Amendment cycle based in part on availability of funding, and information from the development monitoring system.
- D. Identification of changes to the Capital Improvements Element regarding funding and expenditures consistent with adopted or newly adjusted LOS standards.
- E. Identification of necessary amendments to other elements of the Comprehensive Plan.

- F. Establishment of policy direction for the final operating and capital budget affected by capital improvements.
 - G. Identification of long range capital needs through a twenty year capital projects list.
- Policy 1.4.2 Maximize use of joint venture solutions to mutual capital facility needs experienced by Alachua County government, other state and local entities, and private enterprise, including solutions utilizing local governments' development agreements as described in 163.3220-163.3243, F.S.
- Policy 1.4.3 Provide incentives and otherwise direct the land development process in a way that maximizes use of existing public facilities, particularly those facilities that have the capacity to maintain adopted LOS standards.
- Policy 1.4.4 Within the Future Land Use Element, designate those areas within which priority will be given to provision of public facility improvement needed to address LOS deficiencies to serve new development needs, and provide for density and intensity of development within those areas consistent with this priority.

OBJECTIVE 1.5

Establish priorities for capital improvement projects in a manner that achieves and maintains adopted LOS standards, addresses future growth and remedies existing deficiencies within the shortest time frame possible consistent with fiscal capacity and priorities adopted for elimination of deficiencies, while maintaining and protecting the County's investment in existing capital facilities.

- Policy 1.5.1 The capital improvements needed to repair, renovate, or replace obsolete or worn out facilities shall be determined by the Board of County Commissioners upon the recommendation of the County Manager.
- Policy 1.5.2 Alachua County shall set the relative priorities for improvement projects within types of public facilities as:
- A. Capital improvements to be funded with a funding source other than impact fees shall be evaluated in accordance with the criteria listed below. Projects eligible for the use of impact fees shall be evaluated consistent with Policy 1.8.2.

Priority 1 - The repair, remodeling, renovation, or replacement of obsolete or worn out facilities that contribute to achieving or maintaining adopted LOS standards.

Priority 2 - New public facilities and improvements or modifications to existing public facilities that eliminate public hazards.

Priority 3 - New public facilities and improvements or modifications to existing public facilities that are needed to maintain health, safety, and welfare.

Priority 4 -New public facilities or improvements to existing public facilities that are required by contractual obligation or legal mandates.

Priority 5 - New and expanded facilities that reduce or eliminate deficiencies relative to LOS standards for existing demands. Projects to address deficiencies to serve existing development or approved vested development in urban service areas designated in the Future Land Use Element shall have priority within this category.

Priority 6 - New or expanded facilities, including land acquisition, that are needed to maintain adopted LOS for new development and redevelopment during the next five years. Projects to serve new development within urban service areas designated in the Future Land Use Element shall have priority within this category.

In the event that capacity of public facilities is insufficient to serve all applicants for development orders, the priorities shall be as follows:

1. Capital Improvements to serve DRIs and vested (i.e., where development has commenced and is continuing in good faith) final development orders issued prior to plan adoption. Criteria to rank the following shall be established in the Concurrency Ordinance: Projects subject to development agreements. Final development orders not vested. Non-final development orders. Other categories of development based on the Comprehensive Plan policies.

OBJECTIVE 1.6

Programming and funding of capital projects consistent with the Goals, Objectives, and Policies of the Comprehensive Plan and Future Land Use Map, to maintain adopted LOS standards, and/or meet other public facility needs not dictated by LOS standards.

Policy 1.6.1 Establish an annual Capital Improvement Review process, with appropriate citizen participation, to:

- A. Document recent development activity in Alachua County and municipalities within the County and identify additional capital improvement needs generated by this development activity.
- B. Evaluate current levels of service for each facility type.
- C. Adjust population and employment projections to reevaluate locational needs and adjust public facility needs as necessary.

- D. Recommend major and minor modifications to the Capital Improvement Program list based on the annual review.
- Policy 1.6.2 Fund all capital improvements identified in the CIP within the time frames specified.
- Policy 1.6.3 Annually adopt a Capital Budget consistent with the Capital Improvements Program.
- Policy 1.6.4 Establish appropriate capital project funds to implement the CIP and Capital Budget. These funds shall be comprised of various funding sources from which appropriate capital funding shall be derived. Alachua County shall annually review existing funding sources and consider alternative funding sources for the Capital Project Funds.
- Policy 1.6.5 Where possible, the County shall use specialized revenue sources corresponding to the type of facility provided (i.e., gas tax for road modifications).
- Policy 1.6.6 Utilize ad valorem millage as the revenue of last resort to fund items shown for which insufficient specialized sources of revenue are available. However, ad valorem millage should be adjusted on an annual basis to obtain funding for projects where no other revenues are available to fund those projects.
- Policy 1.6.7 Adequately address financing for major public facility needs not related to maintaining an adopted level of service standard. Those needs should be addressed annually during the update of the Capital Improvement Program.
- Policy 1.6.8 Creative methods for achieving protection of preservation lands shall be used where appropriate. Funding for the Alachua County Forever program shall be as specified in Conservation and Open Space Objective 6.2.
- Policy 1.6.9 A land conservation program for the purchase, preservation, and management of natural areas and open space shall be established according to Conservation and Open Space Element Section 6.
- Policy 1.6.10 Maximum utilization of user fees, intergovernmental transfers, and other funding sources shall be utilized to limit reliance on local ad valorem revenues for funding capital improvements.
- Policy 1.6.11 Ensure public sector's implementation of the Comprehensive Plan by the timely and efficient provision of public facilities.
- Policy 1.6.12 Alachua County shall consider a Sustainability Index for use in assessing proposed capital projects.

OBJECTIVE 1.7

Cautious use of long term financing to implement certain major capital projects.

- Policy 1.7.1 When the County finances projects through the issuance of bonds, it will pay back the bonds within a period not to exceed the useful life of the project, but in no event to exceed 30 years. The County will issue long-term debt only for the purposes of constructing or acquiring capital improvements or for making major renovations to existing capital facilities.
- Policy 1.7.2 All County debt shall be subject to County budget and financial policies including requirements for financing, maturity limitations, general debt limitations, debt issuance restrictions, refunding, disclosure requirements, arbitrage reporting, investment of bond proceeds, and short-term and interim financing.
- Policy 1.7.3 The County shall establish a debt management policy. Decisions on debt issuance shall take into account factors such as:
- Legal constraints on debt capacity and various financing alternatives.
 - Constraints contained in currently outstanding debt documents.
 - The urgency of the capital requirements to be met and the economic costs of delays.
 - Willingness and financial ability of taxpayers to pay for the capital improvements.
 - Proper balance between internal and external financing.
 - Current interest rates and other market considerations.
 - The financial condition of the County.
 - The types, availability, and stability of revenues to be pledged for repayment of the debt.
 - Type of debt to be issued.
 - The nature of the projects to be financed and whether or not the project to be financed is self-supporting.
- Policy 1.7.4 The County shall not construct or acquire a public facility using debt financing if it is unable to adequately provide for the identifiable annual operation and maintenance costs of the facility, or the County shall disclose the limitation on the ability to meet such costs.

OBJECTIVE 1.8

Explore the full range of possible revenue sources to address capital improvement needs.

- Policy 1.8.1 The County shall investigate potential new funding sources including user fees, impact fees, mobility fees, multi-modal transportation fees, transportation utility fees, gas taxes, storm water utility fees, ad valorem tax revenues, special assessments, backlog authorities, Community Development Districts and other sources allowed by law.
- Policy 1.8.2 Alachua County may use impact fees, mobility fees, multi-modal transportation fees, transportation utility fees, backlog authorities, dedications, and exactions, among other means consistent with legal standards, to ensure that owners and developers of future development projects will provide or pay for capital improvements, for public facilities, necessary to address the impacts of the development.

- Policy 1.8.3 The County shall utilize current funding sources and identify, as part of the Recreation Master Plan, appropriate new funding sources (e.g., utility tax, user fees, benefit districts and special assessments) for the provision of recreation site maintenance and operations. New funding mechanisms such as user fees at County parks shall be structured so that accessibility to low-income individuals is affirmatively enhanced.
- Policy 1.8.4 Alachua County shall expand the availability of recreational opportunities by seeking agreements with recreational facility and program providers to serve multi-jurisdictional areas based on the findings of the Recreation Master Plan. These agreements shall address issues that include provision of operations and maintenance, capital improvements and capital funding liabilities and other appropriate issues. The County shall implement the most efficient and effective use of public funds to provide comprehensive recreation programs and opportunities for the public. The County shall contract with public or private organizations for such services where it has been demonstrated that they provide the most beneficial recreational programs.

OBJECTIVE 1.9

Limit capital improvements that may directly or indirectly, through accompanying development, degrade environmentally sensitive areas or other natural resources important to health, safety, and welfare of the citizens and environment of Alachua County. These resources are identified in the Conservation and Open Space Element and include but are not limited to: preservation areas and conservation areas such as wetlands, surface waters, well field protection areas, listed species habitat, significant geological features, strategic ecosystems, flood plains, areas containing designated specimen and champion trees, County-designated scenic corridors, mineral resources, and aquifer recharge areas.

- Policy 1.9.1 The principles and policies of the Conservation and Open Space Element shall be a primary factor in decision-making concerning new or expanded public facilities, as established in Objective 1.2 of the Conservation and Open Space Element.
- Policy 1.9.2 An inventory of natural resources and analysis of potential impacts upon those resources shall be required for all projects that are proposed for inclusion in the capital improvements program. The inventory and analysis shall be conducted according to the procedures as outlined in Policy 3.4.1 of the Conservation and Open Space Element
- Policy 1.9.3 All capital improvement projects shall be located, designed, constructed, and maintained to avoid, minimize, and mitigate adverse impacts to preservation and conservation areas in accordance with Objective 3.6 of the Conservation and Open Space Element.
- Policy 1.9.4 Appropriate conservation, arboricultural, and horticultural standards shall be used in the design, construction, and maintenance of capital improvement projects in order to promote energy conservation, enhance habitat connectivity, provide for the safe passage of wildlife, and improve scenic quality, consistent with Objectives 5.3 and 5.4 of the Conservation and Open Space Element.

OBJECTIVE 1.10

To establish the process for establishment of a Transportation Concurrency Backlog Authority (TCBA), consistent with Florida Statute 163.3182 for Urban Cluster Transportation Mobility Districts to address backlog transportation facilities and identify multi-modal mitigation consistent with the Multi-Modal Transportation Capital Improvements Program. The following policies establish the process for adoption of Transportation Concurrency Backlog Plans within the Urban Cluster Transportation Mobility Districts as part of future updates to the Capital Improvements Element.

Policy 1.10.1 A Transportation Concurrency Backlog Area (TCBA) may be established within any portion of the Urban Cluster Transportation Mobility Districts to address backlog transportation facilities.

Policy 1.10.2 A Transportation Concurrency Backlog Plan (TCBP) shall be developed for each TCBA and shall include the following elements:

- A. Designated Transportation Concurrency Backlog Area
- B. List and map of backlog roadways and if applicable interchanges
- C. Analysis of the extent roadways are over capacity
- D. Proposed multi-modal mitigation, cost of mitigation and capacity added
- E. Access and Corridor Management modifications
- F. Local roadway connectivity plan
- G. Projected development and revenue
- H. Projected tax and multi-modal transportation fee revenue generated
- I. The percentage of the tax increment to be utilized for mitigation

Policy 1.10.3 A TCBA proposed for development within a Urban Service Area, to extent permitted by law, shall be required to include in the TCBP mitigation in the form of phased frequent transit service along rapid transit corridors that connects the TCBA with a centrally located transit hub on the University of Florida campus, the Downtown transit transfer station and the Eastside Activity Center. Phased transit service shall be as follows:

- A. Phase 1: AM and PM peak hour headways of 20 minutes for a span of service of 4 hours and off-peak headways of 40 minutes for a span of service of 6 hours.
- B. Phase 2: AM, afternoon and PM peak hour headways of 15 minutes for a span of service of 6 hours and off-peak headways of 30 minutes for a span of service of 8 hours.
- C. Phase 3: AM, afternoon and PM peak hour headways of 10 minutes for a span of service of 8 hours, off-peak headways of 20 minutes for a span of service of 6 hours and early morning and late evening off-peak headways of 30 minutes for a span of service of 4 hours.

Policy 1.10.4 A Transportation Concurrency Backlog Plan for the Southwest District 1 Area may be adopted as part of the Capital Improvements Element of the Comprehensive Plan within 6 months of establishment of a Transportation

Concurrency Backlog Authority pursuant to Section 163.3182, Florida Statutes. The Southwest District 1 Transportation Concurrency Backlog Plan dated October 13, 2010 will serve as a framework for the TCBP to be considered for adoption in the Comprehensive Plan.

- Policy 1.10.5 Any TCBP adopted by the Board of County Commissioners shall be included as part of the update of the Capital Improvements Element.

OBJECTIVE 1.11

To establish the process for creation of a Transportation Special District (TSD) for Urban Cluster Transportation Mobility Districts, consistent with the County's home rule authority. Any Transportation Special District Plan (TSDP) adopted by the Board of County Commissioners shall be consistent with the Capital Improvements Element. The following policies establish the process for adoption of a Transportation Special District Plan (TSDP) within the Urban Cluster Transportation Mobility Districts as part of future updates to the Capital Improvements Element.

- Policy 1.11.1 A Transportation Special District (TSD) may be established within any portion of the Urban Cluster Transportation Mobility Districts to fund multi-modal transportation.
- Policy 1.11.2 A Transportation Special District Plan (TSDP) shall be developed for each TSD and shall include the following elements:
- A. Designated Transportation Special District (TSD)
 - B. Proposed multi-modal transportation projects, including transit service
 - C. Access and Corridor Management modifications
 - D. Local roadway connectivity plan
 - E. Projected development and revenue
 - F. Projected tax and multi-modal transportation fee revenue generated
- Policy 1.11.3 A TSD proposed for development within a Transportation Concurrency Exception Area shall be required to include in the TSDP mitigation in the form of phased frequent transit service along rapid transit corridors that connects the TSD with a centrally located transit hub on the University of Florida campus, the Downtown transit transfer station and the Eastside Activity Center. Phased transit service shall be as follows:
- A. Phase 1: AM and PM peak hour headways of 20 minutes for a span of service of 4 hours and off-peak headways of 40 minutes for a span of service of 6 hours.
 - B. Phase 2: AM, afternoon and PM peak hour headways of 15 minutes for a span of service of 6 hours and off-peak headways of 30 minutes for a span of service of 8 hours.
 - C. Phase 3: AM, afternoon and PM peak hour headways of 10 minutes for a span of service of 8 hours, off-peak headways of 20 minutes for a span of service of 6 hours and early morning and late evening off-peak headways of 30 minutes for a span of service of 4 hours.

Policy 1.11.4 The TSDP shall be adopted by reference under this policy and shall include the title and date of the TSD. The following are the adopted TSD:

A. Reserved,

B. Reserved,

C. Reserved,

D. Reserved

Policy 1.11.5 Any TSDP adopted by the Board of County Commissioners shall be included as part of the annual update of the Capital Improvements Element.

Reserved

Table 1: FY 2010 - 2030 MULTIMODAL TRANSPORTATION CAPITAL IMPROVEMENTS PROGRAM

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 127 th	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 143 rd	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 62 nd Ave/SW 63 rd 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 to 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 Kanapaha 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 23 rd 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 39 th Avenue to NW 23 rd Avenue						2,700,000	2,700,000	2,700,000	CDD**
SantaFe Village Dedicated Transit Lanes north From NW 39 th Avenue through to NW 91 st Street						1,000,000	1,000,000		CDD**
SantaFe Village Greenway to Millhopper Road							180,000		CDD**
SantaFe Village 83 rd 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 91 st Street to I-75						1,000,000			CDD**
NW 91 st 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.

Table 4. Public School Facilities Schedule of Capacity Projects, FY 2010-2014

Location	Description	2009-10	2010-11	2011-12	2012-13	2013-14	Total
★ Blen, "I" (West Urban CSA)	773 Student Station Full Core Elementary	\$25,000,000					\$25,000,000
★ Blen, "G" (High Springs CSA)	467 Student Station Full Core Elementary	17,500,000					17,500,000
★ Santa Fe High	16 Classroom Building	3,400,000					3,400,000
High Springs Community	Renovate Mod-a - Bldg. 1 (Phase I)	\$25,000					\$25,000
Sidney Lanier Center	Demol Buildings 5-8 and 10	160,000					160,000
Idylwild Elementary	Renovate Cafeteria			\$625,000			\$625,000
Mecane Middle	New Kitchen and Dining Remodel			2,630,000			2,630,000
Santa Fe High	Remodel Bldgs 08 & 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		\$45,585,000	\$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.

Table 5. Recreation Facilities Schedule of Capital Improvements, FY 2010 – FY 2014

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 <i>Community Center</i>	\$650,000 (WSPP) \$310,000 (PIF) \$854,000 (GF & MSTU)					\$1,814,000
Grove Park <i>Restroom</i>		\$165,980 (GF & MSTU)				\$165,980
Regional Trails <i>(Paved Walking and Biking Trails)</i>			\$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

Table 5. (continued) – Recreation Facilities Schedule of Capital Improvements, FY 2010 – FY 2014

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 <i>Picnic Area and Shelter</i>	\$64,850 (GF & MSTU)	\$160,000 (GF & MSTU)	\$90,000 (GF & MSTU)	\$50,000 (GF & MSTU)		\$364,850
Poe Springs Park <i>Retaining Wall</i>	\$112,000 (GF & MSTU)					\$112,000
M.K. Rawlings Park <i>Picnic Area and Floating Dock</i>		\$150,000 (GF & MSTU) \$30,000 (BIF)				\$180,000
Santa Fe Lake Park <i>Restroom</i>	\$210,130 (BIF & G)					\$210,130
Lake Alto Park <i>Restroom, floating dock, picnic area, playground, and sports courts</i>			\$160,000 (GF & MSTU) \$60,000 (BIF)	\$230,000 (GF & MSTU)		\$450,000
Lake Kanapaha Park <i>Nature trails, boardwalk, observation tower, picnic area, restroom, interpretive shelter.</i>			\$200,000 (PIF)	\$200,000 (PIF)	\$200,000 (PIF)	\$600,000
Mill Creek Preserve <i>Hammock Trail, overlook, paved ADA trail</i>	Staff Time (N/A) \$2500 (GF)	\$60,000 (G)				\$62,500
Sweetwater Preserve <i>Interpretive materials, kiosk bench, bridge</i>	Staff Time (N/A) \$1000 (GF)	\$100,000 (G)				\$101,000
Barr Hammock Preserve <i>Master plan, boardwalk over canal, site development; trails, boardwalk overlook, entrance feature, pave entrance road, open site to public.</i>		Staff Time (N/A) \$52,500 (G)	\$133,000 (G/ACF) \$250,000 (ACF)	Staff Time (N/A)		\$435,500
Lake Alto Preserve <i>Deck enhancement, boardwalk, develop trail system, entrance feature and open preserve to public</i>	\$50,000 (BIF)	\$105,000 (G/ACF)	\$5,000 (ACF/GF)			\$115,000
Phifer Flatwoods Preserve <i>New trail, geocaches, marsh trail overlook, parking area, interpretive signage</i>	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

Reserved

TABLE 1

YEAR 2035 BICYCLE/PEDESTRIAN COST FEASIBLE PLAN

SEGMENT PRIORITY	DESCRIPTION	FROM/TO	LENGTH (IN MILES)	ESTIMATED COST IN MILLIONS (2007 DOLLARS)
Surface Transportation Program (STP) Enhancements (<i>Cost Feasible Plan Revenues = \$11.5 million</i>)				
1	Cross Campus Greenway	Archer Road to SW 34th Street	2.1	\$1.9
2	Hull Road Parking Area	SW 34th Street to End of Hull Road Parking Area	0.2	\$0.2
3	Hull Road Connector	Hull Road Parking Area/SW 20th Avenue	0.5	\$0.5
4	Lake Kanapaha Trail	Tower Road west to Interstate 75	2.3	\$2.1
5	SW 34th Street Grade Separated Crossing	SW 34th Street at Hull Road	0.2	\$7.0
TOTAL STP ENHANCEMENT FUNDED PROJECTS				\$11.7
LOCAL FUNDS				
Alachua County Projects (identified as Cost Feasible by Year 2020)				
NA	SW 8th Avenue multi-use offroad facility	SW 122nd Street to SW 91st Street	2.0	\$0.4
NA	NW 98th Street multi-use offroad facility	NW 23rd Avenue to NW 39th Avenue	1.0	\$0.3
TOTAL ALACHUA COUNTY PROJECTS				\$0.7
LOCAL FUNDS				
City of Gainesville Projects (identified as Cost Feasible by Year 2015)				
NA	SW 35th Place sidewalk	SW 34th Street to SW 23rd Terrace	1.1	\$0.5
TOTAL CITY OF GAINESVILLE PROJECTS				\$0.5
GRAND TOTAL BICYCLE/PEDESTRIAN PROJECTS				\$12.9

NA- Not applicable

TABLE 2

YEAR 2035 ROADWAY COST FEASIBLE PLAN

PRIORITY	DESCRIPTION	FROM/TO	LENGTH (IN MILES)	ESTIMATED COST IN MILLIONS (IN 2010 DOLLARS)
STRATEGIC INTERMODAL SYSTEM (SIS) (<i>Cost Feasible Plan Revenues = \$6.4 million</i>)				
-	Interstate 75 Interchange Modifications	At Williston Road At Archer Road At Newberry Road At NW 39th Ave	-	\$6.4
TOTAL STRATEGIC INTERMODAL SYSTEM				\$6.4
STATE HIGHWAY SYSTEM (<i>Cost Feasible Plan Revenues = \$92.0 million year of expenditure dollars</i>)				
1	State Road 226 (SE 16th Avenue) widen to four lanes	Main Street to Williston Road	0.6	\$15.0
2	State Road 121 (NW 34th Street) - construction of turnlanes to improve safety and traffic flow	NW 16th Avenue to US 441	3.5	\$6.0
3	State Road 26 (University Avenue) Multimodal Emphasis Corridor Study (see footnote ^a)	Gale Lemerand Drive to Waldo Road	1.5	\$4.75
4	US 441 (W. 13th Street) Multimodal Emphasis Corridor Study (see footnote ^a)	NW 33rd Avenue to Archer Road	2.8	\$4.75
5	Waldo Road Multiway Boulevard redesign to support bus rapid transit, multi-trail and corridor redevelopment study (PD&E) (see footnote ^b)	University Avenue to NE 39th Avenue	2.5	\$3.0
6	Bus Rapid Transit (BRT) Corridor Infrastructure- Partial	Santa Fe Village to Gainesville Regional Airport	14.0	\$28.0
7	State Road 24 (Archer Road) BRT Dedicated Lane(s) design, additional roadway capacity and corridor management study (PD&E)	MTPO Boundary to SW 45th Street	3.5	\$0.5
8	State Road 121 (Williston Road) additional roadway capacity and corridor management study (PD&E)	SW 62nd Avenue to SW 35th Way	0.5	\$0.5
TOTAL STATE HIGHWAY SYSTEM				\$62.5

TABLE 2 (Continued)

YEAR 2035 ROADWAY COST FEASIBLE PLAN

PRIORITY	DESCRIPTION	FROM/TO	LENGTH (IN MILES)	ESTIMATED COST (IN MILLIONS)
Alachua County Transit and Roadway Projects (local funds identified as Cost Feasible by the Year 2020)				
1	SW 20th Avenue , four laning and multi-use path	SW 52nd Blvd to SW 61st Blvd	0.5	\$8.8
2	SW 8th Avenue-Phase 2 , two lane roadway and multi-use path	SW 122nd Street to SW 143rd Street	0.7	\$2.7
3	NW 23rd Avenue , four laning and resurfacing	NW 51st Street to NW 59th Terrace	0.7	\$1.8
4	NW 23rd Avenue , four laning	NW 83rd Street to Ft. Clarke Blvd.	0.5	\$12.0
5	SE 43rd Street , construction of two-way left turn lanes, multi-use path and signalization	SR 26 (University Avenue) to SR 20 (Hawthorne Road)	1.1	\$0.9
6	SW 45th / 47th Street , new roadway with travel lanes, BRT Dedicated Transit Lanes and multi-use path	Archer Road to SW 30th Avenue	0.8	\$4.5
7	SW 30th Avenue , new Interstate 75 overpass with travel lanes, BRT Dedicated Transit Lanes and the Archer Braid Trail	SW 43rd Street to SW 47th Street	0.5	\$13.0
8	NW 83rd Street , new roadway with travel lanes, BRT Dedicated Transit Lanes and the Millhopper Greenway	NW 46th Avenue to NW 39th Avenue (SR 222)	0.4	\$2.5
9	NW 83rd Street , BRT Dedicated Transit Lanes	NW 23rd Avenue to NW 39th Avenue	1.0	\$7.8
10	Ft. Clarke/NW 83rd Street Corridor , BRT Dedicated Transit Lanes & new multi-modal only Interstate 75 overpass	NW 23rd Avenue to Newberry Road (SR 26)	1.0	\$14.0

TABLE 2 (Continued)
YEAR 2035 ROADWAY COST FEASIBLE PLAN

PRIORITY	DESCRIPTION	FROM/TO	LENGTH (IN MILES)	ESTIMATED COST (IN MILLIONS)
11	NW 46 th Avenue, new roadway with travel lanes, BRT Dedicated Transit Lanes, multi-use path and new Interstate 75 overpass	NW 83rd Street to NW 98th Street	1.3	\$15.5
TOTAL ALACHUA COUNTY TRANSIT AND ROADWAY SYSTEM				\$83.5
City of Gainesville Projects (local funds identified as Cost Feasible by the Year 2020)				
N/A	SE 4th Street- Phase 2 reconstruction	Williston Road to Depot Avenue	0.7	\$2.3
N/A	SW 62nd Boulevard-four lanes plus two additional BRT lanes in the middle	Newberry Road to Archer Road	3.2	\$111.0
TOTAL CITY OF GAINESVILLE ROADWAY SYSTEM				\$113.3
GRAND TOTAL COMBINED ROADWAY SYSTEMS				\$265.7

*Multimodal corridors are defined as major transportation facilities which accommodate automobile, truck, bus, bicycle and pedestrian travel and link different modes together, such as bikes on buses, car and walk and/or park and ride. These projects employ policies and design elements that ensure that the safety and convenience of all users of a transportation system are considered in all phases of project planning and development. Typical elements of a multimodal corridor include sidewalks, bicycle lanes (or wide, paved shoulders), shared-use bicycle and pedestrian paths, designated bus lanes, safe and accessible transit stops and frequent and safe crossings for pedestrians, including median islands, accessible pedestrian signals, and curb extensions. These projects do not include lane reductions.

^bWaldo Road Multiway Boulevard includes the reconstruction of the Waldo Road Corridor to support commercial and residential redevelopment and enhanced pedestrian crossings to the proposed Waldo Road Bus Rapid Transit line.

Note- Estimated costs are shown in Year 2010 dollars, except for the Strategic Intermodal System project that is shown in Year 2009 dollars.

TABLE 3

YEAR 2035 TRANSIT COST FEASIBLE PLAN

PROJECT PRIORITY	DESCRIPTION	FROM/TO	LENGTH (IN MILES)	ESTIMATED COST IN MILLIONS (2010 DOLLARS)
<i>Transit (Cost Feasible Plan Revenues = \$3.7 million)</i>				
1	Transit Maintenance Facility	Not Applicable (NA)	NA	\$50.0
TOTAL				\$50.0
<i>Surface Transportation Program (Cost Feasible Plan Revenues = \$36.1 million)</i>				
1	Oaks Mall to Airport Bus Rapid Transit Alternatives Analysis	Oaks Mall to Airport (via Archer Road and Downtown)	NA	\$0.4
2	Santa Fe to Oaks Mall Bus Rapid Transit Feasibility Study and Alternatives Analysis	Santa Fe to Oaks Mall	NA	\$0.6
3	Streetcar Feasibility Study	Downtown to Butler Plaza via University of Florida	9.0 (One-way)	\$1.0
4	Intermodal Center/Park and Ride Lot	(location to be determined)	NA	\$1.4
5	Transit Maintenance Facility	NA	NA	\$50.0
TOTAL				\$53.4

YEAR 2035 COST FEASIBLE PLAN

INTELLIGENT TRANSPORTATION SYSTEM (ITS) APPENDIX

PROJECT PRIORITY	PROJECT NAME	DESCRIPTION	ESTIMATED COST (2010 DOLLARS)
1	<u>Interstate 75 Intelligent Transportation System Corridor</u> Marion County line to Columbia County Line	A. Add Dynamic Message Signs (DMS) to alert motorists of traffic conditions and travel times. B. Add pan-tilt-zoom traffic surveillance cameras for active traffic management of the freeway. This will allow operators at the Gainesville Traffic Management Center (TMC) to alert motorists of existing conditions using the Dynamic Message Signs and the 511 information hotline. C. Add traffic detection technology so automated alerts can be sent to Gainesville Traffic Management Center (TMC) operators when highway speeds drop below a certain threshold as well as for highway traffic studies and travel time collection.	\$9,900,000
2	<u>Regional Transportation System Bus Priority System</u> Adding signal priority to heavily used bus routes for University of Florida students will make those routes more reliable, thus resulting in higher passenger capacity and fewer vehicles on the road.	A. <u>Route #9</u> <u>State Road 24 (Archer Road)</u> from SW 23rd Terrace to SW 23rd Drive <u>State Road 331 (Williston Road)</u> from SW 25th Terrace to SW 23rd Street B. <u>Route # 20</u> <u>State Road 121 (SW 34th Street)</u> from Hull Road to SW 20th Avenue C. <u>Route# 21</u> <u>State Road 121 (SW 34th Street)</u> from Hull Road to SW 20th Avenue D. <u>Route #35</u> <u>State Road 24 (Archer Road)</u> from SW 23rd Terrace to State Road 226 (SW 2nd Avenue) <u>State Road 226 (SW 16th Avenue)</u> from State Road 24 (Archer Road) to Shealy Drive <u>State Road 12 (SW 34th Street)</u> from SW 35th Place to State Road 226 (SW 16th Avenue) <u>State Road 226 (SW 16th Avenue)</u> from State Road 121 (SW 34th Street) to SW 23rd Street	\$600,000

YEAR 2035 COST FEASIBLE PLAN

INTELLIGENT TRANSPORTATION SYSTEM (ITS) APPENDIX

PROJECT PRIORITY	PROJECT NAME	DESCRIPTION	ESTIMATED COST (2010 DOLLARS)
3	<u>Dynamic Message Signs on State Highway Arterials</u> Dynamic message on the arterials will alert drivers of existing traffic conditions, alternate routes, detour routes in the event Interstate 75 is shut down, and travel times.	A. State Road 121 (SW 34th Street) @ SW 20th Avenue (Southbound) B. State Road 121 (SW 34th Street) @ State Road 331 (Eastbound) C. State Road 25 (W 13th Street) @ State Road 26 (W University Avenue) D. State Road 25 (NW 13th Street) @ State Road 222 (NW 39th Avenue) (Westbound) E. State Road 25 (NW 13th Street) @ State Road 222 (NW 39th Avenue) (Northbound) F. State Road 222 (NW 39th Avenue) @ State Road 93 (Eastbound)	\$700,000
4	<u>Expand Automated Arterial Travel Time System</u> Expanding the Arterial Travel Time System will provide motorists with more real time information via Google maps or Dynamic Message Signs for actual travel times to various spots in the urban area. Motorists may be able to make a different route choice based on the information they receive. The travel times can also be used for traffic studies to measure development related impacts.	A. <u>State Road 25 (NW 13th Avenue)</u> State Road 222 (NW 39th Avenue) to State Road 331 (Williston Road) B. <u>State Road 121 (SW 34th Street)</u> NW 16th Avenue to State Road 93 (Interstate 75) Southbound Ramp	\$600,000
5	<u>Travel Demand Management</u> Information technologies project that addresses travel demand strategies, such as high occupancy vehicle (HOV) lanes, high occupancy toll (HOT) lanes and other travel demand management technologies.	Gainesville Metropolitan Area-wide	(to be determined)
GRAND TOTAL INTELLIGENT TRANSPORTATION SYSTEM PROJECTS			\$11,800,000
NA- Not applicable			

2014/15 COUNTY INCENTIVE GRANT PROGRAM APPLICATION

ALACHUA COUNTY

SW 8TH Avenue & SW 143rd Street



PREPARED BY ALACHUA COUNTY

TRANSPORTATION PLANNING TEAM

FOR REVIEW BY THE BOARD OF COUNTY COMMISSIONERS

APRIL 26TH, 2011



General Project Description

The connection of SW 8th Avenue from SW 143rd St in Jonesville to SW 20th Avenue adjacent to I-75 has been Alachua County's top priority transportation project for several years. This roadway, once completed, will provide a significant amount of parallel capacity to SR 26 (Newberry Road), a State Intermodal System Facility. The existing portions of SW 8th Avenue now carry between 2,000 to 4,000 Average Annual Daily Trips (AADT). The County recently resurfaced and added 4' bike lanes to the facility between SW 122nd St and SW 75th St. Additionally, The County is in the design process on the reconnection and reconstruction of the road between SW 75th St and SW 20th Ave. The object of this application to the County Incentive Grant Program is to complete the portion of SW 8th Avenue that lies between SW 143rd St and SW 122nd St and to upgrade the portion of SW 143rd St which will connect SW 8th Ave to SR 26. The projected capacity of the completed roadway is 16,400 AADT. The roadway will be two lanes with bike lanes and a multi-use path. Intersection treatments along the roadway may include round-a-bouts and signalized intersections.

Project Scope

The proposed project totals 1.4 miles and includes:

1. Resurfacing and upgrading SW 143rd St from SR 26 to SW 8th Ave. including 4' bike lanes and a multiuse path.
2. Construction of SW 8th Ave from SW 143rd St to SW 137th Way including 2 travel lanes, 4' bike lanes and a multiuse path.
3. Construction of SW 8th Ave from SW 133rd Way to SW 122nd St including 2 travel lanes, 4' bike lanes and a multiuse path.
4. Signal installation and intersection improvements at SW 8th Ave and SW 122nd St.

Project Cost Estimate

Total Cost: \$7,200,000 x 50:50 Match = \$3,600,000 FDOT Share: \$3,600,000 County Share

General Project Eligibility

The Florida Department of Transportation's (FDOT) County Incentive Grant Program has two primary eligibility requirements:

1. *Located on the SHS or relieve traffic congestion on the SHS.*

SW 8th Avenue is located one mile to the south of SR 26, a State Strategic Intermodal System facility. The connection of SW 143rd St and SW 8th Ave from the developing area

of Jonesville into the employment and activity centers within the City of Gainesville provides a very practical reliever to SR 26. Other County projects along this corridor will eventually provide a connection at SW 20th Ave and cross I-75 on a widened 4 lane bridge which will further relieve traffic congestion at the I-75/SR 26 interchange.

2. *Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization and with any local comprehensive plans.*

The proposed project is included in both the adopted Alachua County Comprehensive Plan and the Gainesville/Alachua County Metropolitan Transportation Planning Organization's 2035 Long Range Transportation Plan. The proposed project is a highly ranked project in both plans.

Other Project Evaluation Criteria

3. FDOT also has several other suggested project evaluation criteria for the County Incentive Grant Program:

- a. *The project will encourage, enhance, or create economic benefits.*

The proposed project will provide for a multimodal connection inside the County's designated Urban Cluster. The corridor will relieve traffic congestion on the State's designated Strategic Intermodal System (SR 26) and provide for the efficient movement of people, goods and services.

- b. *The likelihood that assistance would enable the project to proceed at an earlier date than the project could otherwise proceed.*

State assistance will allow this project to proceed immediately. Without State assistance the County will be required to wait until enough funding is obtained through local sources to fund the project in full. This will further delay congestion relief on SR 26.

- c. *The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment.*

A significant portion of the proposed project is located within the currently developing Town of Tioga, a traditional neighborhood development. The County has been and will continue to coordinate with the private landowner, in the design and construction of SW 8th Avenue. The roadway cross section will continue to maintain an off-road

multiuse path for bicycle and pedestrian movement and will be designed and constructed in a manner which is sensitive to the context of this mixed use community. The County and the landowner have discussed entering into a developer's agreement related to this project to further foster the public-private partnership.

- d. *The extent to which the project uses new technologies, including intelligent transportation systems, which enhance the efficiency of the project.*

The proposed project will likely include a traffic signal at SW 8th Avenue and SW 122nd St as well as connect to the signal at SR 26 and SW 143rd St. Any additional signals will be connected via fiber optic connection into the Alachua County/City of Gainesville's Intelligent Transportation System which coordinates all signals within Alachua County.

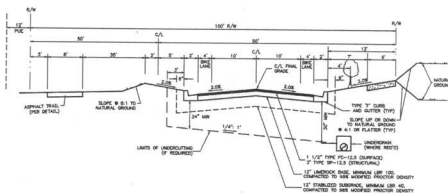
- e. *The extent to which the project helps to maintain or protect the environment.*

The SW 8th Avenue corridor contains a large number of heritage live oak trees. The proposed cross section preserves these trees to provide shade to the roadway and the multiuse path. The designated bike lanes and multiuse path will provide a connection between a mixed use traditional neighborhood development and the Jonesville Activity Center, providing for non-automotive mobility to and from these locations. Additionally, this roadway provides for a gridded roadway network in the area as opposed to concentrating traffic on the SIS corridor. This will provide for congestion relief, thereby reducing associated tailpipe emissions. There are no wetlands or significant habitat within the project area.

- f. *The extent to which the project includes transportation benefits for improving intermodalism and safety.*

The project will connect the Jonesville Activity Center and the Town of Tioga traditional neighborhood development with a multiuse path and designated bike lanes. Further, the County has received transportation enhancement funding to construct a multiuse path along 8th Avenue east of SW 122nd St. These multimodal connections will provide for true transportation mode choice in the area. Additionally, the County has plans for Express Transit Service starting in 2015 along SR 26 to the Jonesville Activity Center. Allowing for automotive traffic to utilize SW 8th Avenue as a parallel facility will provide for a more efficient transit route through reduced congestion on SR 26.

TYPICAL ROADWAY CROSS-SECTION FOR SW 8th AVE. (VARIES AT ROAD WIDENING SECTION)
DESIGN SPEED 50 MPH (POSTED SPEED LIMIT SHALL NOT EXCEED 45 MPH)



2014/15 COUNTY INCENTIVE GRANT PROGRAM APPLICATION

ALACHUA COUNTY

NW 23rd Avenue



PREPARED BY ALACHUA COUNTY

TRANSPORTATION PLANNING TEAM

FOR REVIEW BY THE BOARD OF COUNTY COMMISSIONERS

APRIL 26TH, 2011



General Project Description

The widening of NW 23rd Avenue from 2 lanes to 4 lanes from NW 59th Terr to NW 98th St is one of the County's top priority transportation projects. The project includes a widened bridge over I-75 and includes one segment of the County's Bus Rapid Transit System.

Project Scope

The proposed project totals 2.6 miles and includes:

1. Widening of NW 23rd Avenue from 2 lanes to 4 lanes with 4' bike lanes and an 8' multiuse path from NW 59th Terrace to NW 98th Street.
2. Widened bridge from 2 lanes to 4 lanes over I-75.
3. Bus Rapid Transit Signal Priority enhancements at NW 83rd St and Fort Clarke Blvd.

Project Cost Estimate

Total Cost: \$22,500,000 x 50:50 Match = \$11,250,000 FDOT Share: \$11,250,000 County Share

General Project Eligibility

The Florida Department of Transportation's (FDOT) County Incentive Grant Program has two primary eligibility requirements:

1. *Located on the SHS or relieve traffic congestion on the SHS.*

NW 23rd Avenue is located one mile to the north of SR 26, a State Strategic Intermodal System (SIS) facility. It is also located one mile south of SR 222 (NW 39th Ave) an emerging SIS facility. The increased capacity of NW 23rd Ave will provide additional connectivity between the developing area surrounding Santa Fe College and the employment and activity centers within the City of Gainesville. It provides a very practical reliever to SR 26 and SR 222. The County has additional funded projects along this corridor including widening the remaining portion of NW 23rd Avenue to NW 55th St and resurfacing the remainder of NW 23rd Avenue to US 441. This project provides for 14,400 Average Annual Daily Trips of additional capacity which will relieve traffic congestion on SR 26 and SR 222 as well as providing for additional capacity crossing I-75.

2. *Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization and with any local comprehensive plans.*

The proposed project is included in both the adopted Alachua County Comprehensive Plan and the Gainesville/Alachua County Metropolitan Transportation Planning

Organization's 2035 Long Range Transportation Plan. The proposed project is a highly ranked project in both plans.

Other Project Evaluation Criteria

3. FDOT also has several other suggested project evaluation criteria for the County Incentive Grant Program:

- a. *The project will encourage, enhance, or create economic benefits.*

The proposed project will provide for a multimodal connection inside the County's designated Urban Cluster. The corridor will relieve traffic congestion on the State's designated Strategic Intermodal System (SR 26 and SR 222) and provide for the efficient movement of people, goods and services. The additional capacity will provide for a more efficient connection between Santa Fe College and the University of Florida which is increasingly becoming an important economic connection in the community.

- b. *The likelihood that assistance would enable the project to proceed at an earlier date than the project could otherwise proceed.*

State assistance will allow this project to proceed immediately. Without State assistance the County will be required to wait until enough local funding is collected to fund the project in full. This would further delay the traffic congestion relief on SR 26 and SR 222.

- c. *The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment.*

There are several large developments include the Newberry Village, Santa Fe Village Development of Regional Impact and Springhills Development of Regional Impact. These three developments have committed to constructing the first two legs of the County's Planned Rapid Transit infrastructure consisting of dedicated transit lanes that will connect to the proposed widening of NW 23rd Avenue. The County will be coordinating with these private sector entities to have the corridors constructed in coordinated manner.

- d. *The extent to which the project uses new technologies, including intelligent transportation systems, which enhance the efficiency of the project.*

The proposed project will include traffic signals at NW 83rd St, Fort Clarke Blvd and NW 98th St. All signals will be connected via fiber optic connection into the Alachua County/City of Gainesville's Intelligent Transportation System which coordinates all signals within Alachua County. The signals at NW 83rd St and Fort Clarke Blvd will include transit signal priority enhancements in order to implement the County's Northwest Rapid Transit Line.

e. The extent to which the project helps to maintain or protect the environment.

The project will include multimodal components including bus rapid transit signal priority as well as a multiuse path and bike lanes to encourage non-auto modes of transportation. There are no wetlands or significant habitat within the project area.

f. The extent to which the project includes transportation benefits for improving intermodalism and safety.

The project will include multimodal components including bus rapid transit signal priority which will link two sections of dedicated transit lanes that are to the north and south of NW 23rd Ave. It is a key element of the County's planned rapid transit corridor. There will also be designated bike lanes and a multiuse path that will provide for bicycle and pedestrian modes of travel.

SW 8th Ave/
SW 143rd St
FDOT County Incentive
Grant Program

Proposed Project Area
 Existing portion of 8th Ave

Prepared by Alachua County
Growth Management Department
April 2011
Alignments are conceptual and
are not meant to be representative of
final alignment
Data Valid for
Display Purposes Only



April 26, 2011 Regular BoCC Meeting
Agenda Item #19

Title

Phase I Archer Braid Bike Path/Trail: Resolution and Memorandum for improvements associated with Archer Braid Bike Path/Trail, Phase I from City of Archer to Archer Rd and SW 91 St (Amended)

Amount

N/A

Description

Request Adoption of the Resolution and Memorandum of Agreement between Alachua County and the Florida Department of Transportation (FDOT) for improvements associated with Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street.

Recommendation

Adopt the Resolution and authorizing the county to enter into a memorandum of agreement with FDOT and execute the Agreement for the proposed Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street and that the Chair be authorized to execute any additional documents, approved by the County Attorney, necessary to complete this transaction

Alternative(s)

Do not adopt the Resolution and provide staff with direction.

Requested By

Richard Hedrick (contact: Michael Fay, ext 1218)

Originating Department

Public Works

Attachment(s) Description

Resolution Memorandum of Agreement Location Maps

Documents Requiring Action

Resolution and Memorandum of Agreement (3 copies)

Executive Summary

This Resolution and Memorandum of Agreement between Alachua County and the FDOT is in connection with the proposed Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street. The work is programmed for design, construction and construction engineering by the FDOT as a design/build project in FY2012

Background

As part of the FDOT's five-year work program, the FDOT will be undertaking the construction of the Archer Braid Bike Path/Trail from the City of Archer to the intersection of Archer Road and SW 91st Street. It is anticipated that the approximately 6 mile long trail will be located in the old railroad bed that is now owned by the City of Gainesville. This project is in the approved County Transportation Improvement Program. The FDOT requires a Memorandum of Agreement and enabling Resolution for the project in order to proceed with construction.

Issues

There are some issues anticipated with the memorandum of agreement and the supporting resolution. However, if the agreement and resolution were not approved, \$1,986,000 in transportation funding would be lost and the cost of the project would need to be borne completely by Alachua County in order to be completed. The agreement requires the County to participate in the Department of Homeland Security. The agreement requires the County to maintain the facility once it is installed. Additionally, the agreement requires the County to indemnify the FDOT for all claims other than those caused by the FDOT. The FDOT will not remove this indemnification clause. Finally, there is a clause in the agreement whereby the FDOT can request the County remove the bike path within 60 days of a formal request. The FDOT is aware that that the Archer Braid trail is a high priority in the County's bike/ped work program. The intent of the "maintenance/repair and restore" language is to make sure the facilities are maintained for the benefit of public health, safety or welfare, etc. The bike path/trail will not be located within the FDOT right-of-way except for a few crossing points and the likelihood of their requesting the removal of the facility is remote unless the County fails to maintain the facility. Again, this is standard contract language for the FDOT and they will not remove this clause.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: AREA MAP ARCHER BRAID PH1.pdf

Attachment: MOA RES Archer Braid Phase 1.pdf

Attachment: Archer Braid MOU.pdf

Attachment: LOCATION MAP ARCHER BRAID PH1.pdf

RESOLUTION 11-45

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION OF SR 24/ARCHER ROAD TRAIL FROM THE ARCHER CITY LIMITS TO SW 91ST STREET IN ALACHUA COUNTY; AUTHORIZING THE CHAIR TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the FDOT has requested the County to execute and deliver Memorandum of Agreement for the Design, Construction and Construction Engineering Inspection of SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street to FDOT; and

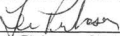
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby approves the Memorandum of Agreement.
2. A certified copy of this resolution will be forwarded to the FDOT with the executed agreement.
3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of April, A.D., 2011

SEAL

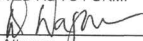
BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair

ATTEST:


J.K. Irby, Clerk

APPROVED AS TO FORM:


County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

325-010-40
PRODUCTION SUPPORT - 01/11
Page 1

FPN: 429029-1-38-01	Fund: SE	FLAIR Approp: 088717
Federal No: _____	Org Code: 55023010248	FLAIR Obj: 790089
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____
Data Universal Number System (DUNS) No: 80-939-7102		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Alachua County Board of County Commissioners hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,F,L & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 150,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

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available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

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Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (f), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient

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elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014

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1109 South Marion Avenue
Lake City, Florida 32025

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Ms. Katrina, Sadler, Planning Programs Administrator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation

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assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the

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Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

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(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not

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submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

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13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

13.16 E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

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

AGENCY ALACHUA COUNTY
a Florida Governmental Authority

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: LEE PINKOSON, CHAIR

By: _____
Name: Alan R. Mosley, P.E.
Title: District Two Secretary

Attest: _____
Title: _____

Attest: _____
Title: _____

As to form:

Legal Review:



Attorney

Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429029-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
the Alachua County Board of County Commissioners

Dated _____

PROJECT LOCATION:

The project X is not on the National Highway System.

The project X is not on the State Highway System.

PROJECT DESCRIPTION: Design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by December 31, 2012.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Ms. Ha Nguyen, P.E., Alachua County Public Works Alachua County Public Works Department P.O. Box 1188 Gainesville, Florida	FPN: 429029-1-38-01
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PROJECT DESCRIPTION

Name: Design of the Archer Braid Bike Path / Trail

Length: approx. 3.457 miles

Termini: from SR 24 / Archer Road to Kanapaha Park

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning			
2009-2010			
2010-2011			
2011-2012			
Total Planning Cost			
Project Development & Environment (PD&E)			
2008-2009			
2009-2010			
2010-2011			
Total PD&E Cost			
Design			
2008-2009			
2009-2010			
2010-2011	\$ 150,000.00		\$ 150,000.00
Total Design Cost	\$ 150,000.00		\$ 150,000.00
Right-of-Way			
2008-2009			
2009-2010			
2010-2011			
Total Right-of-Way Cost			
Construction			
2008-2009			
2009-2010			
2010-2011			
2011-2012			
Total Construction Cost			
Construction Engineering and Inspection (CEI)			
2008-2009			
2009-2010			
2010-2011			
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 150,000.00		\$ 150,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit F
Standard Financial Provisions

1. The Department agrees to pay the Alachua County BOCC for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of design of a bike path / trail.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's *Travel Form No. 300-000-01* and will be paid in accordance with Section 112.061, F.S.
7. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

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EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.13 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

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EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Katrina Sadler, Planning Program Administrator
1109 South Marion Avenue
Lake City, Florida 32025

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 150,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

CONSTRUCTION & MAINTENANCE AGREEMENT

This Construction & Maintenance Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Alachua County Board of County Commissioners ("Agency").

WHEREAS, the term "Property" shall refer to certain real property located in Alachua County, Florida, owned by the Department and described as SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street; and

WHEREAS, the term "Improvement" means and shall refer to the construction of a Bike Path/Trail along SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street and any other improvements under this financial project number including but not limited to fencing, benches, trash receptacles and landscaping; and

WHEREAS, the Department shall fund construction of the Improvement; and

WHEREAS, the Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and

WHEREAS, the Department shall construct the Improvement; and

WHEREAS, the Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement; and

WHEREAS, the Improvement shall be located on the Property; and

WHEREAS, by Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "A".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The initial term of the Agreement shall be for a period of one (1) year from the Effective Date. The Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: (A) all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and (B) all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative,

regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which is required for all permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

The Department shall manage the Improvement and perform such activities as the Department deems necessary and appropriate to complete the improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of Improvement at its convenience after the appropriation of sufficient funds.

8. MAINTENANCE & REPAIR

A. The Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS

The Department may improve or modify the Improvement as the Department deems appropriate. Improvements and modifications made to the Improvement shall be maintained and repaired by the Agency in accordance with the "Maintenance & Repair" section of this Agreement.

10. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform its obligations under this Agreement. All utility conflicts that interfere with the Agency's ability to perform this Agreement shall be resolved by the Agency directly with the applicable utility.

11. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

12. REMOVAL

A. The Department may terminate this Agreement and remove the Improvement without liability to the Agency if the Department determines that removal is required pursuant to applicable Governmental Law, or that removal of the Improvement would be benefit the Department in the conduct of its business.

B. The Department may require the Agency to remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement if the Agency breaches a material provision (as determined by the Department) of this Agreement. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

C. Removal and restoration shall be completed by the Agency in accordance with applicable Governmental Law, specifically including the Department's Standard Specifications for Road and Bridge Construction.

D. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

E. The Department acknowledges that the improvement is an integral and important part of (1) the Alachua County Bicycle/Pedestrian Work Program, adopted 2008, (2) the Alachua County Bicycle Master Plan, adopted 2001, with amendments, and (3) the 2001-2020 Alachua County Comprehensive Plan, Mobility Element and Capital Improvement Element.

13. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use the Property, nor construction of the Improvement on or within the Property shall operate to create or vest any property right to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of

property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

15. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Agency's negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Property; and (2) merchantability or fitness for a particular purpose.

16. PAYMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

17. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

19. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Gainesville Maintenance Engineer
5301 NE 39th Ave
Gainesville, Florida 32205

Agency: Alachua Board of County Commissioners
Attention: County Manager
12 SE 1st Street
Gainesville, Florida 32601

20. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

21. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

22. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

23. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

24. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

25. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

26. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

27. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

28. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

29. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

30. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

31. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

32. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

33. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

34. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

35. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

36. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

Financial Project Id. No.: 207837-4-52-01
Federal Id. No.: 3761 039 P
Project Description: SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street
On System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of seven (7) pages.

Florida Department of Transportation

By: _____

Printed Name: Alan R. Mosley, P.E.

Title: District Two Secretary

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

**Alachua County Board Of County
Commissioners, A Florida Governmental
Authority**

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

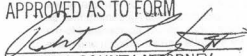
By: _____

Printed Name: _____

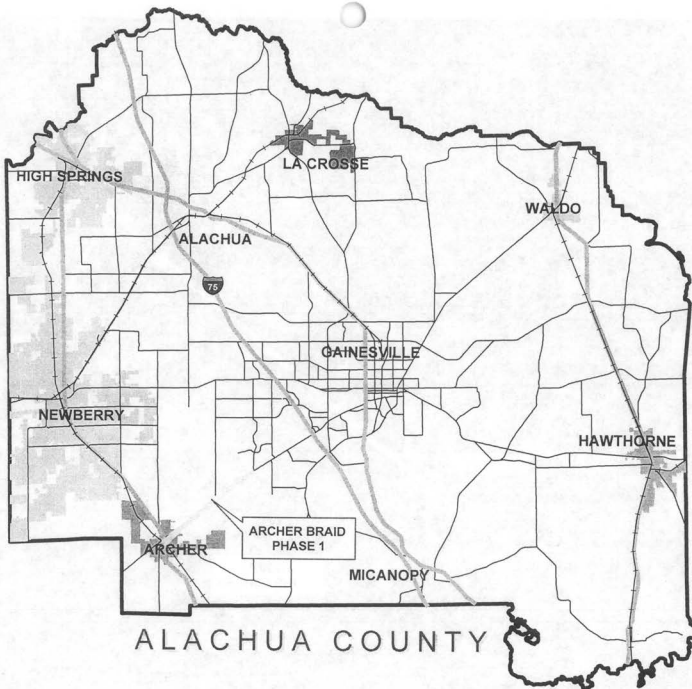
Title: _____

Date: _____

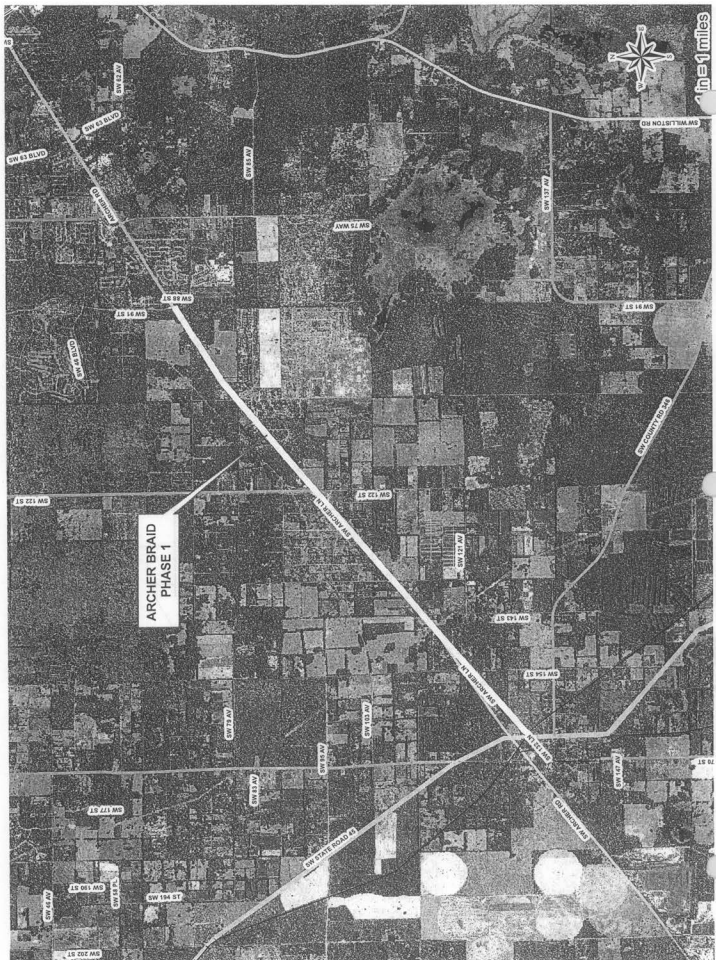
APPROVED AS TO FORM



ALACHUA COUNTY ATTORNEY



1 in = 5 miles



1 in = 1 miles

CONSTRUCTION & MAINTENANCE AGREEMENT

This Construction & Maintenance Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Alachua County Board of County Commissioners ("Agency").

WHEREAS, the term "Property" shall refer to certain real property located in Alachua County, Florida, owned by the Department and described as SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street; and

WHEREAS, the term "Improvement" means and shall refer to the construction of a Bike Path/Trail along SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street and any other improvements under this financial project number including but not limited to fencing, benches, trash receptacles and landscaping; and

WHEREAS, the Department shall fund construction of the Improvement; and

WHEREAS, the Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and

WHEREAS, the Department shall construct the Improvement; and

WHEREAS, the Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement; and

WHEREAS, the Improvement shall be located on the Property; and

WHEREAS, by Resolution _____, dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "A".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The initial term of the Agreement shall be for a period of one (1) year from the Effective Date. The Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: (A) all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida; and (B) all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative,

regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which is required for all permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

The Department shall manage the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of Improvement at its convenience after the appropriation of sufficient funds.

8. MAINTENANCE & REPAIR

A. The Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS

The Department may improve or modify the Improvement as the Department deems appropriate. Improvements and modifications made to the Improvement shall be maintained and repaired by the Agency in accordance with the "Maintenance & Repair" section of this Agreement.

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The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform its obligations under this Agreement. All utility conflicts that interfere with the Agency's ability to perform this Agreement shall be resolved by the Agency directly with the applicable utility.

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E. The Department acknowledges that the improvement is an integral and important part of (1) the Alachua County Bicycle/Pedestrian Work Program, adopted 2008, (2) the Alachua County Bicycle Master Plan, adopted 2001, with amendments, and (3) the 2001-2020 Alachua County Comprehensive Plan, Mobility Element and Capital Improvement Element.

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Attention: County Manager
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36. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of seven (7) pages.

Florida Department of Transportation

By: _____

Printed Name: Alan R. Mosley, P.E.

Title: District Two Secretary

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

**Alachua County Board Of County
Commissioners, A Florida Governmental
Authority**

By: Lee Pinkoson

Printed Name: LEE PINKOSON, CHAIR

Title: _____

Date: _____

Attest:

By: J. K. Irby

Printed Name: _____

Title: _____

Date: _____

J. K. IRBY, CLERK

APPROVED AS TO FORM

Robert L. [Signature]
ALACHUA COUNTY ATTORNEY

April 26, 2011 Regular BoCC Meeting
Agenda Item #20

Title

Phase II Archer Braid Bike Path/Trail: Resolution and Local Area Project Agreement for improvements associated with Phase II from Archer Rd and SW 91 St to Kanapaha Park (Amended) (Amended)

Amount

\$150,000 (Revenue)

Description

Request Adoption for the Resolutions and Local Area Project Agreement between Alachua County and the Florida Department of Transportation (FDOT) for improvements associated with Archer Braid Bike Path/Trail, Phase 2 from the intersection of SW 91st Street and Archer Road to Kanapaha Park

Recommendation

Adopt the Resolutions and approve the Budget Amendment authorizing the County to enter into a LAP agreement with FDOT and execute the Agreement for the proposed Archer Braid Bike Path/Trail from the intersection of SW 91st Street and Archer Road and that the Chair be authorized to execute any additional documents, approved by the County Attorney, necessary to complete this transaction.

Alternative(s)

Do not adopt the Resolution and provide staff with direction.

Requested By

Richard Hedrick (contact: Michael Fay, ext 1218)

Originating Department

Public Works

Attachment(s) Description

Resolutions, Local Area Project Agreement & Location maps, budget amendment

Documents Requiring Action

Resolutions and Local Area Project Agreement (3 copies) budget amendment

Executive Summary

These Resolutions and LAP Agreement between Alachua County and the FDOT is in connection with the proposed Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street. The work is programmed for the design portion of the project and establishes the budget for this portion of the project. A subsequent LAP agreement will be required for the construction portion of the project.

Background

As part of the FDOT's five-year work program, the County will be undertaking the design of the Archer Braid Bike Path/Trail from the intersection of Archer Road and SW 91st Street and SW Archer Road to Kanapaha Park. It is anticipated that the trail will be located in rights-of-way of SW 91st Street, SW 46th Boulevard and SW 75th Street. This project is in the approved County Transportation Improvement Program. The FDOT requires a LAP Agreement and enabling Resolution for the project in order to proceed with construction.

Issues

There are some issues anticipated with the memorandum of agreement and the supporting resolution. However, if the agreement and resolution were not approved, \$1,986,000 in transportation funding would be lost and the cost of the project would need to be borne completely by Alachua County in order to be completed. The agreement requires the County to participate in the Department of Homeland Security. The agreement requires the County to maintain the facility once it is installed. Additionally, the agreement requires the County to indemnify the FDOT for all claims other than those caused by the FDOT. The FDOT will not remove this indemnification clause. Finally, there is a clause in the agreement whereby the FDOT can request that the County remove the bike path within 60 days of a formal request. The FDOT is aware that that the Archer Braid trail is in high priority in the County's bike/ped work program. The intent of the "maintenance/repair and restore" language is to make sure the facilities are maintained for the benefit of public health, safety or welfare, etc. The bike path/trail will not be located within the FDOT right-of-way except for a crossing point on Archer Road and the likelihood of their requesting the removal of the facility is remote unless the County fails to maintain the facility. Again, this is standard contract language for the FDOT and they will not remove this clause.

Fiscal Recommendation

\$150,000 (revenue)

Fiscal Alternative(s)

N/A

Funding Sources

FDOT

Account Code(s)

307-7914-331.49-00

Attachment: LAP Archer Braid Final.pdf

Attachment: Archer Braid Phase 2 Budget Amendment.pdf

Attachment: LOCATION MAP ARCHER BRAID PH2.pdf

Attachment: MOA RES Archer Braid Phase 2.pdf

Attachment: LAP Agreement Archer Braid Budget Resolution.pdf

Attachment: AREAMAP ARCHER BRAID PH2 2011.pdf

RESOLUTION 11-45

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION OF SR 24/ARCHER ROAD TRAIL FROM THE ARCHER CITY LIMITS TO SW 91ST STREET IN ALACHUA COUNTY; AUTHORIZING THE CHAIR TO EXECUTE THE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the FDOT has requested the County to execute and deliver Memorandum of Agreement for the Design, Construction and Construction Engineering Inspection of SR 24/Archer Road Trail from the Archer City Limits to SW 91st Street to FDOT; and

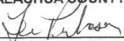
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA;

1. The Board hereby approves the Memorandum of Agreement.
2. A certified copy of this resolution will be forwarded to the FDOT with the executed agreement.
3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of April, A.D., 2011

SEAL

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

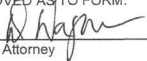
By: 

Lee Pinkoson, Chair

ATTEST:


J.K. Irby, Clerk

APPROVED AS TO FORM:


County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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FPN: 429029-1-38-01	Fund: SE	FLAIR Approp: 088717
Federal No: _____	Org Code: 55023010248	FLAIR Obj: 790089
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Alachua County Board of County Commissioners hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described; and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) ABFL & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

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If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2012. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 150,000.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- "(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

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available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.*

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

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Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to addressee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient

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elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014

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1109 South Marion Avenue
Lake City, Florida 32025

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Ms. Katrina, Sadler, Planning Programs Administrator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
 - b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - a) The Department at each of the following address(es):

Ms. Kim Evans, District LAP/JPA Coordinator
PLEMO Department - MS 2014
1109 South Marion Avenue
Lake City, Florida 32025
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation

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assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the

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Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

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- (a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

- (b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not

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submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

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13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

13.16 E- VERIFY

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

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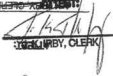
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY ALACHUA COUNTY
a Florida Governmental Authority

By: 
Name: _____
Title: LEE PINKOSON, CHAIR

Attest: 
Title: 

As to form: 
Title: ATTORNEY, CLERK
Attorney 

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Alan R. Mosley, P.E.
Title: District Two Secretary

Attest: _____
Title: _____

Legal Review: _____
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 429029-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
the Alachua County Board of County Commissioners

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION: Design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by December 31, 2012.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Ms. Ha Nguyen, P.E., Alachua County Public Works Alachua County Public Works Department P.O. Box 1188 Gainesville, Florida	FPN: 429029-1-38-01
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PROJECT DESCRIPTION

Name: Design of the Archer Braid Bike Path / Trail

Length: approx. 3.457 miles

Termini: from SR 24 / Archer Road to Kanapaha Park

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2009-2010			
2010-2011			
2011-2012			
Total Planning Cost			
Project Development & Environment (PD&E) 2008-2009			
2009-2010			
2010-2011			
Total PD&E Cost			
Design 2008-2009			
2009-2010			
2010-2011	\$ 150,000.00		\$ 150,000.00
Total Design Cost	\$ 150,000.00		\$ 150,000.00
Right-of-Way 2008-2009			
2009-2010			
2010-2011			
Total Right-of-Way Cost			
Construction 2008-2008			
2009-2010			
2010-2011			
2011-2012			
Total Construction Cost			
Construction Engineering and Inspection (CEI) 2008-2008			
2009-2010			
2010-2011			
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 150,000.00		\$ 150,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit F
Standard Financial Provisions

1. The Department agrees to pay the Alachua County BOCC for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of the design of the Archer Braid Bike Path / Trail from SR 24 / Archer Road to Kanapaha Park in Alachua County, Florida.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of design of a bike path / trail.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, F.S.
7. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."
12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

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EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.13 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

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EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Katrina Sadler, Planning Program Administrator
1109 South Marion Avenue
Lake City, Florida 32025

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Ms. Ha Nguyen, P.E., Alachua County Public Works
Alachua County Public Works Department
P.O. Box 1188
Gainesville, Florida

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

ESS-610-40
PRODUCTION SUPPORT
08/06
Page

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 150,000.00

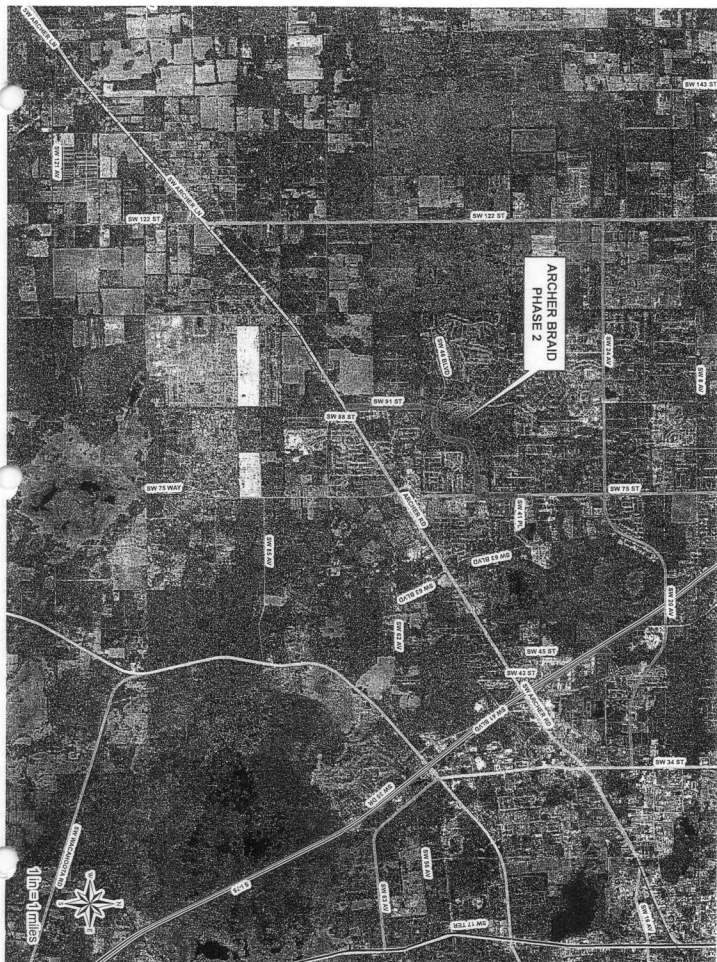
Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.



RESOLUTION 11-46

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING BUDGET TO ADMINISTER UNANTICIPATED REVENUES RECEIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on this date the Board approved the Local Agency Program Agreement for the Design of Archer Braid Bike Path/Trail from SR 24/Archer Road to Kanapaha Park with the Florida Department of Transportation;

WHEREAS, the Local Agency Program Agreement has been received from the Florida Department of Transportation;

WHEREAS, it is necessary to amend the budget within the FY11 Archer Braid, Phase II Fund to account for and administer unanticipated revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. That the budget within the FY11 Archer Braid, Phase II Fund be amended, and the same is hereby, approved.
2. That the fiscal year 2010-11 budget for the FY11

Archer Braid, Phase II Fund is hereby amended as reflected in the budget amendment attached hereto. 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 26th day of April, A.D., 2011.

**BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA**

By: 
VLee Pinkoson, Chair

ATTEST:


J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (\$)	EXPENSES (\$)
1	Archer Braid Phase II	Road and Bridge-Tran CPTL - Sidewalks	Intergovernmental Revenue	307-7914-331.49-00	150,000	
2	Archer Braid Phase II	Road and Bridge-Tran CPTL - Sidewalks	Infrastructure	307-7914-541.63-00		150,000
3						
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	150,000	150,000
COMBINED TOTAL	300,000	

PERFORMANCE RESULTS: To establish budget for Archer Braid Phase II.

Kenneth Fair

PREPARED BY:

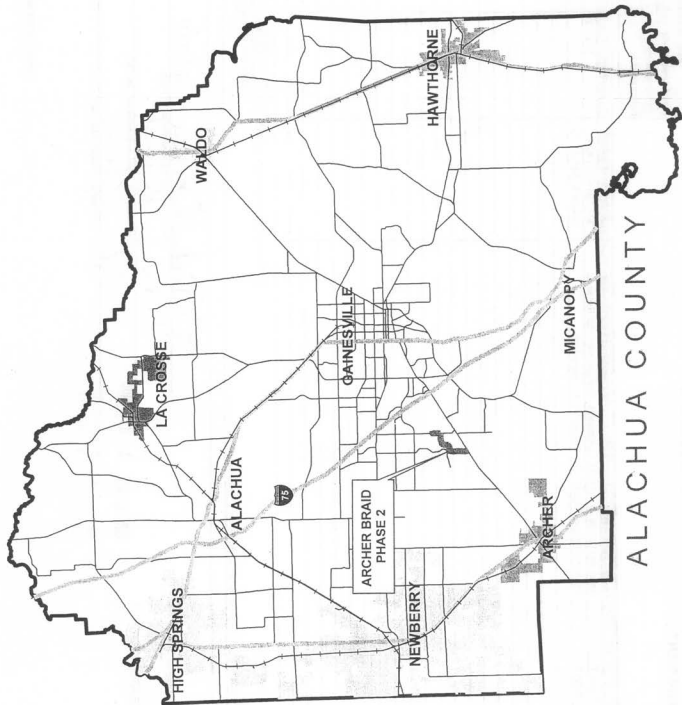
ANALYST

Michael G. Jay 4/12/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne B. B. B.
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

Chris L. L.
CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
28 SEP 1 PM 2 28



1 in = 5 miles

April 26, 2011 Regular BoCC Meeting
Agenda Item #21

Title

CHOICES Trust Options Presentation (Amended)

Amount

N/A

Description

Presentation to BoCC regarding items requested at February 1, 2011 CHOICES Workshop.

Recommendation

Hear presentation and provide direction to County Manager regarding the future of the program

Alternative(s)

Do not hear presentation

Requested By

Elmira K. Warren/Bob Bailey/Cathie Whitney 264-6706

Originating Department

Community Support Services

Attachment(s) Description

N/A

Documents Requiring Action

N/A

Executive Summary

On February 1, 2011 CHOICES made a presentation concerning CHOICES current financial status and issues for the program after the Sales tax surcharge ends on December 31, 2011. The BoCC requested five actions be taken by the program. This presentation addresses those five actions.

Background

With the coming end of funding for the CHOICES program on December 31, 2011, Staff presented to the BoCC data on the current status for the CHOICES Program on February 1, 2011. That presentation gave several options for the BoCC to consider concerning the future of the CHOICES Program.

Issues

The five items the BoCC asked the Program to do that will be addressed in this presentation are: 1. Evaluate a range of Trust 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. Return with information on the drawdown of the fund balance (exit strategy); 3. Report recommendation for CHOICES future from CHOICES Advisory Board; 4. Cease to expend funds on advertising; and 5. Report recommendation from CHOICES Advisory Board on opinion of cessation of accepting new applications.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

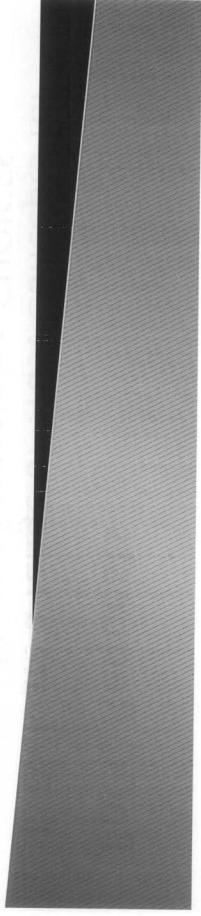
Account Code(s)

N/A

Attachment: CHOICESTrustPresentation.pptx

CHOICES Options

A Review of Trust Options & other
Recommendations
April 26, 2011



BoCC Requests

1. Evaluate a range of Trust 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. Return with information on the drawdown of the fund balance (exit strategy).



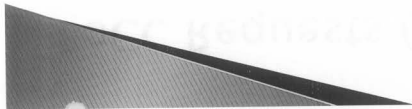
BoCC Requests (cont.)

3. Report recommendation for CHOICES future from Advisory Board.
 4. Cease to expend funds on advertising.
 5. Report recommendation from CHOICES Advisory Board on opinion of cessation of accepting new applications.
- 

What We Did

Completed actions:

1. Advertising cancelled February 2, 2011.
2. Advisory Board recommendations sent to BoCC on February 18, 2011.



What We Did (cont.)

CHOICES Advisory Board recommendations:

1. Continue operations of CHOICES program with a targeted end date of December 31, 2013.
2. Continue accepting applications for new members.



Advisory Board Recommendation

3. Create adequate Claims Reserve Fund to cover run-out of claims.
4. Develop “exit strategy” to end program in an orderly, professional, and economical manner.

At the April 4 Advisory Board Meeting these recommendations were reaffirmed by the Advisory Board.



What We Did (cont.)

CHOICES Wind Down

Assumptions:

- CHOICES benefits end December 31, 2011.
 - No change in benefit structure.
 - Wind down fits any other date CHOICES ends benefits.
- 

What We Did (cont.)

CHOICES Wind Down Steps:

- End CHOICES benefits December 31, 2011.
- Cease taking new applications June 1, 2011.
- Release six employees August 1, 2011.
- Release two employees September 1, 2011.



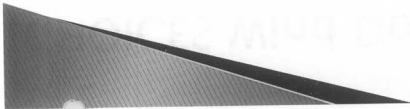
CHOICES Wind Down Steps (cont.)

- Cancel contracts by December 31, 2011.
- End December 2011 with two staff to handle claims run-out, claims disputes, records, etc.
- During January– June 2012 monitor claims run-out, pay all bills, dispose of assets, close program.
- Between April– June 2012 release all employees.



Other Considerations for Wind Down

- If the Option chosen continues CHOICES, but provides substantially changed benefits, the release of employees changes.
- When new applications cease, membership declines 3–5% per month.
- It is possible there will be a small Fund Balance when the program ends.



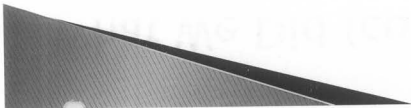
What We Did (cont.)

Trust Options

1. Reviewed earlier studies of Trust discussions.
 2. Discussed development of Trust concepts with actuaries and public investment professionals.
 3. Developed several Trust scenarios.
 4. Received return estimates from investment professionals.
- 

What We Did (cont.)

5. Developed assumptions for actuarial analysis.
6. Reviewed analysis with CHOICES Advisory Board.

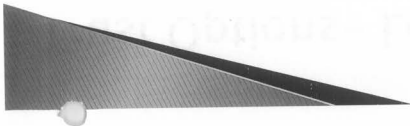


Trust Options– Legal Considerations

- Current CHOICES Fund investments limited according to F.S. 218.415.
 - The portfolios are invested entirely in Federal Agency, U.S. Treasury, and Municipal Obligation securities. The securities are allocated among high quality issuers rated AAA and AA.
 - Could set up separate Trust Fund with different investment options.
- 
- A decorative graphic in the bottom left corner consisting of a dark gray triangle with a diagonal line and a textured pattern.

Legal Considerations (cont.)

- This Trust could, by Ordinance, be allowed to invest in higher risk/higher return investments.
- Could cause loss of principle.
- Would involve costs to set-up and maintain.



Trust Options

1. All Fund Balance in Trust; spend only earnings; assume benefits at 2008 levels with adjustments.
2. All Fund Balance in Trust; spend only earnings; assume benefits at 2011 level with adjustments.
3. Spend down the principle; accumulate earnings to spend when principle fully expended.



Trust Historic Returns

100% Fixed Income (returns as of 12/31/2010)

Category	1 YR	3 YR	5 YR	10 YR
Enhanced Cash	0.97%	2.25%	3.45%	3.32%
1-3 YR	2.31%	3.78%	4.53%	4.16%
1-5 YR	3.33%	4.68%	5.16%	4.46%
1-10 YR	4.40%	5.42%	5.70%	4.63%
Mean	3.52%	3.53%	3.53%	3.53%

Source: Public Financial Management

Trust Historic Returns

Multi-Asset Class (Equity: Fixed Income)

Equity/Fixed Mix	1YR	3YR	5YR	10YR
60%/40%	12.72%	3.67%	5.80%	3.53%
50%/50%	12.17%	4.77%	4.44%	3.99%
30%/70%	9.42%	3.71%	5.08%	4.82%
Mean	11.44%	4.05%	5.11%	4.11%

Source: Public Financial Management



Trust Assumptions

1. Fixed Investment Only:

Return 3.5%

2. Mixed Asset

Equity/Fixed Mix 30% Equity/70% Fixed

Return 5.0%



Earnings Estimate

➤ Fixed Income Model

Fund Balance Invested	\$38,896,375
Rate of Return (Fixed Income)	3.5%
Annual Earnings	\$1,357,138

➤ Mixed Asset Model

Fund Balance Invested	\$38,896,375
Rate of Return (70% Fixed/30% Equity)	5.0%
Annual Earnings	\$1,938,769



Option 1

1. All Fund Balance in Trust; spend only earnings; assume benefits at 2008 levels with adjustments.



Option 1: Assumptions

- Benefits at 2008 levels.
 - Eliminated dental benefits and all external funding.
 - Income identical each year.
 - Program expense rate increases 10% per year (primarily medical cost inflation).
 - Admin expenses increase 4% per year.
 - Solve for number of members to breakeven.
- 

Option 1: Spend Earnings Only

Sample Income Statement- Fixed Income
Model- Benefits at 2008 Level

Year	2012	2013	2014
Revenue	1.357M	1.357M	1.357M
Program Exp.	.965M	.950M	.934M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.356M	1.357M	1.357M

Members at
breakeven

641

590

532



Option 1: Spend Earnings Only

Sample Income Statement– Mixed Asset
Model– Benefits at 2008 Level

Year	2012	2013	2014
Revenue	1.939M	1.939M	1.939M
Program Exp.	1.548M	1.532M	1.516M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.939M	1.939M	1.939M

Members at
breakeven

1,028

951

863

Issues to Consider

- Mixed Asset model may show principle loss.
- How do we chose the 600–1,000 members?
- What happens to the 3,000 who are dropped?
- Do we develop new eligibility criteria?
- Do we redesign the benefit package?
- Will we maintain a waiting list?
- Will eligibility change during the year?
- How will we handle years when spending exceeds revenue?
- Should we allow fewer in the program to minimize potential overspending?



Issues to Consider (cont.)

- Dealing with a waiting list requires evaluating applications twice.
 - Should we consider a limit to how long an individual can be on CHOICES?
 - Removing up to 82% of membership will create incentive to use services as plan ends.
 - If Affordable Care Act goes into effect may have to reinvent CHOICES again.
 - Low membership puts Admin expense over 20%-25%.
- 

Option 2

2. All Fund Balance in Trust; spend only earnings; assume benefits at 2011 level with adjustments.



Option 2: Assumptions

- Medical & Rx Benefits at 2011 Level.
- Eliminated dental and external funding.
- Income same as Option 1.
- Program and Admin expenses estimated as in Option 1.
- Solve for number of members to breakeven.



Option 2: Spend Earnings Only

Sample Income Statement– Fixed Income
Model–2011 Benefits

Year	2012	2013	2014
Revenue	1.357M	1.357M	1.357M
Program Exp.	.965M	.951M	.932M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.356M	1.357M	1.357M

Members at
breakeven

490

439

392

Option 2: Spend Earnings Only

Sample Income Statement– Mixed Asset Model– 2011 Benefits

Year	2012	2013	2014
Revenue	1.939M	1.939M	1.939M
Program Exp.	1.548M	1.532M	1.516M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.939M	1.939M	1.939M

Members at Breakeven	844	690	621
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Issues to Consider

- Mixed Asset model may show principle loss.
- How do we chose the 500–800 members?
- What happens to the 3,000 who are dropped?
- Do we develop new eligibility criteria?
- Do we redesign the benefit package?
- Will we maintain a waiting list?
- How will we handle years when spending exceeds revenue?
- Will eligibility change during the year?
- Should we allow fewer in the program to minimize potential overspending?



Issues to Consider (cont.)

- Dealing with a waiting list requires evaluating applications twice.
 - Should we consider a limit to how long an individual can be on CHOICES?
 - Removing up to 75% of membership will create incentive to use services as plan ends.
 - If Affordable Care Act goes into effect may have to reinvent CHOICES again.
 - Low membership puts Admin expense over 20%-25%.
- 

Option 3

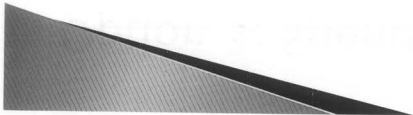
3. Spend down the principle; accumulate earnings to spend when principle fully expended.



Option 3: Spend Down Principle

How it works:

- BoCC determines length of Trust.
- Fund Balance is placed in Trust with expenditure limited to annual fraction of original principle.
- Interest accumulated to be expended after principle exhausted.



Option 3: Spend Down Principle

Assumptions:

- Ten year life of Trust.
- Earnings rates as with Option 1.
- Benefits at 2008 levels; dental benefit and External Funding eliminated
- Equal funds available until principle exhausted.
- Expenses calculated as in Option 1.



Option 3: Principle Spend Down

Sample Income Statement: Fixed Income 2008 Benefits

Year	2012	2013	2014
Revenue	3.890M	3.890M	3.890M
Program Exp.	3.387M	3.367M	3.345M
Admin Exp.	.503M	.523M	.544M
Total Exp.	3.890M	3.890M	3.889M
Members at Breakeven	2,249	2,090	1,904



Option 3: Principle Spend Down

2008 Benefits.

Summary of members through 2021:

Year	2015	2016	2017	2018	2019	2020	2021
Members	1,719	1,553	1,401	1,264	1,037	935	842

Accumulated interest as 2021: \$8,650,856

Could continue program for 2.2 years at lower membership



Option 3: Principle Spend Down

Sample Income Statement: Fixed Income 2011 Benefits

Year	2012	2013	2014
Revenue	3.890M	3.890M	3.890M
Program Exp.	3.386M	3.365M	3.347M
Admin Exp.	.503M	.523M	.544M
Total Exp.	3.890M	3.889M	3.890M

Members at

Break-even	1,719	1,553	1,404
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Option 3: Principle Spend Down

2011 Benefits

Summary of members through 2021:

Year	2015	2016	2017	2018	2019	2020	2021
Members	1,268	1,145	1,033	932	841	758	683



Option 3: Principle Spend Down

Mixed Asset Model

Since starting Fund Balance is the same in both models, projected income statements are the same.

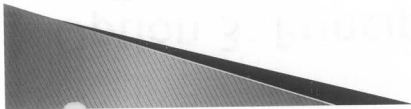
Accumulated interest as 2021:
\$13,545,208

Could continue program for 3.5 years
at lower membership



Option 3– Issues

- About 1,800–2,000 CHOICES members will have to be dropped.
- How do we select the 1,200–1,700 to remain in the program?
- All the issues of eligibility and benefits remain from Option 1.
- If Affordable Care Act begins in 2014, CHOICES may have to be restructured again.



Option 3– Issues (cont.)

- ▶ Mixed Asset model could result in principle losses.
- ▶ Around 2016 admin expense will exceed 15%.
- ▶ Continuing CHOICES for ten years will continue public criticisms of the program.



Membership Summary- by Option

	Option 1		Option 2		Option 3	
	2008 Level		2011 Level		Spend Down	
	Fixed	Mixed	Fixed	Mixed	2008	2011
2012	641	1,028	490	844	2,249	1,719
2013	590	951	439	690	2,090	1,553
2014	532	863	392	621	1,904	1,404



Final Considerations

- Developing a transition to a smaller CHOICES will be difficult.
- We will essentially be running two operations at once: (1) Close down of a 3,600 member plan and (2) a start-up of a new plan.



Final Considerations

- New eligibility rules may need to be put in place and applications will need to be evaluated.
- If benefits are to be cut further we will need to work through adjudication issues with Blue Cross.
- New benefit pricing will be needed from the actuary.
- Public reaction is unknown



Potential BoCC Actions

- Adopt Advisory Board & Staff Recommendation
- Adopt a Trust Option
- Adopt a different proposal
- Take no action



Comparing Santa Fe and UF Student Health Care Centers

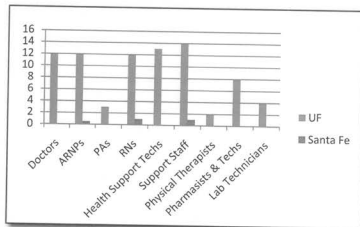
Santa Fe SHCC Services

Blood Pressure checks, First Aid, Physical Exams, Pap tests & Birth control, Immunizations & Flu Shots, Health Education, & Referrals to local health care providers for advanced care & services

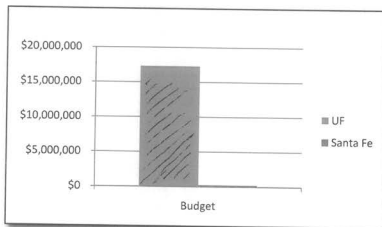
University of Florida SHCC Services

Primary care, Women's health services, Acute care/Trauma services, Special clinics, Allergy injections, Immunizations, Travel counseling, Laboratory services, Nutrition services, Pharmacy, Physical therapy, Sports medicine, Radiology/X-ray/EKG services, Medical massage therapy, Wellness massage, Spa treatments, Ergonomic education, & Stress reduction techniques

Staff Comparisons



Budget Comparisons



Santa Fe students vs. UF students

50.3% from Alachua County
Average Age: 25
53.3% part-time students
25.4% Vocational
40% on Financial aid
Works 1+ job

8.2% from Alachua County
Average Age: 23
12.8% part-time students
0% Vocational
28% of financial aid

About Santa Fe College:

Santa Fe prepares students for entry-level, high-wage, high-demand work
Santa Fe makes Alachua County residents job-ready
4400 students enrolled in 80+ workforce development programs
Health Sciences, Law Enforcement, Information Technology
Early Childhood, Business, Construction & Technical Programs
Minimal impact on CHOICES! Less than 200 in CHOICES on December 1, 2010
(less than 5% of enrollment)

CHOICES Options

A Review of Trust Options & other
Recommendations
April 26, 2011

BoCC Requests

1. Evaluate a range of Trust 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. Return with information on the drawdown of the fund balance (exit strategy).

BoCC Requests (cont.)

3. Report recommendation for CHOICES future from Advisory Board.
4. Cease to expend funds on advertising.
5. Report recommendation from CHOICES Advisory Board on opinion of cessation of accepting new applications.

What We Did

Completed actions:

1. Advisory Board recommendations sent to BoCC on February 18, 2011.
2. Advertising cancelled February 2, 2011.

Advisory Board Recommendation

Current recommendation from CHOICES Advisory Board:

1. Continue operations of CHOICES program with a targeted end date of December 31, 2013.
2. Continue accepting applications for new members.

Advisory Board Recommendation

3. Create adequate Claims Reserve Fund to cover run-out of claims.
4. Develop "exit strategy" to end program in an orderly, professional, and economical manner.

At the April 4 Advisory Board Meeting these recommendations were reaffirmed by the Advisory Board.

What We Did (cont.)

Trust Options

1. Reviewed earlier studies of Trust discussions.
2. Discussed development of Trust concepts with actuaries and public investment professionals.
3. Developed several Trust scenarios.
4. Received return estimates from investment professionals.

What We Did (cont.)

5. Developed assumptions for actuary analysis.
6. Reviewed analysis with CHOICES Advisory Board.

Trust Options– Legal Considerations

- Current CHOICES Fund investments limited according to F.S. 218.415.
- The portfolios are invested entirely in Federal Agency, U.S. Treasury, and Municipal Obligation securities. The securities are allocated among high quality issuers rated AAA and AA.
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Legal Considerations (cont.)

- This Trust could, by Ordinance, be allowed to invest in higher risk/higher return investments.
- Could cause loss of principle.
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Trust Options

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2. All Fund Balance in Trust; spend only earnings; assume benefits at 2011 level with adjustments.
3. Spend down principle; accumulate earnings to spend when principle fully expended.

Option 1– Trust– Spend earnings only

- End CHOICES benefits Dec. 31, 2011.
- Cease taking new applications June 1, 2011.
- Release six employees August 1, 2011.
- Release two employees Sept. 1, 2011.
- Cancel contracts by Dec. 31, 2011.
- End Dec. 2011 with two staff to handle claims run-out, claims disputes, records, etc.

Option 1: Spend Earnings Only

- During January-June 2012 monitor claims run-out, pay all bills, dispose of assets, close program.
- Between April-June 2012 release all employees
- If Option chosen continues CHOICES providing benefits release of employees changes.

Trust Historic Returns

100% Fixed Income (returns as of 12/31/2010)

Category	1 YR	3 YR	5 YR	10 YR
Enhanced Cash	0.97%	2.25%	3.45%	3.32%
1-3 YR	2.31%	3.78%	4.53%	4.16%
1-5 YR	3.33%	4.68%	5.16%	4.46%
1-10 YR	4.40%	5.42%	5.70%	4.63%
Mean	3.52%	3.53%	3.53%	3.53%

Source: Public Financial Management

Trust Historic Returns

Multi-Asset Class (Equity: Fixed Income)

Equity/Fixed Mix	1YR	3YR	5YR	10YR
60%/40%	12.72%	3.67%	5.80%	3.53%
50%/50%	12.17%	4.77%	4.44%	3.99%
30%/70%	9.42%	3.71%	5.08%	4.82%
Mean	11.44%	4.05%	5.11%	4.11%

Source: Public Financial Management

Trust Assumptions

1. Fixed Investment Only:

Return 3.5%

2. Mixed Asset

Equity/Fixed Mix 30% Equity/70% Fixed

Return 5.0%

Option 1: Spend Earnings Only

➤ Fixed Income Model

Fund Balance Invested	\$38,896,375
Rate of Return (Fixed Income)	3.5%
Annual Earnings	\$1,357,138

➤ Mixed Asset Model

Fund Balance Invested	\$38,896,375
Rate of Return (70% Fixed/30% Equity)	5.0%
Annual Earnings	\$1,938,769

Option 1: Assumptions

- Benefits at 2006 level.
- Eliminated dental benefits and all external funding.
- Income identical each year.
- Program expense rate increase 10% per year (primarily medical cost inflation).
- Admin expenses increase 4% per year.
- Solve for number of members to breakeven.

Option 1: Spend Earnings Only

Sample Income Statement- Fixed Income Model- Benefits at 2008 Level

Year	2012	2013	2014
Revenue	1.357M	1.357M	1.357M
Program Exp.	.965M	.950M	.934M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.356M	1.357M	1.357M

Members at breakeven	641	590	532
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Option 1: Spend Earnings Only

Sample Income Statement- Mixed Asset Model- Benefits at 2008 Level

Year	2012	2013	2014
Revenue	1.939M	1.939M	1.939M
Program Exp.	1.548M	1.532M	1.516M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.939M	1.939M	1.939M

Members at breakeven	1,028	951	863
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Issues to Consider

- Mixed Asset model may show principle loss.
- How do we chose the 600–1,000 members?
- What happens to the 3,000 who are dropped?
- Do we develop new eligibility criteria?
- Do we redesign the benefit package?
- Will we maintain a waiting list?
- Will eligibility change during the year?
- How will we handle years when spending exceeds revenue?
- Should we allow fewer in the program to minimize potential overspending?

Issues to Consider (cont.)

- Dealing with a waiting list requires evaluating applications twice.
- Should we consider a limit to how long an individual can be on CHOICES?
- Removing up to 82% of membership will create incentive to use services as plan ends.
- If Affordable Care Act goes into effect may have to reinvent CHOICES again.
- Low membership puts Admin expense over 20%–25%.

Option 2: Assumptions

- Medical & Rx Benefits at 2011 Level.
- Eliminated dental and external funding.
- Income same as Option 1.
- Program and Admin expenses estimated as in Option 1.
- Solve for number of members to breakeven.

Option 2: Spend Earnings Only

Sample Income Statement– Fixed Income Model

Year	2012	2013	2014
------	------	------	------

Revenue	1.357M	1.357M	1.357M
Program Exp.	.965M	.951M	.932M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.356M	1.357M	1.357M

Members at breakeven	490	439	392
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Option 2: Spend Earnings Only

Sample Income Statement– Mixed Asset Model
Year 2012 2013 2014

Revenue	1.939M	1.939M	1.939M
Program Exp.	1.548M	1.532M	1.516M
Admin Exp.	.391M	.407M	.423M
Total Exp.	1.939M	1.939M	1.939M

Members at Breakeven	844	690	621
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Issues to Consider

- Mixed Asset model may show principle loss.
- How do we chose the 500–800 members?
- What happens to the 3,000 who are dropped?
- Do we develop new eligibility criteria?
- Do we redesign the benefit package?
- Will we maintain a waiting list?
- How will we handle years when spending exceeds revenue?
- Will eligibility change during the year?
- Should we allow fewer in the program to minimize potential overspending?

Issues to Consider (cont.)

- Dealing with a waiting list requires evaluating applications twice.
- Should we consider a limit to how long an individual can be on CHOICES?
- Removing up to 75% of membership will create incentive to use services as plan ends.
- If Affordable Care Act goes into effect may have to reinvent CHOICES again.
- Low membership puts Admin expense over 20%–25%.

Option 3: Spend Down Principle

How it works:

- BoCC determines length of Trust.
- Fund Balance is placed in Trust with expenditure limited to annual fraction of principle.
- Interest accumulated to be expended after principle exhausted.

Option 3: Spend Down Principle

Assumptions:

- Ten year life of Trust.
- Earnings rates as with Option 1.
- Benefits at 2008 levels; dental benefit and External Funding eliminated
- Equal funds available until principle exhausted.
- Expenses calculated as in Option 1.
- Interest earned over life of Trust:
 - Fixed Only: \$8,650,856
 - Mixed Asset: \$13,545,208

Option 3: Principle Spend Down

Sample Income Statement: Mixed Assets

2008 Benefits			
Year	2012	2013	2014
Revenue	3.890M	3.890M	3.890M
Program Exp.	3.387M	3.367M	3.345M
Admin Exp.	.503M	.523M	.544M
Total Exp.	3.890M	3.890M	3.889M
Members at Breakeven	2,249	2,090	1,904

Option 3: Principle Spend Down

Summary of members through 2021:

Year	2015	2016	2017	2018	2019	2020	2021
Members	1,719	1,553	1,401	1,264	1,037	935	842

Accumulated interest as 2021: \$8,650,856

Could continue program for 2.2 years at lower membership

Option 3: Principle Spend Down

Mixed Asset Model

Since starting Fund Balance is the same in both models, projected income statements are the same.

Accumulated interest as 2021:
\$13,545,208

Could continue program for 3.5 years at lower membership

Option 3: Principle Spend Down

Sample Income Statement: Fixed Income
2011 Benefits

Year	2012	2013	2014
Revenue	3.890M	3.890M	3.890M
Program Exp.	3.386M	3.365M	3.347M
Admin Exp.	.503M	.523M	.544M
Total Exp.	3.890M	3.889M	3.890M

Members at Breakeven	1,719	1,553	1,404
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Option 3: Principle Spend Down

Summary of members through 2021:

Year	2015	2016	2017	2018	2019	2020	2021
Members	1,268	1,145	1,033	932	841	758	683

Accumulated interest as 2021: \$8,650,856

Could continue program for 2.2 years at
lower membership

Option 3: Principle Spend Down

Mixed Asset Model

Since starting Fund Balance is the same in
both models, projected income
statements are the same.

Accumulated interest as 2021:
\$13,545,208

Could continue program for 3.5 years
at lower membership

Option 3- Issues

- About 1,800-2,000 CHOICES members will have to be dropped.
- How do we select the 1,200-1,700 to remain in the program?
- All the issues of eligibility and benefits remain from Option 1.
- If Affordable Care Act begins in 2014, CHOICES may have to be restructured again.

Option 3– Issues (cont.)

- › Mixed Asset model could result in principle losses.
- › Around 2016 admin expense will exceed 15%.
- › Continuing CHOICES for ten years will continue public criticisms of the program.

Final Considerations

- › Developing a transition to a smaller CHOICES will be difficult.
- › We will essentially be running two operations at once: (1) Close down of a 3,600 member plan and (2) a start-up of a new plan.

Final Considerations

- › New eligibility rules may need to be put in place and applications will need to be evaluated.
- › If benefits are to be cut further we will need to work through adjudication issues with Blue Cross.
- › New benefit pricing will be needed from the actuary.
- › Public reaction is unknown

April 26, 2011 Regular BoCC Meeting
Agenda Item #22

Title

Presentation: update on the Jail Energy Reduction and Water Conservation Project.

Amount

N/A

Description

Request to give Presentation and update on the Jail Energy Reduction and Water Conservation Project

Recommendation

Hear Presentation and update on the Jail Energy Reduction and Water Conservation Project.

Alternative(s)

Hear at a later time

Requested By

Charlie Jackson

Originating Department

Facilities

Attachment(s) Description

.

Documents Requiring Action

.

Executive Summary

.

Background

.

Issues

.

Fiscal Recommendation

.

Fiscal Alternative(s)

.

Funding Sources

N/A

Account Code(s)

N/A



Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

April 26, 2011 Regular BoCC Meeting
Agenda Item #25

Title

Commission Comments

Amount

N/A

Description

Commission Comments

Recommendation

Commission Comments

Alternative(s)

N/A

Requested By

Randall H. Reid

Originating Department

County Manager

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



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 25, 2011

To: Honorable Chair Pinkoson, Commissioners Baird, Byerly and DeLaney
From: Honorable Rodney J. Long, County Commissioner
Subject: National Association Counties (NACo) Legislative Conference Report

Dear Chair Pinkoson and Commissioners,

The NACo Legislative Conference was held on March 5-9 in Washington, D.C. As you may know, I represent Alachua County and the Florida Association of Counties (FAC) as a member of both Audit and Finance Committees, Economic Development Sub-committee, Chair and member of the NACo Board of Directors.

Attached please find the Key Legislative Priorities for NACo. In addition, please find the 2011 Policy Resolutions, an update on the Federal Strategic Plan to Prevent and End Homelessness from the United States Interagency Council on Homelessness (USICH), and a booklet entitled "Counties Tell Their Stories: Successful Community Development Block Grant Programs."

Finally, I've been invited to attend a White House County Officials Meeting on May 3, 2011 to discuss Issues including but not limited to, infrastructure, sustainable communities, health reform implementation, and Medicaid. I am honored, humbled and truly favored to be invited to attend this historic meeting to represent Alachua County, FAC and NACo. As always, I am

Willing to serve,

Honorable Rodney J. Long
Alachua County Commissioner
Immediate, Past President, Florida Association of Counties

cc. County Manager Randall Reid, Dave Wagner, County Attorney

Rodney J. Long

From: Hsu, Irene [Irene_Hsu@who.eop.gov]
Sent: Friday, April 22, 2011 8:29 PM
To: Rodney J. Long
Subject: White House County Officials Meeting Invitation - May 3, 2011



April 22, 2011

Commissioner Long,

The Office of Intergovernmental Affairs is pleased to invite you to attend a White House County Officials Meeting on **May 3, 2011**. Senior White House and Administration officials will provide remarks and participate in a discussion with County leaders. Likely topics will include infrastructure, sustainable communities, health reform implementation, and Medicaid. Here are the meeting details:

WHAT: White House County Officials Meeting
WHEN: Tuesday, May 3, 2011, 1:00 PM – 5:30 PM (EDT)
WHERE: The White House
Eisenhower Executive Office Building - South Court Auditorium
Washington, D.C.

Please RSVP to Irene Hsu (irene_hsu@who.eop.gov) at your earliest convenience. If you can attend, please send us your first, middle, and last name, date of birth, social security number, country of birth, and city and state of residence.

This invitation is non-transferable. We hope you will be able to join us, and look forward to seeing you.

Sincerely yours,

David Agnew

The White House
Office of Intergovernmental Affairs
(202) 456-4758
dagnew@who.eop.gov

NACo Opposes Preferential Tax Treatment for Online Travel Companies

Issue: Legislative initiatives would preempt state and local taxing authority over Online Travel Companies (OTCs).

NACo policy: NACo opposes legislative initiatives that would preempt state and local taxing authority over OTCs.

Background: Hotel taxes are a vital revenue source for counties across the nation. Some jurisdictions funnel these revenues into the general fund and are used for a myriad of public purposes, including fire and police services. Some communities use these funds to promote local tourism, which creates jobs and pumps badly needed funds into local economies. And some localities use these funds to pay bond obligations used to finance the construction of convention centers, sports facilities, and other public buildings.

However, this revenue source is being threatened by efforts of the OTCs to obtain preferential tax treatment at the expense of local government budgets. The OTCs, such as Expedia, Travelocity, and Orbitz pay hotels a discounted, wholesale rate for the rooms they book. These rooms are then sold to customers at a higher, retail rate. While customers are charged the applicable hotel tax on the retail rate, the OTCs remit taxes based on the wholesale rate, short-changing local governments while pocketing the difference. This practice is currently the subject of numerous lawsuits across the country. In response, the OTCs are actively lobbying Congress to preempt the authority of state and local governments to impose and collect hotel taxes from the OTCs.

For further information, contact: Michael Belarmino 202/942-4254 or mbelarmino@naco.org
February 2011

FUND THE MENTALLY ILL OFFENDER TREATMENT AND CRIME REDUCTION ACT

Issue: Support for the Mentally Ill Offender Treatment and Crime Reduction Act (MIOTCRA) Program.

NACo policy: NACo supports continued funding for the Mentally Ill Offender Treatment and Crime Reduction Program as a separate line item in the Department of Justice (DOJ) Bureau of Justice Assistance State and Local Law Enforcement Assistance Account.

Action needed: Urge your congressional delegations to support full funding (\$50 million) for the MIOTCRA program, and oppose efforts to consolidate MIOTCRA into the Department of Justice's Drug, Mental Health, and Problem Solving Court Initiative

Background: The nation's local jails are increasingly becoming the dumping grounds for the mentally ill. Of the 10 million people entering county jails each year, it is estimated that 24 percent are displaying a pattern of symptoms that are indicative of psychotic behavior. Most of these individuals have committed only minor infractions, more often the manifestation of their illness than the result of criminal intent.

The MIOTCRA program provides assistance to states and communities to create new programs or expand existing programs that can both reduce costs and help mentally ill offenders return to productive lives. State and local governments can use these grants for a broad range of activities, including establishing jail diversion programs, mental health courts, creating or expanding community-based treatment programs, or providing in jail treatment and transitional services. In addition, grant funds may be used to enhance training for criminal justice system and mental health system personnel who must know how to respond appropriately to this population.

In 2008, Congress reauthorized the MIOTCRA program for an additional five years at \$50 million annually; however, Congressional appropriators have never fully funded the program. Adding to the uncertainty about MIOTCRA program grant funding is the President's FY12 budget request proposes to consolidate the MIOTCRA program into Department of Justice's Drug, Mental Health, and Problem Solving Court Initiative. While this initiative has merit, this proposal change would not include many of the key elements of MIOTCRA and many of the law enforcement initiatives funded under the program will be lost.

Implementing a wide range of community-based services is infinitely more preferable to jail in terms of addressing the multiple issues facing this population. By keeping the mentally ill within the health and human services system, counties are better able to monitor their condition, provide treatment and dispense medication if needed; public safety is improved, long term state and local costs are reduced, and MIOTCRA assists in helping mentally ill offenders return to productive lives.

For further information, contact: Dalen Harris 202/942-4236 or dharris@naco.org
Donald Murray 202/942-4239 or dmurray@naco.org

February 2011

NATIONAL CRIMINAL JUSTICE COMMISSION ACT

Issue: Support for S. 306, the National Criminal Justice Commission Act of 2011.

NACo policy: NACo supports the National Criminal Justice Commission Act.

Action needed: Urge your congressional delegations to cosponsor and support S. 306, the National Criminal Justice Commission Act.

Background: On February 8, 2011, Senator Jim Webb (D-Va.) reintroduced the National Criminal Justice Commission Act of 2011 (S. 306). The legislation establishes a Commission which will undertake a comprehensive review of the criminal justice system, encompassing federal, state, local, and tribal criminal justice policies and practices, and make reform recommendations for the President, Congress, state, local, and tribal governments. The bill authorizes \$14 million over two years.

The bill was first introduced on March 26, 2009, and was approved by the Senate Judiciary Committee on January 21, 2010, with 39 bipartisan cosponsors. On July 28, 2010, it passed the U.S. House of Representatives, with the support of Rep. Bill Delahunt (D-Mass.) and Rep. Lamar Smith (R-Texas), now Chairman of the House Judiciary Committee. However, despite strong bipartisan support, the bill was blocked in the U.S. Senate last year.

The National Criminal Justice Commission Act of 2011 outlines the topic areas that the Commission will review and the areas for which recommendations will be made. The Commission will have eighteen months to prepare and submit a final report to Congress and the President.

The Commission will consist of eleven members, and they must have expertise in areas like law enforcement, social services, public health, criminal justice and other relevant areas. A state and local government perspective is one of the itemized expertise areas, and establishing the Commission will assist in improving the public safety, cost effectiveness, administration of the Nation's criminal justice system.

For further information, contact: Dalen Harris 202/942-4236 or dharris@naco.org
Donald Murray 202/942-4239 or dmurray@naco.org

February 2011

Federal Payment of Stormwater Fees

Issue: Federal payment of stormwater fees

NACo policy: NACo urges Congress, the federal government and its agencies to recognize their responsibility to pay fees for local stormwater management services provided to them.

Latest Action: On January 4, 2011, President Obama signed into law a bill requiring the federal government to pay their fair share of local stormwater management services. The National Association of Counties applauds both Congress and the President for championing this issue.

Background: Prior to the bill's enactment into law, in 15 states and in the District of Columbia, some federal installations such as post offices, other federal buildings and military bases refused to pay local stormwater fees, even though the stormwater program is a federal mandate.

The federal government claimed "sovereign immunity" over the charges, calling it a tax, rather than a fee, and thus, unconstitutional. This translated to millions of dollars of unpaid federal government stormwater bills for a multitude of local governments nationally.

The bill, S. 3481, (P.L. 111-378) was cosponsored by Senators Ben Cardin (Md.) and James Inhofe (Okla.) unanimously passed in both the Senate on December 21 and the House of Representatives on December 22. The bill makes it clear that the federal government is responsible to pay stormwater fees. It goes on to state that stormwater fees are "reasonable service charges," and not a tax. This is a win for counties.

The federal government mandates that local governments manage stormwater runoff and preserve surface water quality through the Clean Water Act, particularly through the National Pollutant Discharge Elimination System (NPDES) permitting process and the Total Maximum Daily Load (TMDL) program. In order to secure adequate funding to address these mandates, more than 400 stormwater utilities have been formed throughout the United States.

A stormwater utility is funded by user fees, with a rate structure designed so that all property owners, including those that are tax exempt, pay a fee based on the relative amount of stormwater runoff they put into a public storm drainage system. The amount is based on a calculation of the amount of impervious area on the property. Stormwater fees are essential to maintain and upgrade the infrastructure needed to meet federal mandates while reducing polluted stormwater runoff.

For further information, contact: Julie Ufner 202/942-4269 or jufner@naco.org
February 2011



Legislative Affairs | Fact Sheet

Payment In Lieu of Taxes (PILT) Funding

Issue: Compensation for counties with tax-exempt federal land within their boundaries.

NACo policy: NACo supports full funding of the PILT program, to the authorized levels of P.L.103-379 and beyond.

Action needed: Thank members of your Congressional delegation that supported the inclusion of full PILT funding in the Emergency Economic Stabilization Act of 2008 (PL 110-343). Explain that counties will receive full PILT payments through FY2012, and will require a public commitment from members of Congress to support long term funding at its full authorized levels for FY2013 and beyond.

Background: On October 3, 2008, President Bush signed the Emergency Economic Stabilization Act (PL 110-343) into law. Included in the legislation was a provision that provided full authorized funding for PILT for years FY2008 through FY2012. From 1995 to 2007, PILT remained an appropriated program, which was subsequently underfunded year after year. Passage of PL 110-343 represents the highest level of funding in the program's history. In FY2009, the Department of the Interior made \$381.6 million in PILT payments to over 1850 units of local government.

The PILT program was conceived in 1976 to offset costs incurred by counties for services provided to federal employees and families, and to the users of the public lands. These include education, solid waste disposal, law enforcement, search and rescue, health care, environmental compliance, fire fighting, parks and recreation and other important community services.

Annual PILT funding levels remained static for many years. For nearly two decades counties watched the value of their PILT receipts drop due to inflation. In 1995, NACo was successful in securing a new authorization for the program, (PL 103-397), which raised the ceiling for PILT payments from \$105 million to over \$300 million.

NACo will aggressively pursue measures to provide full funding beyond FY2012.

For further information, contact: Ryan R. Yates 202/942-4207 or ryates@naco.org
February 2011

Legislative Affairs | Fact Sheet

Community Development Block Grant Program and HOME Investment Partnerships Program

Issue: County support for Fiscal Year 2011 and FY 2012 Appropriations for the Community Development Block Grant Program (CDBG), and the HOME Investment Partnerships Program (HOME).

NACo policy: NACo supports freezing funding for CDBG and HOME programs at current FY 2011 (FY 2010) levels. NACo strongly supports the concept of federal block grant funding for community development activities. Counties commit CDBG funds to projects that are determined to meet local priorities in addressing development, housing, economic infrastructure and low-income needs. NACo also strongly supports the HOME Investment Partnerships Program. HOME allows county governments to design and implement affordable housing programs for low and moderate income persons. NACo supports the flexible funding uses of both CDBG and HOME funds.

Action needed: NACo urges Congress to support freezing funding for CDBG formula grants in the amount of \$3.9 billion. NACo urges Congress to provide \$1.825 billion in formula funding for the HOME program.

Background: The House passed HR 1, the Continuing Resolution (CR) for FY 2011 appropriations which decreases CDBG funding by 62%, reducing it to \$1.5 billion. The Senate is still working on their version of the CR. The Obama Administration's FY 2011 budget includes \$3.9 billion for CDBG and \$1.65 billion for the HOME program. The budget also includes additional funding to support federally-funded, locally based affordable housing, community and economic development programs. Funding for vital affordable housing and community development programs increased in FY010 and those increases need to be sustained in FY 2011, and FY 2012.

The CDBG program provides block grant funding for community development programs. The legislative objective of the Act is to develop viable urban communities, provide decent housing and suitable living environments, and expand economic opportunities for low and moderate income persons. The program provides funding to metropolitan cities and urban counties through a formula funding system. Entitlement communities receive seventy percent of CDBG funds, and states and small cities receive thirty percent. Specific monetary amounts are also set aside for special purpose grants for such purposes as providing technical assistance, developing work-study programs and revitalization of distressed areas. All CDBG activities must meet one of three national objectives: to principally benefit low and moderate income persons, aid in the prevention or elimination of slums or blight, or meet other urgent community needs.

The HOME program provides funding for state and local affordable housing programs. Sixty percent of HOME funds are allocated to counties and cities, and forty percent to states. Monies can be applied towards the acquisition, reconstruction, and moderate or substantial rehabilitation activities of housing. Participating jurisdictions can also use HOME funds for tenant-based rental assistance, and have flexibility to design policies and programs that address local affordable housing needs. Through HOME, states and participating local jurisdictions can also create partnerships within the private sector that promote affordable housing.

For further information, contact: Daria Daniel 202/942-4212 or ddaniel@naco.org
February 2011

NACo Supports Increasing Broadband Deployment and Adoption

Issue: NACo supports increasing broadband deployment and adoption of broadband applications to support county services and increase citizens' utilization of broadband.

NACo policy: NACo will work with Congress and the federal government to provide and support county services to the citizens through the deployment of robust broadband capabilities. NACo will also promote the utilization of broadband technologies by county citizens.

Action needed: Ask Senators and Members of Congress to support measures to increase broadband utilization and deployment through incentives to the private sector and public/private partnerships.

Background: The Internet has ceased being a novelty in the lives of Americans and has become a key driver of innovation, jobs creation, and general business. Dial-up Internet services have gone the way of the dinosaur because of their slow speeds and unwieldy interfaces. Broadband use has become much more like a "utility", such as electricity, water and sewer. As more and more public services shift to the Internet, broadband availability becomes even more important.

The health care system is developing newer technologies to use the strength of broadband networks and provide better care to more people through the delivery of telemedicine. Schools and universities are providing online classes and workshops using streaming media over broadband networks.

The future is now, and broadband deployment and utilization is a critical element of future success.

For further information contact: Jeff Arnold 202/942-4286 or jarnold@naco.org
February 2011



PROPOSED

2011 Interim Policy Resolutions

**Presented to the
National Association of Counties
Board of Directors sitting in as Resolutions
Committee**

**Washington, DC
March 7, 2011**

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1 **AGRICULTURE AND RURAL AFFAIRS PROPOSED EMERGENCY RESOLUTION**
2
3
4 **PROPOSED RESOLUTION OPPOSING CUTS TO USDA RURAL DEVELOPMENT PROGRAMS IN**
5 **FY 2011 AND FY 2012**

6 **Issue:** Proposed Cuts to USDA Rural Development Programs.

7
8 **Proposed Policy:** NACo strongly supports USDA Rural Development programs and urges Congress to
9 oppose proposed cuts to these programs in FY 2011 and FY 2012.

10
11 **Background:** USDA Rural Development funds a broad range of programs that are critical to rural
12 counties. These programs include funding for water/wastewater infrastructure, community facilities, broadband,
13 electric, telephone, housing, renewable energy and business development. USDA Rural Development programs
14 are increasingly critical to rural communities due to the current fiscal situation.

15
16 At a minimum, these programs must be maintained at level funding; especially grant funding in order for
17 rural communities to overcome impediments to economic development. The President's FY 2012 Budget for
18 USDA Rural Development programs provides \$2.4 billion in budget authority to support a program level of \$36
19 billion in loans, grants and other assistance. This represents a cut of over \$568 million or 19 percent in budget
20 authority from the FY 2010 enacted level. Funding levels for FY 2011 also face the prospect of even deeper cuts.
21 For example, the House of Representatives passed a Continuing Resolution for FY 2011 that will cut the Rural
22 Utilities Service and Rural Business-Cooperative Service by 24% below the President's FY 2011 proposal.

23
24 NACo calls on Congress to maintain USDA Rural Development program funding levels in both FY 2011
25 and FY 2012 at the FY 2010 enacted level of \$2.968 billion. This minimum level of funding is needed each year
26 to bolster critical economic development opportunities in rural counties. NACo also supports grant funding for
27 USDA rural water infrastructure and community facilities programs, which are especially critical to economic
28 development efforts in rural communities. NACo supports a funding level of \$474 million for Rural Water and
29 Waste Disposal Grants and opposes the Administration's proposal to cut this key program by \$59 million or 12
30 percent. NACo supports \$44 million in funding for Community Facility Grants and opposes the administration's
31 proposal to cut the grant program by 13 percent.

32 **Fiscal/Urban/Rural Impact:** USDA Rural Development programs are critical to the economic vitality
33 of many rural communities.

34
35 Adopted by Agriculture and Rural Affairs Steering Committee
36 Unanimous
37 March 6, 2011
38
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COMMUNITY AND ECONOMIC DEVELOPMENT STEERING COMMITTEE

PROPOSED RESOLUTION STRONGLY SUPPORTING A FREEZE ON CDBG FORMULA FUNDING AT \$3.948 BILLION FOR FY 2011 and FY 2012

Issue: Proposals have been advanced to reduce formula funding for the Community Development Block Grant program (CDBG) to the FY 2008 level of \$3.59 billion from the FY 2010 level of \$3.948. A proposal from the House Republican Study Group calls for the elimination of all funding for CDBG.

Proposed Policy: The National Association of Counties (NACo) hereby strongly urges Congress to freeze funding in FY 2011 and FY 2012 for the CDBG program at the FY 2010 level of \$3.948 billion.

Background: Now in its 36th year, CDBG is arguably the Federal Government's most successful domestic program. The CDBG program's success stems from its utility i.e. providing cities, counties and states with flexibility to address their unique affordable housing and neighborhood revitalization needs. Based on data that grantees have reported to the Department of Housing and Urban Development over the past six years, the CDBG Program has:

- Assisted 865,874 low- and moderate-income households through single-family and multifamily residential rehabilitation, homeownership assistance, energy efficient improvements and lead-based paint abatement;
- Created or retained 259,346 jobs for low- and moderate-income persons through a variety of economic development activities;
- Benefitted 22,998,047 low- and moderate-income households through such public improvements as development of senior centers, centers for the disabled and handicapped, health and child care centers and parks and recreation facilities;
- Benefitted 73,863,286 low- and moderate-income households through such public services as employment and training, youth services, crime awareness/prevention, fair housing activities, mental health services, and services for abused and neglected children.

This is an impressive track record that grantees have compiled in their wise stewardship of CDBG funds. The House-passed version of the Continuing Resolution H.R. 1 would reduce funding by approximately 60% to \$1.5 billion for FY 2011 and HOME by \$180 million to \$1.65 billion

Any reduction in CDBG funding would severely slow down or eliminate thousands of local and state projects and programs that are directly contributing to local and regional recovery. In this current economic climate the need to create and maintain jobs, as well as providing economic opportunities and services to the less fortunate, is overriding. Maintaining CDBG formula funding at its FY 2010 level of \$3.948 billion would go a long way toward maintaining the Nation's commitment to these and other households.

Fiscal/Urban/Rural Impact: Freezing CDBG formula finding is crucial to state and local governments that provide services to communities at the grassroots level.

Adopted by Community and Economic Development Steering Committee
Vote 23 to 4
March 6, 2011

RESOLUTION ON FY 2012 APPROPRIATIONS FOR THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Issue: Support for FY2012 Appropriations for the U.S. Department of Housing and Urban Development (HUD).

Proposed Policy: The National Association of Counties (NACo) urges Congress to support a freeze in FY 2012 funding for core programs of the Department of Housing and Urban Development at the FY 2010 levels. These include: \$3.948 billion in Community Development Block Grant (CDBG) formula funding; \$1.825 billion

in formula funding for the HOME Investment Partnerships Program (HOME); \$1.865 billion for Homeless Housing Assistance grants, plus an additional amount to fully fund expiring supportive housing and Shelter Plus Care rent subsidy contracts; full funding for existing Section 8 project-based and tenant-based contracts; and \$275 million in Section 108 Loan Guarantee authority; and \$150 million for Sustainable Communities Initiative grants.

Background: The President's FY2012 HUD budget proposes to reduce funding for the CDBG program from \$3.948 billion to \$3.648 billion (7.5%). It also proposes to reduce funding for the HOME program from \$1.825 billion to \$1.65 billion (9.6%). It proposes to eliminate funding for Brownfields Redevelopment Program, Rural Housing and Economic Development Program and Empowerment Zones. It would convert CDBG's Section 108 Loan Guarantee program to a fee based program and increase borrowing authority from the current \$275 million to \$500 million. It includes \$150 million for the Administration's Sustainable Communities Initiative and \$250 million for the Choice Neighborhood Initiative. The House-passed version of the FY 2011 congressional budget resolution (H.R. 1 – Continuing Resolution) contains approximately 60% cut in CDBG funding to \$1.5 billion and a reduction in HOME funding to \$1.65 billion. This version must be reconciled with a yet to be considered Senate version. The current FY 2011 Continuing Resolution expires March 4, 2011.

It is important for the federal government to sustain FY2010 funding levels for affordable housing and economic development programs in both FY 2011 and FY2012. Local governments have used CDBG funds for thousands of activities such as expanding homeownership opportunities; eliminating slum and blight; infrastructure improvements such as roads, water and sewer systems; services at libraries, community centers, adult day care and child after school care facilities; homeless housing assistance; employment training; transportation services; crime awareness; and business and job creation. HOME has an impressive track record, too, in expanding the supply of affordable ownership and rental housing. It is expected that the one million HOME-assisted affordable housing units will be completed in the Spring of 2011.

Congressional support of CDBG, HOME, Section 8 and homeless housing programs will sustain the programs' viability and improve local government flexibility in maintaining vibrant communities. The CDBG and HOME programs have been model federal block grants program for expanding affordable housing opportunities and undertaking neighborhood revitalization.

Fiscal/Urban/Rural Impact: Full funding of HUD's core programs is crucial to state and local governments that provide services to communities at the grassroots level.

Adopted by Community and Economic Development Steering Committee
Vote 19 to 8
Minority Report filed
March 6, 2011

PROPOSED RESOLUTION SUPPORTING RETENTION OF THE ADMINISTRATION'S FORECLOSURE AND NEIGHBORHOOD STABILIZATION PROGRAMS

Issue: Support federal programs that are intended to prevent and address the foreclosure crisis that has been proposed for elimination in Congress.

Proposed Policy: The National Association of Counties (NACo) urges Congress to support three foreclosure programs – Home Affordable Modification Program (HAMP), the FHA Refinancing Program and the Emergency Mortgage Relief Program and the Neighborhood Stabilization Program 3.

Background: The House Financial Services Committee has proposed legislation that would terminate three Administration programs that address foreclosure prevention—the Home Affordable Modification Program, which has helped 521,630 homeowners modify their subprime mortgages, the FHA Refinancing program and the Emergency Mortgages Relief program that provides funding for up to 12 months for homeowners facing foreclosure. It would also terminate the \$1 billion included in the Dodd-Frank Wall Street Reform and Consumer

Protection Act of 2010 that provided \$1 billion for the Neighborhood Stabilization Program 3. That program provides funding by formula to counties, cities, and states for acquisition, rehabilitation and disposition of abandoned and foreclosed homes to prevent and address blight. These programs are a critical part of a comprehensive approach to addressing the current housing crisis.

Fiscal/Urban/Rural Impact: Continued implementation of these programs is needed as part of a national effort to prevent or address foreclosure.

Adopted by the Community and Economic Development Steering Committee
Unanimously
March 6, 2011

ENVIRONMENT, ENERGY AND LAND USE STEERING COMMITTEE

PROPOSED RESOLUTION ON EXEMPTING RENEWABLE BIOMASS EMISSIONS FROM THE EPA'S TAILORING RULE

Issue: Renewable Biomass Emissions and the Greenhouse Gas Tailoring Rule.

Proposed Policy: NACo supports the permanent exemption of emissions from renewable biomass combustion from the Environmental Protection Agency's "Greenhouse Gas Tailoring Rule" and supports policy that recognizes the full carbon benefits of biomass combustion for energy consistent with established and well-supported science.

Background: During the summer of 2010, the Environmental Protection Agency released a Title V Greenhouse Gas Tailoring Rule that would essentially consider emissions from biomass combustion the same as emissions from fossil fuels.

Scientists and other experts have consistently labeled sustainable biomass energy as "carbon neutral" and "renewable" because forests that produce biomass energy recycle carbon from atmosphere when new trees grow. As the EPA continues the efforts on the Tailoring Rule, counties are concerned that they may reverse a long-standing policy of labeling renewable biomass energy as "carbon neutral" such that the new policy would wrongly treat renewable, carbon-neutral biomass like coal and other traditional fossil fuels. It is important that policy reflect the full benefits of biomass utilization for energy that is consistent with well-supported science.

In January 2011, the EPA decided to postpone rulemaking for 3 years so EPA can gather data and better reflect science on biomass emissions. While counties see the importance of postponing the rulemaking, we recognize that there is now prolonged uncertainty on how biomass emissions will be regulated. This uncertainty will likely deter developers and new investments from making long-term investments in the industry. Furthermore, the outcome of the rulemaking will have an impact on all aspects of the biomass industry (from biomass collection to energy production) which will impact economic growth and opportunity in counties throughout the country. The EPA must recognize the importance of the biomass industry and the critical role it plays in improving the environment, job creation, and allowing our country to reduce its dependence on fossil fuels.

Fiscal Urban/Rural Impact: The construction and operation of biomass plants will provide a means to address forest health. Over the long-term, thinning operations and reduction of combustible materials will reduce fire danger, lower firefighting costs, and help restore forests. New biomass facilities and an increase in biomass demand will boost both job creation and property tax revenues for counties. The size of the impact will depend upon the number and location of biomass facilities.

Adopted by Environment, Energy and Land Use Steering Committee
31-18

Public Lands Steering Committee

Unanimous

March 6, 2011

PROPOSED RESOLUTION ON EPA'S BOILER MACT RULE

Issue: EPA's upcoming Boiler MACT rule.

Proposed Policy: NACo urges Congress and the Administration to oppose EPA's final Boiler Maximum Achievable Control Technology (MACT) rule until accurate data is available and the feasibility of implementation concerns are addressed.

NACo further supports EPA's reconsideration process regarding the Boiler MACT rule provided that local government is involved in the reconsideration process.

Background: In June of 2010, the U.S. Environmental Protection Agency (EPA) published the Boiler Maximum Achievable Control Technology (MACT) rule in the Federal Register. At this time, the data available on boiler emissions was not sufficient to accurately depict the capabilities of today's emission controls on boilers. For example, data on biomass emissions was limited to the point that surrogate data (on carbon monoxide for example) was used to develop the rule. The EPA should use its ability under the Clean Air Act to subcategorize the different types of boilers.

The EPA should also consider the economic impacts of implementing the rule before making it final. Depending on the required annual cost of implementation, local economies will suffer due to businesses having to lay off employees or delaying important capital improvement projects because costs are too high.

The boiler rule as proposed will also have a significant impact on local governments that use boilers or process heaters to produce electricity or heat. It would affect boilers used in county buildings such as courthouses, jails, hospitals, clinics or other institutions that use natural gas, fuel oil, coal, or biomass. Non-county operations such as schools, churches, malls, apartment buildings, and businesses will be impacted.

Fiscal/Urban/Rural Impact: As proposed, the Clean Air Act Boiler MACT regulations impose billions of dollars in capital costs at facilities across the country. Furthermore, the onerous costs on U.S. manufacturers and small business owners will likely lead to the loss of thousands of manufacturing jobs and inhibit job creation in the biomass industry simply because the costs are too high. For counties across America this means a decrease in economic development in the biomass industry and the loss of jobs and tax revenue.

Adopted by Environment, Energy and Land Use Steering Committee

Unanimous

Adopted by Public Lands Steering Committee

37/5

March 6, 2011

PROPOSED RESOLUTION ON STORMWATER RUNOFF FROM LOGGING ROADS

Issue: A statutory exemption for stormwater runoff from logging roads.

Proposed Policy: NACo supports legislation that enacts into law the Silvicultural Rule.

Background: On August 17, 2010 the United States Court of Appeals for the Ninth Circuit held that a National Pollution Discharge Elimination System (NPDES) permit is required for stormwater runoff from logging roads.

The Clean Water Act (CWA) requires a National Pollution Discharge Elimination System (NPDES) permit for the discharge of any pollutant to any navigable water (AKA "water of the U.S.") from any point source. Since 1973, rules promulgated by the Environmental Protection Agency ("EPA") have distinguished between point source and non-point source pollution in the CWA. Non-point source pollution, which is not defined in the CWA, includes any source of water pollution not characterized as a point source discharge.

Included in the CWA rules is the so-called Silvicultural Rule found at 40 C.F.R. § 122.27(b)(1), which has remained substantially in its current form since 1976. The Silvicultural Rule specifically defines timber "harvesting operations, surface drainage, or road construction and maintenance from which there is natural runoff" to be "non point source silvicultural activities," and thus, excluded from NPDES permitting requirements.

The Ninth Circuit disagreed with the Silvicultural Rule, holding that stormwater runoff that is collected and channeled in a system of ditches and culverts before being discharged into streams and rivers constitutes a point source, and that EPA lacks authority to promulgate a rule to the contrary. The Ninth Circuit stated that Congress has a history of providing specific statutory exemptions for certain categories of discharges. The court went on to say that federal courts have invalidated EPA regulations that provided similar regulatory exemptions.

The Court's decision has potentially sweeping implications. If broadly read, this opinion would require NPDES permits for every road in the country that is served by ditches or culverts that eventually discharge to natural surface waters and that is not already regulated by the CWA.

The court's opinion also leaves many critical questions unanswered. Even if the opinion were limited to logging roads, what constitutes a logging road? Contrary to the court's assumptions of fact, many forest roads, including the roads at issue in this case, are not dedicated just to logging. They are used for a variety of purposes, both public and private, beyond just logging. If this is the case, who is responsible for obtaining these required permits? The court did not address whether the permit obligation rests with the owner of the roads or every entity that transports logs on the roads, or even those using the roads to access the forest for recreation. This proposed policy is consistent with current NACo policy that states that stormwater from all roads, gutters and ditches should not be considered a "water of the U.S." under the CWA.

Fiscal/Urban/Rural Impact: If rural county owned roads, such as logging or forest roads, require federal NPDES permits, this will be an unfunded mandate and preemption on county governments.

Adopted by Environment, Energy and Land Use Steering Committee

Adopted by Public Lands Steering Committee

Adopted by Transportation Steering Committee

Unanimous

March 6, 2011

PROPOSED RESOLUTION ON USFWS WIND SITING GUIDELINES UNDER THE BALD AND GOLDEN EAGLE ACT AND THE MIGRATORY BIRD TREATY ACT

Issue: U.S. Fish and Wildlife Service Wind Siting Guidelines and the Bald and Golden Eagle Act and the Migratory Bird Treaty Act.

Proposed Policy: NACo urges the U.S. Fish and Wildlife Service (USFWS) to reopen the public process and include local governments and consider mitigation and incidental take as they develop the Wind Siting Guidelines under the Bald and Golden Eagle Act and Migratory Bird Treaty Act.

Background: The U.S. Fish and Wildlife Service has proposed and continues to work on guidelines relating to siting wind projects and the requirements pertaining to project development under the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. These guidelines have received little input from stakeholders but will detrimentally impact wind power development across the country. This will limit local economic development and the availability of renewable wind energy. Currently USFWS policy requires:

1. No siting of wind projects within 6 miles of eagle nests;
2. Shutting down wind farms during eagle migratory periods;
3. Possible removal of wind turbines if eagle mortality is documented;
4. Open ended requirements for monitoring and undefined mitigation criteria; and
5. Open ended requirements for the wind industry to fund USFWS research projects.

These requirements are extremely costly and cannot be achieved by developers if they hope to remain viable. Wind power development has been beneficial to many counties across the country (particularly rural counties) by bringing in jobs, tax revenue, and alternative energy.

Counties and other stakeholders should be directly involved with the development of the U.S. Fish and Wildlife Service Wind Siting Guidelines and other guidance documents used to address mitigation and planning around eagles and other birds covered under the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Counties request that USFWS bring stakeholders to the table when developing policies around wind development so that economic impacts and alternate mitigation may be considered, particularly when the requirements include expensive studies, monitoring, and mitigation.

Fiscal/Urban/Rural Impact: Although it is not known what the full impact will be to counties, failure to include local government and other stakeholder input when developing the siting guidelines could result in a decrease in economic development, particularly in rural counties. Rural counties would lose revenues generated by wind projects as well as the jobs that are created. Urban counties would lose the benefit of the production and availability of clean, renewable energy.

Adopted by Environment, Energy and Land Use Steering Committee
Unanimous
March 6, 2001

PROPOSED RESOLUTION IN SUPPORT OF GULF COAST RECOVERY AND RESTORATION

Issue: Environmental and economic recovery from the 2010 Gulf Coast oil spill.

Proposed Policy: NACo supports short and long term plans for Gulf Coast recovery. NACo calls on the U.S. Congress to authorize a Gulf Coast Recovery Fund to ensure the environmental and economic recovery of the Gulf region. The recovery fund should be overseen by a Gulf Coast Recovery Council that includes strong local governmental representation. Gulf Coast recovery funds should go directly to local governments.

Background: The *Deepwater Horizon* oil spill (also referred to as the BP oil spill, the Gulf of Mexico oil spill or the BP oil disaster) is an oil spill in the Gulf of Mexico which flowed for three months in 2010. The impact of the spill still continues to impact counties and parishes even after the well was capped.

In September 2010, Secretary of the Navy Ray Mabus released a report entitled: *America's Gulf Coast: A Long-Term Recovery Plan After The Deepwater Horizon Oil Spill*, detailing ideal for a Gulf Coast recovery plan. The Mabus report outlines "a recommendation for establishment of a congressionally mandated governance structure to oversee and implement these and other sources of funding Congress may appropriate with the goal of a coordinated federal, state, and local long-term recovery strategy." Implementation of the Mabus report is a good first step toward addressing local government concerns in the wake of this disaster, as long as local governments are fully involved in the process.

Gulf Coast counties and parishes have been on the front lines of the *Deepwater Horizon* oil spill containment, cleanup and recovery effort and have advanced hundreds of millions of local taxpayer dollars to respond to the spill. They continue to provide enhanced social services to meet the needs of people affected by the spill and will play an essential role in leading the restoration and recovery of the Gulf Coast environment and economy. Furthermore, the federal government must recognize that counties and parishes have governmental authority and responsibility to their residents and communities, and are not to be treated as subordinate "stakeholders" in the recovery process.

To date, counties and parishes in the Gulf Coast region have been frustrated and disappointed by the federal government's approach to working with local governments in responding to the *Deepwater Horizon* oil spill. Most recently, President Obama established a Gulf Coast Ecosystem Restoration Task Force that has no local government representation. This has added to the counties' disappointment and furthers the view that the Obama administration does not fully understand or desire to honor the intergovernmental partnership between counties and the federal government. The NACo Gulf Counties and Parishes Oil Spill Task Force was formed in July of 2010 in response to the *Deepwater Horizon* oil Spill. It is comprised of a number of affected counties and parishes from Texas, Louisiana, Alabama, Mississippi and Florida.

Fiscal/Urban/Rural Impact: Benefits to affected counties if established.

Adopted by Environment, Energy and Land Use Steering Committee
Justice and Public Safety Steering Committee
Unanimous
March 6, 2011

PROPOSED RESOLUTION ON PESTICIDE USE

Issue: National permit program for pesticides.

Proposed Policy: NACo supports H.R. 872, the "Reducing Regulatory Burdens Act of 2011." NACo opposes extension of the EPA's jurisdiction regarding pesticide use in (and around) county streets, gutters, and ditches. Such expansion of authority preempts state and local government authority and creates unfunded mandates.

NACo supports using pesticides in accordance with the instructions on the label and supports strong penalties for those who misuse pesticides in FIFRA.

Background: In recent years, federal courts have ruled that aerial application of a pesticide over and into a "water of the U.S." requires a Clean Water Act (CWA) 402 permit, even when the pesticide use meets other requirements of federal law, including the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In 2009, the courts ruled that the U.S. Environmental Protection Agency (EPA) must move forward with regulating pesticides under the NPDES program. In June 2009, the EPA rolled out their draft permit program, which will be finalized by April 9, 2011.

NPDES pesticide permits would be required for all pesticide discharges near "waters of the U.S." As originally proposed, the pesticide regulations would have a huge impact on state and local government activities associated with public health, land use, forest and park management, flood control, transportation projects, air and water programs, invasive species control, and endangered species protection. The EPA also intended to include monitoring and reporting requirements for applications impacting a specific number of acres. The draft proposal would also allow citizen suits to move forward. This permit will have devastating effects on county programs, particularly mosquito abatement and noxious weed control efforts, creating huge unfunded mandates for both urban and rural counties.

While this is a federal program, 44 states would be required to implement their own program, based on the finalized regulations. Six states' pesticide program would be directly overseen by the EPA. The tight timeframe is concerning for a number of states who must pass the state regulations through their state legislatures. Since these states have yet to see the revised rules, they are at a loss on how to proceed until the rules become final. This is problematic since the state programs become "official" in April 2011, leaving the states (and localities) open for citizen suits. Also, the responsibility for changing the programs to comply with this process falls upon the unit of local government which manages the program. This can be a mosquito abatement district, a cooperative weed management area, or other such district, but is most commonly an extension of county government.

The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) is the principal law that authorizes EPA to regulate the manufacture, distribution, sale, and use of pesticides in the United States. Under FIFRA, the EPA is specifically authorized to: strengthen the registration process by shifting the burden of proof to the chemical manufacturer; enforce compliance against banned and unregistered products; and promulgate the regulatory framework missing from the original law. FIFRA has been extremely effective in regulating the use and sale of pesticides to protect human health and preserve the environment. More importantly, FIFRA does not fully preempt state or local law, allowing state and local governments to also regulate pesticide use. The proposed pesticides NPDES program will create unfunded mandates for local governments and preemptions of local authorities.

This proposed policy is consistent with existing NACo policy that states that local streets, gutters and human made ditches should not be considered "waters of the U.S."

Fiscal/Urban/Rural Impact: The fiscal impact could be enormous on counties as they struggle to implement the new pesticides rules, especially for rural counties that have few staff and limited budgets.

Adopted by Environment, Energy and Land Use Steering Committee
39-3

Adopted by Agriculture and Rural Affairs Steering Committee
Unanimous

March 6, 2011

PROPOSED RESOLUTION ON RESPONSIBLE MILITARY OVERWATER PRACTICES

Issue: Military sonar use in marine waters.

Proposed Policy: NACo supports focused dialogue and collaboration between counties and the U.S. Military to continue to improve practices and to mitigate impacts to marine mammals, fisheries, local economies, and natural resources.

Background: The military plays a critical role in our national security. However, certain over and on water military operations include deployment of sonar and detonation devices which are known to cause internal ear damage to marine mammals such as whales and pinnipeds. These animals are then disoriented and unable to properly navigate or feed, often beaching on shore. Due to the biological behavior of whales these animals remain together even in perilous conditions, resulting in devastating outcomes to entire pods. Effective measures to locate marine mammal populations before deployment of equipment should be required as well as retrieval of spent chemical and radiation laden materials where and when possible.

Many United States counties have military installations in their demographics which support maritime platforms. These bases are often a boon to local businesses and are an integrated part of their communities; however there are also impacts with regard to noise, accident potential zones, toxic clean-up and land and marine impacts that cause local citizens to approach county officials for assistance in working out collaborative agreements. It is in NACo's best interest to support counties by providing supportive language as guidance for intergovernmental land and water use policy. This resolution seeks to address maritime military training range complexes in relevant states.

Fiscal/Urban/Rural Impact: Fiscal impact to counties is negligible and may actually create a cost savings by providing policy language to guide intergovernmental agreements for environment and land use planning thereby preventing costly law suits. Maintaining healthy marine, shoreline and beach environments are economic fishing and tourism drivers.

Adopted by Environment, Energy and Land Use Steering Committee
Unanimous
March 6, 2011

PROPOSED RESOLUTION ON OCEAN ACIDIFICATION

Issue: Addressing rising carbon dioxide levels.

Proposed Policy: NACo supports federal funding for continued education and scientific study of ocean acidification.

Background: Ocean acidification is an alarming condition that threatens the health and balance of oceans globally. As carbon dioxide (CO₂) levels continue to increase, the resultant effect on calcium based organisms and oxygen producing plankton in the marine environment is to dissolve them, leaving the entire food chain in peril. The anticipated impacts to the fishing and tourism industries are catastrophic.

1 **Fiscal/Urban/Rural Impact:** For counties that depend on marine fishing and tourism related industry for
2 their economic base, ocean acidification has devastating financial impacts. Counties nationwide will be affected
3 by the obvious consequences of non-functioning oceans for both economic, environmental and public health
4 reasons.

5
6 Adopted by Environment, Energy and Land Use Steering Committee

7 34-7

8 March 6, 2011
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FINANCE AND INTERGOVERNMENTAL AFFAIRS STEERING COMMITTEE

PROPOSED RESOLUTION CALLING ON CONGRESS TO REPEAL EXPANDED 1099 REPORTING REQUIREMENTS

Issue: Form 1099 reporting requirements.

Proposed Policy: NACo supports the repeal of Section 9006 of Public Law 111-148 that expands IRS Form 1099 reporting requirements for counties.

Background: Section 9006 of Public Law 111-148, beginning January 1, 2012, expands the 1099 reporting requirements for counties on payments of \$600 or more to vendors for goods and certain services. County governments will need to file the report to the Internal Revenue Service as well as submit a copy to the vendor receiving the payment.

Fiscal/Urban/Rural Impact: Although at the national level, the economic recovery is slowly gaining ground, state and local governments will continue to be fiscally stressed in the near term. As such, county governments must still find ways to do more with less as many are still dealing with the impact of reduced staff sizes and decreased resources. Given these challenges, any new administrative burdens will only create undue strain at a critical, yet vulnerable, stage in the overall economic recovery.

Adopted by Finance and Intergovernmental Affairs Steering Committee
Unanimous
March 6, 2011

PROPOSED RESOLUTION CALLING ON CONGRESS TO REDUCE SPENDING IN THE FY 2013 FEDERAL BUDGET AND SIGNIFICANTLY PAY DOWN THE NATIONAL DEBT

Issue: Oppose further deficit spending by Congress; pay down the national debt.

Proposed Policy: NACo opposes Congressional deficit spending, earmarks, entitlements and other appropriations during FY 2013 that will exceed 1/3 of FY 2013 forecasted revenues. To avert a national fiscal calamity, NACo requests that, barring an immediate military or economic threat to national security, Congress reduce expenditures to work towards a balanced federal budget and make significant yearly strides in paying down the national debt until paid off.

Background:

1. Experts have recently reported to President Obama's Bi-Partisan Fiscal Commission that if current spending and revenue trends continue, the ratio of government debt to the gross domestic product will rise to 102 percent by 2015 from 93 percent this year, thus giving the United States a negative or upside debt to GDP ratio for the first time in the nation's history.
2. A 1 percent increase in GDP can create almost 1 million jobs, and that 1 percent is what experts think the country is losing because of the federal debt's massive drag on our economy.
3. The U.S. debt has grown rapidly with the economic downturn and government spending for the Wall Street bailout, the wars in Afghanistan and Iraq and the economic stimulus.
4. The total U.S. debt includes obligations to the Social Security retirement program and other government trust funds. The amount of debt held by investors, which include China and other countries as well as individuals and pension funds, will rise to an estimated \$9.1 trillion this year from \$7.5 trillion last year.
5. Unless serious changes occur, the U.S. debt will top \$13.6 trillion this year and climb to an estimated \$18.9 trillion by 2015, according to a Treasury Department report to Congress.

Fiscal/Urban/Rural Impact: Balancing the budget and paying down the national debt will reduce borrowing costs, free up bank credit and investment capital, improve U.S. treasury bill rates, stimulate job growth

and other economic activity, and thereby enhance tax bases and tax revenues for local government and avoid impending financial peril to our country the likes of which some European countries are currently experiencing.

Adopted by Finance and Intergovernmental Affairs Steering Committee
Vote 22/10

Defeated by Health Steering Committee
Vote 1/22

Defeated by Human Services and Education Steering Committee
Vote 5/15

Defeated by Justice and Public Safety
Unanimous

Tabled by Community and Economic Development Steering Committee
Vote 20/5

Tabled by Labor and Employment Steering Committee
Unanimous

March 6, 2011

PROPOSED RESOLUTION TO CONTROL THE RISING BUDGET DEFICIT

Issue: Proposed measures to reduce the federal deficit and their effects on counties

Proposed Policy: National Association of Counties asserts the following:

- Congress cannot solve the budget deficit by only cutting domestic, non-military discretionary programs.
- Federal assistance to state and local governments will help mitigate further layoffs.
- Federal investment in state and local infrastructure produces private sector jobs.
- Deficit reduction should not be accomplished by shifting costs to counties (e.g. cuts to Medicaid), imposing unfunded mandates, or pre-empting county programs or taxing authority.
- The National Association of Counties supports maintaining federal financial assistance for county programs at the 2010 fiscal year levels.

Background: As President Obama and the U. S. Congress evaluate alternatives to control the Federal Government's rising deficit, counties are concerned that too much emphasis will be placed on reductions to domestic, discretionary spending programs that will affect the American people. When a recession occurs or the economy falters and there is high unemployment, services at the county level are needed most. Historically, there is a greater need for social services, health care, counseling, job training and local economic development during times like we are facing now. Domestic, discretionary programs are critical to the ability of counties to carry out their responsibilities as service providers for both the federal and state governments.

The current economic climate has translated into diminished revenue streams at the local level. Over the past three years, counties have seen revenue collections drastically diminish. Local governments across the nation are facing a perfect storm through a combination of decreased local tax revenues (primarily property and sales) and major reductions in state financial assistance, while at the same time facing an increased demand for social and health services. As a result, counties of all sizes and in all parts of the nation have been forced to institute significant layoffs, furloughs and service reductions. We anticipate that this climate will continue through at least 2014, and perhaps beyond.

While we are not calling for additional increases in assistance like the 2009 stimulus plan, we are asking the Administration and the Congress to consider the following points as they deal with the difficult issue of deficit reduction:

- **YOU CAN NOT SOLVE THE BUDGET DEFICIT BY ONLY CUTTING DOMESTIC, NON-MILITARY DISCRETIONARY PROGRAMS.** The current national debt is over \$14 trillion. Non-Military, discretionary programs are only 12 percent, or approximately \$430 billion, of the annual federal budget of \$3.6 trillion. These cuts will not put a significant dent in the deficit. So, why decimate important domestic programs carried out by state and local government that serve our national goals and our common residents?
- **FEDERAL ASSISTANCE TO STATE AND LOCAL GOVERNMENTS WILL HELP MITIGATE FURTHER LAYOFFS.** According to the Congressional Budget Office, the \$800 billion stimulus plan passed in early 2009 provided a boost to the economy that preserved at least 1.4 million jobs. Even with this assistance, state and local governments still had to shed more than 200,000 jobs in 2010. It would have been even worse without the stimulus package. With the stimulus funds running out in 2011, more layoffs are probable this year. With further major cuts in domestic programs, even more reductions are likely, adding to the already high 9.4% unemployment rate.
- **FEDERAL INVESTMENT IN STATE AND LOCAL INFRASTRUCTURE PRODUCES PRIVATE SECTOR JOBS.** Investment by the Federal Government in county programs such as transportation, water and sewer projects, energy efficiency, rural development, CDBG, PILT, SRS and others produce both public and private sector jobs, has a multiplier effect, and promotes local economic development.

Deteriorating infrastructure is a hindrance to economic expansion, while infrastructure investments unlock untapped potential in our economy leading to higher GDP and increased tax revenues. Counties are responsible for a substantial portion of America's infrastructure – 45% of the nation's bridges, 44% of the roads and highways, one-third of the airports and transit systems, and much of our water and sewer system. We can, therefore, vastly contribute to the creation of jobs and economic recovery.

- **DEFICIT REDUCTION SHOULD NOT BE ACCOMPLISHED BY SHIFTING COSTS TO COUNTIES, IMPOSING UNFUNDED MANDATES, OR PRE-EMPTING COUNTY PROGRAMS OR TAXING AUTHORITY.** Cost shifting to, or imposing underfunded or unfunded mandates on, state and local government will only exacerbate the current fiscal strain and delay efforts toward economic recovery.

County governments are partners with the states and the federal government in providing important programs and services to the American people. We are working hard, making significant cuts, instituting reforms, and being creative in facing the worst fiscal crisis since the Great Depression. Counties will participate in addressing the challenges our nation is facing and expect the federal government and Congress to do the same without drastically hurting the people we all serve.

Fiscal/Urban/Rural Impacts: Significant for all counties by potential loss of programmatic financial assistance from the federal government.

Adopted by Finance and Intergovernmental Affairs Steering Committee

Adopted by Agriculture and Rural Affairs Steering Committee

Adopted by Health Steering Committee

Adopted by Human Services and Education Steering Committee

Adopted by Justice and Public Safety Steering Committee

Adopted by Labor and Employment Steering Committee

Unanimous

Adopted by Community and Economic Development Steering Committee

Vote 19/2

Adopted by Transportation Steering Committee

Vote 26/13

March 6, 2011

HEALTH STEERING COMMITTEE

PROPOSED RESOLUTION IN SUPPORT OF CHARITY CARE REQUIREMENTS FOR NON-PROFIT HEALTH CARE FACILITIES

Issue: Charity care requirements for non-profit and tax-exempt health care facilities.

Proposed Policy: NACo supports imposing charity care requirements on non-profit and tax-exempt health care facilities, including standards that measure facilities' access to and utilization of tax-exempt capital, to objectively determine the amount of actual health care providers tender to those in need against the value of tax exemptions that the facilities receive.

Background: County governments across the United States of America are the health care providers of last resort for the most vulnerable indigent and uninsured residents in our neighborhoods and communities. NACo, in efforts to ensure less cost shifting to county governments, supports federal policies, such as adequate Medicaid funding, to assist in providing health care coverage to such residents and reimbursing county health providers for treatment rendered to our nation's most critical populations. Stable and adequate Medicaid funding, in tandem with how other providers assist in caring for uninsured individuals, directly affects county budgets, local taxpayers who fund government operations and those who rely on public and non-profit providers for their health care needs. The United States Congress and many states and counties have considered or addressed issues related to charity care and tax exemptions, seeking to establish fair but objective benchmarks against which hospitals would be measured to determine the granting or renewing of tax exemptions for providing actual charity health care to those in need. Without objective standards to determine the amount of actual charity health care non-profit and tax-exempt health care facilities provide to members of their neighborhoods and communities, county governments cannot accurately access the performance of health care facilities receiving tax exemptions funded by county government taxpayers. The following issues should be considered in crafting appropriate charity care standards: definitions of "charity care" for the purposes of tax exemption qualification and eligibility; guidelines for counties to consider when determining whether a tax exemption applied for by a non-profit hospital should be granted, rejected, renewed or denied; the current and unique fiscal situations confronting states and units of local government today when making recommendations on the appropriate percentage, level or standard of charity care to qualify for tax exemptions.

Fiscal/Urban/Rural Impact: Requiring charity care in proportion to tax exemption will significantly decrease the burden of uncompensated care at county hospitals, both urban and rural.

Adopted by Health Steering Committee
Unanimous
March 6, 2011

PROPOSED RESOLUTION IN SUPPORT OF THE HEALTHY FOOD FINANCING INITIATIVE

Issue: Access to Healthy Foods.

Proposed policy: NACo supports the Healthy Food Financing Initiative (HFFI) and urges Congress and the Administration to authorize and provide adequate resources to implement the initiative in partnership with counties and local jurisdictions.

Background: Roughly 23 million Americans in underserved and low-income communities lack healthy food options and instead frequent fast food and convenience stores selling high-fat and high-sugar processed foods. Underserved and low-income communities lack economic development opportunities and benefits associated with local grocery stores, including the creation of quality jobs and complimentary retail stores and services. Americans in underserved and low income communities have significantly higher rates of obesity, increasing the chances that they will develop serious health problems including type 2 diabetes, heart disease or other chronic health issues. Childhood obesity is a major crisis in many of these communities, affecting over 30 percent of children ages 10-17.

President Obama launched the Healthy Food Financing Initiative (HFFI) in February 2010 in order to tackle this healthy food access challenge. The President's FY 2011 budget included \$345 million dollars for HFFI from three agencies – USDA, Treasury, and HHS. These funds would provide loan and grant financing to attract grocery stores and other fresh food retail to underserved urban, suburban, and rural areas; and renovate and expand existing stores so they can provide the healthy foods that communities want and need.

HFFI would attract investment in underserved communities by providing critical loan and grant financing. These one time resources would help fresh food retailers overcome the higher initial barriers to entry into underserved, low-income rural, suburban, and urban areas. It would also support renovation and expansion of existing stores so they can provide the healthy foods that communities want and need.

The Administration's efforts to fund and implement HFFI have been slowed and curtailed due to lack of congressional appropriations and authorizing language. On November 30, 2010, a bipartisan coalition in the House and Senate introduced Healthy Food Financing Initiative bills designed to overcome these hurdles. These bills were introduced with bipartisan support by Sen. Kirsten Gillibrand (D-NY) and Rep. Allyson Schwartz (D-PA) (S 3986/HR 6462). The bills are likely to be reintroduced in the new Congress and seek to dramatically reduce the number of low-income Americans living in "food deserts." Based off a highly successful model in Pennsylvania, the \$500 million Healthy Food Financing Initiative would authorize USDA to administer a mix of federal loans and grants to provide one-time start-up assistance for supermarkets, corner stores, co-ops, and farmers' markets in underserved low-income areas. If passed, the initiative is projected to create or preserve 44,500 long-term jobs and 50,000 construction jobs - all while helping millions of Americans eat healthier.

The Healthy Food Financing Initiative is a viable, effective, economically sustainable solution to the problem of limited access to healthy foods, and can reduce health disparities, improve the health of families and children, create jobs and stimulate local economic development in low-income and underserved communities.

Fiscal/Urban/Rural Impacts: The proposed initiative supports growth and job creation in underserved rural, suburban and urban counties.

Adopted by Health Steering Committee
Unanimous
March 6, 2011

PROPOSED RESOLUTION IN SUPPORT OF PROVISIONS OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT THAT HELP COUNTY SAFETY NET AND BEHAVIORAL HEALTH PROGRAMS

Issue: Essential need to implement key features of the Patient Protection and Affordable Care Act of 2010 (PPACA).

Proposed Policy: The National Association of Counties supports full funding for, and implementation of, the provisions of PPACA that support the ability of counties to meet the service needs of low income and disabled populations. Specifically, NACo supports the extension of affordable health coverage and benefits – including expanding Medicaid – to uninsured and underinsured residents who rely on county health care delivery systems; the coordination of services to ensure that everyone has a medical/health home for efficient, accessible and cost-effective care; the enhancement of access to preventive care and health promotion, for underserved populations; and the promotion of the use of peer supports and counselors, together with effective care coordination that spans health and social support services.

Background: Key features of the PPACA are fully compatible with and supportive of the operations of county safety net agencies including local behavioral health and developmental disability authorities, and promote the coordination and integration of behavioral health and primary care, with the goal of demonstrating the best care and recovery of consumers served by these systems; they support the expansion of the Medicaid program in a manner that does not place a financial burden on state, county and local authorities; they promote care

1 coordination across Federal programs that serve persons with disabilities; and they extend mental health and
2 substance use care parity legislation to all private and public health plans.

4 **Fiscal/Urban/Rural Impact:** In the short term, these policies will require additional federal resources.
5 However, over the longer run, this investment will pay off in better health outcomes for low income populations
6 and a greater contribution of persons with disabilities to the economic recovery and productivity of the United
7 States. Although the impact of these policies will be great in urban areas, we expect them to be even greater in
8 rural areas, where such services are currently very sparse.

9
10 Adopted by Health Steering Committee

11 Vote 23/1

12 March 6, 2011
13
14

HUMAN SERVICES AND EDUCATION STEERING COMMITTEE

PROPOSED RESOLUTION ON THE COMMUNITY SERVICES BLOCK GRANT

Issue: The Community Services Block Grant (CSBG) has been targeted for serious cuts and program changes.

Proposed policy: NACo supports full funding for CSBG as well as the program's formula grant structure.

Background: The Community Services Block Grant (CSBG), which was funded at \$700 million in FY 2010, is being cut by approximately 50 percent in the House Continuing Resolution for FY 2011 (H.R. 1) as well as the President's proposed FY 2012 budget. Additionally, the President's budget includes language that would "introduce competitiveness" into CSBG. While the proposed budget doesn't provide further details, this language is being interpreted as a proposal to change CSBG to a totally competitive grant process.

CSBG operates in 90 percent of the nation's counties through a network of more than 1,100 eligible public or private entities, many of which are community action agencies (CAAs). CSBG grants go to the states, but they are mandated to pass through 95 percent of the funds to the eligible entities. Many of these anti-poverty agencies also serve as the local Head Start agency and the local energy assistance agency. After Hurricane Katrina, many CSBG agencies played a key role in helping individuals who were displaced. CSBG agency boards are composed of local elected officials and community representatives.

Turning CSBG into competitive grants would disadvantage smaller communities that don't have the wherewithal to hire grant writers. It should be noted that CSBG already has a competitive component. States are allowed to use a percentage of their allocation for discretionary grants.

Fiscal/Urban/Rural Impact: Would preserve county funds

Adopted by Human Services and Education Steering Committee
Unanimously
March 6, 2011

JUSTICE AND PUBLIC SAFETY STEERING COMMITTEE

PROPOSED RESOLUTION IN SUPPORT OF STRENGTHENED FEMA OUTREACH AND TECHNICAL ASSISTANCE FOR FLOOD HAZARD MAPPING

Issue: Flood Hazard Mapping and Strengthening FEMA's outreach and technical assistance with counties.

Proposed Policy: NACo urges the U.S. Congress to fully support a transparent and fiscally reasonable process by which counties and residents can revise and amend FEMA's Digital Flood Insurance Rate Maps. Additionally, NACo urges the federal government to enhance flood hazard mapping outreach and technical assistance in local communities.

Background: In 2009, in an effort to modernize maps, the Federal Emergency Management Agency (FEMA) issued an updated Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) with major changes from the previous versions. The 2009 FIRMs significantly expand the Special Flood Hazard Areas (SFHAs) delineated within many counties, especially coastal counties. These changes will affect future land use and development on a number of private and public properties, and require affected property owners with home loans from federal lending institutions to purchase flood insurance.

FEMA has begun to work on further revisions to the 2009 Flood Maps. FEMA expects that the revised flood maps will be completed and become effective sometime in 2012 or 2013. The revisions will incorporate updated topographical data and hydraulic and hydrologic modeling. In this regard, FEMA anticipates that its new coastal hydrodynamic model of coastal areas such as the San Francisco Bay will account for tidal action, wave run up, and storm surge; and may ultimately raise the 100-year water levels by up to two feet. If so, this will further expand the limits of Special Flood Hazard Areas in the affected counties.

FEMA has published notices of new maps in the Federal Register and local newspapers in many instances. However, many counties have indicated that FEMA has not engaged directly with communities in a public process. As a result, direct community outreach and response to residents' questions has been left to the local jurisdictions. This has especially been hard for the affected communities, since the local officials do not necessarily have all the answers to questions on FEMA's approach, analysis, and study assumptions in creating the map updates.

Fiscal/Urban/Rural Impact: There will be minimal federal costs associated with the adoption of this policy. The potential savings for county residents as a result of the commission's work is expected to be substantial.

Adopted by Justice and Public Safety Steering Committee
Unanimously
March 6, 2011

PROPOSED RESOLUTION IN SUPPORT OF LEVEES AND FLOOD CONTROL STRUCTURES

Issue: Addressing Treatment of Existing Levees and Flood Control Structures in FEMA Flood Insurance Studies producing new Flood Insurance Rate Maps (FIRMS).

Proposed Policy: The National Association of Counties supports H.R. 764 and similar bills that ensure fair treatment of existing levees and flood control structures under the national flood insurance program.

Background: The Fair Treatment of Existing Levees Act of 2011, H.R. 764, was introduced on February 17, 2011 and declares that FEMA may not use the assumption that an existing levee or flood structure does not exist to designate an area as having new flood hazards pursuant to issuance, revision, updating or any other purpose to implement changes in flood insurance maps. An exception will be granted in cases where no affected community notifies FEMA of objections to the Administrator's hazard modeling processes within 90 days of enactment of this act.

On February 3 and February 18, 27 US Senators and 49 Members of Congress respectively, signed letters to the Honorable W. Craig Fugate, Administrator of the US Federal Emergency Management Agency (FEMA) addressing this very issue.

FEMAs current "without levees" modeling policy assumes that a levee or flood control structure that exist in reality, is completely removed, without analysis, before proceeding with their modeling process. This policy results in reduced precision of flood maps, and necessarily the overstatement of the risk of flooding in some areas and understating the risk of flooding in other areas further eroding public confidence in the mapping process.

Fiscal/Urban/Rural Impact: Letters sent to Administrator Fugate state "in cases where FEMA treats a flood control structure as if it has been completely wiped off the map, we may be unnecessarily devaluing property and hurting the economies of cities, towns, counties and businesses."... "When American jobs are at risk, FEMA should use the methods readily available to it rather than settle for an all-or-nothing approach, thus shifting the financial burden from the federal government to local governments and their citizens." It is understood that levees and flood control structures, both riverine and coastal are vital infrastructure to virtually all of the U.S.

Adopted by Justice and Public Safety Steering Committee
Unanimously
March 6, 2011

PROPOSED RESOLUTION IN SUPPORT FOR THE NATIONAL INITIATIVE ON CYBER EDUCATION (NICE)

Issue: Support of the National Initiative on Cyber Education (NICE)

Proposed Policy: NACo supports the National Initiative on Cyber Education.

Background: Cybersecurity has been identified as one of the most serious economic and national security challenges in the nation. Established by the Federal Government, the National Initiative for Cybersecurity Education (NICE) is seeking to address this challenge head on with a strategy to build a cyber savvy nation through training and awareness. NICE has evolved from President Obama's *Comprehensive National Cybersecurity Initiative*, and extends its scope beyond the federal workplace to include civilians and students in kindergarten through post-graduate school. One of the goals of NICE is to establish an operational, sustainable and continually improving cybersecurity education program for the nation to use sound cyber practices that will enhance the nation's security.

The National Institute of Standards and Technology (NIST) is leading the NICE initiative to ensure coordination, cooperation, focus, public engagement, technology transfer and sustainability. Additionally, the initiative is represented by the following four tracks:

Track 1: National Cybersecurity Awareness Lead: Department of Homeland Security (DHS) ;

Track 2: Formal Cybersecurity Education Co-Lead Department of Education (DoED) and Office of Science and Technology Policy (OSTP);

Track 3: Federal Cybersecurity Workforce Structure Lead: Office of Personnel Management (OPM); and

Track 4: Cybersecurity Workforce Training and Professional Development Tri-Leads: Department of Defense (DoD), Office of the Director of National Intelligence (ODNI), Department of Homeland Security (DHS).

Through collaborative partnerships between federal, state and local governments, industry, academia, non-government organizations and the general public, NICE hopes to educate raise and public awareness about cybersecurity so our nation is resilient to cyber incidents and cyber threats.

1 **Fiscal/Urban/Rural Impact:** Urban and rural residents will benefit equally by increased awareness and
2 education. Private partners and grants will supplement in-kind community member participation.

4 Adopted by Justice and Public Safety Steering Committee

5 Unanimously

6 March 6, 2011

LABOR AND EMPLOYMENT STEERING COMMITTEE

PROPOSED RESOLUTION SUPPORTING GOALS OF NACo'S VETERANS AND MILITARY SERVICE TASK FORCE WITH RESPECT TO JOB TRAINING AND ACCESS TO EMPLOYMENT SERVICES

Issue: Veterans access to job training and employment services.

Proposed Policy: NACo supports the goals of the NACo Veterans and Military Service Task Force (VMSTF) to develop county best practices and policies that serve to promote job training and employment services to veterans and military service members.

Background: NACo has convened a Veterans and Military Service Task Force (VMSTF) to engage and highlight county best practices and policies to promote innovative programs, services and benefits for our nation's military, veterans and their families. Among the key objectives is to highlight best practices and policies in employment services and access to employment.

The goal of the NACo Veterans and Military Service Task Force (VMSTF) is to engage NACo and its members to develop and highlight county best practices and policies to promote innovative programs, services and benefits for our nation's military, veterans and their families. Program integration will include coordination with veterans' service organizations and appropriate federal and state government agencies to highlight key NACo objectives, including the County Government Works campaign.

In order to include veterans and military service issues in health and human service planning, delivery, coordination and outreach, the Task Force will focus primarily on best practices and policies in four subject areas:

1. Physical and mental health, substance abuse, suicide prevention;
2. Housing and homelessness;
3. Employment services and access to employment; and
4. Justice including law enforcement, courts and probation.

The U.S. Department of Labor, Veterans' Employment and Training Service (VETS) offers employment and training services to eligible veterans.

Fiscal/Urban/Rural Impact: Increasing access to job training and employment services for veterans and military service members.

Adopted by Labor and Employment Steering Committee

Adopted by Human Services and Education Steering Committee

Adopted by Justice and Public Safety Steering Committee

Unanimously

March 6, 2011

PUBLIC LANDS STEERING COMMITTEE

PROPOSED RESOLUTION IN SUPPORT OF CHANGING FOREST SERVICE EMPLOYEE SUPERVISION

Issue: Chain of command for Forest Service Law Enforcement Personnel

Proposed Policy: NACo supports a change in Forest Service personnel organization to place law enforcement officers under the direction of Forest Supervisors.

Background: Several decades ago, there was reported abuse of Forest Service procedures, allegedly involving Service line officers. As a response, and at the urging of, among others, the Forest Service Employees for Environmental Ethics, the law enforcement branch of the Service was "stovepiped", meaning that these officers no longer were supervised by local or regional authority, but answered instead directly to the Washington Office. As a result, there can be little to no interaction between enforcement officers and the local supervisors and line officers.

As timber harvest has dramatically declined, there is no longer a reason to isolate these enforcement officers from the chain of command. In fact, the loss of interaction has resulted in adverse public relations between the Forest Service and forest communities. When new personnel are transferred into areas without an understanding of the area's culture and the agency's interdependence upon the community, all too often the result is public conflict.

If there is direct supervision and accountability to local Forest Service officials, there is a much greater opportunity for such conflicts to be resolved before it becomes a community issue. A positive influence on public relations for the agency would be of great benefit for all parties involved.

Fiscal/Urban/Rural Impact: No fiscal impact, with a positive impact on rural communities' relationship with the Forest Service.

Adopted by Public Lands Steering Committee

Unanimous

March 6, 2011

PROPOSED RESOLUTION TO RESCIND DEPARTMENT OF INTERIOR SECRETARIAL ORDER 3310

Issue: Rescind DOI Secretarial Order 3310.

Proposed Policy: The National Association of Counties strongly urges that Secretary Salazar immediately rescind Order 3310 that calls for the Bureau of Land Management (BLM) to inventory "Wild Lands" and manage them for wilderness without Congressional approval. NACo urges Congress to enact legislation stating unequivocally that Congressional approval is required prior to any special designation of federally managed public lands.

Background: Secretary Salazar Issued Order 3310 overturning the established policy on new wilderness inventories on public land, eliminating public process and violating the intent of the Federal Land Policy and Management Act (FLPMA), as only Congress has the authority to designate lands as Wilderness. Secretarial Order 3310 directs the Bureau of Land Management to begin to inventory, designate, and manage Federal lands as Wilderness, independent of the United States Congress. It undermines the established public process for land use planning and expressly violates the intent of the Federal Land Policy and Management Act, as only Congress has the authority to designate lands as Wilderness.

Counties should be fully involved as affected partners in any process to designate wilderness. Congress and Federal agencies should coordinate with affected counties when considering special land use designations that

impact the use and status of public lands. NACo strongly opposes the actions by the Interior Department and maintains our members' position opposing Federal land management agency actions that limit access and multiple use of lands that otherwise would be available to the public (i.e. Wilderness Study Areas, "Wild Lands," or any other de facto wilderness designation).

In the Norton vs Utah settlement, BLM and Utah acknowledged that "management of Post-603 lands to preserve their alleged wilderness character is inconsistent with FLPMA's Section 603 limited delegation of authority," (par. 17 at p. 8) and that BLM "will not establish, manage, or otherwise treat public lands, other than Section 603 WSAs and Congressionally designated wilderness, as WSAs or as wilderness pursuant to the Section 202 process absent congressional authorization." (par. 5 at p. 12)

Fiscal/Urban/Rural Impact: The active management of America's Public lands to accommodate beneficial multiple uses is essential to the public health, safety and economic vitality of communities across the United States. Public lands that receive special designations are removed from multiple use and prohibit activities vital to the nation, including mineral exploration and harvesting, ranching, agriculture, energy generation from renewable resources, military training, and most types of recreational activities. Revenues generated from public land support critical state and local government services and loss of such revenues would further cripple the economies of local communities and place unnecessary new burdens on State and local government and school budgets.

Adopted by Public Lands Steering Committee

32/10

Adopted by Environment, Energy and Land Use Steering Committee

38/9

March 6, 2011

TELECOMMUNICATIONS AND TECHNOLOGY STEERING COMMITTEE

PROPOSED RESOLUTION IN SUPPORT OF THE WHITE HOUSE WIRELESS INNOVATION AND INFRASTRUCTURE INITIATIVE

Issue: Support of the White House wireless innovation and infrastructure initiative.

Proposed policy: NACo supports the goals of the Administration's Wireless Innovation and Infrastructure Initiative.

Background: In his State of the Union address, President Obama set the goal of enabling businesses to provide high-speed wireless services to at least 98 percent of all Americans within five years. The rollout of the next generation of high-speed wireless—the “4G” technology now being deployed in the United States by leading carriers—promises considerable benefits to our economy and society. More than 10 times faster than current high speed wireless services, this technology promises to benefit all Americans, bolster public safety, and spur innovation in wireless services, equipment, and applications. By catalyzing private investment and innovation and reducing the deficit by \$9.6 billion, this initiative will help the United States win the future and compete in the 21st century economy.

- **Nearly Double Wireless Spectrum Available for Mobile Broadband:** The President has set the goal of freeing up 500 MHz of spectrum for everything from smartphones to wireless broadband connectivity for laptops to new forms of machine-to-machine communication within a decade. Critical to realizing this goal are “voluntary incentive auctions” and more efficient use of government spectrum, estimated to raise \$27.8 billion over the next decade.
- **Provide At Least 98 percent of Americans with Access to 4G High-Speed Wireless:** Private investments are extending 4G to most of the Nation. Rural communities are important to all of America and the jobs and infrastructure investment in advanced telecommunications networks for rural areas can't be forgotten as they transition the Universal Service funding mechanisms. The President's initiative would support a one-time investment of \$5 billion and reform of the “Universal Service Fund” to ensure millions more Americans will be able to use this technology.
- **Catalyze Innovation Through a Wireless Innovation (WIN):** To spur innovation, \$3 billion of the spectrum proceeds will go to research and development of emerging wireless technologies and applications.
- **Develop and Deploy a Nationwide, Interoperable Wireless Network for Public Safety:** The President's Budget calls for a \$10.7 billion commitment to support the development and deployment of a nationwide wireless broadband network to afford public safety agencies with far greater levels of effectiveness and interoperability. An important element of this plan is the reallocation of the D Block for public safety and \$500 million within the WIN Fund.
- **Cut the Deficit By \$9.6 Billion over the next decade:** Nearly \$10 billion of spectrum auction revenue will be devoted to deficit reduction.

Fiscal/Urban/Rural Impacts: Substantial opportunities for counties to improve economic development and spur job creation.

Adopted by Telecommunications and Technology Steering Committee
Adopted by Justice and Public Safety Steering Committee
Unanimous
March 6, 2011

TRANSPORTATION STEERING COMMITTEE

PROPOSED RESOLUTION ON ELIGIBILITY FOR FUNDING THROUGH THE FEDERAL LANDS HIGHWAY PROGRAM

Issue: Eligibility for road improvement funding.

Proposed Policy: Congress should amend the Federal Lands Highway Program to make it available to fund improvements to any road that accesses or passes through federally managed forest lands, specifically including lands managed by the U.S Forest Service and the Bureau of Land Management.

Background: The purpose of the Federal Lands Highway Program is to provide safe and adequate transportation access to and through the National Forest System (NFS) lands for visitors, recreationists, resource users and others, which is not met by other transportation programs. Forest Highways assist in rural and community development, economic development and promotion of tourism and travel. Reconstruction, rehabilitation, safety and ad preservation projects on roads serving the National Forest System are all eligible under the program.

Oregon's counties have accessed millions of dollars in federal funds through grant projects that are solicited by the State Department of Transportation.

However, in addition to National Forest lands, Oregon is home to over 2 million acres of land under the Department of Interior's Bureau of Land Management. Due to the language authorizing this program in SAFETEA-LU, roads that access and pass through these federal forests are ineligible for assistance under the Forest Highway Program.

In Lane County, McGowan Creek Road, milepost 2.5 has been the site of one vehicle crash that resulted in a fatality and several other serious injury wrecks. This road is under the management and maintenance of the Bureau of Land Management. In jointly seeking to apply for funding to fix this particular risk, Lane County and the BLM discovered they were in-eligible to apply for funding through the Federal Lands Highway Program.

Fiscal/Urban/Rural Impact: If this change were to occur, it could provide funding to address hazardous road issues on roads that access or pass through lands managed by the Bureau of Land Management in addition to roads which access or are managed by the National Forest Service.

Adopted by Transportation Steering Committee

Unanimous

March 6, 2011





Opening Doors

Federal Strategic Plan to Prevent and End Homelessness :: 2010

Implementation Update

Background

On June 22, 2010, the United States Interagency Council on Homelessness (USICH) unveiled the nation's first-ever comprehensive federal strategic plan to prevent and end homelessness. *Opening Doors: The Federal Strategic Plan to Prevent and End Homelessness* serves as a roadmap for joint action by the 19 USICH member agencies. The Plan is focused on four key goals:

- Finish the job of ending chronic homelessness in five years;
- Prevent and end homelessness among Veterans in five years;
- Prevent and end homelessness for families, youth, and children in ten years; and
- Set a path to ending all types of homelessness.

This implementation update includes events and work related to progress made on *Opening Doors*. USICH has hosted or participated in a series of events related to the goals and strategies in *Opening Doors*:

- In September, HUD held HEARTH/HMIS conferences in Atlanta and Denver. The conference promoted best practices to reduce and end homelessness. Over 1,000 HMIS administrators, Continuum of Care leaders, and ESG and HPRP grantees from across the country engaged with USICH Executive Director Barbara Poppe and Deputy Directors Sharon Price and Anthony Love, as well as representatives from HHS, VA, and Labor about how the federal plan relates to efforts in local communities.
- Pursuant to the strategies outlined in *Opening Doors* that promote collaboration and alignment at all levels of government, USICH senior staff has presented the plan across the country, including at nearly two dozen national, statewide, and major metropolitan area conferences, and to Regional and State Interagency Councils on Homelessness, while also encouraging communities to align their work with the Plan. USICH played a supporting role in the new Los Angeles Business Leaders Task Force on Homelessness' plan, *Home for Good*. The goals in *Home for Good* of ending chronic homelessness and Veterans homelessness in five years are aligned with goals for these groups in *Opening Doors*.
- On December 1, 2010 with the Department of Justice's Access to Justice Initiative, USICH co-sponsored "**Searching for Balance: Civic Engagement in Communities Responding to Homelessness**"—we organized a day long discussion for 80 people representing 20 communities to discuss alternatives to criminalization of homelessness. Law enforcement, courts, city officials, federal partners and advocates were all in attendance.
- On January 26, 2011, USICH hosted a discussion per the HEARTH Act, in response to the GAO report called "**Homelessness: A Common Vocabulary Could Help Agencies Collaborate and Collect More Consistent Data.**" A report to the Council and to Congress will be issued as an outcome of the convening.

In addition, USICH has been working with its Council member agencies to make continued progress on the goals of *Opening Doors*:

Chronic homelessness

- On December 16, 2010 USICH held the fourth and final Council meeting for 2010. In attendance were four Cabinet Secretaries including HUD Secretary Shaun Donovan, Labor Secretary Hilda Solis, Veterans Affairs Secretary Eric Shinseki and Education Secretary Arne Duncan. Melody Barnes, Director of the White House Domestic Policy Council also joined. Labor Secretary Hilda Solis was elected Chair for 2011 with Health and Human Services Secretary Kathleen Sebelius as Vice-Chair. An action plan to finish the job of ending chronic homelessness was adopted.
- In October 2010, USICH organized a **Listening Session at the Center for Medicaid** in Baltimore with representatives from across HHS and other partner agencies with practitioners in the field to discuss effective integrated care models for people who have experienced chronic homelessness, and to discuss the challenges and lessons learned from organizations that operate these programs as they relate to Medicaid expansion under the Affordable Care Act.
- USICH met with **Dr. Donald Berwick and his senior team at the Centers for Medicare & Medicaid Services (CMS)**. USICH hopes to identify ways to encourage states to adopt Medicaid plans that will best assist people experiencing homelessness, as well as possible demonstration projects through health reform initiatives to learn more about how to ensure better health outcomes for people experiencing or most at risk of homelessness.
- USICH has been participating in regular planning meetings with HUD and HHS around *Opening Doors'* Chronic Homelessness Signature Initiative. The initiative, which was included in the President's FY2011 Budget, would connect vouchers with health and social services provided through Medicaid and wraparound services funded through SAMHSA. This initiative is intended to help 4,000 people experiencing chronic homelessness move off the streets and out of shelter. Congress' decision to enact a Continuing Resolution rather than appropriations bills will alter the near term plans; the planning group is meeting to determine the course of action to continue the progress.

Veterans' homelessness

- On November 3, USICH held its third Council meeting of 2010. In order to tackle barriers for Veterans to access mainstream resources, the Council committed to develop and then disseminate key policy guidance about all federal programs, services and benefits available to Veterans and their families. The plan will help identify and remove barriers to mainstream program access for Veterans and their families at risk of or experiencing homelessness.
- In December 2010, VA and USICH organized a two day **National Forum on Veterans Homelessness** for four hundred people—federal staff, advocates, VISN directors and staff, and housing and service providers who work with Veterans. Three Cabinet Secretaries spoke at the Forum. Among other notable mentions, VA Secretary Shinseki directed each Veterans Health Administration (VHA) entity director to hold an organizational meeting before the end of February to develop local plans to end Veterans homelessness.

- VA and HUD have provided permanent housing to more than 20,000 Veterans and families through the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program with an additional 10,000 being housed in the next year.
- VA has recently released a Notice of Funding Availability (NOFA) for the new Supportive Services for Veteran Families (SSVF) Program. The SSVF Program grants will fund nonprofit organizations and consumer cooperatives so they can provide supportive services, including rental assistance, that promote housing stability for very low-income veteran families currently residing in or transitioning into permanent housing.
- A component of the VA's plan to end homelessness among Veterans in 5 years is promoting use of management systems to monitor outcomes for both individual Veterans and the programs that serve them. Accordingly, the VA announced on December 21 that it plans to fully participate in Homeless Management Information Systems (HMIS) over the next 12 months, and VA-funded homeless assistance providers will be required to participate in their local HMIS before or by March 31, 2011.

Family, youth, and children homelessness

- Building upon the goal to prevent and end family, youth, and children homelessness by 2020, USICH has engaged with the Department of Education's senior leadership. In early September, USICH met with Education Secretary Arne Duncan, Assistant Deputy Secretary Kevin Jennings, Assistant Secretary for Elementary and Secondary Education Thelma Melendez de Santa Ana, and Special Assistant Kathryn Young to discuss their collaborative approach to the growing population of children experiencing homelessness. Recently, an intra-agency workgroup has been established to bring all of the Department's resources to the table.
- USICH has been participating in the development of Opening Doors' families and children signature initiative with HUD, HHS, and Education. The signature initiative, included in the President's FY 2011 budget, calls for 6,000 supportive housing vouchers through a collaboration between the three agencies. While awaiting Congressional budget decisions, HUD, HHS, and Education are moving forward with planning. With targeted Housing Choice Vouchers through HUD, mainstream services like Temporary Assistance for Needy Families (TANF) through HHS, and homeless student identification and service coordination by Education's homeless liaisons in school systems, this comprehensive initiative aims to create incentives that encourage interagency collaboration at both the federal and local levels to prevent and end homelessness for families.
- USICH along with HUD, HHS, Education, and Labor are exploring how the Youth Signature Initiative might be shaped. Executive Director Poppe hosted youth focus groups in New York City and Columbus, Ohio, as well as visiting model programs in California, New York, and Ohio. USICH is participating in an inter-agency work group on youth in transition.

Counties Tell Their Stories: Successful Community Development Block Grant Programs



COMMUNITY DEVELOPMENT BLOCK GRANT

On The Right Road

NACO *National Association of Counties*
The Voice of America's Counties

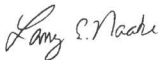
February 2011

March 2011

Introduction

The Community Development Block Grant (CDBG) Program is arguably the Federal Government's most successful domestic program. The CDBG program's success stems from providing funds to counties, cities and states with flexibility to address their unique affordable housing and neighborhood revitalization, and community development needs. The program provides funding to metropolitan cities and urban counties through a formula funding system. Entitlement communities receive seventy percent of CDBG funds, and states and small cities and counties receive thirty percent. All CDBG activities must meet one of three national objectives: to principally benefit low and moderate income persons, aid in the prevention or elimination of slums or blight, or meet other urgent community needs. Counties commit CDBG funds to projects that are determined to meet local priorities in addressing development, housing, economic infrastructure and low-income needs.

County governments have an impressive track record compiled through their wise stewardship of CDBG funds. In this current economic climate the need to create and maintain jobs, as well as providing economic opportunities and services to the less fortunate, is overriding. That is why maintaining CDBG formula funding at its FY 2010 level for FY 2011 at \$3.9 billion is so important. To demonstrate this, the National Association of Counties has produced this publication which provides a snapshot of successful county Community Development Block Grant programs that reflect outstanding local uses of these funds.



Larry E. Naake
Executive Director



Counties Tell Their Stories:

Successful Community Development Block Grant Programs

On December 16, 2009, President Obama Signed into law H.R. 3288, The Consolidated Appropriations Act of 2010. The Act funded the Community Development Block Grant formula program (CDBG) at \$3.9 billion for FY2010. Currently, there are ongoing discussions in Congress on reducing discretionary spending in FY2011 that include decreasing CDBG by 8 percent to 62 percent, and some have proposed complete elimination of the program. Any reduction in spending, however, would severely impact low and moderate-income families, the main beneficiaries of the program, and would be a detriment in meeting citizen's needs. CDBG funds vital affordable housing, infrastructure and economic development project social services in urban, suburban and rural communities. The following case studies illustrate the importance and effectiveness that the CDBG programs have on state and local governments.

California

Los Angeles County, California

Of the \$3.9 billion available from the Community Development Block Grant for FY 2010 Appropriations Act of 2010, Los Angeles County received approximately \$32 million.

According to 2009 Census data, the poverty rate for Los Angeles County was higher than the national average (16% versus 14.3%); and, in fact, the County had more poor residents than any single State except New York, Texas, and California as a whole. These proposals to reduce funding to CDBG would take dollars from the programs and services we use to meet the needs of this substantial economically disadvantaged population. For example, over the last five (5) years, CDBG funds in the County have been used to:

- Create or retain 1,109 jobs;
- Provide loans and technical assistance to over 14,000 businesses;
- Provide assistance to over four (4) million individuals in unincorporated areas and participating cities in Los Angeles County;
- Preserve 6,217 housing units;
- Provide improvements to almost 23,000 facilities; and
- Remove over 28 million square feet of graffiti.

The total amount of CDBG funds allocated in the State of California was about \$500 million in FY 2010 result in an approximately \$45 million loss State-wide. Entitlement jurisdictions in Los Angeles County account for about \$171 million, or 34 percent, of the total amount awarded throughout the State.

San Luis Obispo County, CA

Since 2001, San Luis Obispo County, CA has used CDBG funds to support nearly 40 different programs aimed at helping low-income and marginalized members in their county. Some of the most notable programs include *Big Brothers/ Big Sisters*, *Boys & Girls Club*, a county-wide literacy initiative program called *Literacy Council*, and *Loaves and Fishes*, a local program that distributes food to low-income person within the county. One particularly special program called *Transitional Food and Shelter* uses CDBG funds to provide emergency shelter in motels and apartments in the county to those homeless persons who are sick and/or disabled, which prevents them from staying at a regular homeless shelter.

Georgia

The Georgia State CDBG Program has resulted in over 1,724 community development initiatives implemented by 498 separate, rural local governments that have successfully delivered tangible, long lasting benefits. Since 2005, these grants have helped complete 660 infrastructure projects assisting 177,490 people and 211 disaster assistance projects that have assisted 247,040. These projects have revitalized communities and provided new housing, new or retained jobs, and new or consolidated public services to individuals and families who were poor and lacked opportunity. The following are examples of projects within in the state that have used CDBG funds to help accomplish their initiatives:

Cook County, GA

Cook County, GA and the City of Adel received \$500,000 in CDBG funds that leveraged over \$1.4 million in local funds and contributions to establish a Workforce Development Center. This project, which received over \$400,000 in local business contributions, collaborated with Valdosta Technical College and the Department of Labor to address local workforce development needs. Since 1992, The State CDBG program has funded 20 similar projects that assist with workforce development, literacy training, or facilitate language training for Georgia's low- and moderate- income Hispanic population. More than 8,700 people have been trained through these projects.

Atkinson County, GA

Atkinson County, GA and the City of Willacoochee, once a thriving timber, family farming and garment community, has been plagued with economic stagnation and destitution largely caused by globalization and economic restructuring. Atkinson County and Willacoochee received \$500,000 in CDBG funds to aid in the purchase and renovation of an abandoned railroad for use by a new company, Langboard, which would invest millions of dollars into a newly engineered wood mill. Upon the purchase of the railroad, Langboard moved forward with a \$76 million investment in a new automated mill that has created over 135 high-quality jobs. The facility has also expanded the regional market for the area's timber and generated additional rail traffic that

supports the small, independent company now operating the railroad in the rural area. Since 1992, the State CDBG program has funded 190 similar projects where the installation of "commercial and industrial infrastructure" initiated economic development in Georgia's rural, non-entitlement local governments.

Clayton County, GA

The Alzheimers Services Project in Clayton County, GA was constructed through a project called Alzheimers Services Building Construction Project. Alzheimers Services Center was built to improve and extend the quality of life of persons with Alzheimers disease and their caregivers. The program addresses those goals by providing education, referrals, supportive counseling, support groups, Adult Day Health Care and Respite to clients within the south metro area.

Adult Day Care services are offered five days per week from 7:30 AM to 6:00 PM. Clients benefit from medical monitoring, therapeutic activities, nutritious meals, socialization and physical exercise. Family members are able to continue in the work force knowing that their loved one is well cared for. Caregivers also benefit from information and consultation with professional staff, peer support and the knowledge that they are not alone in the unpredictable journey that is care-giving.

The project which was started in October 2009 and completed in August 2010 is a new facility that includes a fenced outdoor walking trail; an outdoor fountain & seating area; four patient bedrooms; nurse's station; exercise room; large dining hall & commercial kitchen and; a community room with fireplace. The amount of CDBG funding was \$1,560,000 and the site is approximately 4 acres. The facility is 12,000 square feet. Others who contributed to the success of the project include:

Four-acre site donated by private donor
Clayton County Government:

- Hydrology Study
- Retainage Pond Excavation/heavy equipment usage
- Frontage road drainage improvements
- Ongoing maintenance services

U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA):

- \$346,500.00 for acquisition of Furniture, Fixtures and Equipment through Dist. 13 Congressman David Scott.
Jobs created: 6; Jobs retained: 3

Gwinnett County, GA

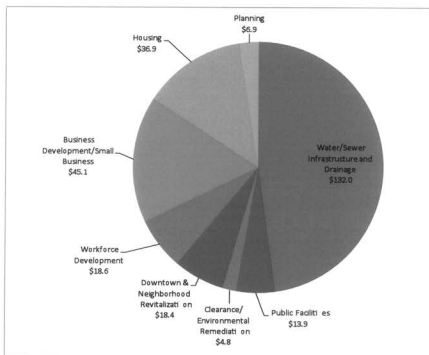
Using nearly \$1.9 million in federal Community Development Block Grant Fund (includes Recovery Act funds) the county was able to accomplish the following in FY 2010:

1. The Gwinnett County Senior Services Center construction was completed using Federal Community Development Block Grant [CDBG] Recovery Act funds and Federal Entitlement CDBG Program funds. The building was placed in use on 11/1/10 and a dedication ceremony was held on 12/10/10.
2. The Partnership Against Domestic Violence used a \$1,630,000 loan from Gwinnett County Federal CDBG Program funds to acquire an existing building that will be renovated for use as a shelter for battered women.
3. Creative Enterprises used \$353,000 loaned from Gwinnett County Federal CDBG Program funds to acquire the former American Red Cross building for use as an education and training center for adults with disabilities.
4. Gwinnett County expended over \$10 million from Federal Neighborhood Stabilization Program grant funds and over \$3 million from repaid NSP loans to acquire and rehabilitate 77 foreclosed single-family homes and 92 foreclosed townhomes. The 77 homes are being resold to homebuyers, and the townhomes are being rented to working families by their non-profit owner.
5. Disbursed Federal Homeless Prevention and Rapid Re-Housing Program [HPRP] Recovery Act funds [\$551,080] and Federal Emergency Shelter Grant funds [\$219,892.70] to six non-profit agencies that sheltered and housed 1,010 persons who were homeless or in danger of becoming homeless.
6. Disbursed \$256,024.26 to two non-profit organizations that provided housing counseling to 1,916 homeowner and homebuyer households. Many of the clients served were seeking education to help them avoid foreclosure. Others were receiving homebuyer education to help them be better informed and responsible homeowners.

South Carolina

Nearly \$275 million in CDBG funds have been invested in 185 different South Carolina towns, cities and counties over last 10 years. Results include:

- New or improved public infrastructure in 144 communities, providing safe and reliable public water, sanitary sewer that meets environmental quality standards and drainage to eliminate flooding
- Preservation and development of 8,260 affordable housing units in 75 communities
- Improvement of quality of life for more than 851,000 South Carolina residents, the majority from low and moderate income households
- Creation of more than 5,700 new jobs
- Improved community sustainability and economic competitiveness for 52 communities, through downtown revitalization, workforce development, improved infrastructure and neighborhood revitalization
- Improved accessibility for public facilities and services in 28 communities including community centers, health clinics, fire stations and Wi-Fi technology
- Elimination of blighted structures and environmental remediation projects in 14 communities to remove obstacles to economic competitiveness
- In the last five years alone, more than 70% (\$108 million) of the \$148 million in CDBG funds received have been invested in the state's less developed counties



South Dakota

Northeast South Dakota – 11 County Region CDBG Projects

The following projects were completed in the 11 county region in Northeast South Dakota during the last 8 years. None of them would have happened without CDBG funding received by the counties in the area.

Location	Project Description	CDBG Award	Total Project Cost
City of Aurora	Wastewater Treatment Facility	\$515,000	\$1,325,000
City of Bryant	Clinic	\$207,500	\$392,488
City of DeSmet	Street and Utility Project	\$264,000	\$522,000
City of Estelline **	Water Utility Improvement Project	\$412,000	\$2,693,704
City of Lake Norden **	Community Center	\$157,500	
Madison **	HEAD Start building	\$290,000	\$1,454,622
Town of Revillo	Community Center Firehall	\$207,500	\$392,488
City of Clark	Wastewater Project	\$161,000	\$671,000
Brookings County	Domestic Abuse Center	\$309,000	\$310,000
City of Clark	Water and wastewater project	\$322,000	\$355,500
Hamlin County	Sioux Rural Water System project	\$207,500	\$532,500
City of Milbank	Wastewater Project	\$412,000	\$4,189,600
City of Sisseton	Storm Sewer Project	\$535,000	\$1,352,510
Town of New Effington	Wastewater Project	\$412,000	\$1,100,000
City of Gary	Wastewater Project	\$132,500	\$432,500
Town of Oldham	Wastewater Project	\$191,500	\$375,500
Town of Summit	Wastewater Project	\$515,000	\$1,082,670
Totals		\$5,251,000	\$17,182,082

South Dakota First Regional Development District

Assuming a standard of \$75,000 per job, the District would either expect to create or retain an estimated 100 jobs. This program works for the small communities with low and moderate income levels because there are few actual grant programs that will pay for brick and mortar projects. These are projects that provide the basic necessities for a respectable quality of life - clean drinking water, proper treatment of sanitary waste, streets, fire halls and community meeting rooms.

Location	Project Description	CDBG Award	Total Project Cost
Aurora	Wastewater Treatment Facility	\$515,000	\$1,325,000
Bryant	Clinic	\$207,500	\$392,488
DeSmet	Street and Utility Project	\$264,000	\$522,000
Estelline, **	Water Utility Improvement Project	\$412,000	\$2,693,704
Lake Norden **	Community Center	\$157,500	
Madison **	HEAD Start building	\$290,000	\$1,454,622
Revilla	Community Center Firehall	\$207,500	\$392,488
Totals		\$2,053,000	\$7,561,996

** - denotes a project under, or about to begin, construction

Illinois

DuPage County, IL

DuPage County, IL has used CDBG funds to reconstruct and renovate various low to moderate income communities in their county. The first project, *Habitat Pioneer Prairie Project* is located in West Chicago, and used \$400,000 in CDBG funds to aid in the creation of the Pioneer Prairie subdivision of 11 homes to be constructed by Habitat. DuPage Habitat has installed the sanitary sewer, roadway, street lighting, and the portions of sidewalk and parkway trees that are associated with homes sold or under construction. To date, four homes have been sold, two will be sold in early 2011, and the final five will be constructed in 2011. Habitat serves families below 65% Median Federal Income (MFI).

The second project, the *Wood Avenue & Ellis Street Reconstruction Project* (CD09-01) located in Bensenville, used an additional \$488,985 in CDBG funds to reconstruct streets including street, sewer, water and sidewalk improvements. It was completed in July 2010 and will serve 285 people 75 percent of whom are low-moderate income. Lastly, the *Ray Graham Iona Gloss Specialized Living Center (SLC) Rehab project*, located in the Village of Addison, used CDBG funds to make site improvements and critical interior repairs. Improvements to the SLC, which serves as a home to 100 residents who are severely disabled and in the HUD extremely low-income bracket (0-30% MFI), include a fire sprinkler system retrofit; new flooring; replaced air-

conditioning; replaced asphalt driveways and parking areas; replaced the roof and windows of administration building; rehabbed and painted 26 bathrooms; installed a security system; and the installation of special privacy windows which meet state standards.

Pennsylvania

Centre County, PA

Centre County, PA has addressed several health and safety issues in their most rural communities using CDBG funds. CDBG funds have significantly improved the quality of life as well as laid the foundation for enhancing economic development to low-income and fixed income communities in Centre County. One of the villages that were assisted with CDBG funds is Clarence. Clarence suffered from prolonged water outages, dirty water, using unfiltered surface water and was even identified by the EPA as a Significant Non-Complier (SNC) as specified by the Safe Drinking Water Act (SDWA). CDBG funds were used to install a new water storage tank, new water mains to connect the tank to the existing system and replace much of the old, undersized water mains in the township. This new system, used in conjunction with local authorities, successfully lifted Clarence Village to appropriate SDWA levels.

In other villages within Centre County, CDBG funds aided in the purchase of water mains, valves, fire hydrants, services lines, fitting, stone, blacktop, concrete, topsoil and seed. It is also estimated that projects funded with CDBG funds lead to 6 full time positions for the course of the project.

Cumberland County, PA

Cumberland County, PA has a strong track record of using Community Development Block Grants (CDBG) and HOME Investment Partnership Program funds to support affordable housing throughout the county. In addition, the county leveraged CDBG funds to create businesses and jobs through their successful County-wide Shopsteading Program and through their Revolving Loan Program (in partnership with Cumberland County Economic Development). The county used CDBG funds to provide assistance to a host of non-profit organizations that serve the county's poorest and neediest residents - from homeless prevention assistance, to assistance for residents with AIDS. Finally, CDBG funds were used to allow many of Cumberland's municipalities to create public facilities to support low-income residents, as well as provide accessibility improvements for their handicapped residents.

Since 1999, Cumberland County has used \$1,249,180 in CDBG to assisted nearly 100 residents. Leveraging \$594,228 in CDBG funds, Cumberland County's two business loan programs have created over twenty jobs for low-to-moderate income individuals since 2005. Finally, the county used CDBG funds to support the development of a number of public facilities throughout the local municipalities. Since 2000, \$2,115,556 was used for 31 facilities - ranging from public sewer and road improvements, to sidewalk repair, public parks, and several community centers. Also since 2000, over \$916,000 was spent to make 15 existing public facilities accessible for handicapped residents and \$612,000 for 8 facilities for developmentally disabled residents.

Franklin County, PA

In 2006 the Metal Township Municipal Authority (MTMA) requested assistance from the County for funding the installation of a sewage line in the village of Fannettsburg located in Metal Township. The MTMA requested \$500,000 of entitlement CDBG funding to install the sewer line to 29 homes in Fannettsburg. They were using the CDBG funding together with other federal funding to complete the project. Total cost of the installation of the line was estimated to be \$900,000.00.

In the 2006 funding year the Franklin County Board of Commissioners decided to support the project as a multi-year project with completion in 2009. In 2006 the project was awarded \$70,000, in 2007 the project was awarded \$75,000, and \$262,000 in 2008. The project was completed by the MTMA in 2008.

By using its local workforce, the MTMA was able to save approximately \$85,000 which was reallocated by the County on another eligible CDBG project.

The project was successful, because by using CDBG funding together with local and federal match funding the MTMA was able to provide public sewer to the Village of Fannettsburg. It was also able to eliminate a public hazard as most of the septic systems in the village where in a state of disrepair. By installing the sewer line, the MTMA was able to decrease a significant amount of underground pollution which improved the quality of the village well water. By using CDBG funding the MTMA was able to provide public sewage at a reduced cost to the Village of Fannettsburg.

Lycoming County, PA

Sewer Lateral and Tapping Fee Assistance Projects --The County of Lycoming and two of the direct state entitlement communities in the County, have assisted 787 households with direct CDBG grants to assist with the installation, repair, or replacement of privately owned sewer laterals that connect to municipal systems and with tapping fees to connect these systems. These grants, totaling over \$1.5 million, provided greatly needed financial assistance to these low-to-moderate income families and countless jobs to local contractors. These sewer improvement projects provided a healthier environment by eliminating sewerage contamination in private wells, local water supplies, and our stream and rivers.



Municipality	Number of Households Assisted	Amount of CDBG Fund Expended
Armstrong Township	37	\$33,000
Loyalsock Township	192	\$350,000
Muncy Township	23	\$85,000
Muncy Creek Township	338	\$460,000
Old Lycoming Township*	29	\$48,000
South Williamsport*	100	\$308,000
Woodward Township	68	\$220,000
Total	787	\$1,504,000

Maryland

Montgomery County, MD

Montgomery County is an entitlement jurisdiction, currently receiving \$5.5 million in CDBG funds. Our funds have been used to spur private investment and transit-oriented redevelopment in Silver Spring and other commercial areas, providing jobs and employment opportunities. We use the CDBG program for infrastructure improvements, to assist local, small businesses with funds for façades, to leverage private funds for the creation and preservation of affordable housing, and in partnership with dozens of nonprofit service providers whose staff members provide an array of social services for our most needy, including job training and placement and supported employment. We have eliminated nearly 1,100 positions in County government over the past two years - about 10 percent of the entire County workforce. More jobs would be lost without CDBG funds, County jobs and also those of nonprofit staff delivering services.

Three specific programs that Montgomery County has used CDBG to fund have proven very successful for their target communities. *Homeowner Rehabilitation* is a program that conducts housing rehabilitation and weatherization for low-income homeowners in areas within the County most impacted by the recession and foreclosure crisis. *Positive Youth Development* is a program that uses CDBG funds to provide safe, quality, and accessible out-of school activities for low-income students at-risk of academic failure and/ or gang involvement. *Crime Prevention through Environmental Design (CPTED) Activities* is a program that uses CDBG funds to design and implement activities to enhance public safety in neighborhoods impacted by the recession and foreclosure crisis. These activities include addressing inadequate lighting and enhancing pedestrian safety by creating more visual access in public areas.

A Wider Circle, a non-profit partner, picked up 2,000,000 pounds of donated furniture, items that would otherwise have gone to waste, and distributed it to families living with nothing. Combined with other programs and services, A Wider Circle served more than 2,000 families in Montgomery County in 2010 and CDBG funds made much of this work possible.

Virginia

Dickenson County, VA

Dickenson County, VA, in Southwest Virginia, has experienced decades of high poverty rates and unemployment. To combat this problem, economic development that creates jobs continues to be the top priority, and the recruitment of technology-based customer-service call centers has proven to be a sound economic development strategy. To make it more convenient for workers, Dickenson County collaborated with many local non-profit organizations, including People Inc., to construct a 10,000 square foot, state-of-the-art child care facility to serve workers with children at Nexus Communications and Travelocity using CDBG funds.



Oklahoma

McCurtain County, OK

The County created 160 jobs using the Economic Development Investment Funds, JM Huber Project, and leveraged \$1,131,292.00 in local funding to match the \$ 2,795,708.00 CDBG funds. The projects completed within the county with this funding include:

Broken Bow	EDIF Grant/Loan for J.M. Huber Plant	\$500,000.00	10685-02-ED
Broken Bow	Street Resurfacing (RE-USE Funds)	\$200,000.00	11086-03
Broken Bow	Wastewater	\$227,293.00	13240-08
Haworth	Street Resurfacing	\$39,500.00	11244-04
Idabel	Street Resurfacing (RE-USE Funds)	\$100,000.00	11106-01
Idabel	Wastewater Collection	\$250,000.00	11185-04
Idabel	Wastewater	\$250,000.00	12261-06
Idabel	Century Community Park Project	\$75,000.00	13331-08
Idabel	Wastewater	\$247,000.00	12261-09
McCurtain County	Holly Creek Community Center	\$50,000.00	10518-02
McCurtain County	RWD # 9 Waterlines Ext.	\$224,995.00	10806-03
McCurtain County	Sherwood Community	\$64,000.00	11246-04
McCurtain County	Landfill	\$150,000.00	11717-05
Valliant	Waterlines & Tower Rehabilitation	\$150,000.00	10075-01
Valliant	Sidewalks	\$150,000.00	11726-04
Wright City	Doctor Clinic	\$25,000.00	9999-01
Wright City	Water Tower	\$83,250.00	12852-07
Wright City	Doctor Clinic Parking Lot	\$9,670.00	11729-05
Total		\$2,795,708.00	

Arizona

Pinal County, AZ

Pinal County, AZ used CDBG funds in conjunction with the Adelante Juntos Coalition to design and implement the *Neighborhood Meth Watch Program*. The program had three objectives; to raise community awareness of the use, distribution and manufacture of crystal methamphetamines; to mobilize communities to identify and address drug activity in neighborhoods; to build community relations with area law enforcement that would create safe, effective partnerships that will result in reduced and ultimately eliminate crystal meth use in communities. This initiative proved to be successful as there has been a 33 percent increase in drug related arrests, a 17 percent decrease in property crime and a 22 percent increase in individuals seeking treatment and recovery resources in the project communities.

Metal Township is a rural Township and one of the poorest townships in Franklin County. The project was able to be funded by CDBG because Fannettsburg met the low-mod income qualification of CDBG based on an income survey conducted by the Township and the County.



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2011 Key Legislative Priorities

Fiscal Responsibility while Creating Jobs

Fiscal Responsibility while Creating Jobs

The 112th Congress presents a challenge and opportunity to work in a bipartisan fashion identifying issues of common interest between the newly elected congressional leadership and America's counties. After an historic election that promotes divided governance opportunities with messages to reduce government spending, and create jobs NACo will be seeking ways to hold counties harmless while promoting job growth opportunities. Efforts aimed at job retention and creation in America's counties is essential. Counties continue to suffer lay-offs and service reductions as the economy regains its footing.

We will defend continued funding for county programs, which are but a fraction of federal funding, yet create jobs and provides needed services at the county level. We will remain vigilant that funding reductions do not create overly burdensome mandates as unintended consequences. NACo's "Restore the Partnership" campaign will continue with the new congress in order to educate leaders of the role of county governments in our communities and the effects of Washington decision making to our mutual constituents.

The NACo Board of Directors, eleven Steering Committees, Large Urban and Rural County Caucuses have adopted the key priorities listed below which are consistent with our efforts to hold counties harmless while seeking common ground on fiscal responsibility issues and job creation. We will be advocating these and other priorities throughout the year. The issues below are equally important and are not presented in priority order.

• Promote county fiscal relief and save jobs

Support for a commitment to maintaining, federal financial assistance to counties to at least 2010 levels for county programs such as PILT/SRS/CDBG/HOME/EDA/Justice & Public Safety programs/investments in local workforce development systems/rural development/transportation/water infrastructure development, FMAP/Medicaid/social services and other domestic programs that are essential in creating and maintaining jobs while providing assistance for our citizens.

• Save jobs by repealing the three percent tax withholding requirement.

Congress should immediately repeal Section 511 of PL 109-222 requiring local government to collect a three percent withholding tax for goods and services contracts in order for us to send to the IRS. This costly unfunded mandate takes effect January 1, 2012, requiring action in this first session of the 112th Congress. Counties must act as agents of the IRS and begin purchasing equipment, begin training and create systems to begin collecting taxes for the IRS with no federal assistance, an unacceptable unfunded mandate that even the business community agrees is onerous in creating and maintaining jobs.

• Support job creation by enacting aviation and surface transportation program reauthorizations

Reauthorization of the federal airport and aviation programs needs to be completed. NACo supports a well-funded Airport Improvement Program with guaranteed funding from the aviation trust funds and increased funding for the Essential Air Service and the Small Communities Air Service Programs. Congress should develop a comprehensive legislative effort to create jobs by providing robust funding for bridges, highways, mass transit, assistance for rural roads and other local infrastructure needs by reauthorizing the highway, transit, and safety programs. Congress should explore the various financing sources available to fully fund the Highway Trust Fund into the future while addressing metropolitan congestion and rural road safety. Enactment of these programs will help build our nation's infrastructure and create additional employment opportunities.

• Opposition to job killing unfunded mandates and preemptions

NACo is constantly vigilant against legislative or regulatory initiatives that undermine local government decision making and contributes to reductions in our workforce. The partnership with federal policy makers should recognize local government roles and not preempt local authority on issues such as land use, rights of way and other local functions which reduces county resources and adversely affects job retention by reducing revenues. Adequate federal financial assistance should be provided for these key responsibilities.

• Support county health priorities.

NACo will continue to work with Congress and the Administration to improve and implement the provisions of the Patient Protection and Affordable Care Act that help counties build healthy communities and ensure affordable access to health care for all Americans.

• Support Job Creation by Making Rural Development a Priority within Farm Bill Reauthorization.

NACo supports reauthorization of the Farm Bill and funding for key provisions such as rural development, agriculture, nutrition, research and conservation. NACo supports all titles of this key piece of legislation, particularly rural development programs and strategies that promote rural prosperity. NACo supports an enhanced commitment to USDA Rural Development programs and a new emphasis on flexible strategies which allow counties and their regional partners to focus on local economic assets, priorities and goals. NACo supports USDA Rural Development's grant and loan programs which bolster and leverage local initiatives to enhance and maintain water and wastewater infrastructure, community facilities, broadband infrastructure, rural business programs and rural housing. NACo also supports enhancing renewable energy programs and assistance for beginning and young farmers.

April 26, 2011 Regular BoCC Meeting
Agenda Item #27

Title

ZOS-02-11: Special Use Permit to allow a 178 foot Monopole Personal Wireless Service Facility. (Amended)

Amount

N/A

Description

A request for a special use permit to allow the applicant to construct a 178 foot monopole personal wireless service facility at 14806 NW 36th Avenue, tax parcel number 04178-003-000.

Recommendation

Approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 NW 36th Avenue on tax parcel number 04178-003-000.

Alternative(s)

Do not approve the resolution.

Requested By

Missy Daniels, Senior Planner, 374-5249

Originating Department

Growth Management

Attachment(s) Description

Resolution Z-11-04, Staff Report, PowerPoint Presentation, Application Materials including RF analysis, photosimulations and line-of site analysis, old PowerPoint from first public hearing.

Documents Requiring Action

Resolution Z-11-04

Executive Summary

This is the continuation of the hearing that began on March 22, 2011 to consider TowerCom's request for approval of a 178 foot monopole personal wireless service facility (PWSF). The first hearing was continued to allow the applicant time to discuss possible visual mitigation options with the neighboring property owner to the west. The applicant is proposing a monopole design, which is a slim silhouette with the antenna on the outside of the structure. The applicant intends to use flush mounted antenna, which will reduce the silhouette of the tower. This request for a 178 foot tower in the Agriculture land use designation falls under the Tier Three category of the Personal Wireless Facilities ordinance (Chapter 404, Article 12) and as such requires approval of a special use permit by the Board of County Commissioners.

Background

A hearing was held on March 22, 2011 by the County Commission to consider this request for a special use permit. The discussion at that hearing centered around the visual impact of the tower on the property just to the west of this site. The hearing was continued to allow the applicant time to meet with the adjacent property owner to discuss landscaping and other mitigation options to lessen the visual impact of the tower on the neighboring property. That meeting has occurred and a consensus has been reached to plant 18 Live Oaks approximately 17 feet high at planting along the western property boundary of the neighboring

property. TowerCom was originally requesting approval of a 199 foot monopole with standard mounted antenna. Staffs initial review of the request, including analyzing the photosimulations and reviewing the radio frequency (RF) data for Sprint, concluded that the tower could be lower and still give Sprint their service coverage. This conclusion prompted the applicant to submit additional RF information to the County RF consultant. The second RF review came to the conclusion the tower could be lower and still provide Sprints service, especially once Sprint completed their system design and added more towers in the area. This review did highlight the loss of coverage at both 145 feet and 125 feet. Staff asked the applicant to consider using flush mounted antenna to decrease the visual impact of the tower on the neighboring properties. The applicant has now changed their proposal to reduce the tower height by 21 feet and use flush mounted antenna. The original photosims, included with the application attachment, show the tower visible from two views. The applicant revised the photosims for the two views (attached). The reduction in height and especially the use of close-mounted antenna reduces the visual impact considerably. In addition, the landscaping to the west of the tower compound will minimize the impact to the neighboring property.

Issues

The tower has an impact on the property immediately west of the site as no trees separate the two properties. Both RF reviews indicated the tower could be lower than the requested height (originally 199 feet), as low as 125 feet, however with loss of coverage at each increment.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: Public_Comments.PDF
Attachment: RF_Review_Findings20100111.pdf
Attachment: PowerPoint_Presentation_4_26_11.pdf
Attachment: Old_PowerPoint_ZOS0211.pdf
Attachment: 2nd_RF_Review_Findings.pdf
Attachment: Applicant_ComPlan_ULDConsist_stmt.pdf
Attachment: Env_Res_Assess_Rpt.pdf
Attachment: Nghb_WorkshopMinutes.pdf
Attachment: Sprint_RF.pdf
Attachment: ZOS0211_Mailing_list.pdf
Attachment: Survey.pdf
Attachment: PHOTOSIMULATION.pdf
Attachment: WorkshopMailer.pdf
Attachment: Resolution.pdf
Attachment: Plans.pdf
Attachment: Sprint_RF_Site_Information.pdf

RESOLUTION Z-11-04

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA FOR A SPECIAL USE PERMIT TO ALLOW A 178 FOOT MONPOLE PERSONAL WIRELESS SERVICE FACILITY IN AN 'A' (AGRICULTURE) DISTRICT ON APPROXIMATELY 6.63 ACRES LOCATED AT 14806 NW 36TH AVENUE ON TAX PARCEL 04178-003-000.

WHEREAS, Zoning Application ZOS-02-11 has been duly filed and was considered by the Alachua County Planning Commission at its meeting of February 16, 2011; and,

WHEREAS, the Application was considered by the Alachua County Board of County Commissioners at its meeting of March 22, 2010 and April 26, 2011,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Zoning Application ZOS-02-11, a request by TowerCom III, LLC, applicant and Tommy and Beverly Mikell, owners, for a special use permit to allow a 178 foot monopole personal wireless service facility in an 'A' (Agriculture) district on approximately 6.63 acres located at 14806 NW 36th Avenue, on tax parcel 04178-003-000, as summarized in "Exhibit A" in this resolution, is hereby approved with the following Conditions and Bases:

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 MAY 5 AM 9 08

Conditions:

1. This Special Use Permit is issued to allow construction and operation of a 178 foot monopole personal wireless service facility on approximately 6.63 acres located at 14806 NW 36th Avenue on tax parcel number 04178-003-000. The tower shall be located as depicted on the attached site plan.
2. The facility shall use a monopole or unipole design. If using a monopole design, all antennas shall be flush mounted.
3. The applicant shall maintain the access easement to the site during construction of the tower. Prior to final release of the site, the applicant shall regrade the access easement. The applicant shall ensure that any damage caused during the installation of additional wireless equipment on the tower is repaired within thirty days of the completion of each installation.
4. The applicant shall comply with all federal, state, and local laws, rules, regulations, and ordinances, including Chapter 404, Article 12 of the Alachua County Unified Land Development Regulations, now and hereafter in force, which may be applicable to the use of the site. Any violation of the above conditions shall be grounds for suspension or revocation of this Special Use Permit by the Alachua County Board of County Commissioners.

Bases:

1. **Policy 5.2.1 of the Future Land Use Element** lists criteria that shall be used to determine the appropriateness of potential locations for institutional uses including *compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors*. As shown in the photo simulations, the structure will not have a visual impact on most of the surrounding properties. The use of flush mounts and lowering the height from the original request combined with the additional landscaping to the west of the tower compound further reduces the visual impact on neighboring properties. The surrounding area is characterized by agricultural land, some rural residential neighborhoods and a church. Trees cover much of the area immediately surrounding the subject property. The monopole design with flush mounted antenna is one of the preferred tower designs. The proposed tower is consistent with Policy 5.2.1.
2. **Objective 5.5 of the Future Land Use** requires designing and locating personal wireless service facilities, among other institutional uses, to eliminate or minimize adverse visual impacts. This tower is being located on a rural property edged in wooded areas and is not visible on most of the photosimulations. The monopole design, flush mounted antenna and height under 200 feet (178 feet) so as to not need lighting minimizes adverse visual impact on the landscape.
3. **Policy 7.1.2 of the Future Land Use Element** states that proposed changes to the zoning map shall consider consistency with the Comprehensive Plan, availability and capacity of public facilities, the relationship of the proposed

development to existing development in the vicinity and environmental justice issues. There are adequate public facilities to serve the proposed PWSF. CR 241 is a paved County Road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded. There are no environmental justice issues associated with this special use permit request. The surrounding zoning is A (Agriculture). There are some residences in the area and agricultural fields. This proposed tower will not be inconsistent with the surrounding zoning and uses as cell service is needed in all areas of the County. The Comprehensive Plan requires designing and locating personal wireless service facilities in the least visually intrusive manner and to minimize or eliminate adverse visual impact. This request for a 178 foot tower with flush mounts is consistent with Policy 7.1.2.

4. **Policy 5.8 of the Future Land Use Element** states that *The County shall facilitate the deployment of personal wireless services and facilities (PWSFs) in a manner that balances needs for economic development, environmental protection, and minimization of adverse visual impacts in Alachua County. PWSFs should: ...use the least obtrusive mount for deploying service, including minimizing the height and silhouette to have the minimum visual impact possible.* Approval of the Special Use Permit for the tower allows Sprint to provide service in this area. The monopole design with flush mounted antenna is one of the least visually obtrusive means of constructing a new PWSF at this height and is consistent with Policy 5.8.

5. **Policies 1.2.4 and 1.2.5 of the Capital Improvements Element** require public facilities to be available concurrent with new development. There are adequate public facilities to serve the proposed PWSF. CR 241 is a paved County Road and there is an easement to the property. This use only generates 1-2 trips per month. A cell tower has no impact on schools, water and sewer, and will not cause the LOS for Emergency Services to be exceeded.
6. **Section 404.54 (c) of the Unified Land Development Code** states that *proposed PWSFs shall be located in an area where the adverse visual impact on the community is minimized, as demonstrated by the Visual Impact Analysis Report described in §404.57(c).* The Visual Impact Analysis and photosimulations demonstrate that the tower will not be visible from most of the surrounding area. Lowering the antenna height to 170 feet (total height to 178 feet) from the originally requested 199 feet, using flush mounts and adding the landscaping to the west minimizes the visual impact of the tower further and is consistent with Section 404.54(c).
7. **Section 404.54(c) of the Unified Land Development Code (ULDC)** states that *all PWSFs should be designed in such a way to minimize the adverse visual impact on the community. This may include reducing the height and silhouette in order to create the least adverse visual impact. The minimum height necessary to provide the applicant carrier's designed service to the area should be utilized, as verified by an independent radio frequency (RF) analysis. In general, a monopole tower or concealed tower is considered to have less visual impact than alternative tower designs.* The proposed tower is a monopole design with flush mounted antenna. In addition, the applicant decreased the height from the initial

request and added landscaping to the west of the tower compound. The adverse visual impact has been minimized consistent with Section 404.54(c).

8. **Section 402.124 of the ULDC** describes the criteria for review of special use permits. The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that the proposed use is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC) and is compatible with the existing and future land use pattern, and that the use will not adversely affect the health, safety, and welfare of the public. As shown in the above bases, the application is consistent with both the Comprehensive Plan and the ULDC. The tower, as proposed in its design is compatible with the surrounding land uses and the use will not adversely affect the health, safety, or welfare of the public.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 26nd 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

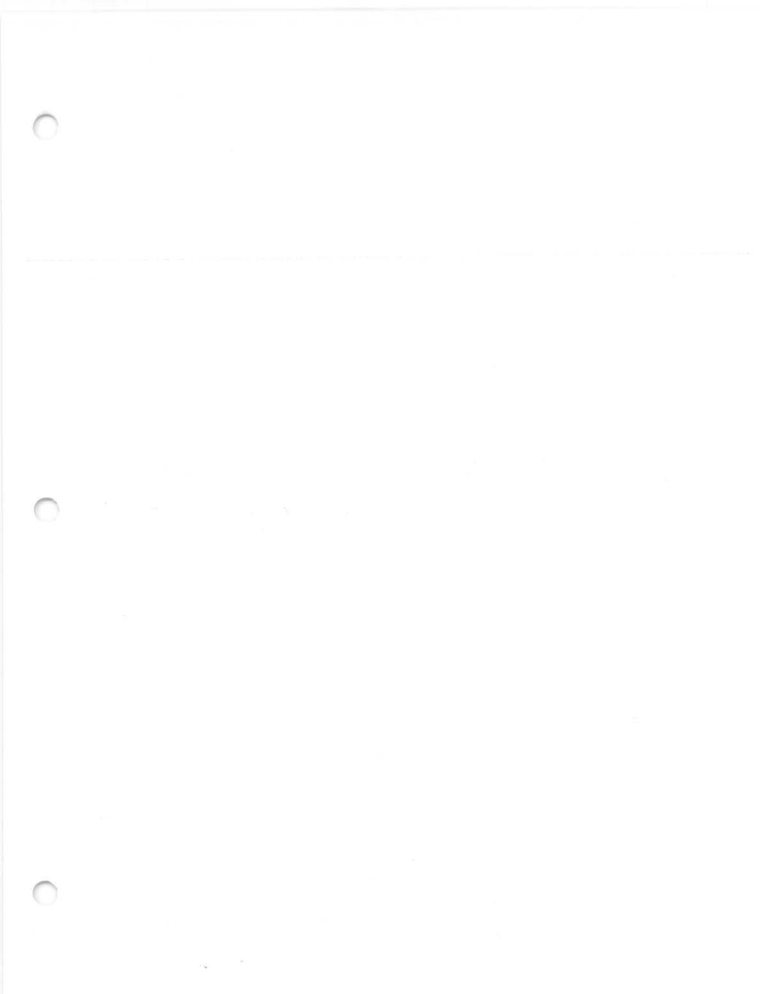
Alachua County Attorney

DEPARTMENT APPROVAL

AS TO CORRECTNESS

Department of Growth Management

Authorized Designee



CONSULTING ENGINEERS
ARTHUR K. PETERS

RADIO
TELEVISION
CATV
COMMON CARRIER

5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

MEMBER AFCEE
IEEE LIFE MEMBER

(352) 331-0149
akpce@cox.net
www.akpce.com

January 31, 2011

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, FL 32601

RE: ZOS-02-11
Towercom/Sprint
Mikell Property
14806 NW 36th Avenue
Newberry, FL 32669-2014
199 ft. Monopole Tower

Dear Missy:

This is a response to the supplemental engineering showing provided by the Applicant. Their data consisted of several maps showing predicted coverage of the subject cell at several antenna heights including 125, 145 and 180 feet.

I have prepared the attached exhibit which uses the Applicant's predicted coverage at 180 ft. On the map are splotches of pink areas that show the differences with the Applicant's coverage map at 125 ft. The pink areas are where the Applicant predicts signal levels will be less than -95 (dBm, I presume). I have also added a pattern that is representative of the Applicant's proposed antenna (field) patterns. This is the line that resembles a three-leaf clover centered on the proposed site.

The pink areas to the northwest and northeast occur where the power from the antennas is lowest. Note that there are white areas among the pink indicating signals below the desired level occurring also at 180 ft. The pink areas southwest are mixed with white areas and are at the effective edge of the proposed cell.

Cellular systems employ highly directional, narrow beam antennas in order to achieve enough gain at 1900 MHz to be effective at reasonable distances. Cells are established and radiation is adjusted to fill-in the areas where adjacent cell antennas are the weakest. Properly spaced and oriented, the system of cells can provide essentially complete coverage.

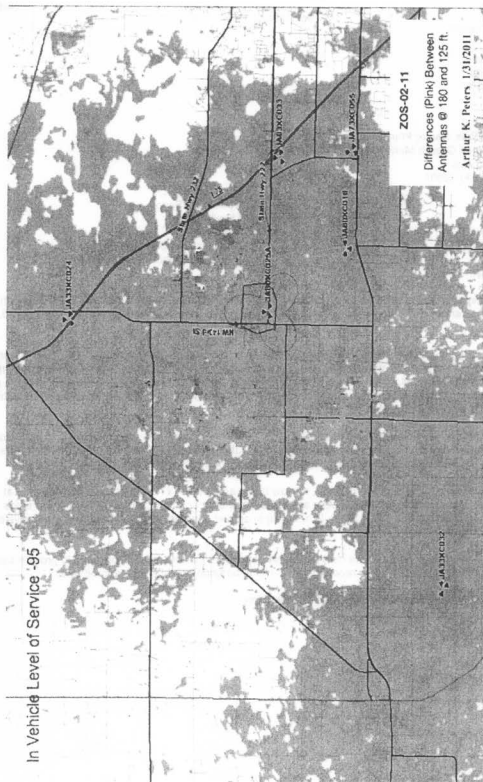
The proposed cell is situated where cells will be required to the northwest and northeast to provide seamless coverage. When this happens the recommended 125 ft. antenna height will be appropriate.

If you have any questions please feel free to contact me.

Sincerely,



Arthur K. Peters, P.E.
Via email



TowerCom III. LLC

CR 241 Personal Wireless Services Facility

Comprehensive Plan And ULDC Consistency Statement

The proposed facility should be found consistent with the Alachua County Comprehensive Plan as a whole and specifically with the policies outlined below.

The proposed facility is considered an institutional use per the Alachua County Comprehensive Plan. **Policy 5.1.1** of the Future Land Use Element states that *Potential locations for major future institutional uses are identified on the Future Land Use Maps. Institutional uses may be allowed in other land use categories designated on the Future Land Use Map, and implemented in accordance with the guidance and policies within this Section 5.0., and within the Comprehensive Plan as a whole.*

The proposal is consistent with Policy 5.1.1, which allows institutional uses in all land use categories.

Policy 5.1.2.c states that *Public Utility, Communications or Infrastructure Services (e.g. utility transmission and distribution facilities, landfills)* are considered institutional uses in Alachua County.

The proposed use is a communications towers and is thus consistent with this policy.

Policy 5.2.1 of the Future Land Use Element establishes criteria for the location of institutional uses. These include:

- a. Optimum service area;

The proposed location has been selected because of a need in this section of the County for a communications tower to enable the Carrier Applicant, Sprint, to provide wireless telecommunications service to the County's residents and to aide various emergency service providers, in accordance with the Telecommunications Act of 1996. Sprint RF propagation data has been provided demonstrating the need for the proposed facility.

- b. Optimum operating size;

The applicant is requesting a tower height that would accommodate the needs of Applicant Carrier, Sprint, and provide for the co-location of additional Carriers in an

attempt to minimize the need for additional communications tower in this section of the County.

c. Access to clientele.

The clientele using this tower will be Sprint and other wireless services providers servicing this area of the County. A communications tower in this location will increase wireless service coverage and help to eliminate dead spots for both in-vehicle coverage and in-building coverage in this growing northwest part of Alachua County and within the Jonesville area.

d. Compatibility of the scale and intensity of the use in relationship to surrounding uses, taking into account impacts such as, noise, lighting, visual effect, traffic generation, odors.

The proposed communications tower has been designed as a monopole tower with a height below the height required for FAA Navigational Hazard lighting. This design will in effect minimize both daytime and night time visual impacts. The planned facility will accommodate the co-location of additional Carriers which will minimize the potential impacts posed by the need for additional PWSF's. The proposed facility will not generate any noise greater than that of standard household air conditioning units and emergency power generators. PWSF's generate a minimal amount of traffic and no odors.

e. Nature of service provision.

The nature of the service provided by a PWSF is a service which is used by the immediate surrounding area and passersby.

f. Needs of the clientele.

The RF Propagation Maps submitted as a part of the SUP application indicate the needs of the surrounding clientele which will be satisfied by the proposed facility.

g. Availability and adequacy of public infrastructure to serve the particular use.

There is currently in place the infrastructure necessary to support the proposed PWSF. These needs are restricted solely to power and telephone services.

h. Preservation and strengthening of community and neighborhood character through design.

The neighborhood character is preserved through the design of the tower type and height. The proposed PWSF minimizes potential visual impacts by utilizing existing treed vegetative buffers and not tripping the need for navigational hazard lighting. The

proposed facility strengthens the community by providing a personal service that is highly sought in growing communities.

- i. Consistency with the goals, objectives, and policies of the Conservation and Open Space Element.

Photo simulations have been provided to determine the visual impact of the proposed 199 foot monopole communications tower. The proposed tower will be used by Sprint to provide wireless telecommunications service to the residents of Alachua County in accordance with Sprint's contract with the Federal Government.

The proposed tower being a monopole tower means the tower will have a potentially smaller footprint on the ground over all a slimmer silhouette, which will reduce the visual impact. As the proposed height does not exceed 200 feet in height, lighting will not be required by the FAA.

The photo simulations taken from seven different points in the neighborhoods surrounding the proposed PWSF indicate that the tower site is well buffered by existing tree lines along the West, North, and East sides. The greatest visibility is View G, approximately 1,965 feet from the tower. The tree canopy blocks views of the tower from all other points except View D, which is approximately 3,618 feet from the tower. In this view, the trees partially hide the tower but it is still slightly visible.

In accordance with i above, the proposed PWSF is not in a flood plane. The construction of the PWSF, including utility routes and access routes will not impact any existing wetland areas. This is consistent with the Conservation and Open Space Element of the Comprehensive Plan. The proposed monopole tower structure at a height below 200 feet poses a minimum chance of bird kills as birds fly or migrate through the area. We believe this type of facility at the proposed location best meets the requirements of the Comprehensive Plan.

Policy 5.2.2 states that *institutional uses shall be designed and located for integration into the surrounding community. Land use decisions concerning the location of institutional uses shall take into consideration environmental justice.*

The proposed 199 foot monopole tower as stated represents the minimal potential for environmental consequences, specifically potential bird kill. When weighing the two factors, the potential for bird kill and visual impact on and integration into the community, we believe the proposed structure provides a minimal overall environmental and visual impact and is therefore is consistent with the Comprehensive Plan.

Section 7.1.2 of the Alachua County Comprehensive Plan states that *'Proposed changes in the zoning map shall be considered in light of the Comprehensive Plan and its various elements, and shall also be considered in light of:*

- a. *consistency with the goals, objectives, policies and adopted maps of the Comprehensive Plan;*
- b. *the availability and capacity of public facilities required to serve the development;*
- c. *the relationship of the proposed development to existing development in the vicinity and considerations relating to environmental justice.*

As discussed above, the proposed tower is consistent with the relevant Comprehensive Plan policies and it is consistent with the Plan as a whole. The proposed communications tower will have minimal impact on the public facilities necessary to serve this area. The future land use designation and zoning of the surrounding properties are the same as the subject property. Surrounding land uses include single-family residences and small agricultural pursuits. Roughly 16 trips per month will be required for maintenance of the tower; therefore traffic will not be an issue for the residents. The proposed special exception is thus consistent with Policy 7.1.2 of the Future Land Use Element of the Comprehensive Plan and the Plan as a whole.

Levels of Service

The Alachua County Comprehensive Plan Capital Improvement Element requires that the public facilities and services needed to support development be available concurrent with the impacts of development and that issuance of a Certificate of Level of Service Compliance (CLSC) be a condition of all final development orders. 'Concurrent' shall mean that all adopted levels of service (LOS) standards shall be maintained or achieved within a reasonable timeframe. Per **Policies 1.2.4** and **1.2.5** of the Capital Improvements Element of the Alachua County Comprehensive Plan, LOS standards have been adopted for various types of public facilities.

Traffic

The proposed development is considered to have a de minimus traffic impact (fewer than 10 average annual daily trips) and therefore is exempt from requiring a transportation concurrency determination.

Mass Transit

Policy 1.2.4 (F) states that a paratransit system shall be maintained in unincorporated Alachua County in order to provide 24-hour ambulatory and wheelchair service on a demand-responsive basis. MV/Paratransit is providing paratransit service to the site. The Regional Transit System does not provide regular service to this location.

Water and Sewer

Central water and sewer are not available at this site. The area utilizes well and septic.

Drainage

Policy 1.2.4 (D) states that the minimum drainage LOS standard for residential development requires a floor elevation of one (1) foot above the 100-year/critical duration storm elevation. Any development at this site will be required to meet this standard at the time of final DRC approval.

Solid Waste

Policy 1.2.4 (C) states that the minimum level of service standard for solid waste disposal used for determining the availability of disposal capacity to accommodate demand generated by existing and new development, at a minimum, shall be 0.73 tons per person per year. In the year 2001-2002, there was generated 3.9 pounds/day (0.71 tons/year per person) in Alachua County (Source: Alachua County Public Works Department Website). Any development at this site will be required to meet these minimum LOS standards as part of development plan approval.

ULDC Consistency

The proposed request is consistent with the applicable requirements of the Unified Land Development Code as outlined below.

Section 402.124 of the Land Development Code lists criteria for approval of a special use permit. Any proposed use for such a special use permit shall be reviewed to ensure that it is consistent with the Comprehensive Plan and ULDC, that it is compatible with the existing land use pattern and future land uses, that it will not adversely affect the health, safety, and welfare of the public.

The proposed communications tower is consistent with the Comprehensive Plan as described in detail above. The Unified Land Development Code Section 404.50 lists requirements for Broadcasting or Communications towers. Those requirements are that in the event of a collapse, the tower should be wholly contained within the confines of the property; all parts of the tower, including supports, anchors or guy wires should be setback at least five feet from the property line; all towers shall comply with the Airport Impact Overlay District; and towers exceeding 200 feet in height shall perform a visual impact analysis. This application meets all of these requirements. The visual impact analysis, in the form of photosimulations has been performed and is attached to this special use permit application.

The Carrier, Sprint, has submitted RF data supporting their need for this site in order to provide adequate wireless telecommunications service to the residents of Alachua County in accordance with their contract with the federal government. The Telecommunications Act of 1996 has established the fact that wireless telecommunications service is critical to the public health, safety and welfare of the citizens of the United States of America.

phone 904.346.5468
fax 800.705.1968

Mark Mechling,
P.E., LEED AP
Principal
Licensed, Florida No. 41998
Engineering Business CA 27999

Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida

ATTACHMENT A

Alachua County Environmental Resource Assessment Checklist



Alachua County, Board of County Commissioners
Department of Growth Management
10 SW 2nd Ave., Gainesville, FL 32601
Tel. 352.374.5249, Fax. 352.338.3224
<http://growth-management.alachua.fl.us>

Submit to:
Development Services Division

ENVIRONMENTAL RESOURCES ASSESSMENT CHECKLIST

Pursuant to Alachua County Comprehensive Plan 2002, as amended, Conservation Open Space Element Policy 3.4.1, applications for land use change, zoning change, and development approval shall be required to submit an inventory of natural resource information. The inventory shall include site specific identification, analysis and mapping of each resource present on or adjacent to the site. The identification and analysis shall indicate information sources consulted.

Natural Resources Checklist:

Check "Yes" for each resource or resource characteristic identified and discuss and provide supporting material.
Check "N/A" for each resource or resource characteristic not present or otherwise relevant to the application.

- | | | | | |
|-----|--------------------------|-----|-------------------------------------|--|
| Yes | ☐ | N/A | ☒ | Surface Waters (ponds, lakes, streams, springs, etc.) |
| Yes | ☐ | N/A | ☒ | Wetlands |
| Yes | ☐ | N/A | ☒ | Surface Water or Wetland Buffers |
| Yes | ☐ | N/A | ☒ | Floodplains (100-year) |
| Yes | ☐ | N/A | ☒ | Special Area Study Resource Protection Areas (Cross Creek, Idylwild/Serenola, etc) |
| Yes | ☐ | N/A | ☒ | Strategic Ecosystems (within or adjacent to mapped areas) |
| Yes | ☐ | N/A | ☒ | Significant Habitat (biologically diverse natural areas) |
| Yes | ☐ | N/A | ☒ | Listed Species/Listed Species Habitats (FNAI S1, S2, & S3; State or Federally E, T, SSC) |
| Yes | ☐ | N/A | ☒ | Recreation/Conservation/Preservation Lands |
| Yes | ☐ | N/A | ☒ | Significant Geological Features (caves, springs, sinkholes, etc.) |
| Yes | ☐ | N/A | ☒ | High Aquifer Recharge Areas |
| Yes | ☐ | N/A | ☒ | Wellfield Protection Areas |
| Yes | ☐ | N/A | ☒ | Wells |
| Yes | ☐ | N/A | ☒ | Soils |
| Yes | ☐ | N/A | ☒ | Mineral Resource Areas |
| Yes | ☐ | N/A | ☒ | Topography/Steep Slopes |
| Yes | ☐ | N/A | ☒ | Historical and Paleontological Resources |
| Yes | ☐ | N/A | ☒ | Hazardous Materials Storage Facilities |
| Yes | ☐ | N/A | ☒ | Contamination (soil, surface water, ground water) |

SIGNED: Mark Mechling, P.E., LEED AP PROJECT # CR 241 DATE: 11/16/10

For assistance please visit the Alachua County Environmental Protection Department (ACEPD) website at <http://www.alachuacounty.us/government/depts/epd/natural/devchecklist.aspx> or contact ACEPD at (352) 264-6800.
(version 5/20/05)

Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida

ATTACHMENT B

Significant Findings

SURFACE WATERS

Source – Site Inspection

No surface water bodies were observed within the proposed tower compound or adjacent to the proposed ingress/egress and utility easements during the November 8, 2010, site inspection.

WETLANDS & BUFFERS

Source – Site Inspection; NWI; FIRM; ACGM_Wetlands08

No wetland or buffer areas were observed within or adjacent to the proposed lease parcel or utility and ingress/egress easements during the November 8, 2010, site inspection. The National Wetlands Inventory identified no wetlands within 1.0 miles of the center of the tower (see page 12 of Attachment D). Although a wetland assessment was not performed as part of this investigation, normal buffer requirements of local and state regulations could apply to development activities, if wetlands are determined to be present.

FLOODPLAIN

Source – FIRM (6/16/2006)

The parent tract does not appear to lie within the 100-year or the 500-year flood zone. According to the Flood Insurance Rate Map (Panel 12001C270D) the proposed lease site lies within Zone X, which is defined by the Federal Emergency Management Agency (FEMA) as 'areas determined to be outside the 0.2% annual chance floodplain'. The proposed lease site and parent tract have a moderate to low risk of flooding (see page 10 of Attachment D).

SPECIAL AREA STUDY RESOURCE PROTECTION AREAS

Source – Alachua County Future Land Use Map 2030 (7/19/2010)

The proposed lease site is not located within a Special Areas Study Resource Protection Area.

STRATEGIC ECOSYSTEMS

Source – Alachua County Strategic Ecosystems (2/11/2008)

The proposed lease site is not located within or adjacent to a Strategic Ecosystem.

SIGNIFICANT HABITAT

Source – FWC Hotspots for Biodiversity; FWC Strategic Habitat Conservation Areas

No part of the parent tract or proposed lease site lies within a significant ecological area as defined by the Florida Fish and Wildlife Conservation Commission.

LISTED SPECIES AND LISTED SPECIES HABITATS

Source – Site Inspection; FNAI listings for Alachua County; FWC Bald Eagle Nesting Territories; FWC Wading Bird Rookery

No plant or animal species listed by State and Federal regulations as Endangered, Threatened, or Commercially Exploited were identified during the site inspection.

RECREATION/CONSERVATION/PRESERVATION LANDS

Source – Alachua County Future Land Use Map 2030 (7/19/2010)

No part of the proposed lease site or the parent tract is located within lands designated as Recreation/Conservation/Preservation on the 2030 Land Use Map.

SIGNIFICANT GEOLOGIC RESOURCES

Source – Site Inspection; Alachua County Future Land Use Map 2030; ACGM_sinkhole

No significant geologic resources were found on the property.

AQUIFER RECHARGE AREA

Source – ACGM_recharge map, ACGM_stream to sink map, USGS Topographic Quadrangle Map

The proposed lease site is located where the Floridan aquifer is identified as unconfined and/or thinly confined, and is located within a high vulnerability recharge area. No surface expressions of, or direct connections to, the Floridan aquifer were found on or adjacent to the property. The site is located approximately four miles west of Hogtown Creek. None of the property is located within a stream-to-sink drainage basin.

WELLFIELD PROTECTION AREA

Source – ACEPD, ACGM_wellfield

Neither the parent tract nor the proposed lease site is located within a wellfield protection zone.

WELLS

Source – Site inspection; FGDL_wsrp_private_wells

No public supply wells are located on the parent tract or the proposed lease site. Rural residences surrounding the parent tract likely have private water wells.

SOILS

Source – Alachua County Soils Map

One soil type occurs within the proposed lease site (see Figure 2). Kendrick Sand, 2 to 5 percent slopes, is a gently sloping, well drained soil in both small and large areas on the gently rolling uplands. These areas are mostly irregularly shaped or elongated and range from about 20 to 200 acres. Available water capacity is low in the surface and subsurface layers, medium in the upper 5 inches of the subsoil, and medium to high below this depth. Permeability is rapid in the surface and subsurface layers. Permeability is moderate to moderately rapid in the upper 5 inches of the subsoil, moderately slow to moderate in the next 42 inches, and slow in the lower 17 inches. Natural fertility is low in the sandy surface layer and medium in the loamy subsoil. Organic matter content is low to moderately low in the surface layer. The water table is more than 72 inches below the surface. Surface runoff is moderately slow.

MINERAL RESOURCE AREAS

Source – Alachua County Future Land Use Map 2030 (7/19/2010)

Neither the parent tract nor the proposed lease site is located within a mineral resource area as identified in the Alachua County Future Land Use Map.

TOPOGRAPHY/STEEP SLOPE

Source – Site Inspection; USGS Topographic Quadrangle Map

Topography of the proposed lease site is flat and elevation is approximately 95 feet above Mean Sea Level.

HISTORICAL AND PALEONTOLOGICAL RESOURCES

Source – Site inspection; ACGM_HistMark; ACGM_HistoricStructures

No cultural sites or other historical/archaeological resources are recorded on or immediately adjacent to the parent tract or the proposed lease site. There are no overt indications of human burials on the property and no buildings or building remains were observed during the site inspection.

HAZARDOUS MATERIALS STORAGE FACILITIES

Source – Phase I ESA (dated June 25, 2010)

According to a Phase I Environmental Site Assessment completed by Environmental Services, Inc., dated June 25, 2010, there was no listed hazardous waste storage facilities located on the parent tract or the proposed lease site.

CONTAMINATION (SOIL, SURFACE WATER, GROUNDWATER)

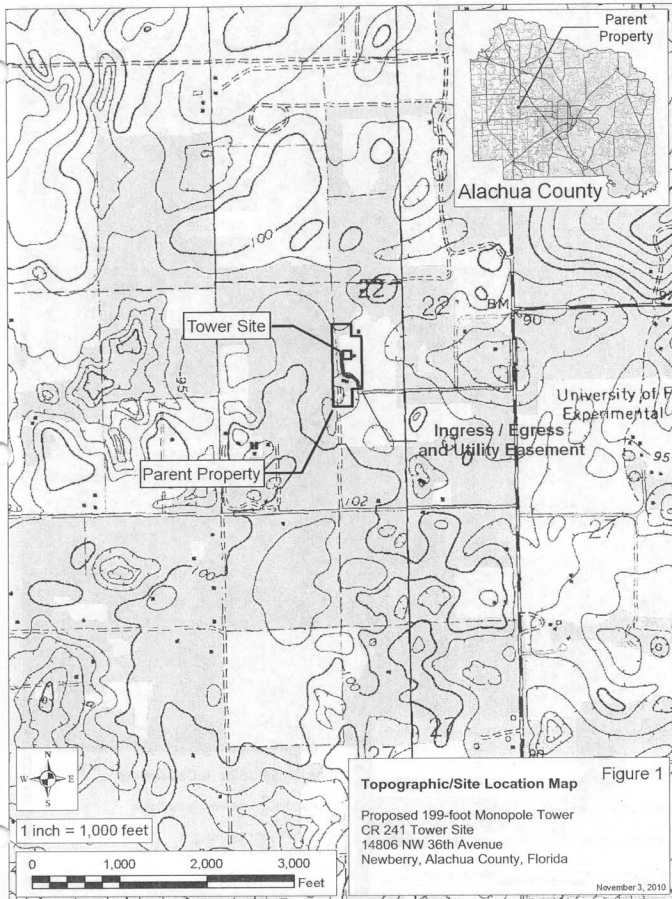
Source – Phase I ESA (dated June 25, 2010)

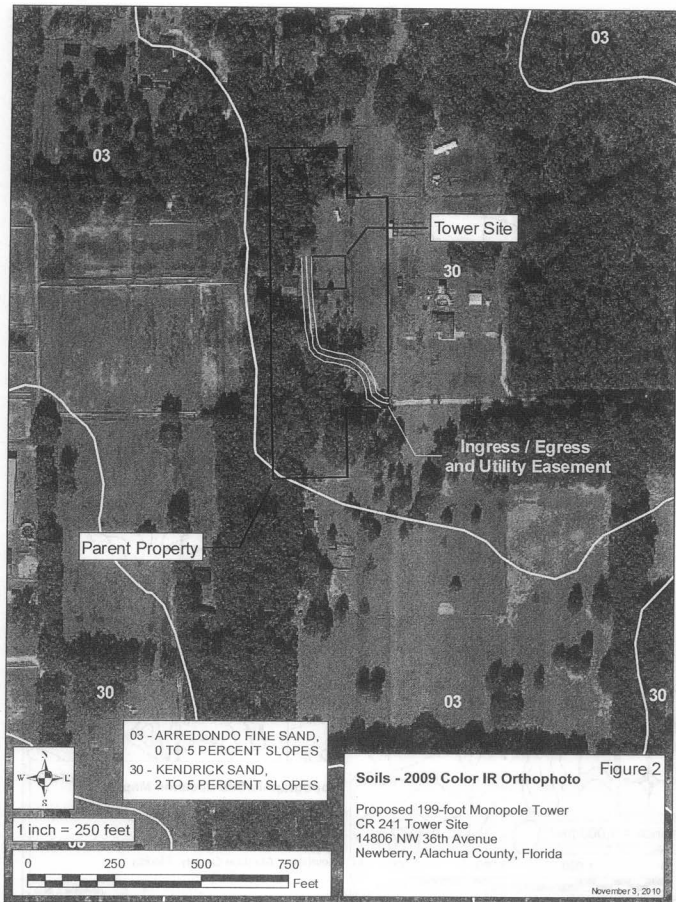
Although no soil, surface water, or groundwater sample analyses were conducted, Environmental Services, Inc. concluded that 'no suspect environmental conditions were identified as Recognized Environmental Conditions in connection with the property, and additional assessment of the *property* was not warranted.'

*Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida*

ATTACHMENT C

Figures





*Proposed 199-foot Monopole Tower
CR 241 Tower Site
14806 NW 36th Avenue
Newberry, Alachua County, Florida*

ATTACHMENT D

EDR NEPA Check Report

CR 241 Tower Site
14806 NW 36th Ave
Newberry, FL 32669

Inquiry Number: 2912278.1s
November 03, 2010

EDR NEPACheck®



440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR NEPACheck® DESCRIPTION

The National Environmental Policy Act of 1969 (NEPA) requires that Federal agencies include in their decision-making processes appropriate and careful consideration of all environmental effects and actions, analyze potential environmental effects of proposed actions and their alternatives for public understanding and scrutiny, avoid or minimize adverse effects of proposed actions, and restore and enhance environmental quality as much as possible.

The EDR NEPACheck provides information which may be used, in conjunction with additional research, to determine whether a proposed site or action will have significant environmental effect.

The report provides maps and data for the following items (where available). Search results are provided in the Map Findings Summary on page 2 of this report.

Section

Regulation

Natural Areas Map

• Federal Lands Data:

- Officially designated wilderness areas
- Officially designated wildlife preserves, sanctuaries and refuges
- Wild and scenic rivers
- Fish and Wildlife

47 CFR 1.1307(1)

47 CFR 1.1307(2)

40 CFR 6.302(e)

40 CFR 6.302

47 CFR 1.1307(3); 40 CFR 6.302

- Threatened or Endangered Species, Fish and Wildlife, Critical Habitat Data (where available)

Historic Sites Map

- National Register of Historic Places
- State Historic Places (where available)
- Indian Reservations

47 CFR 1.1307(4); 40 CFR 6.302

Flood Plain Map

- National Flood Plain Data (where available)

47 CFR 1.1307(6); 40 CFR 6.302

Wetlands Map

- National Wetlands Inventory Data (where available)

47 CFR 1.1307(7); 40 CFR 6.302

FCC & FAA Map

- FCC antenna/tower sites, FAA Markings and Obstructions, Airports, Topographic gradient

47 CFR 1.1307(8)

Key Contacts and Government Records Searched

MAP FINDINGS SUMMARY

The databases searched in this report are listed below. Database descriptions and other agency contact information is contained in the Key Contacts and Government Records Searched section on page 22 of this report.

TARGET PROPERTY ADDRESS

CR 241 TOWER SITE
14806 NW 36TH AVE
NEWBERRY, FL 32669

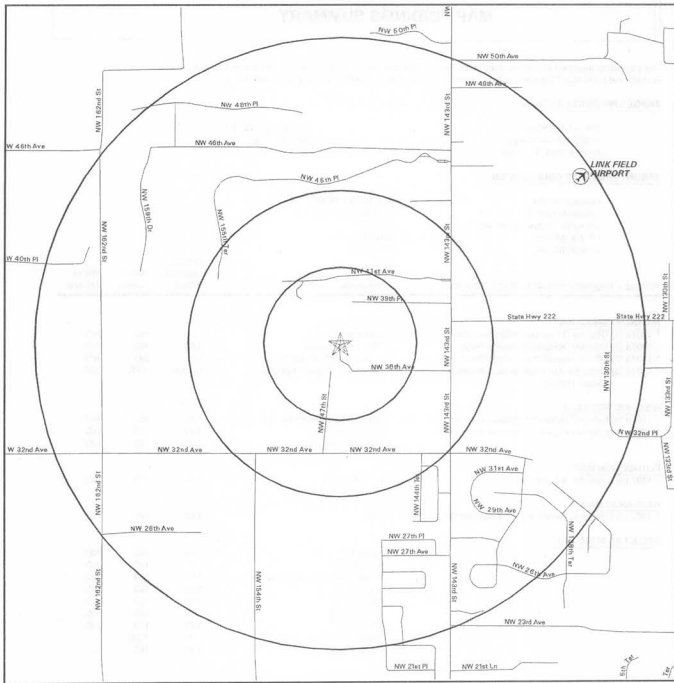
Inquiry #: 2912278.1s
Date: 11/3/10

TARGET PROPERTY COORDINATES

Latitude (North):	29.688200 - 29° 41' 17.5"
Longitude (West):	82.501999 - 82° 30' 7.2"
Universal Transverse Mercator:	Zone 17
UTM X (Meters):	354673.4
UTM Y (Meters):	3285001.0

Applicable Regulation from 47 CFR/FCC Checklist	Database	Search Distance (Miles)	Within Search	Within 1/8 Mile
NATURAL AREAS MAP				
1.1307a (1) Officially Designated Wilderness Area	US Federal Lands	1.00	NO	NO
1.1307a (2) Officially Designated Wildlife Preserve	US Federal Lands	1.00	NO	NO
1.1307a (2) Officially Designated Wildlife Preserve	FL Habitat Conservation	1.00	NO	NO
1.1307a (3) Threatened or Endangered Species or Critical Habitat	County Endangered Species	County	YES	N/A
HISTORIC SITES MAP				
1.1307a (4) Listed or eligible for National Register	National Register of Hist. Pla	1.00	NO	NO
1.1307a (4) Listed or eligible for National Register	FL Historic Sites	1.00	NO	NO
	Indian Reservation	1.00	NO	NO
FLOODPLAIN MAP				
1.1307 (6) Located in a Flood Plain	FLOODPLAIN	1.00	NO	NO
WETLANDS MAP				
1.1307 (7) Change in surface features (wetland fill)	NWI	1.00	NO	NO
FCC & FAA SITES MAP				
	Cellular	1.00	NO	NO
	4G Cellular	1.00	NO	NO
	Antenna Structure Registration	1.00	NO	NO
	Towers	1.00	NO	NO
	AM Antenna	1.00	NO	NO
	FM Antenna	1.00	NO	NO
	FAA DOF	1.00	NO	NO
	Airports	1.00	YES	—
	Power Lines	1.00	NO	—

Natural Areas Map



- | ★ Target Property | ◇ Locations |
|---|---|
|  Roads |  Federal Areas |
|  County Boundary |  Federal Linear Features |
|  Waterways |  State Areas |
|  Water |  State Linear Features |
|  Airports | |

SITE NAME: CR 241 Tower Site
ADDRESS: 14806 NW 36th Ave
Newberry FL 32669
LAT/LONG: 29.6882 / 82.5020

INQUIRY #: 2912278.1s
DATE: November 3, 2010

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NATURAL AREAS MAP FINDINGS

Endangered Species Listed for: ALACHUA County, FL.

Source: EPA Endangered Species Protection Program Database

BIRD: EAGLE, BALD
BIRD: JAY, FLORIDA SCRUB
BIRD: WOODPECKER, RED-COCKADED
BIRD: STORK, WOOD
CRUSTACEAN: SHRIMP, SQUIRREL CHIMNEY CAVE
REPTILE: SNAKE, EASTERN INDIGO

Map ID
Direction
Distance
Distance (ft.)

EDR ID
Database

No mapped sites were found in EDR's search of available government records within the search radius around the target property.

ORIGINAL PAGE IS OF A QUALITY POOR



- 22

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HISTORIC SITES MAP FINDINGS

Map ID
Direction
Distance
Distance (ft.)

EDR ID
Database

No mapped sites were found in EDR's search of available government records within the search radius around the target property.

UNMAPPABLE HISTORIC SITES

Due to poor or inadequate address information, the following sites were not mapped:

Status
EDR ID
Database

Refnum: 01000303
Resname: Lake Pithlachocco Canoe Site
Address: Address Restricted
Resource Type: Site
Number buildings: Not Reported
Number sites: 000001
Number structs: Not Reported
Number objects: Not Reported
Non-contrib bldg: Not Reported
Non-contrib sites: Not Reported
Non-contrib structs: Not Reported
Non-contrib objects: Not Reported
Primary Certification: Listed in the national register
Certification date: 20010327
Acreage: 6820
Alternate name: Not Reported
County: Alachua
City: Gainesville
Applicable Criteria: Information Potential
Areas of significance: Prehistoric
Current Function: Recreation and culture
Current Function: Landscape
Building Material: Wood
Alternate name: Newman's Lake Canoe Site
Alternate name: 8AL4792

Unmappable
01000303
National Register of Hist. Places

Refnum: 03000825
Resname: Liberty Hill Schoolhouse
Address: 7600 NW 23rd Ave.
Resource Type: Building
Number buildings: 000001
Number sites: Not Reported
Number structs: Not Reported
Number objects: Not Reported
Non-contrib bldg: 000001
Non-contrib sites: Not Reported
Non-contrib structs: Not Reported
Non-contrib objects: Not Reported
Primary Certification: Listed in the national register
Certification date: 20030828
Acreage: 38
Alternate name: Florida's Historic Black Public Schools MPS
County: Alachua
City: Gainesville
Applicable Criteria: Event

Unmappable
03000825
National Register of Hist. Places

UNMAPPABLE HISTORIC SITES

Due to poor or inadequate address information, the following sites were not mapped:

Status
EDR ID
Database

Applicable Criteria:	Architecture/Engineering
Areas of significance:	Architecture
Areas of significance:	Education
Areas of significance:	Black
Current Function:	Vacant/not in use
Building Material:	Brick
Building Material:	Wood
Building Material:	Metal
Alternate name:	AL04863

Unmappable
05001115
National Register of Hist. Places

Refnum:	05001115
Resname:	Shady Grove Primitive Baptist Church
Address:	804 S.W. Fifth St.
Resource Type:	Building
Number buildings:	000001
Number sites:	Not Reported
Number structs:	Not Reported
Number objects:	Not Reported
Non-contrib bldg:	Not Reported
Non-contrib sites:	Not Reported
Non-contrib structs:	Not Reported
Non-contrib objects:	Not Reported
Primary Certification:	Listed in the national register
Certification date:	20051005
Acreage:	9
Alternate name:	Not Reported
County:	Alachua
City:	Gainesville
Applicable Criteria:	Event
Applicable Criteria:	Architecture/Engineering
Areas of significance:	Architecture
Areas of significance:	Social history
Areas of significance:	Black
Current Function:	Religion
Building Material:	Concrete
Building Material:	Concrete
Building Material:	Asphalt
Building Material:	Concrete
Alternate name:	Primitive Baptist Church
Alternate name:	AL04893

Flood Plain Map



Major Roads
Contour Lines
Waterways
County Boundary
Airports

Power Lines
Pipe Lines
Fault Lines

Water
100-year flood zone
500-year flood zone
Electronic FEMA data available
Electronic FEMA data not available

SITE NAME: CR 241 Tower Site
ADDRESS: 14806 NW 36th Ave
Newberry FL 32669
LAT/LONG: 29.6882 / 82.5020

INQUIRY #: 2912278.1s
DATE: November 3, 2010

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FLOOD PLAIN MAP FINDINGS

Source: FEMA DFIRM Flood Data, FEMA Q3 Flood Data

County

FEMA flood data electronic coverage

ALACHUA, FL

YES

Flood Plain panel at target property:

12001C (FEMA DFIRM Flood data)

Additional Flood Plain panel(s) in search area:

None Reported

National Wetlands Inventory Map



- | | | | |
|---|-----------------|---|-------------|
|  | Major Roads |  | Power Lines |
|  | Contour Lines |  | Pipe Lines |
|  | Waterways |  | Fault Lines |
|  | County Boundary | | |
|  | Airports | | |

-  Water
 National Wetland Inventory
 State Wetlands
 Electronic NWI data available
 Electronic NWI data not available

SITE NAME: CR 241 Tower Site
ADDRESS: 14806 NW 36th Ave
Newberry FL 32669
LAT/LONG: 29.6882 / 82.5020

INQUIRY #: 2912278.1s
DATE: November 3, 2010

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WETLANDS MAP FINDINGS

Source: Fish and Wildlife Service NWI data

NWI hardcopy map at target property: Newberry
Additional NWI hardcopy map(s) in search area:
Gainesville West

Map ID
Direction
Distance
Distance (ft.)

Code and Description*

Database

No Sites Reported.

WETLANDS CLASSIFICATION SYSTEM

National Wetland Inventory Maps are produced by the U.S. Fish and Wildlife Service, a sub-department of the U.S. Department of the Interior. In 1974, the U.S. Fish and Wildlife Service developed a criteria for wetland classification with four long range objectives:

- to describe ecological units that have certain homogeneous natural attributes,
- to arrange these units in a system that will aid decisions about resource management,
- to furnish units for inventory and mapping, and
- to provide uniformity in concepts and terminology throughout the U.S.

High altitude infrared photographs, soil maps, topographic maps and site visits are the methods used to gather data for the productions of these maps. In the infrared photos, wetlands appear as different colors and these wetlands are then classified by type. Using a hierarchical classification, the maps identify wetland and deepwater habitats according to:

- system
- subsystem
- class
- subclass
- modifiers

(as defined by Cowardin, et al. U.S. Fish and Wildlife Service FWS/OBS 79/31, 1979.)

The classification system consists of five systems:

1. marine
2. estuarine
3. riverine
4. lacustrine
5. palustrine

The marine system consists of deep water tidal habitats and adjacent tidal wetlands. The riverine system consists of all wetlands contained within a channel. The lacustrine systems includes all nontidal wetlands related to swamps, bogs & marshes. The estuarine system consists of deepwater tidal habitats and where ocean water is diluted by fresh water. The palustrine system includes nontidal wetlands dominated by trees and shrubs and where salinity is below .5% in tidal areas. All of these systems are divided in subsystems and then further divided into class.

National Wetland Inventory Maps are produced by transferring gathered data on a standard 7.5 minute U.S.G.S. topographic map. Approximately 52 square miles are covered on a National Wetland Inventory map at a scale of 1:24,000. Electronic data is compiled by digitizing these National Wetland Inventory Maps.

SYSTEM

MARINE

SUBSYSTEM

1 - SUBTIDAL

2 - INTERTIDAL

CLASS

RB-ROCK
BOTTOMUB-UNCONSOLIDATED
BOTTOM

AB-AQUATIC BED

RF-REEF

OW-OPEN WATER /
Unknown Bottom

AB-AQUATIC BED

RF-REEF

RS-ROCKY SHORE

US-UNCONSOLIDATED
SHORE

Subclass

1 Bedrock
2 Rubble1 Cobble-Gravel
2 Sand
3 Mud
4 Organic1 Algal
3 Rooted Vascular
5 Unknown
Submergent1 Coral
3 Worm1 Algal
3 Rooted Vascular
5 Unknown Submergent1 Coral
3 Worm1 Bedrock
2 Rubble1 Cobble-Gravel
2 Sand
3 Mud
4 Organic

SYSTEM

E - ESTUARINE

SUBSYSTEM

1 - SUBTIDAL

CLASS

RB-ROCK
BOTTOMUB-UNCONSOLIDATED
BOTTOM

AB-AQUATIC BED

RF-REEF

OW-OPEN WATER /
Unknown Bottom

Subclass

1 Bedrock
2 Rubble1 Cobble-Gravel
2 Sand
3 Mud
4 Organic1 Algal
3 Rooted Vascular
4 Floating Vascular
5 Unknown Submergent
6 Unknown Surface2 Mollusk
3 Worm

SUBSYSTEM

2 - INTERTIDAL

CLASS

AB-AQUATIC BED

RF-REEF

SB - STREAMBED

RS-ROCKY SHORE

US-UNCONSOLIDATED
SHORE

EM-EMERGENT

SS-SCRUB SHRUB

FO-FORESTED

Subclass

1 Algal
3 Rooted Vascular
4 Floating Vascular
5 Unknown Submergent
6 Unknown Surface2 Mollusk
3 Worm1 Cobble- Gravel
2 Sand
3 Mud
4 Organic1 Bedrock
2 Rubble1 Cobble- Gravel
2 Sand
3 Mud
4 Organic1 Persistent
2 Nonpersistent1 Broad-Leaved
Deciduous
2 Needle-Leaved
Deciduous
3 Broad-Leaved
Evergreen
4 Needle-Leaved
Evergreen1 Broad-Leaved
Deciduous
2 Needle-Leaved
Deciduous
3 Broad-Leaved
Evergreen
4 Needle-Leaved
Evergreen5 Dead
6 Deciduous
7 Evergreen5 Dead
6 Deciduous
7 Evergreen

SYSTEM

R - RIVERINE

SUBSYSTEM

	1 - TIDAL	2 - LOWER PERENNIAL	3 - UPPER PERENNIAL	4 - INTERMITTENT	5 - UNKNOWN PERENNIAL	
CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	*SB-STREAMBED	AB-AQUATIC BED	RS-ROCKY SHORE	US-UNCONSOLIDATED SHORE
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Bedrock 2 Rubble 3 Cobble-Gravel 4 Sand 5 Mud 6 Organic 7 Vegetated	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated
						**EM-EMERGENT
						OW-OPEN WATER/ Unknown Bottom
						2 Nonpersistent

* STREAMBED is limited to TIDAL and INTERMITTENT SUBSYSTEMS, and comprises the only CLASS in the INTERMITTENT SUBSYSTEM.

**EMERGENT is limited to TIDAL and LOWER PERENNIAL SUBSYSTEMS.

SYSTEM

L - LACUSTRINE

SUBSYSTEM

	1 - LIMNETIC			
CLASS	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	OW-OPEN WATER/ Unknown Bottom
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	

SUBSYSTEM

2 - LITTORAL

	RB-ROCK BOTTOM	UB-UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	RS-ROCKY SHORE	US-UNCONSOLIDATED SHORE	EM-EMERGENT	OW-OPEN WATER/ Unknown Bottom
CLASS							
Subclass	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown Submergent 6 Unknown Surface	1 Bedrock 2 Rubble	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated	2 Nonpersistent	

SUBSYSTEM

P - PALUSTRINE

CLASS	RB--ROCK BOTTOM	UB--UNCONSOLIDATED BOTTOM	AB-AQUATIC BED	US--UNCONSOLIDATED SHORE	ML--MOSS- LICHEN	EM--EMERGENT	SS--SCRUB-SHRUB	FO--FORESTED	OW--OPEN WATER/ Unknown
Bottom									
Subclass	1 Bedrock 2 Rubble 3 Mud 4 Organic	1 Cobble-Gravel 2 Sand	1 Algal 2 Aquatic Moss 3 Rooted Vascular 4 Floating Vascular 5 Unknown 6 Unknown Surface	1 Cobble-Gravel 2 Sand 3 Mud 4 Organic 5 Vegetated	1 Moss 2 Lichen	1 Persistent 2 Nonpersistent	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	1 Broad-Leaved Deciduous 2 Needle-Leaved Deciduous 3 Broad-Leaved Evergreen 4 Needle-Leaved Evergreen 5 Dead 6 Deciduous 7 Evergreen	

MODIFIERS

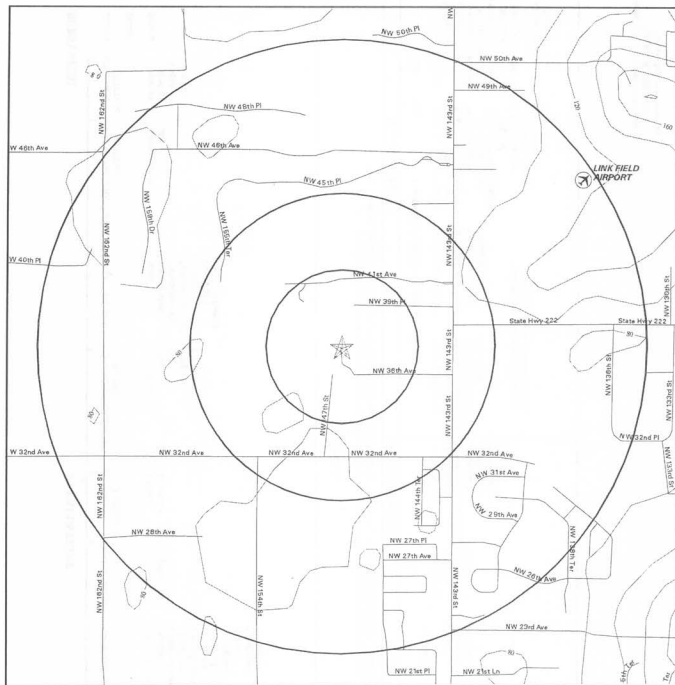
In order to more adequately describe wetland and deepwater habitats one or more of the water regime, water chemistry, soil, or special modifiers may be applied at the class or lower level in the hierarchy. The farmed modifier may also be applied to the ecological system.

WATER REGIME				WATER CHEMISTRY			SOIL	SPECIAL MODIFIERS
Non-Tidal	Tidal	Coastal	Inland	Salinity	pH	Modifiers for		
A Temporarily Flooded	H Permanently Flooded	K Artificially Flooded	*S Temporary-Tidal	1 Hyperhaline	7 Hypersaline	all Fresh Water	g Organic	b Beaver
B Saturated	J Intermittently Flooded	L Subtidal	*R Seasonal-Tidal	2 Euhaline	8 Euhaline	a Acid	n Mineral	d Partially Drained/Ditched
C Seasonally Flooded	K Artificially Flooded	M Irregularly Exposed	*T Semipermanent-Tidal	3 Mixohaline (Brackish)	9 Mixohaline	t Circumneutral		f Farmed
D Seasonally Flooded/ Well Drained	W Intermittently Flooded/Temporary	N Regularly Flooded	V Permanent-Tidal	4 Polyhaline	0 Fresh	i Alkaline		h Diked/Impounded
E Seasonally Flooded/ Saturated	Y Saturated/Semipermanent/ Seasonal	P Irregularly Flooded	U Unknown	5 Mesohaline				r Artificial Substrate
F Semipermanently Flooded	Z Intermittently Exposed/Permanent			6 Oligohaline				s Spoil
G Intermittently Exposed	U Unknown			0 Fresh				x Excavated

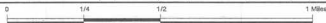
*These water regimes are only used in tidally influenced, freshwater systems.

Source: U.S. Department of the Interior
Fish and Wildlife Service
National Wetlands Inventory

FCC & FAA Sites Map



- Streets
- Contour Lines
- County Boundary
- Waterways
- Power Lines
- Water
- Airports



SITE NAME: CR 241 Tower Site
 ADDRESS: 14806 NW 36th Ave
 Newberry FL 32669
 LAT/LONG: 29.6882 / 82.5020

INQUIRY #: 2912278.1s
 DATE: November 3, 2010

TC2912278.1s Page 17 of 28

FCC & FAA SITES MAP FINDINGS TOWERS

Map ID
Direction
Distance
Distance (ft.)

EDR ID
Database

No Sites Reported.

FCC & FAA SITES MAP FINDINGS

AIRPORTS

EDR ID
Database

AIR03109
AIRPORTS

Rec type:	APT
Site number:	03010.1*A
Airport type:	AIRPORT
State:	FLORIDA
County:	ALACHUA
City:	ALACHUA
Facility:	LINK FIELD
Owner type:	PR
Use:	PR
Owner:	RONALD SHEMA/DAVID MILLER
Owner address:	PO BOX 13833
City/State:	GAINESVILLE, FL 32604-1833
Phone:	Not Reported
Mgmt name:	RUSSELL M. FULMER SR
Mgmt address:	ROUTE 1 BOX 393
Mgmt city:	TRENTON, FL 32693
Mgmt phone:	Not Reported
Latitude:	29-41-46.000N
Longitude:	082-29-20.000W
Latlong method:	E
Elev ft:	100
Elev method:	E
Aero chart:	JACKSONVILLE
Dist from Biz:	06
Dirac from Biz:	N
Date Active:	Not Reported
Date Certified:	Not Reported
Fed agreements:	Not Reported
Intl airport?:	Not Reported
Customs airport?:	Not Reported
Inspection Method:	2
Inspected by:	N
Last inspected:	Not Reported
Attendance:	UNATNDD
Lighting:	Not Reported
Atc tower?:	N
Beacon color:	Not Reported
Land fee:	N
Single engine:	002
Multi engine:	Not Reported
Jet engines:	Not Reported
Helicopters:	Not Reported
Glider:	Not Reported
Military:	Not Reported
Ulight air:	Not Reported
Commercial:	Not Reported
Air taxi:	Not Reported
Local ops:	Not Reported
Edr id:	AIR03109
Rec type:	RWY

FCC & FAA SITES MAP FINDINGS AIRPORTS

EDR ID
Database

Lf site nu:	03010.1*A
Runway id:	18/36
Runway length:	2290
Runway width:	70
Surface:	TURF
Lights intensity:	Not Reported
Base end id:	18
Markings:	Not Reported
Latitude:	Not Reported
Longitude:	Not Reported
Elevation:	Not Reported
Approach lights:	Not Reported
End lights:	Not Reported
Centerline lights:	Not Reported
Touchdown lights:	Not Reported
Recip end id:	36
Recip markings:	Not Reported
Recip lat:	Not Reported
Recip long:	Not Reported
Recip elev:	Not Reported
Reci app lights:	Not Reported
Reci end lights:	Not Reported
Reci center lights:	Not Reported
Recip td lights:	Not Reported

FCC & FAA SITES MAP FINDINGS POWERLINES

EDR ID
Database

No Sites Reported.

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

Various Federal laws and executive orders address specific environmental concerns. NEPA requires the responsible offices to integrate to the greatest practical extent the applicable procedures required by these laws and executive orders. EDR provides key contacts at agencies charged with implementing these laws and executive orders to supplement the information contained in this report.

NATURAL AREAS

Officially designated wilderness areas

Government Records Searched in This Report

FED_LAND: Federal Lands

Source: USGS

Telephone: 703-648-5094

Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.

- National Parks

- Forests

- Monuments

- Wildlife Sanctuaries, Preserves, Refuges

- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

National Park Service, Southeast Region

100 Alabama Street SW, 1924 Building

Atlanta, GA 30303

404-562-3100

USDA Forest Service, Southern

1720 Peachtree Road, N.W.

Atlanta, GA 30367

404-347-2384

BLM - Eastern States Office

7450 Boston Blvd.

Springfield, VA 22153

703-440-1713

Fish & Wildlife Service, Region 4

Budget and Finance 1875 Century Boulevard

Atlanta, GA 30345

404-679-4096

Officially designated wildlife preserves, sanctuaries and refuges

Government Records Searched in This Report

FED_LAND: Federal Lands

Source: USGS

Telephone: 703-648-5094

Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.

- National Parks

- Forests

- Monuments

- Wildlife Sanctuaries, Preserves, Refuges

- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

FL Habitat Conservation: Strategic Habitat Conservation Areas
Privately owned lands recommended as minimums that should be protected to meet term habitat needs of most of Floridas biodiversity
Source: Dept. of Env. Protection.
Telephone: 850-224-8207

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

State Contacts for Additional Information

Game & Fresh Water Fish Commission 850-488-2975

Wild and scenic rivers

Government Records Searched in This Report

FED_LAND: Federal Lands

Source: USGS

Telephone: 703-648-5094

Federal data from Bureau of Land Management, National Park Service, Forest Service, and Fish and Wildlife Service.

- National Parks

- Forests

- Monuments

- Wildlife Sanctuaries, Preserves, Refuges

- Federal Wilderness Areas.

Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

Endangered Species

Government Records Searched in This Report

Endangered Species Protection Program Database

A listing of endangered species by county.

Source: Environmental Protection Agency

Telephone: 703-305-5239

Federal Contacts for Additional Information

Fish & Wildlife Service, Region 4
Budget and Finance 1875 Century Boulevard
Atlanta, GA 30345
404-679-4096

State Contacts for Additional Information

Natural Areas Inventory 850-224-8207

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

LANDMARKS, HISTORICAL, AND ARCHEOLOGICAL SITES

Historic Places

Government Records Searched in This Report

National Register of Historic Places:

The National Register of Historic Places is the official federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture. These contribute to an understanding of the historical and cultural foundations of the nation.

The National Register includes:

- All prehistoric and historic units of the National Park System;
- National Historic Landmarks, which are properties recognized by the Secretary of the Interior as possessing national significance; and
- Properties significant in American, state, or local prehistory and history that have been nominated by State Historic Preservation Officers, federal agencies, and others, and have been approved for listing by the National Park Service.

Date of Government Version: 03/23/2006

FL Historic Sites: Historical Markers of Florida

Source: Office of Cultural and Historical Programs.

Telephone: (850) 245-6300

Federal Contacts for Additional Information

Park Service; Advisory Council on Historic Preservation

1849 C Street NW

Washington, DC 20240

Phone: (202) 208-6843

State Contacts for Additional Information

Div. Of Historical Resources, Dept. of State 850-487-2333

Indian Religious Sites

Government Records Searched in This Report

Indian Reservations:

This map layer portrays Indian administrated lands of the United States that have any area equal to or greater than 640 acres.

Source: USGS

Phone: 888-275-8747

Date of Government Version: 12/31/2005

Federal Contacts for Additional Information

Department of the Interior- Bureau of Indian Affairs

Office of Public Affairs

1849 C Street, NW

Washington, DC 20240-0001

Office: 202-208-3711

Fax: 202-501-1516

National Association of Tribal Historic Preservation Officers

1411 K Street NW, Suite 700

Washington, DC 20005

Phone: 202-628-8476

Fax: 202-628-2241

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

State Contacts for Additional Information

A listing of local Tribal Leaders and Bureau of Indian Affairs Representatives can be found at:
<http://www.doi.gov/bia/areas/agency.html>

Eastern Area Office, Bureau of Indian Affairs
3701 N. Fairfax Drive Mail Stop 260-VASQ
Arlington, VA 22203
703-235-2571

Scenic Trails

State Contacts for Additional Information

Florida Trail Association
5415 SW 13th Street P.O. Box 13708
Gainesville, Florida 32604-1708
352-378-8823

FLOOD PLAIN, WETLANDS AND COASTAL ZONE

Flood Plain Management

Government Records Searched in This Report

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2009 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

Federal Contacts for Additional Information

Federal Emergency Management Agency 877-3362-627

State Contacts for Additional Information

Division of Emergency Management 850-413-9969

Wetlands Protection

Government Records Searched in This Report

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2004 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

Federal Contacts for Additional Information

Fish & Wildlife Service 813-570-5412

State Contacts for Additional Information

Game & Fresh Water Fish Commission 850-488-2975

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

Coastal Zone Management

Government Records Searched in This Report

CAMA Management Areas

Dept. of Env., Health & Natural Resources
919-733-2293

Federal Contacts for Additional Information

Office of Ocean and Coastal Resource Management
N/ORM, SSMC4
1305 East-West Highway
Silver Spring, Maryland 20910
301-713-3102

State Contacts for Additional Information

Coastal Management Program, Dept. of Community Affairs 904-922-5438

FCC & FAA SITES MAP

For NEPA actions that come under the authority of the FCC, the FCC requires evaluation of Antenna towers and/or supporting structures that are to be equipped with high intensity white lights which are to be located in residential neighborhoods, as defined by the applicable zoning law.

Government Records Searched in This Report

Cellular

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

4G Cellular

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

Antenna Structure Registration

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

Towers

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

AM Antenna

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

FM Antenna

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
888-225-5322

FAA Digital Obstacle File

Federal Aviation Administration (FAA)
1305 East-West Highway, Station 5631
Silver Spring, MD 20910-3281
Telephone: 301-713-2817

Describes known obstacles of interest to aviation users in the US. Used by the Federal Aviation Administration (FAA) and the National Oceanic and Atmospheric Administration to manage the National Airspace System.

Airport Landing Facilities

Federal Aviation Administration
Telephone (800) 457-6656
Private and public use landing facilities.

Electric Power Transmission Line Data

Rextag Strategies Corp.
14405 Walters Road, Suite 510
Houston, TX 77014
281-769-2247
U.S. Electric Transmission and Power Plants systems Digital GIS Data.

Excessive Radio Frequency Emission

For NEPA actions that come under the authority of the FCC, Commission actions granting construction permits, licenses to transmit or renewals thereof, equipment authorizations or modifications in existing facilities, require the determination of whether the particular facility, operation or transmitter would cause human exposure to levels of radio frequency in excess of certain limits.

Federal Contacts for Additional Information

Office of Engineering and Technology
Federal Communications Commission
445 12th Street SW
Washington, DC 20554
Phone: 202-418-2470

OTHER CONTACT SOURCES

NEPA Single Point of Contact

State Contacts for Additional Information
Florida State Clearinghouse
Department of community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
850-922-5438

KEY CONTACTS & GOVERNMENT RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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WORKSHOP MINUTES

DATE: November 18, 2010

TIME: 6:00 PM to 7:00 PM

LOCATION: Best Western Gateway Grand
San Felasco Meeting Room
4200 NW 97th Blvd.
Gainesville, Florida 32606

PURPOSE: Alachua County, Neighborhood Workshop

SUBJECT: Application for a SUP in association with a PWSF.

Prior to the call to order, attendees were asked to Sign-In on the sheets provided (see attached). Project information was presented on tables at the front of the room. Included was the Master Development Plan; compound improvement plan; Tower Elevation plan and photo simulations.

Jerry Muldowney, P.E., the project's design engineer, called the Workshop to Order at approximately 6:05 PM. Three members of the general public were present. Two of those present were adjoining property owners.

Mr. Muldowney opened the Workshop with a short presentation which first addressed the purpose of the Workshop and the County's desire to make sure the local residents were properly informed as to what was being proposed and the anticipated public hearing dates.

Mr. Muldowney then provided information in connection with the site acquisition process which detailed how the property in question came to be selected by the applicant. The presentation then provided the participants with information regarding: the type of tower being proposed; the proposed tower height and the FAA navigational hazard lighting requirements; the co-location opportunities provided by the proposed PWSF; the photo simulation methodology was discussed together with the individual view points.

The floor was then opened to general discussion:

Ms. Myers voiced a concern about the ability to see the tower facility outside the window of her house. She also voiced a concern that her property value might be negatively impacted by the proposed development. Ms. Myers indicated that she would like to see information concerning the last three towers built in Alachua County and their affect on surrounding property values.

Mr. Muldowney indicated that the applicant did not have this information. He informed the workshop participants that they could contact Missy Daniels at the County to discuss the Application. Mr. Muldowney stated that he had never seen conclusive evidence regarding affected property values. He stated that a nearby tower site might have the affect of prolonging the sale period of a property.

Mr. Muldowney went on to discuss various buffering techniques which could be used to buffer Ms. Myers' window views from the tower facility. Ms. Myers indicated that she maintained horse pasture around her dwelling and did not want any landscape buffers planted between her house and the tower facility.

Ms. Myers asked why the facility was not being located at the Church or some other commercial property. She was informed that the church was contacted, that they did show an interest at first, but were unable to reach an agreement with the developer. Ms. Myers was informed that there were no commercial properties located within the RF Search Ring.

Mr. Hoover then asked about the affect of the tower on TV reception. Mr. Hoover was informed that his cable/digital TV signal would not be affect by the tower transmissions.

Ms. Myers then stated no need to worry about a buffer because the entire area was going downhill and she would like to sell her property and move away.

Mr. Muldowney advised the group that they should not bother attempting to discuss health concerns in the public hearing because this was one area of concern that the Boards could not consider. He advised that a discussion regarding impacted aesthetics could be considered by the Boards.

There was no more discussion.

The Workshop ended at 6:35 PM.

Minutes Prepared by:


Gerald A. Muldowney, P.E.

11/19/10
Date

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or printed text on the paper.

**CR 241
PERSONAL WIRELESS SERVICES
FACILITY**

NEIGHBORHOOD MEETING

You're invited to attend a Neighborhood Workshop to discuss the proposed construction of a Personal Wireless Services Facility, referred to as the CR 241 Wireless Telecommunications Co-Location Facility Project. The purpose of the neighborhood meeting is to inform neighboring property owners about the nature of the proposal and to seek written and verbal comments. We look forward to seeing you there.

PROJECT INFORMATION:

Project Name: CR 241 Wireless Telecommunications Co-Location Facility
Applicant: TowerCOM III, LLC.

Physical Site Address:

14806 NW 36th Ave, Newberry,
Florida 32669

Acreage:

Approximately 0.23 acres

Site Directions: From the intersection of NW 39th Ave. with I-75, travel west on NW 39th avenue to CR 241. Turn left (south) on CR 241 and travel South 0.2 mi± to NW 36th ave. turn right (west) and travel west 0.3 mi±. the site is on the right (north) side of the road.

Project Description: Proposal for a Special Use Permit (as described in the Alachua County Land Development Code) to construct a Personal Wireless Services Facility comprised of a 199' Monopole Communications Tower and associated ground improvements.

NEIGHBORHOOD MEETING

Date: Thursday, November 18, 2010

Time: 6:00 P.M. - 7:30 P.M.

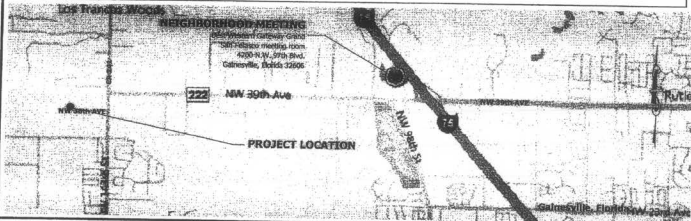
Place: Best Western Gateway Grand
San Felasco meeting room
4200 N.W. 97th Blvd.
Gainesville, Florida 32606
Phone: (352) 331-3336

Parcel No.: Portion of 04178-003-000

Current Zoning Category: "A" (Agriculture)

Current Land Use Designation: Single Family/Pasture

Proposed Application: Special Use Permit



More information:

For additional information regarding the Special Use Permit Application Procedure, please contact the Alachua County Growth Management Department @ (352) 374-5249.

For more information regarding the meeting or proposed project, please contact Jerry Muldowney at Dynan Group, Inc., Ph: (352) 378-1511 or email gam@dynangroup.com.

Affected parties may submit additional comments or evidence prior to the meeting or at the Public Hearing to be held at a later date.

TowerCom

CR 241 **Alachua County, Florida** **PROPOSED 190' MONOPOLE** **TOWER**

PHOTOGRAPHIC SIMULATIONS
May, 2010

Prepared by:

DYNAN GROUP
INC.



6250 N.W. 23rd Street, Suite 14, Gainesville, FL 32653
(352) 378-1511

Fax: (352) 378-4679

CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

CR 241

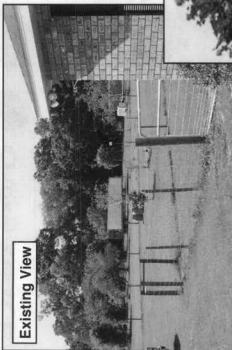
AERIAL MAP OF VICINITY



VIEW A  Denotes Site Views

 Denotes Proposed 190' Monopole Tower

Existing View



TowerCom

CR-241 - VIEW 'A'

Proposed Monopole Tower

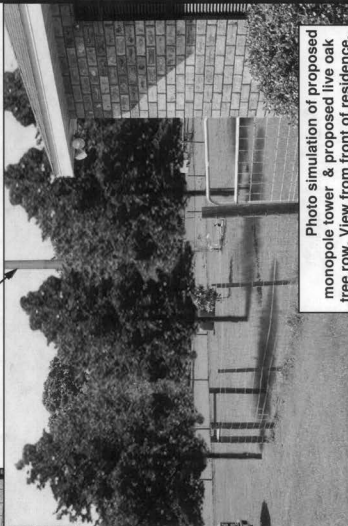


Photo simulation of proposed monopole tower & proposed live oak tree row. View from front of residence.

Proposed Live Oak Tree Row



P.O. Box 1100, Boone, North Carolina 28607
(828) 292-3333

FAX: (828) 297-2696
Civil Engineers and Land Surveyors

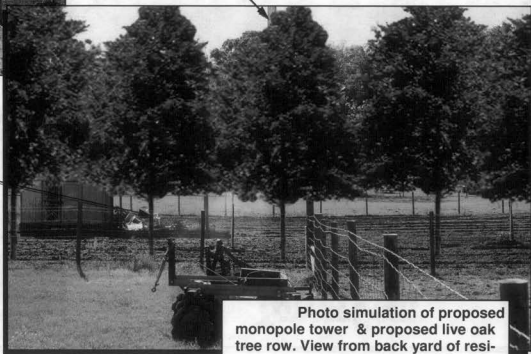
Existing View



TowerCom

CR-241 - VIEW 'B'

Proposed Monopole
Tower



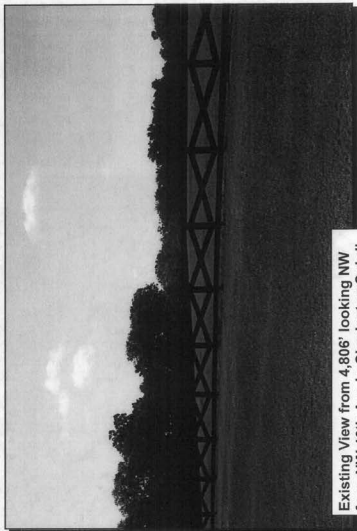
Proposed Live
Oak Tree Row

Photo simulation of proposed
monopole tower & proposed live oak
tree row. View from back yard of resi-
dence.

DYNAN GROUP 
INC.
P.O. Box 1100, Boone, North Carolina 28607
(828) 297-3333 FAX (828) 297-9096
Civil Engineers and Land Surveyors

TowerCom

CR-241 - VIEW 'A'



Line of Sight to
Proposed Tower



Existing View from 4,806' looking NW
from NW 46th Ave in Charleston Subdi-
vision. Proposed tower not visible.



DYNAN GROUP
INC.

6450 N.W. 24th Street, Suite 14, Gainesville, FL 32653

Phone: (352) 378-4679

(352) 378-1851

Civil, Structural and Land Surveyors

TowerCom

CR-241 - VIEW 'B'



Existing View from 2,348' looking SW from sidewalk on west side of NW 39th Ave near entrance to First Baptist Church. Proposed tower not visible.

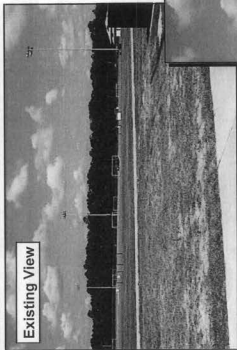
DYNAN GROUP
INC.

6250 N.W. 23rd Street, Suite 14, Gainesville, FL 32653
(352) 378-1511

Fax: (352) 378-4679

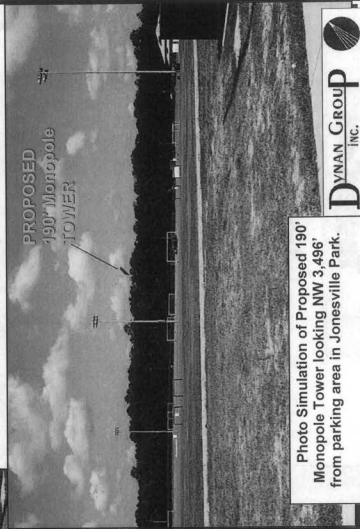
CIVIL, ENGINEERS AND LAND SURVEYORS

Existing View



TowerCom

CR-241 - VIEW 'C'



Line of Sight to
Proposed Tower



Photo Simulation of Proposed 190'
Monopole Tower looking NW 3,496'
from parking area in Jonesville Park.



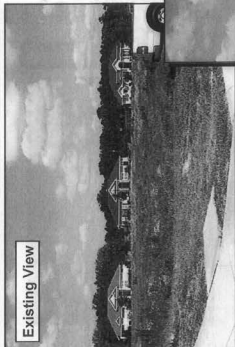
DYNAN GROUP
INC.

6250 NW 23rd Street, Suite 4, Columbus, FL 32503
Phone: (904) 378-4579

(904) 378-1811

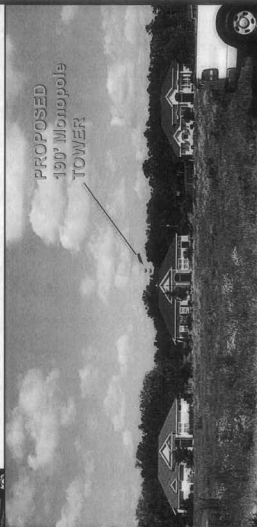
Civil, Structural and Load Simulations

Existing View



TowerCom

CR-241 - VIEW 'D'



PROPOSED
190' Monopole
TOWER

Line of Sight to
Proposed Tower



Photo Simulation of Proposed 190'
Monopole Tower looking NW 3,618'
from cul de sac on NW 30th Ave. in
Turnberry Lake Subdivision.

DYNAN Group
INC.

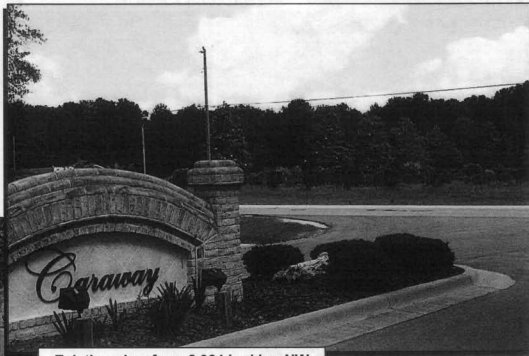
6520 NW 25th Street, Suite 100, Gainesville, FL 32603
(352) 378-1511 Fax: (352) 378-4079

CIVIL, ENGINEERING AND LAND SURVEYING

TowerCom

CR-241 - VIEW 'E'

Line of Sight to
Proposed Tower



Existing view from 2,324 looking NW
from entrance to Caraway subdivision
on NW 32nd Ave.
Proposed Tower not visible.

DYNAN GROUP
INC.

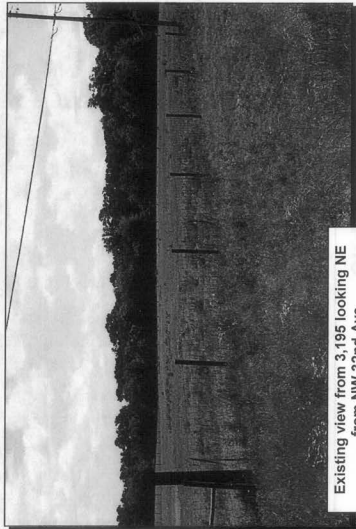


6250 N.W. 23rd Street, Suite 14, Gainesville, FL 32653
(352) 378-1511 Fax: (352) 378-6679

CIVIL ENGINEERS AND LAND SURVEYORS

TowerCom

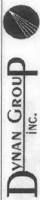
CR-241 - VIEW 'F'



Line of Sight to
Proposed Tower



Existing view from 3,195 looking NE
from NW 32nd Ave.
Proposed Tower not visible.



4000 N.W. 23rd Street, Suite 14, Columbia, FL 34405
(351) 278-1511 Fax: (351) 278-4579

Civil, Structural and Land Surveyors

Existing View



TowerCom

CR-241 - VIEW 'G'

PROPOSED
190' Monopole
TOWER

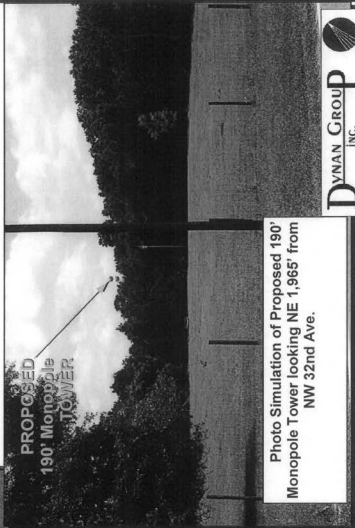


Photo Simulation of Proposed 190'
Monopole Tower looking NE 1,965' from
NW 32nd Ave.

Line of Sight to
Proposed Tower



DYNAN Group
INC.

6250 N.W. 23rd Street, Suite 14, Colangelo, FL 32653

PH: (352) 378-4579

FAX: (352) 378-1811

Civil, Structural and Land Services

DYNAN GROUP INC.

6250 N.W. 23rd Street, Suite 14, Gainesville, Florida 32653
(352) 378-1511 FAX: (352) 378-4679



Civil Engineers, Land Surveyors

May 25, 2010

Re: Balloon Test Certification
TowerCom III, L.L.C.
CR 241
Proposed Telecommunications Facility
Alachua County, Florida

To Whom It May Concern:

10:00 AM and 11:40 PM, we positioned a five-foot diameter weather balloon at approximately 190 feet, +/- 10 feet, above ground level at Latitude 29° 41' 16.5" North and Longitude 82° 30' 06.6" West.

Please contact at me at 352-378-1511 if we can provide additional information.

Dynan Group, Inc.

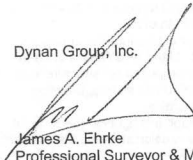

James A. Ehrke
Professional Surveyor & Mapper
Florida License No. 6053





PHOTO SIMULATION METHODOLOGY

The process used to generate the enclosed photo simulation is a quantitative approach, which precisely creates the effect or anticipated visual impact of proposed tall structures.

The computations utilized to prepare the simulation are based on the theory of photogrammetry, which is the science of measurement by means of photographs. The scale and position of objects in photographs vary according to the distance and position of the corresponding actual objects relative to the camera. The photogrammetric relationship between height and distance is an inverse proportionate relationship.

When necessary, both horizontal and oblique photographs are utilized to control the accurate placement of the simulated tall structure within the target photograph. The height of the proposed tall structure in the target photograph is based on data obtained from a certified balloon test performed at the proposed site.

Both reference photographs and target photographs are produced on 35 mm film utilizing a fixed 50 mm camera lens. A 50 mm camera lens is used because when combined with a 35 mm film format, it is considered to best approximate the viewpoint of the human eye.

The procedure utilized to produce our photo simulations is listed below:

- Reference photographs are taken of existing similar tall structures with known or measured heights, at a known distance from the tall structure.
- Target photographs are taken of the proposed tall structure location during a certified balloon test from various points of interest. Hand held GPS is used to determine the distance from the camera lens to the proposed tall structure location.
- Photographs are developed digitally and are up-loaded into an image-editing program, which is utilized to generate the photo simulation.
- Based on reference photograph and target photograph intelligence, the pictorial height and placement of the simulated tall structure is calculated and placed within the target photograph.
- All target photographs are printed and checked utilizing a direct scale method.

TOWERCOM III, L.L.C.

COUNTY ROAD 241

WIRELESS TELECOMMUNICATIONS FACILITY

PROPOSED 199' MONOPOLE TOWER STRUCTURE WITH
ANTENNAS, LIGHTNING ROD AND GROUND EQUIPMENT

FINAL DEVELOPMENT PLANS

DIRECTION TO SITE FROM JACKSONVILLE, FL:

FROM THE INTERSECTION I-295 AND I-95, TAKE I-95 WEST TO US 301 (EXIT 343). TURN RIGHT ON US 301 AND TRAVEL SOUTH 37 MILES TO SR 24 IN THE TOWN OF WALDO. TURN RIGHT (WEST) ON SR 24 AND TRAVEL SOUTHWEST 10 MILES TO NW 30TH AVE. TURN RIGHT (WEST) ON NW 30TH AVE AND TRAVEL WEST 2.3 MILES TO COUNTY ROAD 241. TURN LEFT (SOUTH) ON CR 241 AND TRAVEL SOUTH 0.2 MILES TO HWY 30TH AVE. TURN RIGHT (WEST) AND TRAVEL WEST 0.3 MILES. THE SITE IS ON THE RIGHT (NORTHWEST CORNER OF THE ROAD).



VICINITY MAP



LOCATION MAP

PROJECT NAME: COUNTY ROAD 241
SITE ADDRESS: 14806 NW 30TH AVE.
NEWBERRY, FLORIDA 32669

FLOOD ZONE: ZONE X
COMMUNITY PANEL No.: 1200102700
DATED: JUNE 16, 2006

PARENT TRACT OWNERS: TOMMY & BEVELLY HICKEL
14806 NW 30TH AVE
NEWBERRY, FL 32669-2014

APPLICANT: TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 100
JACKSONVILLE, FLORIDA 32202

CONTACT PERSON: DAVID BOFF (202)
TOWERCOM III, L.L.C.
PHONE: (904) 880-4887

ENGINEER: DYNAN GROUP, INC.
GERALD A. HULOWNEY
FL. P.E. #41365
PH: (352) 378-1511

SITE INFORMATION

POWER COMPANY: CLAY ELECTRIC CO-OPERATIVE
352-473-4917 ext. 294

TELEPHONE COMPANY: BELLSOUTH
PH: (866) 283-9935

UTILITY COMPANY

ZONING CLASSIFICATION: AGRICULTURE
JURISDICTION: ALACHUA COUNTY
LAND USE: AG
TAX PARCEL No.: 04178-003-000
PENDING: NONE REQUIRED

ZONING DATA

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PREVENT WORK NOT CONFORMING TO THESE CODES.

CODE COMPLIANCE

TowerCom III, L.L.C.

ONE INDEPENDENT DRIVE
SUITE 100
JACKSONVILLE, FLORIDA 32202
PHONE: (904) 480-8887
FAX: (904) 480-8872

CONSULTANTS

SHEET NO.	DESCRIPTION
11.00	COVER SHEET
12.00	LEGEND, ABBREVIATIONS & GENERAL NOTES
13.00	GENERAL NOTES
14.00	LEGAL DESCRIPTIONS
15.00	BLANKET INFORMATION MAP
16.00	ZONING MAP
17.00	ROOT ASSISTED LOCATION MAP
18.00	EXISTING FEATURES & EXIST. PLAN
19.00	MASTER SITE PLAN
20.00	PROPOSED IMPROVEMENTS
21.00	TOWER ELEVATION & DETAILS
22.00	ENGINEERING DETAILS
23.00	FENCE DETAILS
24.00	ENCLOSURE PLAN
25.00	LANDSCAPE PLAN & DETAILS

SHEET INDEX

TOWERCOM III, L.L.C.
ONE INDEPENDENT DRIVE
SUITE 100
JACKSONVILLE, FL 32202
PHONE: (904) 480-8887
FAX: (904) 480-8872



DGI
DYNAN GROUP
INC.
1000 N. W. 10TH AVE. SUITE 100
JACKSONVILLE, FL 32202
PHONE: (904) 480-8887
FAX: (904) 480-8872

DATE: 06/16/06

NOT TO SCALE

THIS DRAWING MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM DYNAN GROUP, INC.

NO. 1234567890

STATE OF FLORIDA
COUNTY OF ALACHUA
No. 43365

NOTAR PUBLIC
J. L. BOFF
JUNE 16, 2006

ONE INDEPENDENT DRIVE
SUITE 100
JACKSONVILLE, FL 32202

CR 343
ALACHUA COUNTY, FLORIDA
199' MONOPOLE
TOWER

SHEET 1014

COVER SHEET

SHEET 1014

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ABBREVIATIONS		 EX AC LINE  INSULATED OVERHEAD TRANSMISSION LINE  INSULATED CABLE  INSULATED CABLE	
AGC	ADJUSTING	INTEGRATED	INTEGRATED
AL	ALUMINUM	IS	INSULATED
AS	ASBESTOS	LA	LOCAL
AV	AIR VENT	MA	MAIN
CA	CABLE	RA	RANGE
CB	CABLE	RE	REAR
CC	CABLE	SE	SEMI
CD	CABLE	TE	TELEPHONE
CE	CABLE	TR	TRAIL
CF	CABLE	TS	TRANSFORMER
CG	CABLE	TT	TRANSFORMER
CH	CABLE	TT	TRANSFORMER
CI	CABLE	TT	TRANSFORMER
CL	CABLE	TT	TRANSFORMER
CM	CABLE	TT	TRANSFORMER
CO	CABLE	TT	TRANSFORMER
CP	CABLE	TT	TRANSFORMER
CR	CABLE	TT	TRANSFORMER
CS	CABLE	TT	TRANSFORMER
CT	CABLE	TT	TRANSFORMER
CU	CABLE	TT	TRANSFORMER
CV	CABLE	TT	TRANSFORMER
CW	CABLE	TT	TRANSFORMER
CX	CABLE	TT	TRANSFORMER
CY	CABLE	TT	TRANSFORMER
CZ	CABLE	TT	TRANSFORMER
DA	CABLE	TT	TRANSFORMER
DB	CABLE	TT	TRANSFORMER
DC	CABLE	TT	TRANSFORMER
DD	CABLE	TT	TRANSFORMER
DE	CABLE	TT	TRANSFORMER
DF	CABLE	TT	TRANSFORMER
DG	CABLE	TT	TRANSFORMER
DH	CABLE	TT	TRANSFORMER
DI	CABLE	TT	TRANSFORMER
DJ	CABLE	TT	TRANSFORMER
DK	CABLE	TT	TRANSFORMER
DL	CABLE	TT	TRANSFORMER
DM	CABLE	TT	TRANSFORMER
DN	CABLE	TT	TRANSFORMER
DO	CABLE	TT	TRANSFORMER
DP	CABLE	TT	TRANSFORMER
DQ	CABLE	TT	TRANSFORMER
DR	CABLE	TT	TRANSFORMER
DS	CABLE	TT	TRANSFORMER
DT	CABLE	TT	TRANSFORMER
DU	CABLE	TT	TRANSFORMER
DV	CABLE	TT	TRANSFORMER
DW	CABLE	TT	TRANSFORMER
DX	CABLE	TT	TRANSFORMER
DY	CABLE	TT	TRANSFORMER
DZ	CABLE	TT	TRANSFORMER
EA	CABLE	TT	TRANSFORMER
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EH	CABLE	TT	TRANSFORMER
EI	CABLE	TT	TRANSFORMER
EJ	CABLE	TT	TRANSFORMER
EK	CABLE	TT	TRANSFORMER
EL	CABLE	TT	TRANSFORMER
EM	CABLE	TT	TRANSFORMER
EN	CABLE	TT	TRANSFORMER
EO	CABLE	TT	TRANSFORMER
EP	CABLE	TT	TRANSFORMER
EQ	CABLE	TT	TRANSFORMER
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EW	CABLE	TT	TRANSFORMER
EX	CABLE	TT	TRANSFORMER
EY	CABLE	TT	TRANSFORMER
EZ	CABLE	TT	TRANSFORMER
FA	CABLE	TT	TRANSFORMER
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FS	CABLE	TT	TRANSFORMER
FT	CABLE	TT	TRANSFORMER
FU	CABLE	TT	TRANSFORMER
FV	CABLE	TT	TRANSFORMER
FW	CABLE	TT	TRANSFORMER
FX	CABLE	TT	TRANSFORMER
FY	CABLE	TT	TRANSFORMER
FZ	CABLE	TT	TRANSFORMER
GA	CABLE	TT	TRANSFORMER

EXISTINGS		LEGEND		PROPOSED	
—	10'	—	10'	—	10'
—	20'	—	20'	—	20'
—	30'	—	30'	—	30'
—	40'	—	40'	—	40'
—	50'	—	50'	—	50'
—	60'	—	60'	—	60'
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—	80'	—	80'	—	80'
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—	120'	—	120'	—	120'
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—	720'	—	720'	—	720'
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—	740'	—	740'	—	740'

LEGAL DESCRIPTIONS

PORTION OF PARENT TRACT

(OFFICIAL RECORDS BOOK 2179, PAGE 217)
(SEE NOTE 7 CL.30)

COMMENCE 544.50 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 OF SW 1/4) OF SECTION 22, TOWNSHIP 09 SOUTH, RANGE 18 EAST, AS AND FOR THE POINT OF BEGINNING; THENCE GO EAST 655.74 FEET, SOUTH 200 FEET, WEST 655.74 FEET AND NORTH 200 FEET TO THE POINT OF BEGINNING.

TOWERCOM LEASE PARCEL

(BY SURVEYOR)

A PARCEL OF LAND LYING IN FRACTIONAL SECTION 22(OUTSIDE THE ARREDONDO GRANT), TOWNSHIP 9 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT (RLS 509) FOUND MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2179, PAGE 217 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, THENCE S 00°22'45" E ALONG THE WEST LINE OF SAID PARCEL AND CONTINUATION THEREOF FOR 336.84 FEET; THENCE LEAVING SAID LINE N 89°36'28" E FOR 117.90 FEET TO A SET 5/8" REBAR & CAP (LB 6792) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 89°36'28" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 00°23'32" E FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE S 89°36'28" W FOR 100.00 FEET TO A SET 5/8" REBAR & CAP (LB 6792); THENCE N 00°23'32" E FOR 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND SITUATE, LYING AND BEING IN ALACHUA COUNTY, FLORIDA, CONTAINING 10,000 SQUARE FEET OF LAND, MORE OR LESS;

TOGETHER WITH A 30' WIDE EASEMENT FOR THE PURPOSE OF INGRESS/EGRESS AND UTILITIES, LYING 15' ON BOTH SIDES OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED 10,000 SQUARE FEET LEASE PARCEL; THENCE S 89°36'28" W FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT CENTERLINE; THENCE S 00°23'32" E FOR 130.51 FEET; THENCE S 04°18'07" E FOR 52.99 FEET; THENCE S 04°58'00" E FOR 74.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 70°41'24"; THENCE ALONG THE ARC OF SAID CURVE FOR 61.69 FEET TO THE POINT OF TANGENCY; THENCE S 75°39'24" E FOR 60.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AND A CENTRAL ANGLE OF 71°11'58"; THENCE ALONG THE ARC OF SAID CURVE FOR 124.27 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AND A CENTRAL ANGLE OF 85°23'06"; THENCE ALONG THE ARC OF SAID CURVE FOR 74.51 FEET TO THE POINT OF TANGENCY; THENCE N 89°50'32" E FOR 2.20 FEET TO THE INTERSECTION WITH THE WEST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3682, PAGE 1114, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE POINT OF TERMINUS.

THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED AND/OR SHORTENED TO MEET AT ANGLE POINTS, PARCEL LINES AND RIGHT OF WAY LINES.

TOWERCOM III, L.L.C.
ONE MONROVIA DRIVE
SUITE 100
JACKSONVILLE, FL 32202
PHONE: 904.944.8857
FAX: 904.944.8872



SCALE INFORMATION
1" = 100.00 FEET
SEE NOTE 7 CL.30
IF NOT ONE INCH ON THIS SHEET, SCALE ACCORDINGLY.

NOT TO SCALE

THIS DRAWING MAY NOT BE COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF DYNAL GROUP, INC.

NO.	DESCRIPTION	DATE



RENEWAL REQUIRED
FOR PROFESSIONAL DESIGN
EXPIRATION DATE

FOR INFORMATION

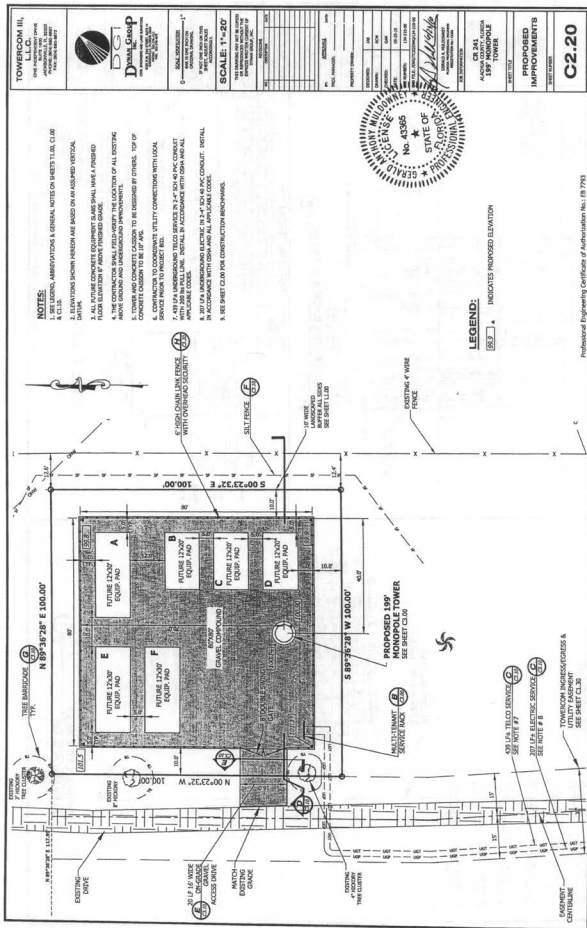
CR 241
ALACHUA COUNTY, FLORIDA
130' MONOPOLE
TOWER

SHEET TITLE

LEGAL
DESCRIPTIONS

SHEET NUMBER

C1.20



CONSULTING ENGINEERS
ARTHUR K. PETERS

5422 NW 91ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

MEMBER AFCCE
IEEE LIFE MEMBER

RADIO
TELEVISION
CATV
COMMON CARRIER

(352) 331-0149
akpce@cox.net
www.akpce.com

January 11, 2011

Ms. M. Daniels, Senior Planner
Department of Growth Management
10 SW 2nd Ave
Gainesville, FL 32601

RE: ZOS-02-11
Towercom/Sprint
Mikeli Property
14806 NW 36th Avenue
Newberry, FL 32669-2014
199 ft. Monopole Tower

Dear Missy:

I have analyzed this Sprint/Nextel Application with respect to County zoning regulations. Sufficient data was included in the Application to permit a technical analysis.

My analysis considered compliance with PWSF technical requirements of Chapter 404, Article 12 of the ULDC. Additionally, studies of FAA, FCC and Maximum Permissible Radiation Exposure standards (IEEE C95.1-2005) were performed. A study of potential towers revealed that there are no alternate towers. These studies are available upon request.

Results of a study of the height necessary to provide the required service are shown in the table.

Distance mi >	0.5	1.0	1.5	2.0	2.5	3.0	
Antenna Hgt ft	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Lb (dB)	Avg Loss Rel 200 ft
75	133.8	144.6	150.9	155.4	158.9	161.8	6.9
100	132.1	142.7	148.9	153.3	156.7	159.5	4.9
125	130.8	141.2	147.3	151.6	155.0	157.7	3.3
150	129.8	140.0	146.0	150.3	153.6	156.3	2.1
175	128.9	139.0	144.9	149.1	152.4	155.0	0.9
200	128.1	138.1	144.0	148.1	151.4	154.0	0.0

The proposed tower is adjacent to two other Sprint sites located at 2.4 and 3.3 miles. The coverage area required from this application's site is roughly one-half those distances, or 1.2 and 1.6 miles. Calculations were performed out to 3 miles. The table illustrates the 1900 MHz losses that will occur at several distances and antenna heights as computed using a standard Cost-Hata method. The last column of the table indicates the average loss over the entire (0.5 - 3.0 mi) distance at each indicated antenna height, relative to the requested antenna height (~200 ft).

Missy Daniels
January 11, 2011
Page 2

It is evident that an antenna height of 125 ft. above the ground, if greater than local tree heights, will provide adequate coverage in the area between the adjacent cells. Further, the 3.3 dB average loss at 125 ft. indicates an imperceptible loss in any other direction compared with coverage from a 200 ft antenna height.

My technically based recommendation is for granting this request based on the the information studied. In my opinion an antenna 125 ft. above ground will provide equivalent service as indicated by a Cost-Hata study. These conclusions are valid irrespective of antenna type if the radiated power is as stated in the application.

Non-technical factors were not investigated.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur K. Peters', with a stylized, cursive script.

Arthur K. Peters, P.E.
Via email

Sprint

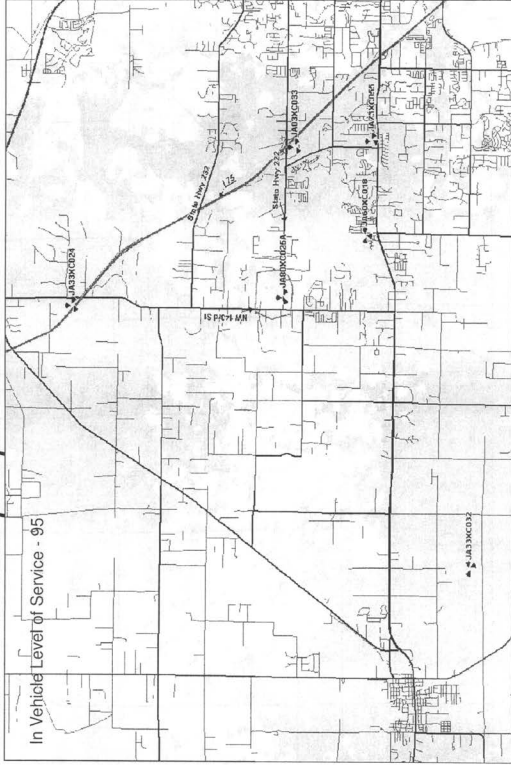
The Now Network

Proposed Site JA80XC025A

10/10

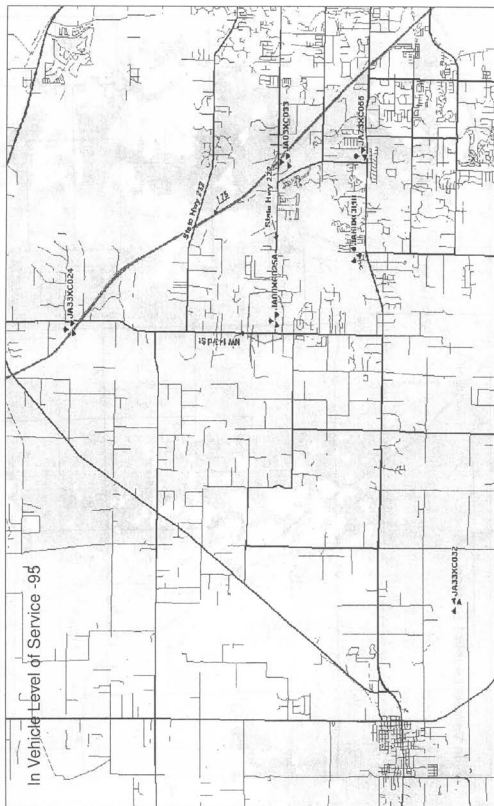
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Area without proposed site



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Area with JA80XC025



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Page 1 of 1

Sprint

FCC Information

Count y	State	BTA_N ame	Descriptio n	License_Call Sign	Channels_Availabl e	License_Entity_Name	Broadcast _SID
ALACH UA	FL	Gainesvil le	AD Blocks (Plus)	KNLH523 & WPXI486	225 250 275 300 325 350 375	SPRINTCOM, INC. & WIRELESSCO, L.P.	4654

Cascade ID	Sector	Decimal Latitude	Decimal Longitude	Azimuth	Antenna Center	Antenna Manufact
JA80XC025A	1	29.6897	-82.4923	0	190 KMW	
JA80XC025A	2	29.6897	-82.4923	120	190 KMW	
JA80XC025A	3	29.6897	-82.4923	240	190 KMW	
JA03XC033	1	29.6867	-82.4467	0	140 Decibel	
JA03XC033	2	29.6867	-82.4467	120	140 Decibel	
JA03XC033	3	29.6867	-82.4467	240	140 Decibel	
JA33XC024	1	29.7567	-82.4958	0	250 Scala	
JA33XC024	2	29.7567	-82.4958	120	250 Scala	
JA33XC024	3	29.7567	-82.4958	240	250 Scala	
JA33XC032	1	29.6297	-82.5733	80	250 Decibel	
JA33XC032	2	29.6297	-82.5733	155	250 Decibel	
JA33XC032	3	29.6297	-82.5733	300	250 Decibel	
JA60XC018	1	29.6639	-82.4733	90	160 Decibel	
JA60XC018	2	29.6639	-82.4733	188	160 Decibel	
JA60XC018	3	29.6639	-82.4733	284	160 Decibel	
JA73XC055	1	29.6622	-82.4447	0	115 Andrew	
JA73XC055	2	29.6622	-82.4447	120	115 Andrew	
JA73XC055	3	29.6622	-82.4447	210	115 Andrew	

Antenna Model	Mechanical		ERP	Transmit (MHz)
	Electrical Tilt	Downtilt (degree)		
HB-X-AW-19-65-00T-RET	-1		0	46.34 1945-1950
HB-X-AW-19-65-00T-RET	-1		0	46.34 1945-1950
HB-X-AW-19-65-00T-RET	-1		0	46.34 1945-1950
DB978F65E-M	0		-1	44.9 1945-1950
DB978F65E-M	0		-2	44.9 1945-1950
DB978F65E-M	0		-1	44.9 1945-1950
AP18-1900-090D-DT0	0		0	44.5 1945-1950
AP18-1900-090D-DT0	0		0	44.5 1945-1950
AP18-1900-090D-DT0	0		0	44.5 1945-1950
DB983H65E-M	0		0	44.5 1945-1950
DB983H65E-M	0		0	44.5 1945-1950
DB983H65E-M	0		0	44.5 1945-1950
DB980F65E-M	0		-2	44.8 1945-1950
DB980F65E-M	0		-2	44.8 1945-1950
DB980F65E-M	0		-2	44.8 1945-1950
UMWD-06517-0R2DH	0		0	46.5 1945-1950
UMWD-06517-0R2DH	0		0	46.5 1945-1950
UMWD-06517-0R2DH	0		0	46.5 1945-1950

[illegible]

**CR 241
PERSONAL WIRELESS SERVICES
FACILITY**

NEIGHBORHOOD MEETING

You're invited to attend a Neighborhood Workshop to discuss the proposed construction of a Personal Wireless Services Facility, referred to as the CR 241 Wireless Telecommunications Co-Location Facility Project. The purpose of the neighborhood meeting is to inform neighboring property owners about the nature of the proposal and to seek written and verbal comments. We look forward to seeing you there.

PROJECT INFORMATION:

Project Name: CR 241 Wireless Telecommunications Co-Location Facility
TowerCOM III, LLC.

Applicant:
Physical Site Address: 14806 NW 36th Ave, Newberry,
Florida 32669

Acreage: Approximately 0.23 acres

Site Directions: From the intersection of NW 39th Ave. with I-75, travel west on NW 39th avenue to CR 241. Turn left (south) on CR 241 and travel South 0.2 mi± to NW 36th ave. turn right (west) and travel west 0.3 mi±. the site is on the right (north) side of the road.

NEIGHBORHOOD MEETING

Date: Thursday, November 18, 2010

Time: 6:00 P.M. - 7:30 P.M.

Place: Best Western Gateway Grand
San Felasco meeting room
4200 N.W. 97th Blvd.
Gainesville, Florida 32606
(352) 331-3336

Phone:
Parcel No.: Portion of 04178-003-000

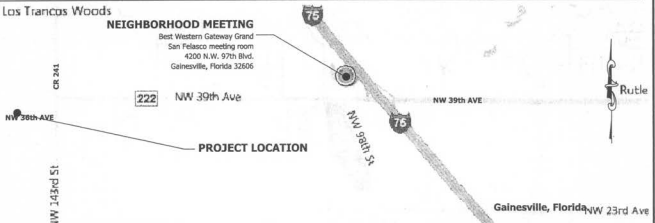
Current Zoning Category: "A" (Agriculture)

Current Land Use Designation: Single Family/Pasture

Proposed Application: Special Use Permit

Project Description: Proposal for a Special Use Permit (as described in the Alachua County Land Development Code) to construct a Personal Wireless Services Facility comprised of a 199' Monopole Communications Tower and associated ground improvements.

Los Trancos Woods



More information:

For additional information regarding the Special Use Permit Application Procedure, please contact the Alachua County Growth Management Department @ (352) 374-5249.

For more information regarding the meeting or proposed project, please contact Jerry Muldowney at Dynan Group, Inc., Ph: (352) 378-1511 or email gam@dynangroup.com.

Affected parties may submit additional comments or evidence prior to the meeting or at the Public Hearing to be held at a later date.

04178-003-006
M THOMAS MIKELL
14806 NW 36TH AVE
NEWBERRY, FL 32669

04176-001-001
OLDSMOBILE-GEO INC BUSH-
STRAWN CHEVROLET-
45518 CALESITO ALTAR
TEMECULA, CA 92592-1306

04176-001-003
ROMEIS & ROMEIS-NANTZ
15016 NW 32ND AVE
NEWBERRY, FL 32669-2867

04178-003-003
JAMES R EARNHART
14805 NW 36TH AVE
NEWBERRY, FL 32669-4623

04178-003-002
PAMELA MYERS
14802 NW 36TH AVE
NEWBERRY, FL 32669-2014

04178-003-000
M T MIKELL
14806 NW 36TH AVE
NEWBERRY, FL 32669-2014

04170-010-014
JAY C KOONS
3925 NW 151ST WAY
NEWBERRY, FL 32669

04178-003-001
ROSEMARY H JACKSON
3545 OLD HIGHWAY 41 S
VALDOSTA, GA 31601-2121

04171-004-000
PATRICIA A FALLAT
14908 NW 32ND AVE
NEWBERRY, FL 32669-2898

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249**

January 3, 2011

Notice of Zoning Application #ZOS-02-11

Dear Property Owner:

As owner of property within the vicinity of the area covered by this request (which may not be immediately adjacent to your property), you are hereby notified of the above zoning application.

The zoning process on this item will include two (2) public hearings: An advisory hearing with the Planning Commission followed by a final hearing with the Board of County Commissioners. The Planning Commission hearing and the Board of County Commission hearing will be held in the Jack Durance Auditorium of the Alachua County Administration Building.

Planning Commission date and time:

Wednesday, January 19, 2011 at 6:00 p.m.

Board of County Commissioners date and time:

To be determined

You are invited to attend and participate in the hearings.

For your information, we have enclosed a zoning map and description of the application. The application file is accessible for review and a copy of the staff report is available upon request. A pamphlet and video containing information about quasi-judicial proceedings is also available upon request.

You are encouraged to provide written comments in the space provided below and return your response to us no later than 5:00 p.m., Tuesday, January 18, 2011. This will allow us to make your response a part of the information packet presented to the Commissioners prior to the public hearings.

If you have any questions, or desire further information, please contact the Development Services Section at (352) 374-5249.

PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments: *I do not support the tower. My concern is that kind of health risk it may add due to the high frequency waves. I also am concerned about the look it will give to the area.*

I also am concerned about the value it will bring to property. I know the property will be compensated for their land loss, but I have to look after my interests and I'm opposed.

SIGNED: *Catherine Hagewood*

APPLICATION #ZOS-02-11

04179-002-000 ZOS-02-11
CATHERINE HAGUEWOOD
14619 NW 39TH PL.
NEWBERRY FL 32669-2011

RECEIVED
AC Growth Mgt.

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
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PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

NO OBJECTION

SIGNED:

William L. Wharton

APPLICATION #ZOS-02-11

04178-001-000
WILLIAM L. WHARTON
9044 SW 79TH AVE
GAINESVILLE FL 32608

ZOS-02-11

RECEIVED
AC Growth Mgt.

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
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PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

NO OBJECTION

SIGNED:

William L. Wharton

APPLICATION #ZOS-02-11

RECEIVED
01-11
AC Growth Mgt.

04178-002-000
WILLIAM L. WHARTON
9044 SW 79TH AVE
GAINESVILLE FL 32608

ZOS-02-11

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
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PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

NO OBJECTION.

SIGNED:

W L Wharton

APPLICATION #ZOS-02-11

04170-003-002

ZOS-02-11

W L WHARTON

5502 SW 25TH ST

GAINESVILLE FL 32607-4720

*9044 SW 79 AVE
32608*

RECEIVED
OFFICE
AC Growth Mgt.

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3rd FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249**

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PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments: _____

_____ *No Objection* _____

_____ *W. Wharton* _____

SIGNED: _____

APPLICATION #ZOS-02-11

04170-003-001 ZOS-02-11
WILLIAM L WHARTON
3502 SW 75TH ST - 9044 SW 79 AVE
GAINESVILLE FL 32607-4726
32608

RECEIVED
01-11-11
AC Growth Mgt.

**ALACHUA COUNTY
DEPT. OF GROWTH MANAGEMENT/OFFICE OF PLANNING AND DEVELOPMENT
ADMINISTRATION ANNEX - 10 S.W. SECOND AVENUE, 3RD FLOOR
GAINESVILLE, FLORIDA 32601
(352) 374-5249**

January 3, 2011

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PLEASE WRITE LEGIBLY/USE DARK INK

RETURN THIS PORTION

Comments:

No objection

SIGNED:

William Wharton

APPLICATION #ZOS-02-11

04179-005-000

ZOS-02-11

WILLIAM WHARTON

3502 SW 75TH ST #044

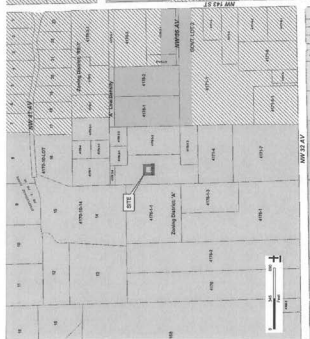
GAINESVILLE FL 32607

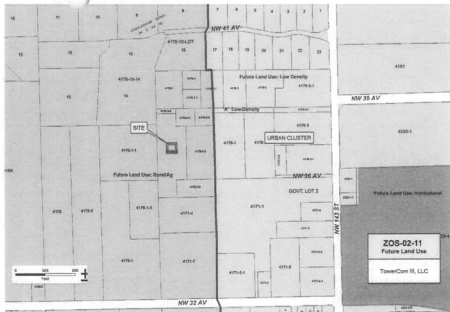
SW 79 AVE

221 32608

RECEIVED
AC Growth Mgt.

Request for a Special Use Permit to allow a 178 foot monopole Personal Wireless Service Facility

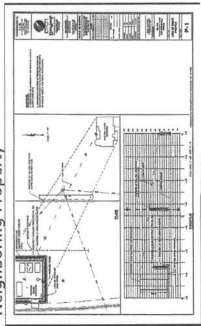




Issues raised at First Hearing 3/22/11

- › Visual impact on neighboring property to the west
- › Maintenance of easement road

Line-of-Sight Analysis from
Neighboring Property



Agreement with Adjacent Property Owner

- › Create a 160 LF landscape buffer along the western portion of the Myers' backyard fence.
- › Planting 18 – 4" caliber Live Oak trees approximately 17' in height when planted.
- › Plant trees 8' to 10' on center, with the plantings staggered on a 5' perpendicular to insure appropriate separation to encourage good health and vitality of the new plant material.

Agreement with Adjacent Property Owner

- › Low volume irrigation system which utilizes a water source provided by the Myers' with a power source provided by TowerCom.
 - › The irrigation system will be enabled for the first 180 days after placing the new plant material.
 - › TowerCom will guarantee the health and vitality of plant material for one year after planting.
- 

Agreement with Adjacent Property Owner

- › All new plant material shall be Florida Fancy Grade # 1 or better, healthy, disease free, and pest free.
 - › The Myers' shall have final approval of the actual location of all new plant material
- 

Condition Added to Resolution

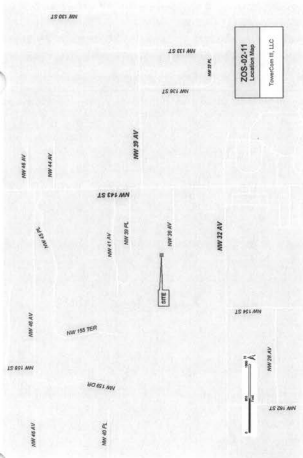
- › The applicant shall maintain the access easement to the site during construction of the tower. Prior to final release of the site, the applicant shall regrade the access easement. The applicant shall ensure that any damage caused during the installation of additional wireless equipment on the tower is repaired within thirty days of the completion of each installation.
- 

Recommendation

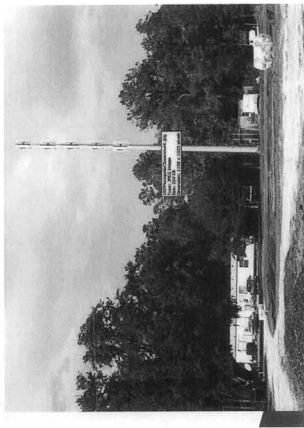
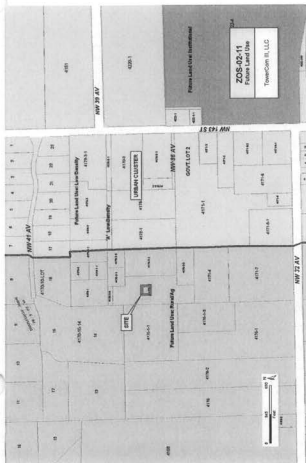
- › Approve ZOS-02-11 with conditions:
 - 178 foot monopole
 - Flush mounted antenna
 - Maintain maintenance easement during construction
- 

ZOS-02-11

Request for a Special Use Permit to allow a
178 foot monopole Wireless
Service Facility



AERIAL MAP OF VICINITY





TowerCom

CR-341 - VIEW 'A'



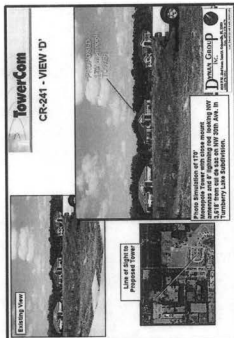
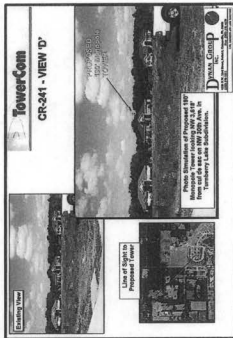
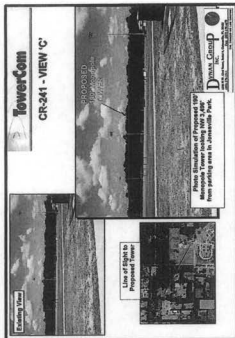
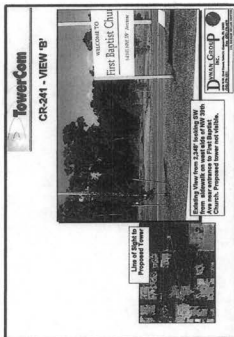
DANN GROUP
INC.
10000 N. 100th Ave.
Suite 100
Dallas, TX 75243

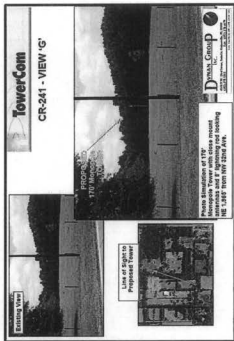
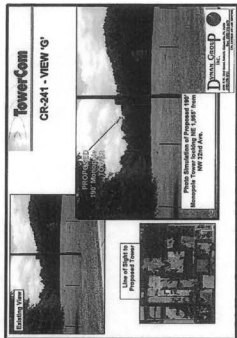
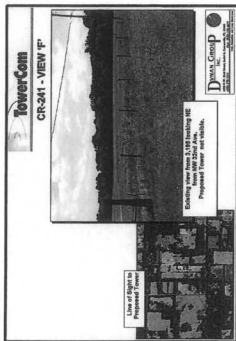
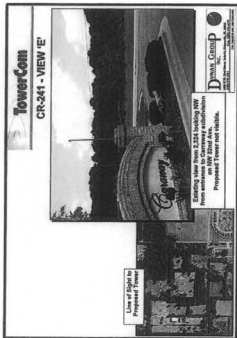


Line of Sight to
Proposed Tower



Existing View from 4.8MP including NW
North NW 48th Ave in Clarification State
North Prepared from the Center.





Recommendation

► Approve ZOS-02-11 with conditions:

- 178 foot monopole
- Flush mounted antenna



Missy Daniels

From: myersdoug@cox.net
Sent: Thursday, April 14, 2011 2:34 PM
To: Missy Daniels
Subject: Tower

Ms. Daniels:

This email is intended for use at the County Commission Meeting to show we are no longer opposed to the placement or visual impact of the tower being placed by Tower Com at my father's adjacent property at 14806 NW 36th Avenue. Thank you for meeting with us and demonstrating the safety measures of the tower.

Thank you to all that have helped mitigate the visual impact. If any other documentation is needed, please feel free to contact us immediately.

Doug and Pamela Myers
14802 NW 36th Avenue
Newberry, FL 32669
myersdoug@cox.net

April 26, 2011 Regular BoCC Meeting
Agenda Item #28

Title

Request to Rescind the Springhills Development of Regional Impact Development Order - Resolution 05-26. (Amended)

Amount

N/A

Description

A request by David Coffey, agent for PR Gainesville Limited Partnership, owner, to rescind the Development Order for the Springhills Development of Regional Impact (Resolution 05-26)

Recommendation

Approve the Developer's Agreement Approve the Resolution rescinding the Springhills DRI Development Order (Res. 05-26)

Alternative(s)

Do not approve the Developer's Agreement Do not approve the resolution rescinding the Springhills DRI Development Order (Resolution 05-26)

Requested By

Missy Daniels, Senior Planner, 374-5249

Originating Department

Growth Management

Attachment(s) Description

cc

Documents Requiring Action

Developer's Agreement Resolution for rescission of Resolution 05-26, the Springhills DRI Development Order

Executive Summary

The Springhills Development of Regional Impact Development Order was originally adopted in 1999 and then amended in 2005 with the adoption of Resolution 05-26. Since that time Alachua County has designated an 'urban service area' as defined by s. 163.3164 Florida Statutes in its adopted Comprehensive Plan. The entire Springhills development is within the boundaries of the urban service area. Section 380.06(29)(c) Florida Statutes provides that any proposed development within a designated 'urban service area' (as defined in s.163.3164 F.S.) is exempt from the development-of-regional- impact process. Section 380.06(29) (e) Florida Statutes provides that within the urban service area any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) F.S. Section 380.115(1)(b) Florida Statutes provides that upon request of the 'developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed'. The developer and predominate landowner, PR Gainesville, has requested rescission of Resolution No. 05-26. As of the date of this request to rescind the Development Order there is no mitigation that is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed. County Staff and the property owner, PR Gainesville Limited Partnership (aka PREIT) have agreed that a Developer's Agreement assuring that the mitigation will be completed concurrent with the future development of the site is appropriate and in the best interest of both parties and the public. To that end, the County has

determined that PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in this Developer Agreement, is consistent with Section 380.115(1)(b), Florida Statutes, and that rescission is appropriate.

Background

The Springhills Development of Regional Impact Development Order was originally adopted in 1999 and then amended in 2005 with the adoption of Resolution 05-26. In October of 2010, the County Commission approved the request of the current Springhills landowners to amend the Comprehensive Plan text and land use map for about half of the DRI property. Springhills is now required to be developed as a Traditional Neighborhood and Transit Oriented Development. The current development order is no longer consistent with the Comprehensive Plan and must either be amended through the DRI process or rescinded in accordance with s. 380.115, F.S. in order for Springhills to develop. Also in 2010 Alachua County designated an 'urban service area' as defined by s. 163.3164 Florida Statutes in its adopted comprehensive plan and the entire Springhills development is within the boundaries of this urban service area. Section 380.06(29)(c) Florida Statutes provides that any proposed development within a designated 'urban service area' (as defined in s.163.3164 F.S.) is exempt from the development-of-regional- impact process. Section 380.06(29)(c) Florida Statutes provides that within the urban service area any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) F.S. Section 380.115(1)(b) Florida Statutes provides that upon request of the 'developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed. The developer and predominate landowner, PR Gainesville, has requested rescission of Resolution No. 05-26. The development order has a number of mitigation requirements triggered by various phases of development, specifically, 'At the time of issuance of the last construction permit for (listed projects) or prior to completion of Phase II, whichever occurs first, construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects, whichever first occurs. Before initiation of Phase II of the Springhills DRI development, the following transportation improvements shall be in place: extension of left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court /NW 39th Avenue Intersection; and extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersections. As of the date of this request to rescind the Development Order there is no mitigation that is currently due, though there is the above listed mitigation attributable to approved and constructed development that has not yet been performed. In order to assure that development impacts from approved and constructed development are appropriately mitigated, PR Gainesville and Alachua County believe it is in the best interests of the parties and the public that the substance and timing of transportation mitigation requirements are specified in an enforceable developer agreement that is binding on the developer and successors in interest. The County has also determined that PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in this Developer Agreement, is consistent with Section 380.115(1)(b), Florida Statutes, and that rescission is appropriate.

Issues

Need to ensure that mitigation not yet due but attributable to development that has already occurred on site will be completed. Developer's Agreement needs to be approved along with the Rescission of the Development Order, Resolution 05-26.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: Map H.pdf
Attachment: 380_115_FS.pdf
Attachment: 380_06_29_FS.pdf
Attachment: Developer_Agreement_2011.pdf
Attachment: Resolution.pdf
Attachment: Applicant_Request_Letter_Sprhills.pdf
Attachment: 163_3164_FS.pdf
Attachment: PowerPoint_Presentation.pdf
Attachment: DO updated 2005.pdf



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J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now on record in this office. Witness my hand and seal this 20 day of March, 2005.
By: Christine H. Lane
Deputy Clerk

RESOLUTION NO. 05-26

A RESOLUTION OF ALACHUA COUNTY, FLORIDA, AMENDING A DEVELOPMENT ORDER PURSUANT TO CHAPTER 380, FLORIDA STATUTES, ON AN APPLICATION FOR DEVELOPMENT APPROVAL FILED BY THIRTY-NINTH AVENUE, INC., AND HAUFER PROPERTIES, INC., A DEVELOPMENT OF REGIONAL IMPACT: PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, On February 22, 2005, Haufler Properties, Inc. et al, through its authorized agent, Eng, Denman, & Associates, filed a Notice of Proposed Change (NOPC) for a Substantial Deviation Determination on February 22, 2005 to the approved SpringHills Development of Regional Impact Development Order Resolution No. 99-73.

WHEREAS, On December 23, 1997, Thirty-Ninth Avenue, Inc., and Haufler Properties, Inc., hereinafter referred to as "Applicant", through its authorized agent, Canin Associates, filed an Application for Development Approval (which, together with the Application for Development Approval Appendices, dated December, 1997; the First Request for Additional Information dated April, 1998; the Second Request for Additional Information dated July, 1998; written correspondence from Cecelia Bonifay, Esquire, attorney for the Applicant, to Charles Justice, Executive Director of the North Central Florida Regional Planning Council, dated July 22, 1998; written correspondence from Jason L. Canin of Charles Wayne Consulting to Steven Dopp, Senior Planner with the North Central Florida Regional Planning Council, dated March 8, 1998; the Revised Transportation Impacts Analysis for SpringHills Development of Regional Impact, dated April 2, 1999, as amended by "Addendum to April 2, 1999, SpringHills Transportation Impacts Analysis" dated April 23, 1999; a Traffic Analysis Study for SpringHills Shopping Center, Burger King and Sonny's Restaurants dated November, 1998; and written correspondence from Ronald P. Manley of Canin Associates to Charles Justice, dated April 2, 1999, is hereinafter referred to as the "ADA") for a Development of Regional Impact (DRI) with the Alachua County Board of County Commissioners, the Florida Department of Community Affairs (DCA), and the North Central Florida Regional Planning Council (NCFRPC) pursuant to the provisions of Section 380.06, Florida Statutes, as amended.

WHEREAS, certain of those properties owned by Applicant have been either sold, conveyed, transferred or have changed ownership such that the following individuals and/or entities own those properties described in the Application for Development Approval (ADA) for the SpringHills DRI. The following individuals or entities (hereinafter referred to as the "Owner" or "Applicant") own the

Property which is the subject of this Development Order: Gateway to Gainesville, Inc.; Oscar E. Haufler Revocable Trust; Haufler Brothers, Ltd.; Eugene B. Haufler Revocable Trust; NRB, Inc.; O&E Partnership, Ltd.; Thirty-Ninth Avenue, Ltd.; Haufler Properties, Inc.; Ernest L. Haufler Revocable Trust; and Springhill Investment, Inc; A legal description of the Property governed by this Development Order is attached as Exhibit 1 and incorporated herein; and

WHEREAS, the Applicant has the authority to file the Application for Development Approval (ADA) and the Applicant/Owner has the authority to obtain a Development Order with respect to the Property in accordance with Section 380.06, Florida Statutes; and

WHEREAS, The ADA proposes the development of SpringHills, a mixed-use development located in Alachua County; and

WHEREAS, The Alachua County Board of County Commissioners, as the governing body of the local government having jurisdiction pursuant to Chapter 380.06, Florida Statutes, is authorized and empowered to consider ADA's for DRI's; and

WHEREAS, The public notice requirements of Chapter 380.06, Florida Statutes, have been satisfied; and

WHEREAS, The Alachua County Board of County Commissioners has, on April 12, 2005, held a duly noticed public hearing on the Notice of Proposed Change for a Substantial Deviation Determination (filed 2/22/05) and has heard and considered testimony and documents received thereon; and

WHEREAS, The Alachua County Board of County Commissioners has, on June 28, 1999, held a duly noticed public hearing, continued to July 19, 1999, continued again to July 26, 1999, on the ADA and has heard and considered testimony and documents received thereon; and

WHEREAS, The Alachua County Board of County Commissioners has received and considered reports and recommendations of the NCFRPC; and

WHEREAS, All interested parties and members of the public were afforded the opportunity to participate in the application hearing on the subject DRI before the Alachua County Board of County Commissioners; and

WHEREAS, The Alachua County Board of County Commissioners has reviewed the above referenced documents, as well as all related testimony and evidence submitted by each party and members of the general public; now, therefore,

BE IT RESOLVED BY THE Alachua County Board of County Commissioners, ALACHUA COUNTY, FLORIDA:

Section 1. That, this Resolution shall constitute the Development Order (Order) of Alachua County issued in response to the NOPC, attached hereto as Exhibit A, and the ADA filed by the Applicant, for development of SpringHills, a DRI. The scope of development to be permitted pursuant to this Order includes the activities described in the ADA, which ADA is attached hereto and made a part hereof as Composite Exhibit A-1.

Section 2. That, this Resolution shall rescind and replace in its entirety Resolution 99-73.

Section 3. That, the Alachua County Board of County Commissioners, having received the above-referenced documents, and having received all related comments, testimony and evidence submitted by each party and members of the general public, finds there is substantial competent evidence to support the following findings of fact:

- A. That, the Applicant submitted to the County the materials attached hereto as Exhibit A and Composite Exhibit A-1, which are by reference made a part hereof.
- B. That, the NOPC submitted by the Applicant does not constitute a Substantial Deviation pursuant to Chapter 380.06(19), F.S.
- C. That, the Applicant proposes the development of SpringHills, a mixed-use development located in Alachua County.
- D. That, the proposed development is not located in an area of critical state concern as designated pursuant to Section 380.05, Florida Statutes, as amended.
- E. That, the project is consistent with the local comprehensive plan and local land development regulations.
- F. That, the development will not unreasonably interfere with the achievement of objectives of the adopted State Land Development Plan applicable to the area and that the development is consistent with the State Comprehensive Plan, Chapter 187, Florida Statutes.
- G. That, the development is consistent with the report and recommendations of the NCFRPC submitted pursuant to Subsection 380.06(12), Florida Statutes, by the Applicant's compliance with the terms and conditions of this Order.

H. That, this Development Order is substantially consistent with the Preliminary Development Agreement entered into on January 31, 1998, by the Applicant/Owner and the Florida Department of Community Affairs pursuant to Subsection 380.032(3) and 380.06(8), Florida Statutes and Florida Administrative Code (F.A.C.) R. 9J-2.0185.

I. That, the Applicant/Owner's agent for the NOPC for a Substantial Deviation Determination is Ralph Eng, Eng, Denman & Associates, whose office address is 2404 NW 43rd Street, Gainesville, FL 32606 and the Applicant/Owner's agent for the ADA is Cecelia Bonifay, Esquire, Akerman, Senterfitt & Eidson, P.A., whose office address is 255 South Orange Avenue, 17th Floor, Orlando, Florida 32801.

Section 3. That, the Alachua County Board of County Commissioners having made the above findings of fact, reaches the following conclusions of law:

- A. That, these proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record in this proceeding, the various departments of the County and the Applicant are authorized to approve/conduct development as described herein, subject to the conditions, restrictions and limitations set forth herein.
- B. That, the review by the County, the NCFRPC and other participating agencies and interested citizens reveals that the impacts of this development are adequately addressed pursuant to the requirements of Chapter 380.06, by the terms and conditions of this Order and the ADA. To the extent that the ADA is inconsistent with the terms and conditions of this Order, the terms and conditions of the Order shall prevail.

Section 4. That, having made the above findings of fact and drawn the above conclusions of law, it is ordered that the ADA as amended is hereby approved, subject to the following conditions, restrictions and limitations:

(1) Incorporation of ADA.

The ADA shall be as it is defined in the first paragraph of page one of this Development Order and is hereby incorporated and made a part hereof as Exhibit A-1. The master plan map (Map H) is hereby incorporated and made a part hereof as Exhibit B (and attached to this Development Order as Appendix B).

(2) General Description of Project.

The following is a description of the project subject to the terms of this Order:

The total number of residential dwellings will not exceed 1,971.
(1,454 multi-family units and 517 single family units)

The total amount of area for office purposes shall not exceed 495,000 square feet of gross leasable floor area.

The total amount of area for retail commercial purposes shall not exceed 801,342 square feet of gross leasable floor area.

The total amount of area for warehousing purposes shall not exceed 459,471 square feet of gross leasable floor area.

The total number of hotel rooms shall not exceed 752.

The total acreage for the various land uses to be accommodated on-site shall be as shown in Table 10-1 of the ADA. In the event of conflicting statements in other parts of the ADA, the numbers appearing on the table, which are repeated below, shall take precedence.

LAND USE	ACRES
Residential	240
Commercial	125
Office	52
Warehouse/Distribution	59
Hotel	23
Park	3
Open Space	59
Wetlands	10
Right-of-Way	30
TOTAL SITE	601

The land uses by Phase to be accommodated on-site shall be as shown below. In the event of conflicting statements in other parts of the ADA, the numbers appearing on the table, which are repeated below, shall take precedence. However, prior to the initiation of Phase III, in conjunction with the results of the transportation update to the ADA and subsequent negotiations between the County and the Applicant/Owner, the BoCC will reassess the density and intensity of the proposed land uses to ensure that there is adequate provision for transportation infrastructure to serve the development approved in this Order for Phases III and IV. Should the transportation infrastructure be found inadequate to serve the development approved in this Order for Phases III and IV, the Applicant/Owner may propose any of the following options:

- 1) Revise the land uses in the development program;
- 2) Increase its contribution to the cost of construction;
- 3) Enter into a joint financing agreement or Development Agreement to support the cost of new construction;

- 4) Apply an alternative financing mechanism to meet any unfunded needs;
- 5) Adopt and implement alternative measures as allowed by this Development Order or Florida law.

The BoCC may approve the applicant's proposal or other mitigation. The BoCC reserves the right to subject Phases III and IV to a down-zoning, unit density reduction, or intensity reduction as required to assure transportation facilities will be adequate to accommodate the impacts of the approved development should an agreement not be reached through the above referenced methods.

PHASE	LAND USES BY QUADRANT			
	NORTHEAST	NORTHWEST	SOUTHEAST	SOUTHWEST
Phase I, 1995 to 2005	Retail 24,980 sqft Fast Food 7,000 sqft Publix 50,000 sqft Bank 4,000 sqft	Hotel 148 rooms Restaurant 3,500 sqft	Office 15,000 sqft Fast Food 3,500 sqft Retail 18,020 sqft	Warehouse 20,000 sqft SF Residential 145 DU Office 8,000 sqft Visitor Center 3,000 sqft Fast Food 3,500 sqft
Phase II, 2000 to 2005	Office 30,000 sqft Retail 39,020 sqft	Retail 3,500 sqft	Hotel 150 rooms Office 35,000 sqft Retail 46,980 sqft	No development in this quad is scheduled for Phase II.
Phase III, 2006 to 2010	MF Residential 817 DU Hotel 150 rooms Office 84,443 sqft Retail 347,284 sqft	Hotel 150 rooms Retail 11,121 sqft	MF Residential 148 DU Office 70,000 sqft SF Residential 141 DU	Warehouse 263,683sqft Office 87,957 sqft
Phase IV, 2011 to 2020	SF Residential 79 DU MF Residential 489DU Office 121,600 sqft Retail 136,937 sqft	Hotel 150 rooms Office 40,000 sqft Retail 100,000 sqft	SF Residential 80 DU	Warehouse 175,788sqft SF Residential 72 DU Retail 2,000 sqft

(3) Definitions

For the purposes of this Development Order, the terms listed below shall be defined as follows:

- (a) ADA - Application for Development Approval, as defined in the first paragraph of page one of this Development Order.
- (b) BoCC - Alachua County Board of County Commissioners
- (c) CDD - community development district - a local unit of special-purpose government which is created pursuant to Chapter 190, Florida Statutes, and limited to the performance of those specialized functions by Chapter 190, Florida Statutes,; the boundaries for which are contained wholly within a single county; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in Chapter 190, Florida Statutes, for the delivery of urban community services; and the formation, power, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.
- (d) CMS - concurrency management system - any and all ordinances, resolutions and regulations adopted by Alachua County to implement the requirements of Section 163.3202(2)(g), Florida Statutes.
- (e) DCA - Florida Department of Community Affairs
- (f) FDOT - Florida Department of Transportation
- (g) FFWCC - Florida Fish and Wildlife Conservation Commission, formerly the Florida Game and Fresh Water Fish Commission
- (h) FIHS - Florida Intrastate Highway System
- (i) GRU - Gainesville Regional Utilities
- (j) Mitigative measures - measures that mitigate for each transportation impact on significantly impacted roadways. Such measures may be in the form of: Scheduling of facility modifications in the form of binding and enforceable commitments for construction of needed roadway modifications concurrent with the impacts of development by the local government, the applicant, or the state (9J-2.045(7)(a)1, F.A.C.); Alternative Concurrency Provisions in the form of a schedule of modifications that appropriately addresses impacted facilities through alternative concurrency provisions as adopted in the Comprehensive Plan where such alternate provisions or measures are specifically adopted in the Plan and are fully outlined in

the Development Order (9J-2.045(7)(a)2, F.A.C.); Proportionate share payments where the affected jurisdiction agrees to accept proportionate share payments as adequate mitigation (9J-2.045(7)(a)3, F.A.C.); Level of service monitoring included in the Development Order that provides for either binding commitments for needed improvements or that the local government cease issuing building permits at such time as the roadway is projected to operate over its adopted level of service until binding commitments are identified (9J-2.045(7)(a)4, F.A.C.); or a combination of the aforementioned measures, or other measures which are proposed and reviewed in the ADA, including the provision for capital facilities for mass transit (e.g. buses for fixed route service, vehicles for van-pool or ride share programs) or the provision of programs that provide alternatives to the single occupancy vehicle (9J-2.045(7)(a)5, F.A.C.).

- (k) MTPO - Gainesville/ Alachua County Metropolitan Transportation Planning Organization
- (l) NCFRPC - North Central Florida Regional Planning Council
- (m) NOPC – Notice of Proposed Change to a previously approved Development of Regional Impact pursuant to Chapter 380.06, Florida Statutes.
- (n) Owner - The person and/or entity currently holding title to the real property subject to this Development Order and each of his/its successors or assigns for any portion of the property.
- (o) Proportionate Fair Share¹ - a contribution from a developer or owner of a DRI to the local government or the governmental agency having maintenance responsibility for those facilities, which makes adequate financial provision for the public transportation facilities needed to accommodate the impacts of the proposed development on roadways outside the local government of jurisdiction's Concurrency Management System area. The proportionate share contribution shall be deemed to make adequate financial provision for such facilities if it is equal to or greater than the sum of the costs of improvements attributable to the proposed development derived from the application of the following formula. The costs of improvements attributable to the proposed development are based upon the sum of the cost of

¹ The amount of any proportionate share payment to be accepted by the county shall be determined at the time of the award of the contract for the modification to which the proportionate share applies.

improving each significantly impacted state and regional roadway which will operate at worse than the level of service standard in the local government's approved comprehensive plan or the Florida Department of Transportation level of service standards for roads on the Florida Intrastate Highway System at each project stage or project phase and at project buildout. The proportionate share of the cost of improvements of each such roadway is calculated according to the following formula:

$$[\text{DRI trips}/(\text{SV increase})] \times \text{cost}$$

1. DRI trips = cumulative number of the trips from the proposed development expected to reach the roadway during the peak hour from the complete buildout of a stage or phase being approved.
2. SV increase = the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the adopted level of service.
3. Cost = cost of construction, at the time of developer payment, of an improvement necessary to maintain the adopted level of service. Construction cost includes all improvement associated costs, including engineering design, right-of-way acquisition, planning, engineering, inspection, and other associated physical development costs directly required and associated with the construction of the improvement, as determined by the governmental agency having maintenance authority over the roadway.

(Per 9J-2.045(2)(h), F.A.C.)

- (p) The Project - the work and development that is to occur on the Property as permitted by this Development Order.
- (q) The Property or this Property - the real property subject to this Development Order as specifically described in Exhibit 1 and any portion thereof which may be sold, transferred, assigned or otherwise subsequently conveyed.
- (r) Regional roadway - A roadway shall be considered "regional" if it is defined as regional in the North Central Florida Regional Policy Plan.
- (s) PUD - Planned Unit Development, as defined by Alachua County Unified Land Development Code Chapter 392, Zoning Districts: Article IV. Planned Unit Development District.
- (t) Roadway - an existing or planned road segment in its entirety or any portion thereof, including intersections and interchanges.

- (u) RTS - Regional Transit System
- (v) SJRWMD - St. John's River Water Management District
- (w) SOV - Single Occupant Vehicle
- (x) TMA - Transportation Management Association, defined for this Development Order as The SpringHills Transportation and Botanical Water Gardens Association, Inc., a not for profit corporation pursuant to the Florida Not For Profit Corporation Act.
- (y) TSM/TDM - Transportation System Management/Transportation Demand Management

(4) Applicant Commitments

The Applicant has committed to the following actions to mitigate the potential adverse impacts associated with the development. Any specific conditions included as part of the Development Order which conflict with the commitments identified herein shall supersede those commitments.

1. The Applicant will construct the project as described in the Notice of Proposed Change for a Substantial Deviation Determination (filed 2/22/05) and the Application for Development Approval (ADA), as defined in the first paragraph of this Development Order.
2. The Applicant will provide hookups to centralized secondary wastewater treatment service owned and operated by Gainesville Regional Utilities (GRU) from all offices, retail commercial establishments, warehousing and industrial developments, and multiple -family residences within the project site. Additionally, the Applicant will provide hookups to centralized secondary wastewater treatment service owned and operated by Gainesville Regional Utilities from all single-family residences located in all quadrants of the project site. (ADA, pg. 18-1, A & pg. 18-2, D; 1st Request, pg. 74, 24.A.2; RPC Clearinghouse Meeting)
3. Centralized water service will be provided to all development, including all residences, within the project. (ADA, pg. 17-1, A.1; 1st Request, pg. 74, 24.A.2)
4. No water wells will be constructed on the project site unless permitted/required by Alachua County and/or the St. Johns River Water Management District (SJRWMD). (ADA, pg. 17-1, A.1. & C.1.)
5. The project will conform to the rules of the St. Johns River Water Management District pursuant to Rule 40C-42, F.A.C., and Alachua County for stormwater management and erosion. (ADA, pg. 19-1 A)
6. Post-development runoff will not exceed pre-development runoff from the site in terms of water quantity/dispersal times or water quality as per Rules 40C-40 and 40C-42, F.A.C.. (ADA, pg. 19-4 B)

7. Master drainage facilities receiving stormwater discharge from the development will be operated and maintained by an owners association and/or by a separate stormwater utility. (ADA, pg. 19-8, E)
8. The Applicant will record a restrictive covenant with the land title as per Rule 9J-2.044(5)(b)1, F.A.C., which requires that the use of hazardous materials be restricted through legally binding instruments to amounts less than those specified in Rule 9J-2.044(5)(a)1 and 2, F.A.C.(1st Request, pg. 29, Part III)
9. The Applicant commits to the development of individual parcels within the project site incorporating a number of energy conservation measures, including:
 - a. Separating buildings from heat absorbing surfaces;
 - b. Use land massing and building orientation to channel breezes and control sunlight;
 - c. Energy efficient designs for lighting, electrical, heating, and air conditioning equipment; and
 - d. Innovative energy conservation construction techniques. (ADA, pg. 29-2, D)
10. Ten acres of the project site have been identified as jurisdictional wetlands and 59 acres will be maintained as open space. The acreage will be owned and maintained by a non-public entity. The Applicant may implement requirements for open space ownership and maintenance responsibility through a Developer's Agreement with Alachua County. (ADA, pg. 21-1, A & C)
11. Three acres of the project site will be maintained as a park. The acreage will be owned and maintained by a non-public entity. The Applicant may implement requirements for recreation ownership and maintenance responsibility through a Developer's Agreement with Alachua County. (1st Request, pg. 107, 26.C & 26.G)

12. A pedestrian/bicycle system will be developed within areas classified as Open Space as depicted on Map H of the Application for Development Approval. (ADA, pg. 26-1, A)
13. A property owners association or a CDD will be established which will have operation and maintenance responsibilities for the common areas after project completion. (1st Request, pg. 107, 26.C)
14. Prior to the beginning of Phase III, the Applicant will re-assess the adequate/affordable housing impact of the project using the East Central Florida Regional Planning Council's affordable housing demand, supply, and need methodology and will mitigate the project's affordable housing impact, should a significant impact be determined, using one or a combination of the following three options as allowed by Rule 9J-2.048, F.A.C.:
 - a. Construction of adequate housing units on-site, or reasonably accessible to the development site;
 - b. Payment to an appropriate affordable housing trust fund; and/or
 - c. Dedicated direct rent or ownership subsidies to the development's very low-, low-, and moderate-income employees in a sufficient amount to satisfy the adequate housing need identified for each salary income range within that stage or phase's very low-, low-, and moderate-income employee households.
(2nd Request, pg. 64-65)
15. During the construction phases of the project, work practice standards will be adopted to minimize the generation of fugitive particulate matter emissions. These practice standards will include compliance with open burning regulations (if open burning is necessary), watering or the use of other dust suppressants as necessary, and the re-vegetation of all developed areas as quickly as possible after development.
(ADA, pg. 22-23)
16. An application will be made to the Florida Fish and Wildlife Conservation Commission for an Incidental Take Permit. The Applicant will purchase 7.46 acres of

off-site gopher tortoise habitat located within the FFWCC's mitigation park at the time of the submittal of the application. (ADA, pg. 12-11, Wildlife)

17. Wetlands W-1 through W-3, W-5 through W-7, W-9 through W-11, and W-13 through W-15 as described and mapped in the ADA, will be preserved in their natural state. Their hydroperiods will be maintained or, where practicable, enhanced, through the discharge of treated stormwater. Protective upland buffers consistent with the provisions of Chapter 359, Alachua County Unified Land Development Code will be established around these wetlands. (ADA, pg. 13-5,3)
18. The wetlands referenced in the previous Applicant commitment will be dedicated as conservation areas (via easement or fee simple dedication) in accordance with permitting criteria elements of the St. Johns River Water Management District's MSSW/ERP permitting program. (ADA, pg. 13-5,3)
19. A series of wet/dry detention basins will be constructed upstream of the deeper depression areas planned for use as retention basins. Retention and detention basins shall be located throughout other portions of the project site to allow for physical settling and filtration of the first flush of storm runoff. (ADA, pg. 14-5)
20. Best management practices and commonly used methods of erosion control will be employed during site clearing and grading. Such methods include positive site grading, silt fencing for control of water-induced erosion, and sprinkling for control of wind-induced erosion. (ADA, pg. 15-3, C)
21. Upon completion of construction, seeding, mulching, and sodding will be employed, as appropriate, to control erosion. (ADA, pg. 15-3, C)
22. Any organic soils or suitable overburden materials which may be excavated during backfilling operations will be employed on the site during the landscaping phase of site development. (ADA, pg. 15-3, D)
23. Development within floodprone areas within the Northwest quadrant will be limited to one road crossing and utilities as shown on Map C of the Application for Development Approval (ADA). The top of the road will be 88.00 feet above median sea level (msl) and the utilities will be designed to prevent contamination of

floodwaters by infiltration and/or exfiltration. A compensation storage volume will be created within the flood stage, below 88.00 feet msl, to offset the additional runoff volume discharged downstream from the project. (ADA, pg. 16-2, C)

(5) Condition: Recreation and Open Space

This development shall maintain the County's adopted level of service for recreation of 3.0 acres of improved recreation site per 1,000 persons in the unincorporated area of the County. Prior to Phases III and IV, the Applicant shall address how the development is maintaining compliance with the County's recreation concurrency requirements through submittal of a parks and recreation assessment and mitigation plan. This plan shall be reviewed and approved by the Alachua County Department of Growth Management and the Alachua County Department of Public Works within 30 days of submittal by the Applicant. In the event that the level of service for recreation falls below the adopted standard, concurrency for parks and recreation can be mitigated using one of the following methods:

1. Compliance with the requirements of Alachua County Comprehensive Plan Capital Improvements Element Policy 1.3.2-A(1-4); or
2. At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or
3. The necessary facilities and services are guaranteed in an enforceable development agreement which requires commencement of construction of the facilities within one year of the issuance of the applicable development permit. Such enforceable development agreements may include, but are not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or Development Order issued pursuant to Chapter 380, Florida Statutes.[9J-5.0055 (2)(b)]

No building permits for Phases III and IV shall be issued until the parks and recreation assessment and mitigation plan has been approved by the Alachua County Department of Growth Management and the Alachua County Department of Public Works.

(6) Conditions: Transportation

- a) The FDOT has committed that the following road projects will begin construction no later than fiscal years 2001/2002.
 - 1) Interstate 75 interchange at NW 39th Avenue (SR 222) - Reconstruct interchange and widen NW 39th Avenue west past NW 98th Street
 - 2) SR 26 (Newberry Road) from west of CR 241 South to CR 241 North - Widen to 4 lanes.
 - 3) SR 121 (NW 34th Street) at NW 39th Avenue (SR 222) - extend right turn lanes.

These road projects are considered by Alachua County and the Applicant to be in place for all development proposed within Alachua County and are used in determining whether the County's traffic concurrency requirements have been met.

Construction of these projects provides capacity which is needed to serve traffic from SpringHills. If any of these projects are delayed beyond FY 2001/2002, then SpringHills Development of Regional Impact (DRI) can be expected to have an even greater impact on the transportation system and, therefore, the Applicant shall amend or modify the traffic analysis as appropriate. Based on the revised or amended analysis, the Development Order may be amended.

- b) For the specific purposes of the following transportation conditions, the SpringHills (DRI) shall be defined into phases based on the land use matrix found in Section 4, Subsection (2) General Description of the Project, in this Development Order.

- c) Prior to the initiation of Phase II, the Applicant shall be responsible to insure that the following modifications to the transportation system shall be in place:
- 1) Construct a covered bus shelter to serve the new bus route which will access the Northeast quadrant.
 - 2) Extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court/NW 39th Avenue Intersection. (Per page 15 of the SpringHills Shopping Center, Burger King and Sonny's Restaurant Traffic Analysis Study.)
 - 3) Extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersection. (Per page 15 of the SpringHills Shopping Center, Burger King and Sonny's Restaurant Traffic Analysis Study.)
- d) At the time of issuance of the last construction permit for the following projects: SpringHills Shopping Center Phase I, SpringHills Shopping Center Outparcels (4 outparcels consisting of 2 proposed banks and 2 proposed type A restaurants), the Burger King Restaurant, and the Sonny's restaurant, or prior to the completion of Phase II, whichever occurs first, the Applicant shall commence or cause to commence construction of an eastbound right turn lane at NW 91st Street/NW 39th Avenue intersection. The construction of this project must be complete prior to the issuance of a Certificate of Occupancy for the last of the above referenced projects, or the last of the Phase II projects, whichever occurs first.
- e) Access management modifications to NW 39th Avenue between and including NW 91st Street and NW 92nd Court agreed to by Alachua County and the Applicant, and approved by the Florida Department of Transportation must be in place prior to the completion of Phase II. No median openings shall be considered along NW 39th Avenue between NW 92nd Court and NW 91st Street.

f) Per 9J-2.045 (7)(a), F.A.C., a specific annual traffic monitoring program shall be submitted to the County by SpringHills DRI within 60 days following the issuance of the final Development Order. The Alachua County Public Works Department shall approve the methodology and reporting requirements described in this program within 60 days of receipt. The reports shall include procedures and methods to monitor levels of service and to identify the actual trip generation and distribution of Project traffic on monitored roadways and intersections. The annual data collected in this report shall be compared to the data presented in the final transportation report submitted for the ADA. Thereafter, the methodology and reporting requirements shall be included in the report. The report and any proposed changes to the methodology shall be submitted annually to the Alachua County Public Works Department at least 45 days prior to the report deadline for review and consideration of revision due to changes in traffic monitoring technology, or changes in the level of impact of this DRI.

g) Beginning with the approval of this Development Order and in conjunction with the annual monitoring reports required by Section 11 of this Development Order, the Applicant shall submit annual reports per 9J-2.045(7)(a)4, F.A.C., as described in Condition 6.f. showing the existing project traffic for am peak, pm peak and annual daily trips, existing traffic volumes, turning movements counts, existing levels of service and projected levels of service based on reserved trips on those road segments listed below, including all signalized intersections along the listed road segments, and any other segments identified where the project traffic is determined to be significant (as defined by Section 9J-2.045(6), F.A.C.) at the time the study is conducted. Project traffic shall include "... the impacts of all existing project development, all permitted project development, and all project development likely to receive building permits . . ." during the next year (9J-2.045(7)(a)4.b, F.A.C.)

- 1) NW 39th Avenue from CR 241 to NW 43rd Street
- 2) NW 23rd Avenue from NW 98th Street to NW 55th Street (initially)
- 3) NW 23rd Avenue from NW 98th Street to western terminus (after construction)
- 4) NW 98th Street from NW 23rd Avenue to NW 39th Avenue
- 5) NW 83rd Street from NW 23rd Avenue to NW 39th Avenue

- 6) I-75 from SR 26 (Newberry Road) to NW 39th Avenue
- 7) I-75 entrance and exit ramps at NW 39th Avenue.

The annual report shall also document mass transit modifications, bicycle/pedestrian modifications, and any other TSM/TDM strategies undertaken to date to reduce single occupant vehicle (SOV) trips, and changes in mass transit frequency and level of service as well as bicycle/pedestrian levels of service, when such levels of service are adopted by the BoCC. The Annual Monitoring Report shall evaluate and recommend mitigative measures involving/including local street networks, transit, bicycle/pedestrian facilities, and services to address any transportation system capacity deficiencies identified in the report for the year being monitored.

- h) If a road segment is shown by monitoring not to meet adopted level of service standards², and if the traffic on that segment from SpringHills is significant (as defined by Section 9J-2.045(6), F.A.C.), then the approval of any development projected to generate additional trips on the identified segment shall require funding commitments for the identified mitigative measures. The mitigative measures must be identified in this Development Order or the Development Order must be amended pursuant to Section 380.06(19)(f), Florida Statutes, to identify mitigative measures for the roadways or intersections failing to meet the adopted level of service standard. No additional general purpose lanes on NW 39th Avenue shall be considered an acceptable mitigative measure, unless contained in the MTPO adopted Long-Range Transportation Plan. As used in this Development Order, funding commitments shall mean that the County has provided for construction/implementation in the third (3rd) year of its capital improvement program, FDOT has provided for construction/implementation in the third (3rd) year of its work program, or other public or private entity or partnership has committed, through an executed development agreement, to construct/implement the mitigative measures within three (3) years. A stop order will be issued for any further development generating trips in excess of

²The maximum service volumes associated with the adopted level of service standards may be determined through approved analysis procedures, including, but not limited to, Florida Department of Transportation generalized tables, spreadsheet applications ART_PLAN, ART_TAB, FREE_TAB, or other software. Methods of determining maximum service volume should be in compliance with the methodologies/procedures established and used in the MTPO Annual Level of Service Report.

the amount triggering the need for a described modification for which there is no funding commitment as defined above. Any development authorized in this Development Order which received approval through the County's Development Review Process prior to the stop order, and has a valid Certificate of Level of Service Compliance, shall be allowed to proceed in accordance with conditions in this Development Order and any conditions in the site plan. If it is necessary for the Applicant to finance required roadway modifications, Alachua County may enter into a Joint Participation Agreement (JPA) with the Applicant to accommodate reimbursement. The JPA shall be based upon terms and conditions acceptable to both the County and the Applicant.

- i) Nothing in this Development Order shall be construed to exempt this project or any portion thereof, from the requirements of Chapter 365 "Concurrency Management" of the Alachua County Unified Land Development Regulations. All proposed development associated with this DRI shall be required to meet concurrency requirements and obtain preliminary and final certificates of level of service compliance at the time of site plan approval. Provided however Alachua County and the Applicant/Owner/Developer may enter into a development agreement that allows trip reservations and compliance with concurrency requirements for this development where the developer provides for adequate financing or construction/implementation of mitigative measures.
- j) Prior to the initiation of Phase III, the Applicant shall prepare an update to the ADA transportation study supplement dated April 2, 1999, for Phases III and IV of the Project. As part of this update, the study must identify needed mitigative measures for, at a minimum, road segments listed in Condition 6.g. including all signalized intersections along all listed road segments. The study shall specifically investigate and make recommendations on non-auto modifications (including, but not limited to, park and ride lots, mass transit, bicycle, and pedestrian enhancements) which will help reduce SOV trips. The study shall identify strategies to reduce the number of trips on the regional road network by connecting the different quadrants of the development, and connecting this project with adjoining development. In addition, the study shall investigate opportunities for new roadway facilities to provide and promote route choice, including at a minimum, the extensions of NW 83rd Street, NW 122nd Street, NW 23rd Avenue, NW 31st Avenue and an I-75 overpass through the Project connecting the extension of NW 83rd Street and

the western boundary of the Project. Trip credits will be granted for the mitigative measures listed above, e.g. mass transit, park and ride lots, by Alachua County Public Works Department based on documentation of the mitigative measures to be undertaken by the Applicant/Owner and supported by appropriate data. Alachua County Public Works Department shall track trip generation credits granted to the owner applicant. The trip generation credits shall be coordinated with the applicant and reported annually in the monitoring report. In addition, through the study and/or the SpringHills Transportation Management Association (TMA), the Applicant shall make a good faith effort to coordinate transit service and other trip reduction strategies with Santa Fe Community College and AvMed Health Services.

The transportation update must be prepared utilizing a methodology reviewed by the Florida Department of Community Affairs, the Florida Department of Transportation, Alachua County Public Works Department, City of Gainesville, and the North Central Florida Regional Planning Council. After review by these agencies the methodology must be approved by Alachua County Public Works Department and the Department of Community Affairs (9J-2.045(7)(a)4, F.A.C.). The study shall be submitted to FDOT, NCFRPC and the City of Gainesville for review and comment. This study must identify modifications that are consistent with current FDOT, Metropolitan Transportation Planning Organization (MTPO), and Alachua County plans and policies. Any modifications identified must be approved by the appropriate agency. The DRI Development Order shall be amended to include all additional transportation mitigation measures. The proposed Development Order amendment shall be submitted by the applicant to Alachua County, the North Central Florida Regional Planning Council, and the Florida Department of Community Affairs for substantial deviation determination pursuant to Chapter 380.06 (19), Florida Statutes. Unless the Development Order amendment, as determined by the NCFRPC, contains adequate transportation mitigation measures to accommodate the anticipated traffic for all phases of the development, the amendment shall constitute a substantial deviation.

- k) Notwithstanding the arrangements able to be achieved within the SpringHills TMA, the Applicant shall coordinate with the Gainesville Regional Transit Service in Alachua County for the expansion of transit routes to serve the SpringHills DRI and provide for integration with existing transit service in or adjacent to the DRI study area and the regional transit service area prior to

the initiation of Phase II. Furthermore, the Applicant shall establish a verifiable trip reduction program prior to the initiation of Phase III, including as a minimum, guaranteed ride home to all employees participating in the rideshare program within the SpringHills DRI boundary, and shall establish a ride-sharing database to link together those employees desiring to car pool or van pool. All expenditures related to a ride matching program and a guaranteed ride home program shall be borne by the Applicant or a designated organization formed to provide this service. If the annual monitoring report indicates that the trip reduction program is operating more effectively than the model used with the revised transportation impact study estimated, then additional trip reduction credits may be granted. Prior to the completion of Phase III, a part-time rideshare co-ordinator shall be provided to facilitate the trip reduction strategies. The provision of the ride share coordinator may be coordinated through the SpringHills TMA.

- l) In the interest of safety, and to promote alternative forms of transportation, the Applicant shall provide a plan for an on-site system of bikeways and pedestrian circulation for all of Phase I. The system on-site bikeways associated with Phase I shall be substantially complete or provided for prior to the initiation of Phase II.
- m) Prior to the initiation of the Phase II, the Applicant shall submit to Alachua County for review and approval, a conceptual map identifying the internal transportation system for the entire project. Prior to the initiation of each phase hereafter, the Applicant shall submit to Alachua County, for review, maps clearly identifying the transportation system for that phase. The internal transportation system associated with a given phase shall be complete prior to the initiation of the next phase.
- n) Bicycle lockers or bicycle racks, transit passenger shelters and transit parking bays, consistent with Alachua County Land Development Regulations and RTS policies and requirements, shall be constructed to augment and facilitate the operations of transit service to the site in Phase II and in all future phases in conjunction with the extension of transit service. Transit pull-out bays and transit shelters, and their location as required by Alachua County Public Works Department and Department of Growth Management and the Applicant's trip reduction strategies shall be constructed by the applicant within the site boundary following approval by the Alachua County Public

Works Department. The location of transit facilities will be approved by the transit provider in cooperation with Alachua County. The Applicant shall consult with Gainesville Regional Transit System in order to determine the appropriate number and location of pull-out bays and transit shelters. The Applicant shall promote and encourage variable work hours and flextime participation by on-site employers.

- o) The transportation system within the site shall be developed in an interconnected manner to the maximum extent feasible. The internal transportation system shall be stubbed out to allow access and interconnections with adjacent properties both within and outside the DRI boundary, where appropriate, as determined by Alachua County Public Works Department. The transportation system shall be designed so that multiple roads, bike-paths and sidewalks can continue into any adjacent development in an effort to integrate adjacent properties and limit the impacts to the arterial roadway system. The exact number and location of streets, paths and sidewalks to be stubbed out will be determined during the site plan approval process.
- p) Sidewalks shall be constructed along both sides of all collector and arterial internal roadway where feasible, as determined by Alachua County Public Works Department. On collector and arterial roadways, where in-street bike lanes are not provided, pathways shall be constructed to a width of at least 8 feet to accommodate/facilitate bicycle and pedestrian traffic. Within residential areas, sidewalks shall be constructed to a width of at least 5 feet in accordance with current Alachua County standards. Speed calming techniques shall be implemented on all appropriate roadways to promote lower speeds and promote the use of bicycles and walking by increasing the safety and comfort level of all bicyclists and pedestrians. In all areas of SpringHills, where cycling will be accomplished on off-street and on-street facilities, appropriate signage and markings identifying bikeways shall be installed at the time of implementing the bikeway system. Special consideration shall be given to roadways connecting residential areas with employment and commercial centers.
- q) To facilitate multi-modal transportation, separate pedestrian (sidewalk) access with appropriate safety buffering as determined in the design standards

shall be provided to all commercial and office structures. Sidewalk access will also be provided between transit stops and nearby residential and commercial development.

- r) The Applicant/Owner shall be solely responsible for the following modifications to roadways and intersections that provide direct access into and within the Project. The following projects shall be constructed or scheduled for construction as determined to be necessary in the annual monitoring report, or at such time as the annual monitoring report identifies that 1660 cumulative external pm peak hour trips for Phase II are being generated, whichever occurs first.

Phase II Modifications

Channelize intersection of NW 97th Court and NW 39th Avenue

Signalize intersection of NW 92nd Court and NW 39th Avenue (or other mitigative measure as determined accepted by Alachua County, the Applicant, and FDOT.)

Extend NW 97th Court as a new two (2) lane road south to NW 98th Street.

The Applicant/Owner shall be solely responsible for any additional modifications that provide direct access into the Project and any additional modifications to the internal transportation system, as determined by Alachua County Public Works Department to be site-related improvements, identified through the site plan review process, or the transportation study update prepared as required by this Development Order.

- s) The Applicant/Owner shall insure development adjacent to NW 39th Avenue is set-back to allow for the construction of any special use lanes or turn lanes necessary to accommodate transportation impacts in Phases III and IV. The Applicant may receive impact fee credits at the time said property is dedicated for public use.
- t) The following roadways when constructed will be built to Alachua County standards and dedicated to and accepted by Alachua County following roadway construction as necessary to serve individual development phases:

(1) the northern extension of NW 98th Street, (2) the northern extension of NW 92nd Court, and (3) the northern extension of NW 91st Street, (4) the east-west connector (NW 41st Place) between the NW 98th Street extension and NW 97th Blvd. and (5) the east-west connector (in the 4300 Block) between the NW 92nd Court extension and NW 96th Blvd.

- u) In addition to the previously described conditions, the Applicant shall have the right to participate to the fullest extent possible in any and all combined future mitigation measures that utilize the joint resources of federal, state, county, local and private funding programs to offset Project impacts, less the proportionate share contribution. The SpringHills development reserves the right to utilize and participate in any other alternative financing measures enacted to address transportation needs. Alachua County agrees to consider all reasonable alternative transportation solutions including, but not limited to, alternative financing, trip reduction strategies, construction of parallel facilities, pipelining of modifications as defined in HB 17 and the associated implementing rule.
- v) In the event that a roadway modification is identified which is not compatible with the adopted policy of the FDOT, MTPO or Alachua County, the Applicant, Alachua County and the party/ parties having maintenance and/or jurisdictional responsibility for the facility shall determine alternate mitigation solutions to provide for the movement of goods and people.
- w) If Alachua County adopts any additional transportation impact fees in the future affecting the type and/or location of development within this Project, the developer may petition the local government, and the local government shall modify the affected provisions of the Development Order to give the developer credit for any contribution of land for a public facility, or construction, expansion, or contribution of funds for land acquisition or construction or expansion of a public facility, or a portion thereof, required by the Development Order toward an impact fee or exaction for the same need, per Chapter 380.06(16)(b) Florida Statutes. Impact fee credits will not be issued for internal streets constructed to serve the DRI and dedicated to the Public except for those streets outlined in Condition (t). The Applicant/Owner will be liable for any future impact fees to the extent that the impact fees required are not satisfied by impact fee credits.

- x) The Applicant shall support and encourage any necessary amendments of the adopted Gainesville Urbanized Area Long-Range Transportation Plan to include future transportation system modifications determined necessary, and for which the Applicant has any responsibility, to accommodate the impacts of the Project not considered cost feasible in the Long-Range Transportation Plan.
- y) The transportation mitigative measures associated with each phase or alternate mitigative measures as determined by the transportation study update or annual monitoring and included in an amended Development Order must be completed prior to the initiation of the next phase, regardless of funding source. The mitigative measures for Phases I and II and the conceptual mitigative measures for Phases III and IV as proposed by the applicant in the ADA are listed in Appendix A for information only.

(7) Condition: Housing

The development of this DRI shall include a variety of housing types meeting a full range of housing prices.

Prior to the initiation of Phases II, III, and IV, the Applicant shall re-assess the cumulative affordable housing impact of the project (including Phase I, which was the subject of the Preliminary Developer's Agreement) using the East Central Florida Regional Planning Council's affordable housing demand, supply, and need methodology and shall develop a plan for mitigating the project's affordable housing impacts consistent with Rule 9J-2.048, F.A.C.. This methodology and mitigation plan shall be based on the types and amounts of development that are specified in the Development Order, rather than the original ADA. Implementation of the mitigation plan shall occur within the phase in which the need is identified, or earlier. Should the mitigation occur on-site, mitigation shall not be concentrated, but shall be dispersed throughout the site. The threshold of significance is triggered if the cumulative adequate housing need exceeds 5 percent of the residential threshold or 50 units, whichever is greater (Rule 9J-2.048(7), F.A.C.). In the event that Alachua county adopts more stringent affordable housing policies, pursuant to 9J-2.048, F.A.C., the Applicant/Owner shall comply with those policies for any development which has not received final development plan approval from the Development Review Committee after the County adopts revised affordable housing policies.

Any significant identified unmet affordable housing need of the project shall be mitigated prior to construction of the next phase using one or a combination of the following three options as allowed by Rule 9J-2.048, F.A.C.. Mitigation of the project's significant impact on adequate affordable housing shall be guaranteed to be affordable initially, in the case of owner-occupied housing, or remain affordable for a minimum period of fifteen years, in the case of rental housing, in one of the following ways:

- a. Construction of affordable housing units on-site or reasonably accessible to the development site, sufficient to equal in number the affordable housing need identified for each salary income range within that phase's very low-, low-, and moderate-income employee households; or
- b. Payment to an appropriate affordable housing trust fund of funds dedicated to, and sufficient in amount to result in, the rehabilitation of unoccupied substandard housing or construction of reasonably accessible affordable housing units equal in number to the affordable housing need identified for each salary income range within that phase's very low-, low-, and moderate-income employee households; or
- c. Dedicated direct rent or ownership subsidies to the development's very low-, low-, and moderate-income employees sufficient in amount to satisfy the affordable housing need identified for each salary income range within that phase's very low-, low-, and moderate-income employee households.

For purposes of this condition, the term "reasonably accessible" means a commute time from the principal access point of the place of employment in the development to the location of adequate housing by private or public conveyance of twenty minutes (during peak hour) or a commute distance of ten miles, whichever is less. This distance and time determination shall be established from the use of traffic analysis zones.

No certificates of occupancy (CO) for occupancies included in this development for Phases II, III, and IV shall be issued until the affordable housing assessment and

mitigation plan is in place. Assessment of housing impacts, and a final mitigation plan, must be in place prior to the commencement of development for each phase of the DRI. The Applicant/Owner shall comply with the Alachua County Comprehensive Plan Policies and Land Development Regulations in effect on the date that each affordable housing impact assessment is submitted. At such time as the assessment and mitigation plan has been finalized, the Applicant shall submit it to Alachua County, the North Central Florida Regional Planning Council, and the Florida Department of Community Affairs for substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes. Unless the assessment and mitigation plan, as determined by the North Central Florida Regional Planning Council, substantially complies with the terms of this condition, it shall constitute a substantial deviation.

(8) Conditions: Vegetation and Wildlife

- a) The Applicant shall provide evidence to Alachua County, the North Central Florida Regional Planning Council, and the Florida Department of Community Affairs that an off-site gopher tortoise habitat mitigation park has been acquired by the Florida Fish and Wildlife Conservation Commission in the name of this DRI for the purpose of mitigating the project's adverse impacts to gopher tortoise habitat.
- b) Prior to the initiation of Phase II, the Applicant shall conduct surveys of all upland forest habitat identified on Map D in the ADA document for the presence of listed plant species.

Activities affecting all listed plant species found on-site shall satisfy the requirements of Chapter 581.185, Florida Statutes, Rule 5B-40, F.A.C., and be consistent with the goals and policies of the North Central Florida Strategic Regional Policy Plan and the Alachua County Comprehensive Plan. The Applicant shall develop a plan for the mitigation of adverse impacts to all listed plant species identified on the project site.

- c) No land clearing, removal of vegetation, or other development activities of Phases II, III, and IV shall occur until Conditions (8).a. and (8).b. above have been addressed. At such time as the plan has been finalized, the Applicant shall submit it to Alachua County, the North Central Florida Regional Planning Council, and the Florida Department of Community Affairs for

substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes. Unless the listed plant species survey and mitigation plan, as determined by the North Central Florida Regional Planning Council, substantially complies with each item in subsection (8).b. above, the plan shall constitute a substantial deviation.

- d) Category I non-native plant species as published in the Florida Exotic Pest Plant Council's annual list of Florida's most invasive species shall be prohibited in new landscaping throughout the project area.

(9) Conditions: Water

- a) The Applicant shall prepare a water quality monitoring program (WQMP) which includes groundwater monitoring. The proposal shall be designed to determine the effects of the stormwater management system and of the development in general on the groundwater. The WQMP shall include monitoring well locations, parameters for analysis, and project quality assurance. The WQMP shall include a quarterly and cumulative annual reporting system with copies of the reports being submitted to Alachua County and the Florida Department of Environmental Protection within fifteen days of receipt of the monitoring data from the reporting laboratory. Alachua County, with comments from the Florida Department of Environmental Protection, shall evaluate the reports and reserve the right to recommend changes in parameters, sampling locations and sampling frequencies if so warranted.
- b) The Applicant may, annually, request changes in the monitoring program. Such requests shall include the facts and analysis of those facts that they feel would justify the requested change(s). Such requests shall be evaluated by Alachua County, with comments from the Florida Department of Environmental Protection, and a timely response provided to the Applicant. Items that will be considered in evaluating requests include geologic and hydrologic features of the site, past monitoring results, potential water quality impacts from activities that are occurring on the site, potential water quality impacts from future activities on the site, then current policies, federal, state,

and local, related to groundwater protection, and then current scientific knowledge related to groundwater protection.

- c) The proposal shall include a requirement that if the WQMP indicates violations of State of Florida water quality standards as a result of on-site sources, the Applicant and/or its successor in interest, shall take actions to reduce pollutants to meet the State standards. The actions and timeframes required to implement the actions shall be determined by Alachua County with comments from the Florida Department of Environmental Protection.
- d) No certificates of occupancy (CO) for Phases II, III, and IV shall be issued until the WQMP is in place. At such time as the plan has been finalized, the Applicant shall submit it to Alachua County, the North Central Florida Regional Planning Council, the Florida Department of Community Affairs, and the Florida Department of Environmental Protection for substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes. Unless the program, as determined by the North Central Florida Regional Planning Council, substantially complies with each item in subsections (9).a, b, and c. above, the program shall constitute a substantial deviation.

(10) Community Development District (CDD)

- a) The Applicant/Owner may file an application to create a Community Development District (CDD) pursuant to Chapter 190, Florida Statutes. The purpose of the CDD will be to perform those specialized functions as set forth in the Florida Statutes which involve the delivery of community services to the residents and property owners of the SpringHills Development of Regional Impact area.
- b) The formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination shall be done as required by Chapter 190, Florida Statutes.

(11) Conditions: Land Use and Design

- a) Prior to commencement of development of Phase II, an overall conceptual zoning master plan covering all lands within the DRI, to be implemented in the form of a PUD for each quadrant of the DRI, shall be submitted to the Alachua County Board of County Commissioners for review and approval; the master plan and subsequent development phases shall be consistent with Article 4 Planned Unit Development of the Alachua County Land Development Regulations. The conceptual zoning master plan shall show land use densities and intensities including estimated number of dwelling units, and non-residential square footage by area, and shall at a minimum address the overall traffic circulation system, pedestrian and bicycle paths, transit accommodations, drainage, open space/recreational, conservation areas, and utility provisions in a manner consistent with the Alachua County Board of County Commissioners adopted design standards for the DRI.
- b) A set of Design Control Standards addressing land use, lots and buildings, architecture, landscaping, signage, lighting, streets, and parking, service areas and dumpsters, at a minimum shall be submitted to the Department of Growth Management for final review 30 days following the issuance of the final Development Order. The Design Control Standards shall then be presented to the Board of County Commissioners at a public hearing for adoption and approval within 60 days of receipt. These Design Standards shall be adopted by ordinance as an overlay district for the SpringHills Activity Center in the Alachua County Unified Land Development Code. An architectural/design review committee shall be established to review and approve each proposed development prior to the final site plan approval by the Alachua County Development Review Committee. The architectural/design review committee shall consist of the Alachua County Director of Growth Management, or designee, an architect, a landscape architect, an engineer, a representative from the community appointed by the BoCC, and an individual appointed by the Applicant. Members of professional expertise shall be jointly selected by the County and the Applicant. Should the BoCC establish a county-wide architectural review committee, that committee shall serve this function.
- c) In the event Alachua County adopts new land development regulations and/or development-related fees, the Applicant/Owner shall comply with the new/revised land development regulations and/or development-related fees for development which has not received final development plan approval

from the Development Review Committee. Such regulations may include, but are not limited to:

- water
- wastewater
- stormwater management
- education
- parks and recreation
- greenspace/open space and conservation
- law enforcement
- fire protection and emergency medical services
- solid waste
- vegetation and wildlife
- mass transit
- transportation facilities

Section 5. That, physical development authorized by this Order shall commence no later than one year from the effective date of this order; and the buildout date for project completion is the year 2020.

Section 6. That, this amended Order shall remain in effect for a period of seventeen (17) years from the effective date of this Order.

Section 7. That, this Order shall be binding upon the Applicant/Owner, assigns, or successors- in- interest.

Section 8. That, the definitions contained in Chapter 380.06, Florida Statutes, shall control the interpretation and construction of any terms of this Order.

Section 9. That, the Alachua County Board of County Commissioners, agrees that, except for the development approved for Phases III and IV, as set out herein, the approved DRI shall not be subjected to down-zoning, unit density reduction, or intensity reduction, for a period of seventeen (17) years following the effective date of the amended Order, unless it can be demonstrated that substantial changes in the conditions underlying the approval of the

Order have occurred or that the Order was based on substantially inaccurate information provided by the Applicant, or that the change is clearly established by the County to be essential to the public health, safety, or welfare. Provided, however, prior to the initiation of Phase III, in conjunction with the results of the transportation update to the ADA and subsequent negotiations between the County and the Applicant/Owner, the BoCC will reassess the density and intensity of the proposed land uses to ensure that there is adequate provision for transportation infrastructure to serve the development approved in this Order for Phases III and IV. Should the transportation infrastructure be found inadequate to serve the development approved in this Order for Phases III and IV, the Applicant/Owner may propose any of the following options:

- 1) Revise the land uses in the development program;
- 2) Increase its contribution to the cost of construction;
- 3) Enter into a joint financing agreement or Development Agreement to support the cost of new construction;
- 4) Apply an alternative financing mechanism to meet any unfunded needs;
- 5) Adopt and implement alternative measures as allowed by this Development Order or Florida law.

The BoCC may approve the applicants proposal or other mitigation. The BoCC reserves the right to subject Phase III and IV to a down-zoning, unit density reduction, or intensity reduction as required to assure transportation facilities will be adequate to accommodate the impacts of the approved development should an agreement not be reached through the above referenced methods.

Section 10. That, Alachua County is responsible for insuring compliance with this Order.

Monitoring shall be accomplished by review of the Annual Report, building permits, certificates of occupancy, plats, if applicable, and by on-site observations.

Section 11. That, the Applicant shall submit an annual report in accordance with Section 380.06(18), Florida Statutes, and operative DCA rules to Alachua County, NCFRPC, the DCA and other agencies as may be appropriate on May 1st of each year during the term of this Order. Every Development Order shall require the annual monitoring report to include the following (9J-2.025(7)):

(a) Any changes in the plan of development, or in the representations contained in the Application for Development Approval, or in the phasing for the reporting year and for the next year;

- (b) A summary comparison of development activity proposed and actually conducted for the year;
- (c) Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer;
- (d) Identification and intended use of lands purchased, leased or optioned by the developer adjacent to the original DRI site since the Development Order was issued;
- (e) A specific assessment of the developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments which are contained in the Application for Development Approval and which have been identified by the local government, the Regional Planning Council or the Department of Community Affairs as being significant;
- (f) Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;
- (g) An indication of a change, if any, in local government jurisdiction for any portion of the development since the Development Order was issued;
- (h) A list of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each;
- (i) A statement that all persons have been sent copies of the annual report in conformance with Subsections 380.06(15) and (18), Florida Statutes; and
- (j) A copy of any recorded notice of the adoption of a Development Order or the subsequent modification of an adopted Development Order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.

Section 12. That, the Alachua County Director of Growth Management is hereby directed to send copies of this Order, within seven (7) days of the effective date of this Resolution, to the Applicant/Owner, NCFRPC and the DCA.

Section 13. That, this Order shall be deemed rendered upon transmittal of copies of this Order to the recipients specified in Chapter 380.06, Florida Statutes.

Section 14. That, the Applicant/Owner shall record a notice of adoption of this Order pursuant to Chapter 380, and shall furnish the Building Inspector of Alachua County a copy of the recorded notice.

Section 15. That, it is understood that any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created or designated

as successor-in-interest to, or which otherwise possesses any of the powers and duties of any referenced governmental agency in existence on the effective date of this Order.

Section 16. Effective Date.

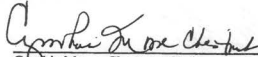
- A. The Development Order shall take effect upon the occurrence of both of the following:
 - 1) adoption by the Alachua County Board of County Commissioners; and
 - 2) transmittal, within seven (7) calendar days of the adoption of the Development Order, to the DCA.
- B. If this Development Order is appealed pursuant to Section 380.07, Florida Statutes, the effectiveness of this Development Order shall be stayed until such time as all appeals have been withdrawn or finally resolved pursuant to Section 380.07, Florida Statutes.
- C. Alachua County shall also send copies of this Development Order, within seven (7) calendar days of the date of approval, to the NCFRPC and the Applicant.

Section 17. That, in the event that any portion or section of this Order is determined to be invalid by a court of competent jurisdiction, the remaining portions or sections of this Order shall remain in full force and effect.

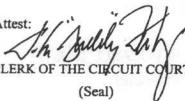
DULY ADOPTED in regular session this 12th day of April, 2005.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

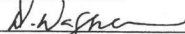
By:


Cynthia Moore Chestnut, Chair

Attest:


CLERK OF THE CIRCUIT COURT
(Seal)

APPROVED AS TO FORM


Alachua County Attorney

APPROVED AS TO CORRECTNESS


Department of Growth Management Director

WITNESSES:

GATEWAY TO GAINESVILLE, LTD.

(Signature of Witness)



(Printed Name of Witness)

Ronald Locke

By:



OSCAR E. HAUFLE

As President of Thirty-Ninth Avenue,
Inc.

General Partner

OSCAR E. HAUFLE REVOCABLE TRUST,
dated 11/25/91 as amended

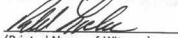
By:



OSCAR E. HAUFLE

As Trustee

(Signature of Witness)



(Printed Name of Witness)

Ronald Locke

HAUFLE BROTHERS, LTD.

By:



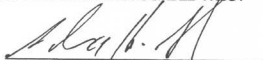
OSCAR E. HAUFLE

As President of Thirty-Ninth Avenue,
Inc.

General Partner

EUGENE B. HAUFLE REVOCABLE TRUST

By:



SANDRA SONTAG

As Successor Trustee

(Signature of Witness)



(Printed Name of Witness)

Ronald Locke

(Signature of Witness)



(Printed Name of Witness)

Judith A. Isaac

NRB DEVELOPMENT, INC.

By: E. Robert Haufler
E. ROBERT HAUFLE
As President

(Signature of Witness)

Judith A. Isaac
(Printed Name of Witness)
Judith A. Isaac

O & E PARTNERSHIP, LTD.

By: Oscar E. Haufler
OSCAR E. HAUFLE

(Signature of Witness)

Ronno Locke
(Printed Name of Witness)
Ronno Locke

As President of Oak Glade Apartments, Inc.
General Partner

THIRTY-NINTH AVENUE, LTD.

By: Oscar E. Haufler
OSCAR E. HAUFLE

(Signature of Witness)

Ronno Locke
(Printed Name of Witness)
Ronno Locke

As President of Thirty-Ninth Avenue, Inc.
General Partner

ERNEST L. HAUFLE REVOCABLE TRUST,
dated 1/9/91 as amended

By: Ernest L. Haufler
ERNEST L. HAUFLE
As Trustee

(Signature of Witness)

Judith A. Isaac
(Printed Name of Witness)
Judith A. Isaac

HAUFLER PROPERTIES, INC.

(Signature of Witness)



(Printed Name of Witness)

Ronaldo Locke

By:



OSCAR E. HAUFLER

As President

SPRINGHILLS INVESTMENTS, INC.

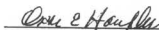
(Signature of Witness)



(Printed Name of Witness)

Ronaldo Locke

By:



OSCAR E. HAUFLER

As President

(Signature of Witness)



Ronaldo Locke

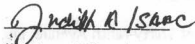
By:



OSCAR E. HAUFLER

(Printed Name of Witness)

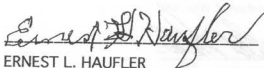
Ronaldo Locke



(Signature of Witness)

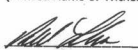
Judith A. Isaac

By:



ERNEST L. HAUFLER

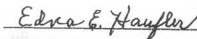
(Printed Name of Witness)



(Signature of Witness)

Ronaldo Locke

By:



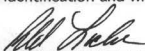
EDNA E. HAUFLER

(Printed Name of Witness)

STATE OF FLORIDA

COUNTY OF ALACHUA

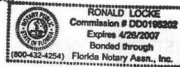
This instrument was acknowledged before me this 9 day of _____, 2005, by OSCAR E. HAUFLE, as President of Thirty-Ninth Avenue, Inc., General Partner of Gateway to Gainesville, Ltd., a Florida limited partnership, who is personally known to me or who has produced _____, as identification and who did take an oath.



Notary Public

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:



STATE OF FLORIDA

COUNTY OF ALACHUA

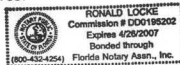
This instrument was acknowledged before me this 9 day of _____, 2005, by OSCAR E. HAUFLE, as Trustee of the Oscar E. Haufler Revocable Trust, dated 11/25/91, as amended, who is personally known to me or who has produced _____, as identification and who did take an oath.



Notary Public

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:



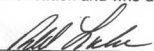
Amended SpringHills Development Order, April 2005

Page 41 of 53

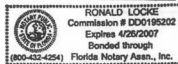
STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 9 day of _____, 2005, by OSCAR E. HAUFLE, as President of Thirty-Ninth Avenue, Inc., General Partner of Haufler Brothers, Ltd., a Florida limited partnership, who is personally known to me or who has produced _____, as identification and who did take an oath.



Notary Public



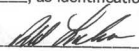
(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 3 day of MAY, 2005, by SANDRA SONTAG, as Successor Trustee of the Eugene B. Haufler Revocable Trust, who is personally known to me or who has produced _____, as identification and who did take an oath.



Notary Public

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:



STATE OF FLORIDA

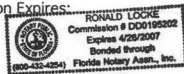
COUNTY OF ALACHUA

This instrument was acknowledged before me this 3 day of MAY, 2005, by E. ROBERT HAUFLE, as President of NRB DEVELOPMENT, Inc., a Florida corporation, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:



STATE OF FLORIDA

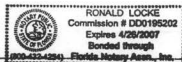
COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of MAY, 2005, by OSCAR E. HAUFLE, as President of Oak Glade Apartments, Inc., General Partner of O & E Partnership, Ltd., a Florida limited partnership, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

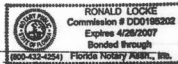


STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of MAY, 2005, by OSCAR E. HAUFLE, as President of Thirty-Ninth Avenue, Inc., General Partner of Thirty-Ninth Avenue, Ltd., a Florida limited partnership, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

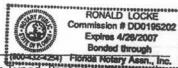
My Commission Expires:

STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 3 day of MAY, 2005, by ERNEST L. HAUFLE, as Trustee of the Ernest L. Haufle Revocable Trust, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

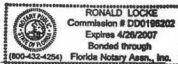
My Commission Expires:

STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of MAY, 2005, by OSCAR E. HAUFLER, as President of Haufler Properties, Inc., a Florida corporation, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

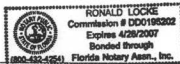
My Commission Expires:

STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of _____, 2005, by OSCAR E. HAUFLER, as President of Springhills Investments, Inc., a Florida corporation, who is personally known to me or who has produced _____, as identification and who did take an oath.

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

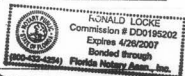
STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of May, 2005, by OSCAR E. HAUFLE, in his individual capacity, who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

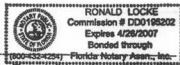
STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 3 day of May, 2005, by ERNEST L. HAUFLE, in his individual capacity, who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]

Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

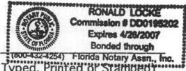
STATE OF FLORIDA

COUNTY OF ALACHUA

This instrument was acknowledged before me this 4 day of May, 2005, by EDNA E. HAUFLE, in her individual capacity, who is personally known to me or who has produced _____, as identification and who did take an oath.



Notary Public



(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires:

APPENDIX A

Mitigative Measures Proposed by the Applicant Included for Information Only

Mitigative measures identified for Phases III and IV are conceptual and include modifications that may be made by others, modifications that may be required from the Applicant, and those that may be eliminated by alternative mitigative measures and trip reduction strategies.

Phase I, Year 2005

Construct a covered bus shelter to serve the new bus route which will access the Northeast quadrant.

Extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court/NW 39th Avenue Intersection.

Add eastbound right turn lane at NW 91st Street/NW 39th Avenue intersection

Extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersection.

Phase II, Year 2005

NW 39 th Ave	@ NW 92 nd Ct	Signalize intersection
NW 39 th Ave	@ NW 97 th Ct	Channelize intersection
NW 97 th Ct	NW 98 th St to NW 97 th Ct	New 2lu

Phase III, Year 2010

NW 39 th Ave	NW 143 rd St to NW 110 th Ter	2lu to 4ld
NW 39 th Ave	110 Terr to NW 98 th St	2lu to 4ld
NW 39 th Ave	NW 98 th St to NW 83 rd St	4ld to 6ld

A possible alternate to this modification includes the construction of an I-75 overpass between the NW and NE quadrants of this Project, connecting the NW 83rd Street extension to the western property line of the project and an additional RTS bus route to the area or increased frequency on existing routes.

NW 39 th Ave	@ NW 43 rd St	Left turn lanes at all approaches
NW 98 th St	NW 23 rd Ave to NW 39 th Ave	2lu to 4ld
NW 23 rd Ave	NW 83 rd St to NW 55 th St	2lu to 4ld
NW 83 rd Street	NW 23 rd Ave to NW 39 th Ave	2lu to 4ld
NW 83 rd St	@North Road	Signalize Intersection
NW 83 rd St	@ Admin Road	Signalize Intersection, SB left turn lane
NW 39 th Ave	@ AvMed Health Park	Channelize Intersection, allow EB left turns
NW 83 rd St	@South Road	Signalize Intersection

NW 39 th Ave	@NW 108 th Avenue	Signalize Intersection, WB right turn lane
Ft. Clarke Blvd.	SR 26 to NW 23 rd Ave	2lu to 4ld
NW 39 th Ave	@ NW 98 th St.	WB left turn lane
SR 26	Ft. Clarke Blvd.	WB right turn lane

Phase IV, Year 2020

NW 39 th Ave	NW 110 th Terr to NW 98 th St	4ld to 6ld
NW 39 th Ave	NW 83 rd St to NW 43 rd St	4ld to 6ld
NW 39 th Ave	@ NW 98 th St	SB, NB left turn lanes
NW 39 th Ave	@ I-75 East Ramp	WB right turn lane
NW 39 th Ave	@ NW 91 st St	NB, SB right turn lanes
NW 39 th Ave	@ NW 92 nd Ct	EB left and right turn lanes
NW 83 rd St	@ Admin Road	EB left turn lane
NW 83 rd St	@ NW 23 rd Ave	EB left turn lane
NW 23 rd Ave	NW 98 th St to NW 143 rd St	new 2lu
NW 39 th Ave	@ NW 83 rd St	EB right, WB left turn lanes
SR 26	@ Ft. Clarke Blvd	EB left turn lane, SB shared right/left turn lane
SR 26	@ NW 91 st St	EB right turn lane
NW 98 th St	@ SR 26	WB right turn lane

For the specific purposes of these needed modifications, the Project shall be defined into the following cumulative external PM peak hour trips.

Phase	External Peak Hour Trips	External Peak Hour Trips Cumulative
I	1445	1445
II	430	1875
III	2220	4095
IV	1365	5460

AMENDED SPRINGHILLS DEVELOPMENT ORDER

WHEREAS, the Board of Directors of the City of SpringHills, Tennessee, has determined that it is in the best interests of the City to amend the SpringHills Development Order, and

WHEREAS, the Board of Directors has determined that the amendments to the SpringHills Development Order are necessary to ensure the proper development and use of the land within the SpringHills Development Order, and

APPENDIX C: EQUIVALENCY MATRIX FOR INFORMATION ONLY

At the July 26, 1999, public hearing for the SpringHills Development of Regional Impact, the Alachua County Board of County Commissioners amended the Development Order to include the following provision:

The Alachua County Board of County Commissioners directs staff to strike the matrix and explanatory language (beginning on page 5 where it states "SpringHills may exchange land uses....," including the equivalency matrix on page 6, and ending with the words "trigger the need for a substantial deviation review" at the end of the first paragraph on page 6) and move said matrix and explanatory language to an appendix; and, add text which directs staff to review the matrix and cooperate with the developer, who may submit the matrix and explanatory language as an amendment to the Development Order.

SpringHills may exchange land uses within the development based on the matrix below, provided that the change does not create any of the following conditions: A net increase in total PM peak hour traffic generated by the development; failure of any public facility to meet its adopted level of service standards (as of the date of the land use exchange) or a cumulative net change in any land use category of greater than 5%. Provided, however, nothing in this section shall be construed as an exemption from the substantial deviation requirements of 380.06(19), Florida Statutes. Any proposed changes in location of land uses within this development will be consistent with the Alachua County Comprehensive Land Use Plan. Changes in the development program that are made through this exchange shall be reported individually and cumulatively in the DRI annual report.

**SpringHills DRI
Equivalency Matrix**

		Retail (1000 sq ft)	Office (1000 sq ft)	Single- Family (DU)	Multi- Family (DU)	Hotel (Room)	Warehouse (1000 sq ft)
1000 sq ft Retail	Equals	1.000	2.264	3.990	7.070	7.604	7.902
1000 sq ft Office	Equals	0.442	1.000	1.762	3.123	3.358	3.490
1 Single Family DU	Equals	0.251	0.567	1.000	1.772	1.906	1.980
1 Multi-Family DU	Equals	0.141	0.320	0.564	1.000	1.075	1.118
1 Hotel Room	Equals	0.132	0.298	0.525	0.930	1.000	1.039
1000 sq ft Warehouse	Equals	0.127	0.287	0.505	0.895	0.962	1.000

For example:

The applicant wishes to exchange 5,000 sf of office for hotel rooms. 5,000 sq ft office multiplied by the conversion factor of 3.358 per 1000 sq ft equals 17 hotel rooms ($5000 \times 3.358 / 1000 = 16.79$). Since 5,000 sq ft of office and 17 hotel rooms are less than 5% of their respective approved land uses, the exchange is allowed. If the applicant then proposes to exchange 30 multi-family units for hotel rooms, the exchange is calculated based on the table: 30 multi-family units multiplied by the exchange rate of 1.075 per unit equals 32 hotel rooms ($30 \times 1.075 / 1 = 32.25$). The 30 multi-family units are less than 5% of the allowed multi-family land use, however the 32 hotel rooms, with the previous exchange of 17 hotel rooms (a total of 49 hotel rooms), cumulatively is greater than 5% of the allowed hotel rooms, therefore the 2nd exchange proposed would trigger the need for a substantial deviation review.

380.115 Vested rights and duties; effect of size reduction, changes in guidelines and standards.

(1) A change in a development-of-regional-impact guideline and standard does not abridge or modify any vested or other right or any duty or obligation pursuant to any development order or agreement that is applicable to a development of regional impact. A development that has received a development-of-regional-impact development order pursuant to s. 380.06, but is no longer required to undergo development-of-regional-impact review by operation of a change in the guidelines and standards or has reduced its size below the thresholds in s. 380.0651, shall be governed by the following procedures:

(a) The development shall continue to be governed by the development-of-regional-impact development order and may be completed in reliance upon and pursuant to the development order unless the developer or landowner has followed the procedures for rescission in paragraph (b). Any proposed changes to those developments which continue to be governed by a development order shall be approved pursuant to s. 380.06(19) as it existed prior to a change in the development-of-regional-impact guidelines and standards, except that all percentage criteria shall be doubled and all other criteria shall be increased by 10 percent. The development-of-regional-impact development order may be enforced by the local government as provided by ss. 380.06(17) and 380.11.

(b) If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed.

(2) A development with an application for development approval pending, pursuant to s. 380.06, on the effective date of a change to the guidelines and standards, or a notification of proposed change pending on the effective date of a change to the guidelines and standards, may elect to continue such review pursuant to s. 380.06. At the conclusion of the pending review, including any appeals pursuant to s. 380.07, the resulting development order shall be governed by the provisions of subsection (1).

(3) A landowner that has filed an application for a development-of-regional-impact review prior to the adoption of an optional sector plan pursuant to s. 163.3245 may elect to have the application reviewed pursuant to s. 380.06, comprehensive plan provisions in force prior to adoption of the sector plan, and any requested comprehensive plan amendments that accompany the application.

380.06 Developments of regional impact.

(29) EXEMPTIONS FOR DENSE URBAN LAND AREAS.

(a) The following are exempt from this section:

1. Any proposed development in a municipality that qualifies as a dense urban land area as defined in s. 163.3164;
2. Any proposed development within a county that qualifies as a dense urban land area as defined in s. 163.3164 and that is located within an urban service area as defined in s. 163.3164 which has been adopted into the comprehensive plan; or
3. Any proposed development within a county, including the municipalities located therein, which has a population of at least 900,000, which qualifies as a dense urban land area under s. 163.3164, but which does not have an urban service area designated in the comprehensive plan.

(b) If a municipality that does not qualify as a dense urban land area pursuant to s. 163.3164 designates any of the following areas in its comprehensive plan, any proposed development within the designated area is exempt from the development-of-regional-impact process:

1. Urban infill as defined in s. 163.3164;
2. Community redevelopment areas as defined in s. 163.340;
3. Downtown revitalization areas as defined in s. 163.3164;
4. Urban infill and redevelopment under s. 163.2517; or
5. Urban service areas as defined in s. 163.3164 or areas within a designated urban service boundary under s. 163.3177(14).

(c) If a county that does not qualify as a dense urban land area pursuant to s. 163.3164 designates any of the following areas in its comprehensive plan, any proposed development within the designated area is exempt from the development-of-regional-impact process:

1. Urban infill as defined in s. 163.3164;
2. Urban infill and redevelopment under s. 163.2517; or
3. Urban service areas as defined in s. 163.3164.

(d) A development that is located partially outside an area that is exempt from the development-of-regional-impact program must undergo development-of-regional-impact review pursuant to this section.

(e) In an area that is exempt under paragraphs (a)-(c), any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be governed by s. 380.115(1). A pending application for development approval shall be governed by s. 380.115(2). A development that has a pending application for a comprehensive plan amendment and that elects not to continue development-of-regional-impact review is exempt from the limitation on plan amendments set forth in s. 163.3187(1) for the year following the effective date of the exemption.

24

C. DAVID COFFEY, P.A.
ATTORNEYS AT LAW

RECEIVED
02-07-11
AC Growth Mgt.

C. DAVID COFFEY, ESQ.
david@dcoffeylaw.net

HOLLY A. BLUMENTHAL, ESQ.
holly@dcoffeylaw.net

Haile Village Center
5346 S.W. 91st Terrace
Gainesville, Florida 32608-4399
Tel. (352) 335-8442
Fax (352) 376-0026

February 4, 2011

Missy Daniels, AICP, Senior Planner
Alachua County Growth Management
10 S.W. 2nd Avenue, Third Floor
Gainesville, FL 32601-6294

Re: Request to Rescind Resolution 05-26
SpringHills DRI Development Order

Dear Missy:

This firm represents PR Gainesville Limited Partnership, the developer and predominant land owner of properties within the existing approved development of regional impact known as the SpringHills DRI. The property now owned by PR Gainesville Limited Partnership was purchased from the previous developer and owner in 2006.

The purpose of this letter is to request rescission of the existing SpringHills Development of Regional Impact (DRI) development order (Resolution 05-26 attached as Attachment 1).

As you know, legislative action taken by the Florida Legislature and the Alachua County Board of County Commissioners (BOCC) has eliminated the DRI process for properties within the boundaries of the recently approved urban service area which is now part of the County's comprehensive plan. All of the PR Gainesville Limited Partnership SpringHills DRI properties lie within the adopted urban service area.

Section 380.06(29)(c) Florida Statutes provides that any proposed new development within a designated 'urban service area' (as defined in s.163.3164 F.S.) established by a county that does not qualify as a dense urban land area pursuant to s.163.3264 F.S., is exempt from the development-of-regional-impact process. Chapter 380.06(29)(e) F.S. further provides that in such areas 'any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) Florida Statutes.

Section 380.115 Florida Statutes, among other things, deals with the impact that changes in development-of-regional-impact (DRI) guidelines and standards may have upon a development that has received a DRI development order when the changes are such that the development no longer reaches DRI thresholds. In that situation, the statute provides that the development shall continue to be governed by the DRI development order unless the developer or landowner requests a 'rescission' of the development order. The procedure for rescission is provided in Section 380.115(1)(b) F.S. which states:

If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed.

Unlike 'abandonment' of a DRI development order for which a rule exists in the Florida Administrative Code¹ articulating a prescribed process to be followed, no similar rule exists for 'rescission,' notwithstanding the fact that the statutory provision authorizing rescission contained in Section 380.115 F.S. has existed for a long time. Apparently, until recently, there has been little 'rescission' activity in the state so there was little need for rulemaking. Thus, there is no prescribed process beyond what is stated in Section 380.115(1)(b) F.S.. There is no specific form to complete, submittals to provide, list of agencies to notify or forms of notice to provide.

The recent adoption of the 'rescission' provision in Section 380.06(29)(c) F.S. applicable in counties that have adopted urban service areas (and similar provisions for municipalities and counties that are statutorily designated 'dense urban land areas') has generated a fair amount of rescission activity. In the absence of clear direction from the state beyond what is found at Section 380.115(1)(b) F.S. provided above, local governments have been improvising.

A review of information available on the internet and provided to this firm by staff at the Florida Department of Community Affairs (DCA)² reveals that a relatively simple process is being used by local jurisdictions. I am also advised that DCA has no plan to establish by rule any prescribed process to be followed by local jurisdictions. Instead, the agency is only requesting that local jurisdictions that rescind DRI development orders by resolution or ordinance provide the agency with a certified copy of the rescission document.

A review of rescission actions taken by a number of local jurisdictions reveal that the application typically takes the form of a simple letter request from the developer or owner with an explanation of how the request qualifies for rescission under Section 380.115(1)(b) F.S. Often the applicant provides an itemization of applicable mitigation requirements and information showing how each of the mitigation requirements have been satisfied. After a local government staff review to verify that all applicable mitigation requirements are in fact satisfied, local jurisdictions either take the request to an advisory board before bringing it to the governing body or take it directly to the governing body. Upon 'showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed,' the requested

¹ Rule 9J-2.0251 F.A.C.

² Copies received from DCA are provided in Attachment 2 to this memo.

rescission is approved. Once approved, a certified copy of the local government action is provided to DCA. No prior notice to DCA, the regional planning council or neighboring jurisdictions of such rescission action is required. It appears from the examples that I have seen that some jurisdictions provide mailed notice to property owners within the DRI in addition to publication of notice in the newspaper while others only publish a notice in the newspaper.

It appears to me that the notice and public hearing requirements of Section 125.66(4)(b) Florida Statutes is what needs to be followed. It states in relevant part that:

(b) In cases in which the proposed ordinance or resolution changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or changes the actual zoning map designation of a parcel or parcels of land involving 10 contiguous acres or more, the board of county commissioners shall provide for public notice and hearings as follows:

1. The board of county commissioners shall hold two advertised public hearings on the proposed ordinance or resolution. At least one hearing shall be held after 5 p.m. on a weekday, unless the board of county commissioners, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing.

2. The required advertisements shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper of general paid circulation in the county and of general interest and readership in the community pursuant to chapter 50, not one of limited subject matter. It is the legislative intent that, whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week unless the only newspaper in the community is published less than 5 days a week. The advertisement shall be in substantially the following form:

NOTICE OF (TYPE OF) CHANGE

The (name of local governmental unit) proposes to adopt the following by ordinance or resolution: (title of ordinance or resolution).

A public hearing on the ordinance or resolution will be held on (date and time) at (meeting place).

Except for amendments which change the actual list of permitted, conditional, or prohibited uses within a zoning category, the advertisement shall contain a geographic location map which clearly indicates the area within the local government covered by the proposed ordinance or resolution. The map shall include major street names as a means of identification of the general area.

3. In lieu of publishing the advertisements set out in this paragraph, the board of county

commissioners may mail a notice to each person owning real property within the area covered by the ordinance or resolution. Such notice shall clearly explain the proposed ordinance or resolution and shall notify the person of the time, place, and location of both public hearings on the proposed ordinance or resolution.

PR Gainesville Limited Partnership will reimburse the county for all costs associated with whichever form of notice the county determines is necessary and appropriate.

Attached as Attachment 2 is a proposed rescission resolution that has been prepared for your assistance and is modeled after similar rescission ordinances and resolutions being adopted by other Florida local jurisdictions. For further assistance, a draft letter has also been prepared to be used when submitting a *certified* copy of the approved resolution to DCA following its approval by the BOCC and is attached as Attachment 3.

After rescission of the SpringHills DRI development order, the underlying land use will remain in effect as will all zoning that is consistent with the Comprehensive Plan Future Land Use designations.

This firm has undertaken a careful review of Resolution No. 05-26 to identify all mitigation obligations that have been triggered by the existing development on the property. Following is a description of what was found.

As you know, the DRI has four phases. Below is a table that indicates what development is permitted within each of the four phases. Phase I development has not been completed so most of the mitigation requirements have not been triggered.

PHASE	LAND USES BY QUADRANT			
	NORTHEAST	NORTHWEST	SOUTHEAST	SOUTHWEST
Phase I, 1995 to 2005	Retail 24,980 sqft Fast Food 7,000 sqft Publix 50,000 sqft Bank 4,000 sqft	Hotel 148 rooms Restaurant 3,500 sqft	Office 15,000 sqft Fast Food 3,500 sqft Retail 18,020 sqft	Warehouse 20,000 sqft SF Residential 143 DU Office 8,000 sqft Visitor Center 3,000 sqft Fast Food 3,500 sqft
Phase II, 2000 to 2005	Office 30,000 sqft Retail 39,020 sqft	Retail 3,500 sqft	Hotel 150 rooms Office 35,000 sqft Retail 46,980 sqft	No development in this quad is scheduled for Phase II.
Phase III, 2006 to 2010	MF Residential 817 DU Hotel 150 rooms Office 84,443 sqft Retail 347,284 sqft	Hotel 150 rooms Retail 11,121 sqft	MF Residential 148 DU Office 70,000 sqft SF Residential 141 DU	Warehouse 263,683sqft Office 87,957 sqft
Phase IV, 2011 to 2020	SF Residential 79 DU MF Residential 489DU Office 121,600 sqft Retail 136,937 sqft	Hotel 150 rooms Office 40,000 sqft Retail 100,000 sqft	SF Residential 80 DU	Warehouse 175,788sqft SF Residential 72 DU Retail 2,000 sqft

Following is a list of mitigation requirements identified in Resolution 05-26 that have not been triggered.

1. Section 4, Paragraph (2) page 6 of the Resolution which states

[P]rior to the initiation of Phase III, in conjunction with the results of the transportation update to the ADA and subsequent negotiations between the County and the Applicant/Owner, the BOCC will reassess the density and intensity of the proposed land uses to ensure that there is adequate provision for transportation infrastructure to serve the development approved in this Order for Phases III and IV. Should the transportation infrastructure be found inadequate to serve the development approved in the Order for Phases III and IV, the applicant/Owner may propose any of the following options:

[List of 5 Options followed.]
2. Section 4, Paragraph (4), 14. (page 14 of Resolution) Affordable housing reassessment required prior to the 'beginning of Phase III.
3. Section 4, Paragraph (5), Recreation requires demonstration that the adopted level of service is met prior to Phases III and IV.
4. Section 4, Paragraph (6), Transportation
 - a. Subparagraph c) on page 18 requires certain mitigation improvements prior to initiation of Phase II.
 - b. Subparagraph d) on page 18 requires mitigation measures at the 'time of issuance of the last construction permit for the following projects: SpringHills Shopping Center Phase I, SpringHills Shopping Center Outparcels (4 outparcels consisting of 2 proposed banks and 2 proposed type A restaurants), the Burger King Restaurant and the Sonny's restaurant, or prior to completion of Phase II, whichever occurs first, the Applicant shall commence or cause to commence construction of an eastbound right turn lane at NW 91st Street/NW 39th Avenue intersection. The construction of this project must be complete prior to the issuance of a Certificate of Occupancy for the last of the above referenced projects, or the last of the Phase II projects, whichever occurs first.

The four outparcels remain undeveloped and Phase I is not complete so that this mitigation requirement has not been triggered.

- c. Subparagraph c) on page 18 requires access management modifications to NW 39th avenue in place prior to the completion of Phase II.
 - d. Subparagraph j) on page 21 requires a transportation update and identification of mitigation measures prior to initiation of Phase III.
 - e. Subparagraph k) on page 22 requires coordination with Gainesville Regional Transit for expansion of transit routes prior to initiation of Phase II and establishment of a verifiable trip reduction program prior to the initiation of Phase III and provision of a part-time rideshare coordinator prior to completion of Phase III.
 - f. Subparagraph l) on page 23 requires that a bikeway and pedestrian circulation system for all of Phase I to be substantially complete prior to initiation of Phase II.
 - g. Subparagraph n) on page 23 requires bicycle lockers or racks, transit shelters and parking bays to augment transit service to the site in Phase II and subsequent phases.
 - h. Subparagraph r) on page 25 requires a number of transportation improvements when 1,660 cumulative external pm peak hour trips for Phase II are being generated.
5. Section 4, Paragraph (7) Housing on page 27 calls for re-assessment of the cumulative affordable housing impact of the project prior to the initiation of Phases II, III and IV and to determine appropriate mitigation based on identified unmet need.
6. Section 4, Paragraph (8) Vegetation and Wildlife on page 29 provides requirements in subparagraph a) and b) which subparagraph c) requires must be met before any land clearing, removal of vegetation or other development activities of Phases II, III and IV shall occur.
-

The only mitigation requirement identified in Resolution 05-26 that must have been completed by now are the roadway improvements called for in Section 4, Paragraph (6), subparagraph a) on page 17 that the Florida Department of Transportation was to have

Missy Daniels, AICP, Senior Planner
Alachua County Growth Management
February 4, 2011
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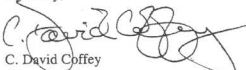
constructed before October 1, 2002. All of the improvements have been completed though we are unable to verify that the improvements occurred before October 1, 2002.

Finally, there is an Appendix A to the development order that contains information about **Mitigative Measures Proposed by the Applicant** that is only provided for "information" purposes. These items are only informational and do not impose any mitigation 'requirements.'

There are no additional provisions contained within Resolution 05-26 that impose mitigation obligations on the owner at this point in the development (i.e., before completion of Phase I).

Please let me know at your earliest convenience when this matter will be heard by the Board of County Commissioners. I am available to address any questions the county may have regarding this request and to provide any additional information that may need to be submitted.

Sincerely,


C. David Coffey
Attorney at Law

Enclosure: Attachments 1 through 3

cc: David Wagner, Alachua County Attorney
John Dionis, Associate Development Director
PREIT Services, LLC

RESOLUTION NO. 11- 47

A RESOLUTION OF ALACHUA COUNTY, FLORIDA, RESCINDING RESOLUTION NO. 05-26 THAT APPROVED AN AMENDED DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER FOR THE SPRINGHILLS DEVELOPMENT CONSISTING OF APPROXIMATELY 601 ACRES OF LAND IN ALL QUADRANTS OF THE INTERSECTION OF I-75 AND NW 39TH AVENUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 13, 1999, a Developer's Agreement (hereinafter, Developer's Agreement) was entered between Alachua County and Haufler Properties, Inc., NRB Development, Inc., and O&E Ltd., (hereafter, Hauflers et.al.) following submittal of a development plan by Hauflers et. al., seeking approvals for the Springhills Shopping Center, Phase I (a 65,000 square foot retail building now occupied by Publix and other retail businesses) and four outparcels on the north side of NW 39th Avenue; and

WHEREAS, the Developer's Agreement required construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street, with construction of same to commence prior to issuance of the Alachua County Public Works Department Construction permit for the last of the projects listed in the DA and with completion of the right turn lane required prior to the Certificate of Occupancy for the last of the listed projects; and

WHEREAS, on December 14, 2000 the Developer's Agreement was amended (hereafter referred to as 'Amended Developer's Agreement') without modification to the timing or responsibility for implementing the requirement for the construction of the required right turn lane; and

WHEREAS, on July 26, 1999, the Alachua County Board of County Commissioners approved Resolution No. 99-73 which constituted the original Development of Regional Impact Development Order for the property referred to as the Springhills Development of Regional Impact; and

WHEREAS, on April 12, 2005, the Alachua County Board of County Commissioners approved Resolution No. 05-26, rescinding and replacing in its entirety Resolution No. 99-73 which had since 1999 constituted the Development of Regional Impact Development Order for the property referred to as the Springhills Development of Regional Impact; and

WHEREAS, Resolution No. 05-26 upon taking effect thereafter constitutes the Development of Regional Impact Development Order issued by Alachua County in response to a Notice of Proposed Change for a Substantial Deviation Determination filed on February 22, 2005 by the developer and landowners at that time, which consisted of Haufler Properties, Inc., NRB Development, Inc. and O&E LTD.; and

WHEREAS, Resolution No. 05-26 was approved by the Alachua County Board of County Commissioner pursuant to Chapter 380, Florida Statutes and has remained in effect since its adoption; and

WHEREAS, Resolution No. 05-26 (hereafter, DRI development order) addresses the requirement of the Amended Developer's Agreement and states that 'At the time of issuance of the last construction permit for (listed projects) or prior to completion of Phase II, whichever occurs first, construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects, whichever first occurs; and

WHEREAS, on February 8, 2006, the Haufliers et. al., developer of the Springhills Development of Regional Impact, conveyed fee simple title to PR Gainesville Limited Partnership which thereafter has maintained ownership of the property; and

WHEREAS, the Amended Developer's Agreement and DRI development order are binding upon subsequent purchasers of the land, remains in effect, and are binding upon the current owners, PR Gainesville Limited Partnership; and

WHEREAS, the DRI development order establishes all mitigation requirements for development of the property; and

WHEREAS, Section 380.06(29)(c) Florida Statutes provides that any proposed development within a designated 'urban service area' (as defined in s.163.3164 F.S.) established by a county that does not qualify as a dense urban land area pursuant to s.163.3164 F.S., is exempt from the development-of-regional- impact process; and

WHEREAS, Alachua County has designated an 'urban service area' as defined by s. 163.3164 Florida Statutes in its adopted comprehensive plan; and

WHEREAS, the entire Springhills development is within the boundaries of the urban service area; and

WHEREAS, 380.06(29) (e) Florida Statutes provides that within the urban service area 'any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) F.S.; and

WHEREAS, 380.115(1)(b) Florida Statutes provides that upon request of the 'developer or landowner, the development-of-regional-impact development order shall be rescinded by the

local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed; and

WHEREAS, the developer and predominate landowner, PR Gainesville Limited Partnership (hereafter, PR Partnership) has requested rescission of the Springhills development of regional impact development order; and

WHEREAS, as of the date of this resolution, there is no mitigation that is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed; and

WHEREAS, in order to assure that development impacts from approved and constructed development are appropriately mitigated, PR Gainesville and Alachua County believe it is in the best interests of the parties and the public that the substance and timing of transportation mitigation requirements are specified in an enforceable developer agreement that is binding on the developer and successors in interest; and

WHEREAS, the County has determined that that PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in the Developer Agreement entered concurrently with this Resolution, is consistent with Section 380.115(1)(b), Florida Statutes, and that rescission is appropriate; and"

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:**

SECTION 1. That the foregoing 'WHEREAS' clauses are hereby ratified and confirmed and made a part of this Resolution.

SECTION 2.

- A. The mitigation requirements contained in Resolution No. 05-26 have been subsumed and superseded by the Developer Agreement entered concurrently with this Resolution.
- B. PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in the Developer Agreement entered concurrently with this Resolution, is consistent with Section 380.115 (1) (b), Florida Statutes, and that rescission is appropriate.

SECTION 3. That Resolution No. 05-29 is hereby rescinded and shall be of no further force and effect. This rescission of such development order does not affect the effectiveness and requirements of any other developer agreements, county approvals, permits, development orders, zoning or land use approvals.

SECTION 4. All terms of the Resolution shall be considered to be depended upon and inextricably related to all other terms, such that if any clause, section or other part of the Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the entire Resolution shall be rendered void.

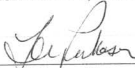
SECTION 5. That all resolutions or part of resolutions in conflict herewith, be and the same are hereby repealed.

SECTION 6. That this Resolution shall be in full force and effect immediately upon approval.

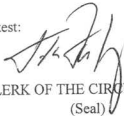
DULY ADOPTED in regular session this 26th day of April, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By:


Leo Pinkoson, Chair

Attest:


CLERK OF THE CIRCUIT COURT
(Seal)

APPROVED AS TO FORM


Alachua County Attorney

APPROVED AS TO CORRECTNESS


Department of Growth Management Director

**DEVELOPER AGREEMENT BETWEEN
ALACHUA COUNTY
AND
PR GAINESVILLE LIMITED PARTNERSHIP**

THIS AGREEMENT, made and entered into, this 26th day of April, A.D., 2011, by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", and **PR GAINESVILLE LIMITED PARTNERSHIP**, a limited partnership organized under the laws of Delaware and authorized to do business in the State of Florida, hereinafter referred to as "PR Gainesville";

WITNESSETH:

WHEREAS, on April 13, 1999, a Developer's Agreement (hereinafter, 1999 Developer's Agreement) was entered between Alachua County and Haufler Properties, Inc., NRB Development, Inc., and O&E Ltd., (hereafter, Hauflers et.al.) following submittal of a development plan by Hauflers et. al., seeking approvals for the Springhills Shopping Center, Phase I (a 65,000 square foot retail building now occupied by Publix and other retail businesses) and four outparcels on the north side of NW 39th Avenue; and

WHEREAS, the 1999 Developer's Agreement requires construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street, with construction of same to commence prior to issuance of the Alachua County Public Works Department Construction permit for the last of the projects listed in the 1999 Developer's Agreement and with completion of the right turn lane required prior to the Certificate of Occupancy for the last of the listed projects; and

WHEREAS, on July 26, 1999, the Alachua County Board of County Commissioners approved Resolution No. 99-73 which constituted the original Development of Regional Impact Development Order for the property referred to as the Springhills Development of Regional Impact; and

WHEREAS, on December 14, 2000 the 1999 Developer's Agreement was amended without making any modification to the timing for the requirement for the construction of the required right turn lane; and

WHEREAS, on April 12, 2005, in response to a Notice of Proposed Change for a Substantial Deviation Determination filed on February 22, 2005 by the developer and landowners at that time, the Alachua County Board of County Commissioners approved Resolution No. 05-26, rescinding and replacing in its entirety Resolution No. 99-73 which had since 1999 constituted the Development of Regional Impact Development Order for the Springhills Development of Regional Impact; and

WHEREAS, Resolution No. 05-26 upon taking effect on April 12, 2005 and thereafter has constituted the Development of Regional Impact Development Order issued by Alachua County; and

WHEREAS, Resolution No. 05-26 was approved by the Alachua County Board of County Commissioner pursuant to Chapter 380, Florida Statutes and has remained in effect since its adoption; and

WHEREAS, Resolution No. 05-26 incorporates and restates the requirement of the Amended Developer's Agreement and states that 'At the time of issuance of the last construction permit for (listed projects) or prior to completion of Phase II, whichever occurs first, construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects, whichever first occurs; and

WHEREAS, Resolution No. 05-26 also establishes a requirement that before initiation of Phase II of the Springhills DRI development, the following transportation improvements shall be in place: extension of left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court /NW 39th Avenue Intersection; and extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersections; and

WHEREAS, on February 8th, 2006, the Haufliers et. al. conveyed fee simple title ownership of most of the properties governed by Resolution No. 05-26 to PR Gainesville Limited Partnership which thereafter has maintained ownership of the property; and

WHEREAS, the Resolution No. 05-26 is binding upon subsequent purchasers of the land, remains in effect, and is binding upon the current owners, PR Gainesville Limited Partnership; and

WHEREAS, as of the date of this Developer Agreement, there is no mitigation that is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed; and

WHEREAS, Section 380.06(29)(c) Florida Statutes provides that any proposed development within a designated 'urban service area' (as defined in s.163.3164 F.S.) established by a county that does not qualify as a dense urban land area pursuant to s.163.3264 F.S., is exempt from the development-of-regional- impact process; and

WHEREAS, Alachua County has designated an 'urban service area' as defined by s. 163.3164 Florida Statutes in its adopted comprehensive plan; and

WHEREAS, the entire Springhills development is within the boundaries of the urban service area; and

WHEREAS, 380.06(29)(e) Florida Statutes provides that within the urban service area 'any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) F.S.; and

WHEREAS, 380.115(1)(b) Florida Statutes provides that upon request of the 'developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed; and

WHEREAS, the developer and predominate landowner, PR Gainesville has requested rescission of Resolution No. 05-26; and

WHEREAS, in order to assure that development impacts from approved and constructed development are appropriately mitigated, PR Gainesville and Alachua County believe it is in the best interests of the parties and the public that the substance and timing of transportation mitigation requirements are specified in an enforceable developer agreement that is binding on the developer and successors in interest; and

WHEREAS, the County has determined that PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in this Developer Agreement, is consistent with Section 380.115(1)(b), Florida Statutes, and that rescission is appropriate; and

WHEREAS, PR Gainesville has agreed to enter this Developer Agreement for the purpose of ensuring timely provision of said improvements.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Transportation System Improvements.**
 - a. Prior to issuance of a certificate of occupancy for any development for which final development plan approval is hereafter issued for properties previously governed by Resolution No. 05-26, PR Gainesville shall seek authorization from the Florida Department of Transportation to extend, or have extended, eastbound

and westbound left turn lane approaches on NW 39th Avenue at the NW 92nd Court and NW 91st Street intersections, and if so authorized, make said improvements; and

- b. Prior to issuance of a certificate of occupancy for any development for which final development plan approval is hereafter issued for properties previously governed by Resolution No. 05-26 and east of I-75, PR Gainesville shall seek authorization from the Florida Department of Transportation to construct, or have constructed, an eastbound right turn lane at the NW 91st Street and NW 39th Avenue intersection, and if so authorized, make said improvement..
3. **Impact of the Development.** PR Gainesville agrees that the improvements required by this Developer's Agreement are necessary to mitigate impacts to the public road system and that the requirements meet the 'essential nexus' and 'rough proportionality' requirements established by the United States supreme Court in the cases of *Nollan v. California Coastal Commission* and *Dolan v. City of Tigard*. Nothing in this Agreement shall be construed to waive any legal rights PR Gainesville might assert regarding any other property owned by PR Gainesville or any development approval being sought by PR Gainesville other than the approvals specifically referenced herein.
 4. **Burden of Property Owner's Rights.** PR Gainesville further agrees that the requirement to construct the transportation improvements set forth in Section 2 above, in no way inordinately burdens an existing use of the property or vested right to a specific use of the property. Nothing in this Agreement shall be construed to waive any legal rights PR Gainesville might assert regarding any other property owned by PR Gainesville or any development approval being sought by PR Gainesville other than the approvals specifically referenced herein.
 5. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party 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 County representative and PR Gainesville representatives are:

County:	County Manager
	Post Office Drawer 2877
	Gainesville, FL 32602

PR Gainesville	Bruce Goldman
	200 South Broad Street

Philadelphia, PA 19102

A copy of any notice hereunder shall also be sent to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

6. Agreement Running With the Land. This Agreement shall be binding on the parties, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

8. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality.

9. Compliance with all Requirements. Nothing contained herein shall relieve PR Gainesville or its successors or assigns from obtaining any local, regional, state, or federal permits, or compliance with any applicable ordinances, laws, rules, or regulations necessary for the development of any of its properties previously governed by Resolution 05-26.

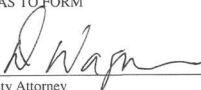
10. Annexation. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Section 163.3220-163.3243, F.S. The parties shall not be deprived of their rights and obligations, and this Agreement shall not be terminated, modified, or affected, by operation of a municipal annexation of any portion of the Property.

IN WITNESS WHEREOF, the parties have caused this Developer's Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

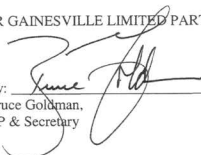
ALACHUA COUNTY, FLORIDA

By: 
Randall Reid
County Manager

APPROVED AS TO FORM

By: 
Alachua County Attorney

PR GAINESVILLE LIMITED PARTNERSHIP

By: 
Bruce Goldman,
VP & Secretary

**DEVELOPER AGREEMENT BETWEEN
ALACHUA COUNTY
AND
PR GAINESVILLE LIMITED PARTNERSHIP**

THIS AGREEMENT, made and entered into, this 26th day of April, A.D., 2011, by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", and **PR GAINESVILLE LIMITED PARTNERSHIP**, a limited partnership organized under the laws of Delaware and authorized to do business in the State of Florida, hereinafter referred to as "PR Gainesville";

WITNESSETH:

WHEREAS, on April 13, 1999, a Developer's Agreement (hereinafter, 1999 Developer's Agreement) was entered between Alachua County and Haufler Properties, Inc., NRB Development, Inc., and O&E Ltd., (hereafter, Hauflers et.al.) following submittal of a development plan by Hauflers et. al., seeking approvals for the Springhills Shopping Center, Phase I (a 65,000 square foot retail building now occupied by Publix and other retail businesses) and four outparcels on the north side of NW 39th Avenue; and

WHEREAS, the 1999 Developer's Agreement requires construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street, with construction of same to commence prior to issuance of the Alachua County Public Works Department Construction permit for the last of the projects listed in the 1999 Developer's Agreement and with completion of the right turn lane required prior to the Certificate of Occupancy for the last of the listed projects; and

WHEREAS, on July 26, 1999, the Alachua County Board of County Commissioners approved Resolution No. 99-73 which constituted the original Development of Regional Impact Development Order for the property referred to as the Springhills Development of Regional Impact; and

WHEREAS, on December 14, 2000 the 1999 Developer's Agreement was amended without making any modification to the timing for the requirement for the construction of the required right turn lane; and

WHEREAS, on April 12, 2005, in response to a Notice of Proposed Change for a Substantial Deviation Determination filed on February 22, 2005 by the developer and landowners at that time, the Alachua County Board of County Commissioners approved Resolution No. 05-26, rescinding and replacing in its entirety Resolution No. 99-73 which had since 1999 constituted the Development of Regional Impact Development Order for the Springhills Development of Regional Impact; and

WHEREAS, Resolution No. 05-26 upon taking effect on April 12, 2005 and thereafter has constituted the Development of Regional Impact Development Order issued by Alachua County; and

WHEREAS, Resolution No. 05-26 was approved by the Alachua County Board of County Commissioner pursuant to Chapter 380, Florida Statutes and has remained in effect since its adoption; and

WHEREAS, Resolution No. 05-26 incorporates and restates the requirement of the Amended Developer's Agreement and states that 'At the time of issuance of the last construction permit for (listed projects) or prior to completion of Phase II, whichever occurs first, construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects, whichever first occurs; and

WHEREAS, Resolution No. 05-26 also establishes a requirement that before initiation of Phase II of the Springhills DRI development, the following transportation improvements shall be in place: extension of left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court /NW 39th Avenue Intersection; and extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersections; and

WHEREAS, on February 8th, 2006, the Hauflers et. al. conveyed fee simple title ownership of most of the properties governed by Resolution No. 05-26 to PR Gainesville Limited Partnership which thereafter has maintained ownership of the property; and

WHEREAS, the Resolution No. 05-26 is binding upon subsequent purchasers of the land, remains in effect, and is binding upon the current owners, PR Gainesville Limited Partnership; and

WHEREAS, as of the date of this Developer Agreement, there is no mitigation that is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed; and

WHEREAS, Section 380.06(29)(c) Florida Statutes provides that any proposed development within a designated 'urban service area' (as defined in s.163.3164 F.S.) established by a county that does not qualify as a dense urban land area pursuant to s.163.3264 F.S., is exempt from the development-of-regional- impact process; and

WHEREAS, Alachua County has designated an 'urban service area' as defined by s. 163.3164 Florida Statutes in its adopted comprehensive plan; and

WHEREAS, the entire Springhills development is within the boundaries of the urban service area; and

WHEREAS, 380.06(29)(e) Florida Statutes provides that within the urban service area 'any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be 'governed by' s. 380.115(1) F.S.; and

WHEREAS, 380.115(1)(b) Florida Statutes provides that upon request of the 'developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed; and

WHEREAS, the developer and predominate landowner, PR Gainesville has requested rescission of Resolution No. 05-26; and

WHEREAS, in order to assure that development impacts from approved and constructed development are appropriately mitigated, PR Gainesville and Alachua County believe it is in the best interests of the parties and the public that the substance and timing of transportation mitigation requirements are specified in an enforceable developer agreement that is binding on the developer and successors in interest; and

WHEREAS, the County has determined that PR Gainesville's request to rescind the development order, with the conditions and obligations provided for in this Developer Agreement, is consistent with Section 380.115(1)(b), Florida Statutes, and that rescission is appropriate; and

WHEREAS, PR Gainesville has agreed to enter this Developer Agreement for the purpose of ensuring timely provision of said improvements.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Transportation System Improvements.**
 - a. Prior to issuance of a certificate of occupancy for any development for which final development plan approval is hereafter issued for properties previously governed by Resolution No. 05-26, PR Gainesville shall seek authorization from the Florida Department of Transportation to extend, or have extended, eastbound

and westbound left turn lane approaches on NW 39th Avenue at the NW 92nd Court and NW 91st Street intersections, and if so authorized, make said improvements; and

- b. Prior to issuance of a certificate of occupancy for any development for which final development plan approval is hereafter issued for properties previously governed by Resolution No. 05-26 and east of I-75, PR Gainesville shall seek authorization from the Florida Department of Transportation to construct, or have constructed, an eastbound right turn lane at the NW 91st Street and NW 39th Avenue intersection, and if so authorized, make said improvement..
3. **Impact of the Development.** PR Gainesville agrees that the improvements required by this Developer's Agreement are necessary to mitigate impacts to the public road system and that the requirements meet the 'essential nexus' and 'rough proportionality' requirements established by the United States supreme Court in the cases of *Nollan v. California Coastal Commission* and *Dolan v. City of Tigard*. Nothing in this Agreement shall be construed to waive any legal rights PR Gainesville might assert regarding any other property owned by PR Gainesville or any development approval being sought by PR Gainesville other than the approvals specifically referenced herein.
4. **Burden of Property Owner's Rights.** PR Gainesville further agrees that the requirement to construct the transportation improvements set forth in Section 2 above, in no way inordinately burdens an existing use of the property or vested right to a specific use of the property. Nothing in this Agreement shall be construed to waive any legal rights PR Gainesville might assert regarding any other property owned by PR Gainesville or any development approval being sought by PR Gainesville other than the approvals specifically referenced herein.
5. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party 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 County representative and PR Gainesville representatives are:

County:	County Manager Post Office Drawer 2877 Gainesville, FL 32602
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PR Gainesville	Bruce Goldman 200 South Broad Street
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Philadelphia, PA 19102

A copy of any notice hereunder shall also be sent to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

6. Agreement Running With the Land. This Agreement shall be binding on the parties, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

8. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality.

9. Compliance with all Requirements. Nothing contained herein shall relieve PR Gainesville or its successors or assigns from obtaining any local, regional, state, or federal permits, or compliance with any applicable ordinances, laws, rules, or regulations necessary for the development of any of its properties previously governed by Resolution 05-26.

10. Annexation. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Section 163.3220-163.3243, F.S. The parties shall not be deprived of their rights and obligations, and this Agreement shall not be terminated, modified, or affected, by operation of a municipal annexation of any portion of the Property.

IN WITNESS WHEREOF, the parties have caused this Developer's Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

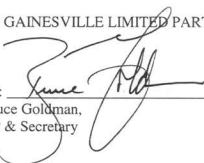
ALACHUA COUNTY, FLORIDA

By: 
Randall Reid
County Manager

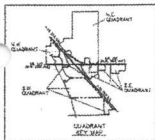
APPROVED AS TO FORM

By: 
Alachua County Attorney

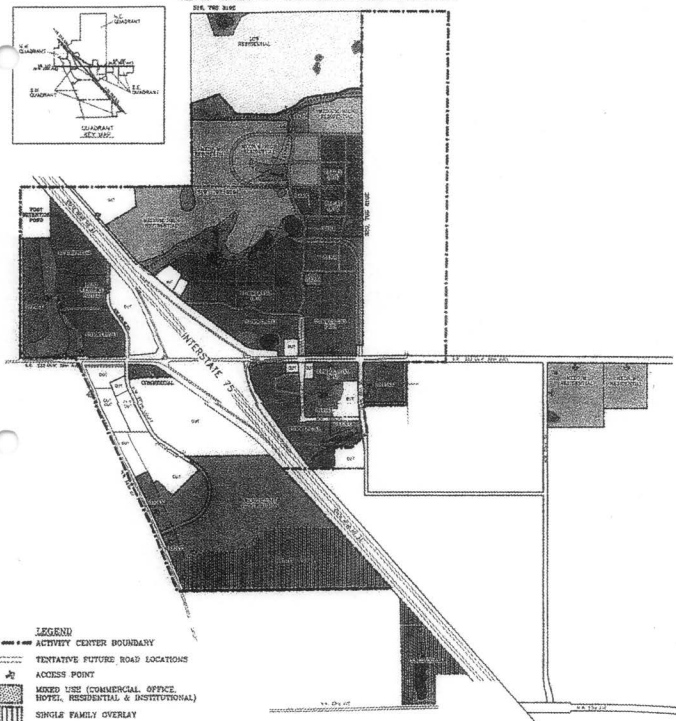
PR GAINESVILLE LIMITED PARTNERSHIP

By: 
Bruce Goldman,
VP & Secretary

SPRINGHILLS DRI



SHEET TWO 3102



LEGEND

ACTIVITY CENTER BOUNDARY

TENTATIVE FUTURE ROAD LOCATIONS

ACCESS POINT

MIXED USE (COMMERCIAL OFFICE,
HOTEL, RESIDENTIAL & INSTITUTIONAL)

SINGLE FAMILY OVERLAY

ACTIVITY CENTER PARCELS
NOT OWNED BY APPLICANT

LAND USE DESIGNATION

RESIDENTIAL - LOW DENSITY (1-4 DU/AC)

RESIDENTIAL - MEDIUM DENSITY (4-8 DU/AC)

RESIDENTIAL - MEDIUM/HIGH DENSITY (8-14 DU/AC)

COMMERCIAL-TOURIST ENTERTAINMENT

OFFICE

INSTITUTIONAL

WAREHOUSE/DISTRIBUTION

OPEN SPACE, CONSERVATION, PARK/WETLANDS

PROPOSED RIGHT-OF-WAY

EXISTING WELL SITE

MAP H
MASTER DEVELOPMENT PLAN
(REVISED 7/19/99)

380.115 Vested rights and duties; effect of size reduction, changes in guidelines and standards.

(1) A change in a development-of-regional-impact guideline and standard does not abridge or modify any vested or other right or any duty or obligation pursuant to any development order or agreement that is applicable to a development of regional impact. A development that has received a development-of-regional-impact development order pursuant to s. 380.06, but is no longer required to undergo development-of-regional-impact review by operation of a change in the guidelines and standards or has reduced its size below the thresholds in s. 380.0651, shall be governed by the following procedures:

(a) The development shall continue to be governed by the development-of-regional-impact development order and may be completed in reliance upon and pursuant to the development order unless the developer or landowner has followed the procedures for rescission in paragraph (b). Any proposed changes to those developments which continue to be governed by a development order shall be approved pursuant to s. 380.06(19) as it existed prior to a change in the development-of-regional-impact guidelines and standards, except that all percentage criteria shall be doubled and all other criteria shall be increased by 10 percent. The development-of-regional-impact development order may be enforced by the local government as provided by ss. 380.06(17) and 380.11.

(b) If requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed.

(2) A development with an application for development approval pending, pursuant to s. 380.06, on the effective date of a change to the guidelines and standards, or a notification of proposed change pending on the effective date of a change to the guidelines and standards, may elect to continue such review pursuant to s. 380.06. At the conclusion of the pending review, including any appeals pursuant to s. 380.07, the resulting development order shall be governed by the provisions of subsection (1).

(3) A landowner that has filed an application for a development-of-regional-impact review prior to the adoption of an optional sector plan pursuant to s. 163.3245 may elect to have the application reviewed pursuant to s. 380.06, comprehensive plan provisions in force prior to adoption of the sector plan, and any requested comprehensive plan amendments that accompany the application.

380.06 Developments of regional impact.

(29) EXEMPTIONS FOR DENSE URBAN LAND AREAS.

(a) The following are exempt from this section:

1. Any proposed development in a municipality that qualifies as a dense urban land area as defined in s. 163.3164;
2. Any proposed development within a county that qualifies as a dense urban land area as defined in s. 163.3164 and that is located within an urban service area as defined in s. 163.3164 which has been adopted into the comprehensive plan; or
3. Any proposed development within a county, including the municipalities located therein, which has a population of at least 900,000, which qualifies as a dense urban land area under s. 163.3164, but which does not have an urban service area designated in the comprehensive plan.

(b) If a municipality that does not qualify as a dense urban land area pursuant to s. 163.3164 designates any of the following areas in its comprehensive plan, any proposed development within the designated area is exempt from the development-of-regional-impact process:

1. Urban infill as defined in s. 163.3164;
2. Community redevelopment areas as defined in s. 163.340;
3. Downtown revitalization areas as defined in s. 163.3164;
4. Urban infill and redevelopment under s. 163.2517; or
5. Urban service areas as defined in s. 163.3164 or areas within a designated urban service boundary under s. 163.3177(14).

(c) If a county that does not qualify as a dense urban land area pursuant to s. 163.3164 designates any of the following areas in its comprehensive plan, any proposed development within the designated area is exempt from the development-of-regional-impact process:

1. Urban infill as defined in s. 163.3164;
2. Urban infill and redevelopment under s. 163.2517; or
3. Urban service areas as defined in s. 163.3164.

(d) A development that is located partially outside an area that is exempt from the development-of-regional-impact program must undergo development-of-regional-impact review pursuant to this section.

(e) In an area that is exempt under paragraphs (a)-(c), any previously approved development-of-regional-impact development orders shall continue to be effective, but the developer has the option to be governed by s. 380.115(1). A pending application for development approval shall be governed by s. 380.115(2). A development that has a pending application for a comprehensive plan amendment and that elects not to continue development-of-regional-impact review is exempt from the limitation on plan amendments set forth in s. 163.3187(1) for the year following the effective date of the exemption.

163.3164 Local Government Comprehensive Planning and Land Development Regulation Act; definitions.—As used in this act:

- (1) "Administration Commission" means the Governor and the Cabinet, and for purposes of this chapter the commission shall act on a simple majority vote, except that for purposes of imposing the sanctions provided in s. 163.3184(11), affirmative action shall require the approval of the Governor and at least three other members of the commission.
- (2) "Area" or "area of jurisdiction" means the total area qualifying under the provisions of this act, whether this be all of the lands lying within the limits of an incorporated municipality, lands in and adjacent to incorporated municipalities, all unincorporated lands within a county, or areas comprising combinations of the lands in incorporated municipalities and unincorporated areas of counties.
- (3) "Coastal area" means the 35 coastal counties and all coastal municipalities within their boundaries designated coastal by the state land planning agency.
- (4) "Comprehensive plan" means a plan that meets the requirements of ss. 163.3177 and 163.3178.
- (5) "Developer" means any person, including a governmental agency, undertaking any development as defined in this act.
- (6) "Development" has the meaning given it in s. 380.04.
- (7) "Development order" means any order granting, denying, or granting with conditions an application for a development permit.
- (8) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- (9) "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government, however designated, or the combination of such bodies where joint utilization of the provisions of this act is accomplished as provided herein.
- (10) "Governmental agency" means:
 - (a) The United States or any department, commission, agency, or other instrumentality thereof.
 - (b) This state or any department, commission, agency, or other instrumentality thereof.
 - (c) Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof.
 - (d) Any school board or other special district, authority, or governmental entity.
- (11) "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- (12) "Land use" means the development that has occurred on the land, the development that is proposed by a developer on the land, or the use that is permitted or permissible on the land under an adopted comprehensive plan or element or portion thereof, land development regulations, or a land development code, as the context may indicate.
- (13) "Local government" means any county or municipality.
- (14) "Local planning agency" means the agency designated to prepare the comprehensive plan or plan amendments required by this act.
- (15) A "newspaper of general circulation" means a newspaper published at least on a weekly basis and printed in the language most commonly spoken in the area within which it circulates, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.
- (16) "Parcel of land" means any quantity of land capable of being described with such definiteness that its locations and boundaries may be established, which is designated by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.

(17) "Person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

(18) "Public notice" means notice as required by s. 125.66(2) for a county or by s. 166.041(3)(a) for a municipality. The public notice procedures required in this part are established as minimum public notice procedures.

(19) "Regional planning agency" means the agency designated by the state land planning agency to exercise responsibilities under law in a particular region of the state.

(20) "State land planning agency" means the Department of Community Affairs.

(21) "Structure" has the meaning given it by s. 380.031(19).

(22) "Land development regulation commission" means a commission designated by a local government to develop and recommend, to the local governing body, land development regulations which implement the adopted comprehensive plan and to review land development regulations, or amendments thereto, for consistency with the adopted plan and report to the governing body regarding its findings. The responsibilities of the land development regulation commission may be performed by the local planning agency.

(23) "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, except that this definition shall not apply in s. 163.3213.

(24) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities, and spoil disposal sites for maintenance dredging located in the intracoastal waterways, except for spoil disposal sites owned or used by ports listed in s. 403.021(9)(b).

(25) "Downtown revitalization" means the physical and economic renewal of a central business district of a community as designated by local government, and includes both downtown development and redevelopment.

(26) "Urban redevelopment" means demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill areas, existing urban service areas, or community redevelopment areas created pursuant to part III.

(27) "Urban infill" means the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place and the average residential density is at least five dwelling units per acre, the average nonresidential intensity is at least a floor area ratio of 1.0 and vacant, developable land does not constitute more than 10 percent of the area.

(28) "Projects that promote public transportation" means projects that directly affect the provisions of public transit, including transit terminals, transit lines and routes, separate lanes for the exclusive use of public transit services, transit stops (shelters and stations), office buildings or projects that include fixed-rail or transit terminals as part of the building, and projects which are transit oriented and designed to complement reasonably proximate planned or existing public facilities.

(29) "Urban service area" means built-up areas where public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are committed in the first 3 years of the capital improvement schedule. In addition, for counties that qualify as dense urban land areas under subsection (34), the nonrural area of a county which has adopted into the county charter a rural area designation or areas identified in the comprehensive plan as urban service areas or urban growth boundaries on or before July 1, 2009, are also urban service areas under this definition.

(30) "Transportation corridor management" means the coordination of the planning of designated future transportation corridors with land use planning within and adjacent to the

corridor to promote orderly growth, to meet the concurrency requirements of this chapter, and to maintain the integrity of the corridor for transportation purposes.

(31) "Optional sector plan" means an optional process authorized by s. 163.3245 in which one or more local governments by agreement with the state land planning agency are allowed to address development-of-regional-impact issues within certain designated geographic areas identified in the local comprehensive plan as a means of fostering innovative planning and development strategies in s. 163.3177(11)(a) and (b), furthering the purposes of this part and part 1 of chapter 380, reducing overlapping data and analysis requirements, protecting regionally significant resources and facilities, and addressing extrajurisdictional impacts.

(32) "Financial feasibility" means that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. A comprehensive plan shall be deemed financially feasible for transportation and school facilities throughout the planning period addressed by the capital improvements schedule if it can be demonstrated that the level-of-service standards will be achieved and maintained by the end of the planning period even if in a particular year such improvements are not concurrent as required by s. 163.3180.

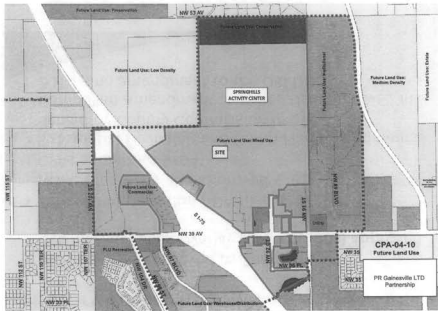
(33) "Agricultural enclave" means an unincorporated, undeveloped parcel that:

- (a) Is owned by a single person or entity;
 - (b) Has been in continuous use for bona fide agricultural purposes, as defined by s. 193.461, for a period of 5 years prior to the date of any comprehensive plan amendment application;
 - (c) Is surrounded on at least 75 percent of its perimeter by:
 1. Property that has existing industrial, commercial, or residential development; or
 2. Property that the local government has designated, in the local government's comprehensive plan, zoning map, and future land use map, as land that is to be developed for industrial, commercial, or residential purposes, and at least 75 percent of such property is existing industrial, commercial, or residential development;
 - (d) Has public services, including water, wastewater, transportation, schools, and recreation facilities, available or such public services are scheduled in the capital improvement element to be provided by the local government or can be provided by an alternative provider of local government infrastructure in order to ensure consistency with applicable concurrency provisions of s. 163.3180; and
 - (e) Does not exceed 1,280 acres; however, if the property is surrounded by existing or authorized residential development that will result in a density at buildout of at least 1,000 residents per square mile, then the area shall be determined to be urban and the parcel may not exceed 4,480 acres.
- (34) "Dense urban land area" means:
- (a) A municipality that has an average of at least 1,000 people per square mile of land area and a minimum total population of at least 5,000;
 - (b) A county, including the municipalities located therein, which has an average of at least 1,000 people per square mile of land area; or
 - (c) A county, including the municipalities located therein, which has a population of at least 1 million.

The Office of Economic and Demographic Research within the Legislature shall annually calculate the population and density criteria needed to determine which jurisdictions qualify as dense urban land

areas by using the most recent land area data from the decennial census conducted by the Bureau of the Census of the United States Department of Commerce and the latest available population estimates determined pursuant to s. ~~186.901~~. If any local government has had an annexation, contraction, or new incorporation, the Office of Economic and Demographic Research shall determine the population density using the new jurisdictional boundaries as recorded in accordance with s. ~~171.091~~. The Office of Economic and Demographic Research shall submit to the state land planning agency a list of jurisdictions that meet the total population and density criteria necessary for designation as a dense urban land area by July 1, 2009, and every year thereafter. The state land planning agency shall publish the list of jurisdictions on its Internet website within 7 days after the list is received. The designation of jurisdictions that qualify or do not qualify as a dense urban land area is effective upon publication on the state land planning agency's Internet website.

History.—s. 3, ch. 75-257; s. 49, ch. 79-190; s. 10, ch. 81-167; s. 10, ch. 83-55; s. 2, ch. 85-55; s. 3, ch. 92-129; s. 2, ch. 93-206; s. 2, ch. 95-257; s. 22, ch. 95-280; s. 7, ch. 95-310; s. 2, ch. 98-176; s. 2, ch. 99-378; s. 1, ch. 2005-290; s. 3, ch. 2006-255; s. 1, ch. 2007-204; s. 2, ch. 2009-96



Approved Development Order

800,000 square feet of commercial
752 hotel rooms
460,000 square feet of warehouse
495,000 square feet of office
1,400 multi-family units
517 single-family units



Development Order is not consistent with Current
Comprehensive Plan Policies

History of Springhills

- DRI and CPAs approved by Board 7/99
- Design Guidelines Overlay District (Code) approved 7/2000
- Substantial Deviation ADA filed 8/03
- NOPC filed 2/05 and approved 4/05
- CPAs submitted 5/04
- Substantial Deviation and Comp Plan Amendments denied by County Commission in 2007
- Comp Plan Amendment to Mixed Use Approved in 2010 – no amendment to the DRI DO

Current Uses Allowed by Development Order

800,000 square feet of commercial
752 hotel rooms
460,000 square feet of warehouse
495,000 square feet of office
1,400 multi-family units
517 single-family units



Not consistent with Current Comp Plan Amendment

Since Comp Plan Amendment Adoption

- Urban Service Area adopted (s. 163.3164, 163.3180, F.S.)
- Development within Urban Service Area exempt from DRI Review – s. 380.06(29)(c), F.S.
- Current DRIs option to be governed by s. 380.115(1)(b), F.S.

Section 380.115, Florida Statutes

- › Developer or landowner can request to rescind DRI
- › Must show all required mitigation for development up to that point has been completed.
- › PR Gainesville Limited Partnership, property owner, has requested rescission of Resolution 05-26

Mitigation

- › Construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects,

Mitigation

- › Before initiation of Phase II of the Springhills DRI development, the following transportation improvements shall be in place: extension of left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court /NW 39th Avenue Intersection; and extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersections.

Mitigation

- › No mitigation is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed.
- › Developer's Agreement to address mitigation signed by PR Gainesville Limited Partnership and needs to be signed by the County if approved.

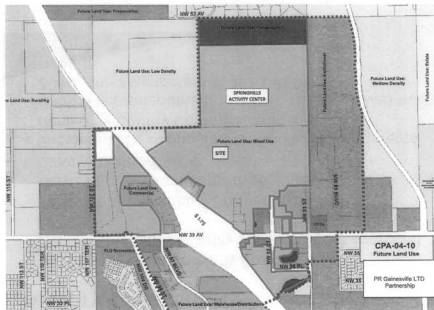
Recommendation

- Approve the Resolution Rescinding Resolution 05-26, the Development Order for the Springhills DRI.

WILLIAMSON

Request by PR Gainesville Limited Partnership to Rescind the DRI Development Order for the Springhills DRI

April 26, 2011



Approved Development Order

800,000 square feet of commercial
752 hotel rooms
460,000 square feet of warehouse
495,000 square feet of office
1,400 multi-family units
517 single-family units



Development Order is not consistent with Current
Comprehensive Plan Policies

History of Springhills

- › DRI and CPAs approved by Board 7/99
- › Design Guidelines Overlay District (Code) approved 7/2000
- › Substantial Deviation ADA filed 8/03
- › NOPC filed 2/05 and approved 4/05
- › CPAs submitted 5/04
- › Substantial Deviation and Comp Plan Amendments denied by County Commission in 2007
- › Comp Plan Amendment to Mixed Use Approved in 2010 – no amendment to the DRI DO

Current Uses Allowed by Development Order

800,000 square feet of commercial
752 hotel rooms
460,000 square feet of warehouse
495,000 square feet of office
1,400 multi-family units
517 single-family units



Not consistent with Current Comp Plan Amendment

Since Comp Plan Amendment Adoption

- › Urban Service Area adopted (s. 163.3164, 163.3180, F.S.)
- › Development within Urban Service Area exempt from DRI Review – s. 380.06(29)(c), F.S.
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Section 380.115, Florida Statutes

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- › Construction of a right turn storage lane for eastbound to southbound movements at the southwest corner of the intersection of NW 39th Avenue and NW 91st Street shall commence and must be completed prior to issuance of a certificate of occupancy on the last of the listed projects or the last of Phase II projects,

Mitigation

- › Before initiation of Phase II of the Springhills DRI development, the following transportation improvements shall be in place: extension of left turn lanes on all approaches and northbound and southbound right turn lanes at NW 92nd Court /NW 39th Avenue Intersection; and extend left turn lanes on all approaches and northbound and southbound right turn lanes at NW 91st Street/NW 39th Avenue intersections.

Mitigation

- › No mitigation is currently due, though there is mitigation attributable to approved and constructed development that has not yet been performed.
- › Developer's Agreement to address mitigation signed by PR Gainesville Limited Partnership and needs to be signed by the County if approved.

Recommendation

- Approve the Resolution Rescinding Resolution 05-26, the Development Order for the Springhills DRI.

April 26, 2011 Regular BoCC Meeting
Agenda Item #32

Title

Approval of the Board of County Commission Minutes. (Amended)

Amount

N/A

Description

Request approval of the following County Commission minutes: April 5, 2011 - 10:00 A.M.

Recommendation

Approve the following County Commission minutes: April 5, 2011 - 10:00 A.M.

Alternative(s)

Do not approve the minutes.

Requested By

Steve Donahey

Originating Department

Finance & Accounting

Attachment(s) Description

Minutes

Documents Requiring Action

Minutes: April 5, 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 040511.pdf

Tuesday, April 5, 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 Baird moved adoption of the agenda as printed. The motion carried 4-0 with Commissioner DeLaney out of the room.

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.

Commissioner DeLaney entered at 10:47 A.M.

II. Department of Public Safety – Program and Service Presentation

Amount: N/A

Recommended Action: Information Only – no action requested.

Public Safety Director Ed Bailey presented the above item.

Chair Pinkoson recognized Fire Chief Bill Northcutt who presented comments to the Board.

Tuesday, April 5, 2011 – 10:00 A.M.

III. Recess for lunch and re-convene in Jack Durrance Auditorium, Room 209

Amount: N/A

Recommended Action: Recess for lunch and re-convene

BOARD RECESSED AT: 12:08 P.M.

BOARD RECONVENED: 1:35 P.M.

IV. Community Support Services Presentation

Community Support Services Director Elmira Warren presented the above item.

Chair Pinkoson recognized Social Services Director Candie Nixon, Victim Services Director Loretta Golden, Poverty Reduction Director John Skelly, Cooperative Extension Director Cindy Sanders, Administrative Support Manager Bonnie Hinson, and Health Department Representative Paul Myers who presented comments to the Board.

V. Stormwater Management Program, further direction to Manager

Amount: N/A

Recommended Action: Stormwater Management Program, further direction to Manager.

County Manager Reid, Public Works Director Richard Hedrick, and County Engineer Dave Cerlanek presented the above item.

Commissioner DeLaney moved to defer the stormwater tax to Calendar Year 2013.

Chair Pinkoson recognized Rob Brinkman who presented comments to the Board.

The motion carried 5-0.

VI. Sales Tax for Roads, further direction to Manager

Amount: N/A

Recommended Action: Sales Tax for Roads, further direction to Manager

Commissioner Long moved to refer to the manager the question of what is the process required for the Board of County Commissioners to consider a sales tax referendum and requested that the following information be supplied:

1. What the process will be for engaging the public and local municipalities?
2. A list of projects of maintenance-only projects and all projects that require enhancements based upon the corridor design manual within 60 days.

Tuesday, April 5, 2011 – 10:00 A.M.

3. Definition of maintenance and reconstruction.
4. List in detail what is required for each project.

Chair Pinkoson recognized Joanie Ellis and Rob Brinkman who presented comments to the Board.

The motion carried 5-0.

Public Comments

Chair Pinkoson recognized Jack Donovan and Rob Brinkman who presented comments to the Board.

Commissioner Byerly moved to direct staff to evaluate green burials as a means of burial for indigent persons. The motion carried 5-0.

There being no further business before the Board the meeting was adjourned at 4:48 P.M.

April 26, 2011 Regular BoCC Meeting
Agenda Item #33

Title

FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board (Amended)

Amount

N/A

Description

Request Approval of the FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board

Recommendation

Approve the FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board

Alternative(s)

N/A

Requested By

Jacqueline Chung, Equal Opportunity Manager

Originating Department

Administrative Services Department, Equal Opportunity Division

Attachment(s) Description

FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board

Documents Requiring Action

N/A

Executive Summary

N/A

Background

The Fair Housing/Human Rights Board was established in the Human Rights Ordinance to render determinations based on the recommendation of the Equal Opportunity Manager's final investigative report.

Issues

N/A

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: FHHRAnnualReportFY10.pdf

FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board

To: The Alachua County Board of County Commissioners

The Alachua County Human Rights Ordinance, Chapter 111 of County Code, prohibits discrimination in employment, housing and public accommodations, based on race, color, national origin, age, sex, religion, marital status or disability (and familial status in housing complaints). The Equal Opportunity (EO) Division investigates discrimination complaints and presents a final investigative report to the Fair Housing/Human Rights Board (the board) which is appointed by the County Commission. Based on the results of the investigation, the board renders a determination as to whether or not there is sufficient evidence that a violation of the Human Rights Ordinance has occurred. Jurisdiction is the unincorporated areas of Alachua County, and does not include other governmental entities such as the City of Gainesville, University of Florida, the Alachua County School Board, or Constitutional Officers.

Fair Housing/Human Rights Board FY10 Work-Plan

The board's main objective is to review and make determinations on formal complaints of discrimination and to assist in public education and outreach efforts under the Human Rights Ordinance.

Summary of Activity

During the fiscal year, October 1, 2009 through September 30, 2010, the EO Division received 119 intakes (requests for information, technical assistance or to file a discrimination complaint. Of the 119 intakes, 83 involved employment, 11 involved housing, 6 involved public accommodations, 15 involved public service issues and 4 involved small business enterprises. 30 clients were formally counseled regarding complaint resolution and filing options. Technical assistance was provided where appropriate to help resolve complaints informally or to refer to the appropriate external agencies.

Formal Investigations (Unincorporated Areas of Alachua County)

Two complaints of discrimination against local employers were formally investigated by the EO Division and closed with a determination of no probable cause.

Complaint Referrals (Non-jurisdictional Complaints)

The EO Division provides technical assistance to citizens with non-jurisdictional complaints. This includes helping to properly frame the complaint and complete the required paperwork for referral to the appropriate state or federal agency. EO staff also provides assistance as requested to review the response from the state or federal agencies and provide guidance on the investigative process.

During the past fiscal year, 6 complaints were referred to the Florida Commission on Human Relations (FCHR). All 6 were employment complaints. The status of the 6 complaints is shown in the table below:

FCHR COMPLAINT DISPOSITION	
Complaint currently under investigation	1
No probable cause determination	3
Probable cause determination issued- complaint in conciliation	1
Complaint withdrawn with benefits	1
TOTAL REFERRALS FY10	6

Public Education and Outreach Efforts

The Equal Opportunity Division conducts public education on equal opportunity laws and often partners with local agencies in its outreach programs.

FY10 public education and outreach efforts included:

- Partnered with the U.S. Equal Employment Opportunity Commission (EEOC) to present 2 workshops for local employers on the Americans with Disabilities Act (ADA), in November 2009 and February 2010.
- Partnered with the City of Gainesville and the Florida Commission on Human Relations to provide Fair Housing training in April 2010 and promoting Fair Housing Month through public service announcements on Channel 12 and web banners on WCJB.com.
- Co-sponsored the opening reception of the Library District's Holocaust Memorial Museum's traveling exhibition of the Nazi Persecution of Homosexuals, on May 10, 2010.
- Conducted ADA training for the local chapter of Society of Human Resources Managers (SHRM) on July 8, 2010.
- Partnered with the City of Gainesville to present the highly successful first annual Gainesville-Alachua County Employment Law Seminar for public and private employers. Over 100 people participated and the evaluations rated the conference as "Excellent". Speakers included employment law attorneys and representatives from the EEOC, the University of Florida, Alachua County and City of Gainesville.
- Promoted the services of the office by participating in:
 - Census Awareness Day in March.
 - The 5th Avenue Arts Festival in April.
 - The HR Career Expo in April.
 - The ADA Expo in July.
 - The CHOICES Expo in July.

The Fair Housing/Human Rights Board remains committed to working with the Equal Opportunity Division to enforce the Human Rights Ordinance and promote awareness of equal opportunity laws in the community.

Respectfully submitted,

Vinay Raj (Chair) and Jessica Johnson (Vice Chair)

April 26, 2011 Regular BoCC Meeting
Agenda Item #34

Title

Report of Contracts signed by County Manager and Staff for March 2011 (Amended)

Amount

NA

Description

Report of Contracts and Grants signed by the County Manager and Staff for March 2011

Recommendation

Accept the Report of Contracts and Grants for March 2011 and include a copy of the documents in the Board's minutes

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 and Staff for March 2011

Documents Requiring Action

Report of Contracts signed by County Manager and Staff - March 2011

Executive Summary

List of Contracts signed by County Manager and County Staff for March 2011 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be included in the Board's minutes.

Background

At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget

Issues

Whether to continue to include copies of agreements signed by the County Manager and Staff in the Board's minutes. Would require revision of guidelines

Fiscal Recommendation

Funding for expenses 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: Report of Contracts March 2011.pdf

MARCH, 2011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DEPARTMENT/DIVISION	NOTES
NA	HELPING HANDS CLINIC, INC	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	MARCH OF DIMES	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	SOLDIERS OF THE CROSS - CHRIST	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	ALACHUA COUNTY CRISIS CENTER	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	ALACHUA COUNTY SUPERVISOR OF ELECTIONS	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	FREEDOM METHODIST	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	IDYLLWILD ELEMENTARY	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	EASTER SEALS OF ALTRUSA HOUSE	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	FOUNDATION CHAPEL CHURCH OF GOD BY FAITH	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	WARRIORS FOR CHRIST	NA	MOU* FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	Court Services	
NA	TRUE FREEDOM FOUNDATION, INC	NA	eCIVIS GRANTS NAVIGATOR SUBSCRIPTION AGREEMENT	Office of Management and Budget	
NA	BLASER FAMILY FOUNDATION	NA	eCIVIS GRANTS NAVIGATOR SUBSCRIPTION AGREEMENT	Office of Management and Budget	
NA	HOUSE OF HOPE, INC	NA	eCIVIS GRANTS NAVIGATOR SUBSCRIPTION AGREEMENT	Office of Management and Budget	
NA	PADDLE FLORIDA, INC	NA	eCIVIS GRANTS NAVIGATOR SUBSCRIPTION AGREEMENT	Office of Management and Budget	
NA	HAWTHORNE/PUTNAM LAND CONSERVANCY	NA	eCIVIS GRANTS NAVIGATOR SUBSCRIPTION AGREEMENT	Office of Management and Budget	
7565	ALACHUA COUNTY PUBLIC HEALTH	NA	INTERPOSAL AGREEMENT RELATED TO REIMBURSEMENT FOR LEASE	PUBLIC SAFETY	
7246	BOONE IMPROVEMENTS	(\$16,776.00)	BOONE IMPROVEMENTS 1ST AMENDMENT FOR LAWN SERVICES FOR THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT	COMMUNITY SUPPORT SERVICES	

* Memorandum of Understanding

** Community Development Block Grant

*** Neighborhood Stabilization program

MARCH, 2011

7458	BILLETPOOF	(\$1,640.00)	LICENSE AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS	PUBLIC WORKS/PARKS	For Hot Rod and Custom Car Show on April 9, 2011
7588	BIG D ROOFING, INC	(\$18,997.00)	AGREEMENT FOR RE-ROOFING OF THE SUPERVISOR OF ELECTIONS WAREHOUSE	FACILITIES MANAGEMENT	
7434	D. A. B. CONTSTRUCTORS, INC	(\$53,912.34)	CHANGE ORDER #1 FOR THE SW 62ND BLVD CONNECTOR - PROJECT 6313	PUBLIC WORKS/PARKS	
7577	UNIVERSITY OF FLORIDA	(\$49,950.00)	AGREEMENT FOR PUBLIC SAFETY MEDICAL DIRECTOR	PUBLIC SAFETY	Agreement is until terminated
7350	CERTIFIED ROOFING AND CONSTRUCTION (JOHNSON AND JOHNSON ROOFING)	NA	FIRST AMENDMENT TO THE AGREEMENT FOR REHABILITATION OF THE PROPERTY LOCATED AT 3713 SE 14TH TERRACE, GAINESVILLE	GROWTH MANAGEMENT - HOUSING	Extends time for completion - Funded under the CDBG** NSP*** Grant
7575	SOUTHLAND WASTE SYSTEMS	\$37,305.00	COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT	PUBLIC WORKS/SOLID WASTE	Estimated annual revenue
7049	BI INCORPORATED	(\$1,120.00)	EQUIPMENT SCHEDULE 4 TO AGREEMENT TO PURCHASE GPS TRACKING EQUIPMENT	COURT SERVICES	To replace lost unit - Client paid for replacement
7572	TERRY L. ZINN	RATED BASED	AGREEMENT FOR HEARING OFFICER SERVICES	VARIOUS	
7573	PAUL R. SILVERMANN	RATED BASED	AGREEMENT FOR HEARING OFFICER SERVICES	VARIOUS	
7571	NATIONAL HOT ROD ASSOCIATION	\$0.00	LICENSE AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS	PUBLIC WORKS/PARKS	For use of parking Area for Gatornationals March 9-13
7570	BLUE STAR PRODUCTIONS	\$2,400.00	LICENSE AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS	PUBLIC WORKS/PARKS	FOR GENERAL MERCHANDISE SALE MARCH 11, 12 AND 13TH
7341	GRUCOM	(\$14,785.00) ONE TIME CHARGE AND THEN (480.00) MONTH	UPGRADE TOP SERVICE AGREEMENT FOR ETHERNET DATA TRANSPORT SYSTEM BETWEEN THE CONSOLIDATED COMMUNICATIONS SYSTEM AND THE ALACHUA COUNTY ADMINISTRATION BUILDING	PUBLIC SAFETY/E911	
7568	EMERGENCY RESPONSE EDUCATORS AND CONSULTANT	RATE BASED	AGREEMENT FOR CONSULTING SERVICES FOR EMERGENCY OPERATIONS CENTER	PUBLIC SAFETY/EOC	

* Memorandum of Understanding

** Community Development Block Grant

*** Neighborhood Stabilization program

BETWEEN

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Easter Seals at Alkhusa House

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative:

Erasmus C.D.

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

- A. To provide community service program participants, when possible, to the requesting supervising agency.
- B. To provide counseling for and supervision of the participants.
- C. To cooperate with and assist the Supervising Agency in regard to any program related problems.
- D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.
- E. To provide quarterly visits to active supervising agencies within Alachua County.
- F. To provide periodic telephone follow-up on participant's progress and problem identification.
- G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.
- H. To accept the supervising agency's decision to terminate any participant without cause.
- I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.
- J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

- A. To provide work and necessary work materials for the Community Service Program participants.
- To provide training, when needed, on the proper utilization of work equipment.
- C. To provide safe work conditions and equipment as necessary.

- D. The Community Service Program participants will not be required to perform hazardous duties.
- E. To provide the Sponsor with a brief job description.
- F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.
- G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.
- H. To notify the Sponsor if termination of placement of any participant is desired.
- I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.
- J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

- A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.
- B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.
- C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.
 - 1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.
 - 2) Maintenance work on any state owned, county owned, or municipally owned road or highway.
 - 3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.
 - 4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.
- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: [Signature]
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601
 Phone: (352) 338-7390

Date: 3/31/11

SUPERVISING AGENCY:

by: [Signature]
 Title: Center Director

Address: 2002 NW 36th Ave
Gainesville, FL 32605

Phone: 352-377-7708

Date: 3-05-11

MAR 23 2011

MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Foundation Chapel Church of God By Faith
hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Willie J. McKnight Sr.

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

- A. To provide community service program participants, when possible, to the requesting supervising agency.
- B. To provide counseling for and supervision of the participants.
- C. To cooperate with and assist the Supervising Agency in regard to any program related problems.
- D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.
- E. To provide quarterly visits to active supervising agencies within Alachua County.
- F. To provide periodic telephone follow-up on participant's progress and problem identification.
- G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.
- H. To accept the supervising agency's decision to terminate any participant without cause.
- I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.
- J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

- A. To provide work and necessary work materials for the Community Service Program participants.
- B. To provide training, when needed, on the proper utilization of work equipment.
- C. To provide safe work conditions and equipment as necessary.

- D. The Community Service Program participants will not be required to perform hazardous duties.
- E. To provide the Sponsor with a brief job description.
- F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.
- G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.
- H. To notify the Sponsor if termination of placement of any participant is desired.
- I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.
- J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

- A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.
- B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.
- C. According to Florida Statue Number 948.031, Community Service work may be performed for a tax supported or tax exempt entity, only with the consent of such entity. Public service work may include, but shall not be limited to, any of the following types of public service.
 - 1) Maintenance work on any property or building owned or leased by any state, county, or municipal or any non-profit organization or agency.
 - 2) Maintenance work on any state owned, county owned, or municipally owned road or highway.
 - 3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.
 - 4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.
- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 24.2.11

SUPERVISING AGENCY:

by: Willie J. McKnight Sr.

Title: Elder (Pastor)

Address: POB 2046
Alachua Florida 32616

Phone: 386-462-2549

Date: 3-22-11

MAR 21 2011

MAR 15 PM 11:37

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency,"

Supervising Agency's
Representative: JOHN DEANE

WARRIORS FOR CHRIST, INC

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

- A. To provide community service program participants, when possible, to the requesting supervising agency.
- B. To provide counseling for and supervision of the participants.
- C. To cooperate with and assist the Supervising Agency in regard to any program related problems.
- D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.
- E. To provide quarterly visits to active supervising agencies within Alachua County.
- F. To provide periodic telephone follow-up on participant's progress and problem identification.
- G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.
- H. To accept the supervising agency's decision to terminate any participant without cause.
- I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.
- J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

- A. To provide work and necessary work materials for the Community Service Program participants.
- B. To provide training, when needed, on the proper utilization of work equipment.
- C. To provide safe work conditions and equipment as necessary.

- D. The Community Service Program participants will not be required to perform hazardous duties.
- E. To provide the Sponsor with a brief job description.
- F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.
- G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.
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- I. To certify completion of Community Service Program participants' work, on the Certificate of Compliance form provided by the Sponsor to the Supervising Agency, for each participant.
- J. To maintain current records of all participants' names and hours worked, and to provide access to the records for verification purposes by the Sponsor.

THE SUPERVISING AGENCY UNDERSTANDS:

- A. Community Service clients will never be requested to perform work at a time that would interfere with their employment.
- B. It is not acceptable for Community Service clients to "trade" materials, supplies, etc., for credit work hours.
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 - 4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.
- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 23.3.11

SUPERVISING AGENCY:

by: JOHN DEANE
 Title: PRESIDENT OF
WARRIORS FOR CHRIST

Address: 3207 NW 53RD AVE #1
GAINESVILLE FL 32608

Phone: (352) 246-6623

Date: 3/3/11

MAR 14 2011

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Helping Hands Clinic, Inc.

Supervising Agency's

Representative: Bandy Stacey, Program Director OR Zenta Anyang, Program Dev. & Volunteer Coordinator

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

- A. To provide community service program participants, when possible, to the requesting supervising agency.
- B. To provide counseling for and supervision of the participants.
- C. To cooperate with and assist the Supervising Agency in regard to any program related problems.
- D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.
- E. To provide quarterly visits to active supervising agencies within Alachua County.
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- G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.
- H. To accept the supervising agency's decision to terminate any participant without cause.
- I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.
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- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
 Title: Director
Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 11-3-11

SUPERVISING AGENCY:

by: Lester Auyang
 Title: Program Development & Volunteer Coordinator

Address: PO Box 1481
Gainesville, FL 32602-1481

Phone: 352-372-8523 x17

Date: 3/7/2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

March of Dimes
hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: _____

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: [Signature]
 Title: Director
Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 9/14/2011

SUPERVISING AGENCY:

by: Liana Huffman
 Title: Community Volunteer Coordinator

Address: 1831 NW 13th St Ste 3
Gainesville, FL 32609

Phone: 352-378-9522

Date: 3-3-2011

MAR 08 2011

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Edwin Arcia

Soliders of the Cross - Christ

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- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 9 March 2011

*** SUPERVISING AGENCY:**

by: Deili Rangel
 Title: Church Secretary

Address: 15 SW 3rd Ave P.O. Box 3046
High Springs, FL 32643

Phone: (386) 454-8788

Date: 2/7/11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Alachua County Crisis Center
hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Marshall Knudson, Ph.D.

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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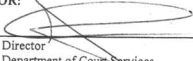
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SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601
 Phone: (352) 338-7390

Date: 4 March 11

SUPERVISING AGENCY:

by: Marshall Davidson PhD
 Title: Director

Address: Alachua County Court Center
218 SE 2nd St.
Gainesville, FL 32601
 Phone: 352-269-6792

Date: 3/1/2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Pam Carpenter, Alachua County Supervisor of Elections
hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Pam Carpenter

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: [Signature]
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601
 Phone: (352) 338-7390

Date: 4/26/11

SUPERVISING AGENCY:

by: [Signature]
 Title: Supervisor of Elections

Address: 11 SE 1st Street
Gainesville, FL 32601

Phone: 352-374-5252

Date: 3/2/11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency." Alachua County Health Department

Supervising Agency's Representative: TERESA WHITE

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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SPONSOR:

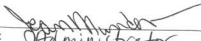
by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 4 March 11

SUPERVISING AGENCY:

by: 
 Title: Administrator

Address: 224 SE 24th St
 Gainesville, FL 32641

Phone: 352 334-7900

Date: 2/18/11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

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Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency,"

Freedom United Methodist

Supervising Agency's
Representative: Rev. Mary Jackson

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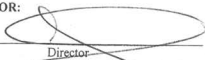
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 - 3) Landscaping or maintenance work in any state, county, or municipal park or recreation area.
 - 4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.
- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 4 March 11

SUPERVISING AGENCY:

by: Rev. Mary M. Jackson
Title: Pastor

Address: 19420 N. CR 225
Gainesville, FL 32609

Phone: (352) 363-0649

Date: Feb. 13, 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

Barbara A. Henry Barbara A. Henry
hereinafter referred to as the "Supervising Agency,"
Supervising Agency's
Representative: Idylwild Elementary

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

- A. To provide community service program participants, when possible, to the requesting supervising agency.
- B. To provide counseling for and supervision of the participants.
- C. To cooperate with and assist the Supervising Agency in regard to any program related problems.
- D. To provide the supervising agency with the opportunity to set the criteria used to determine which clients are referred to them.
- E. To provide quarterly visits to active supervising agencies within Alachua County.
- F. To provide periodic telephone follow-up on participant's progress and problem identification.
- G. To provide current "Certificate of Compliance" forms and forms to be utilized as time sheets.
- H. To accept the supervising agency's decision to terminate any participant without cause.
- I. To provide an orientation for each supervising agency on our program, including provision of an orientation packet.
- J. To verify work completion by participants through the use of time sheets with authorized signature.

THE SUPERVISING AGENCY AGREES:

- A. To provide work and necessary work materials for the Community Service Program participants.
- B. To provide training, when needed, on the proper utilization of work equipment.
- C. To provide safe work conditions and equipment as necessary.

- D. The Community Service Program participants will not be required to perform hazardous duties.
- E. To provide the Sponsor with a brief job description.
- F. To notify the Sponsor of new or additional personnel who are authorized to sign the Certification of Compliance forms, along with an updated signature card.
- G. The Community Service Program participants will not be reassigned to a different work site without approval by the Sponsor.
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THE SUPERVISING AGENCY UNDERSTANDS:

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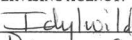
SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601
 Phone: (352) 338-7390

Date: 4. March 11

SUPERVISING AGENCY:

by:  Elen 
 Title: Principal

Address: 4601 SW 20th Ter.
 Gainesville, FL 32608

Phone: 352-955-6709

Date: 2-28-11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Boys and Girls Club of Alachua County, Eastwood Meadows Campus

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 24.1.11

SUPERVISING AGENCY:

by: Fred Williams
 Title: Unit Director

Address: 925 S.E. 43rd St.
Gainesville FL 32641

Phone: 352-377-8003

Date: 1/20/11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: Boys and Girls Club of Alachua County, S.E. Retony Ch. 7

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

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 - 4) Work in any state, county, or municipal hospital or any developmental service institution or other non-profit organization or agency.
- D. Alachua County does not assume liability for injury or property damages relating to Community Service participants.

SPONSOR:

by: 
Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 24-1-11

SUPERVISING AGENCY:

by: Fred Williams
Title: Director

Address: 1100 S.E. 17th dr.
Gainesville FL

Phone: 352-372-1485

Date: 1/20/11

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

~~PER~~ TAD MILLER THE ROCK OF GAINESVILLE
hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: _____

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

THE SPONSOR AGREES:

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SPONSOR:

by: 
 Title: Director
Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 25-1-11

× SUPERVISING AGENCY:

by: 
 Title: SENIOR TEAM PASO/SEC. TRES.

Address: 9818 SW 24TH AVE
GAINESVILLE, FL 32607

Phone: 352-331-7625

Date: 1/24/11

JAN 13 2011

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: DONNA DAY / BETHEL TEMPLE PH. CHURCH / BASIS

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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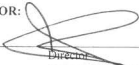
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SPONSOR:

by: 
 Title: Director
 Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 11/1/2011

SUPERVISING AGENCY:

by: DENNA DALL
 Title: REG. CO.

Address: 4507 SE HALLOWAY RD
GAINESVILLE, FL 32641

Phone: 352-359-6657

Date: 11/1/2011

JAN 11 2011

JAN 6 PM 2:29

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's
Representative: 

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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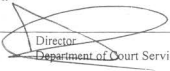
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SPONSOR:

by: 
Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 12.1.11

SUPERVISING AGENCY:

by: V. Morgan Tyrone
Title: Park Manager

Address: 410 SE O'Leno Park Rd
High Springs, FL 32643

Phone: 386-454-4201

Date: 12-22-2010

JAN 11 2011

**MEMORANDUM OF UNDERSTANDING FOR
ALACHUA COUNTY COMMUNITY SERVICE PROGRAM**

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's

Representative: WINDSOR VOLUNTEER FIRE DEPT. EVAN HURST

JIM ARNETTE
WILLIAM HURST

**THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE
SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE
SUPERVISING AGENCY.**

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SPONSOR:

by: 
 Title: Director
Department of Court Services

Address: 14 NE 1st Street
 Gainesville, FL 32601

Phone: (352) 338-7390

Date: 12-1-11

SUPERVISING AGENCY:

by: Evan Purvis
 Title: ~~Warden~~ Firefighter

Address: 1401 SE CR 234
GAINESVILLE, FL 32641

Phone: 352-378-8671

Date: 1-3-2011



Grant Opportunity Tools



Alachua County Board of County Commissioners

P.O. Box 2877, Gainesville, FL 32607

Contact: jdj@alachuacounty.us

352-338-7392



Grants Network

SUBSCRIPTION PACKET



Grant Opportunity Tools



SUBSCRIPTION PACKET INSTRUCTIONS

eCivis GRANTS NETWORK (Formerly Grants Locator)

1. For Community based Organizations, please see Attachment "D" to make sure you qualify.
2. Appointed members of County Advisory Boards and Commissions may qualify for a subscription. Contact John Johnson for information.
3. Provide a contact name in the space provided in Section 9 of the Memorandum of Understanding (Page 4 of this packet).
4. For Community Based Organizations, a corporate officer must sign the Memorandum of Understanding (page 5 of this packet). The signature should be witnessed/attested by another corporate officer in the space provided
5. For Community Based Organizations , sign and witness/attest Attachment D (page 16 of the packet)
6. For Community Based Organizations, please include your tax-exempt number on the signature page. (page 5 of this packet).
7. For appointed members of a County advisory board or commission, please sign the Memorandum of Understanding on Page 5 of this packet and sign Attachment E.(Page 19).
8. All subscribers should provide the information concerning Logins requested on Attachment C (page 15 of this packet)
9. For Municipalities, sign and attest the Memorandum of Understanding (Page 5 of this packet) and sign the appropriate spot of Amendment A to agreement between Alachua County and eCivis LLC. (Pages 17 and 18 of this packet)
10. For additional information and to return the signed Memorandum of Understanding:

John Johnson

Contracts and Grants Administrator - Office of Management and Budget
105 SE 1st Avenue, Suite 6 (Star Garage)- Gainesville, Florida 32601
jdj@alachuacounty.us 352.338.7392 Office - 352.338.7362 Fax

10. A copy of the fully executed agreement will be returned to you for your records
11. User Logins and passwords may only be issued after the Memorandum of Understanding is accepted by the County.
12. User Logins and initial passwords are generally sent by email to each individual or to the primary contact.
13. The County periodically offers training on *Grants Locator*. To enjoy the full benefits and to cooperate in the reporting/monitoring process, you are urged to take part in the training. Schedules of training opportunities will be sent to Subscribers by email or regular mail.

MEMORANDUM OF UNDERSTANDING
Grant Locator Access

This memorandum of understanding entered in to this 23rd day of February, 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 True Freedom Foundation, Inc., hereinafter referred to as "SUBSCRIBER"

WHEREAS, The COUNTY has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of municipalities within its geographic boundaries; and,

WHEREAS, The COUNTY will assume the full cost of the service and its inclusions as described herein so long as the SUBSCRIBER abides and is guided by the Terms & Conditions and procedures attached hereto,

Now therefore the parties agree as follows:

TERM: This agreement shall commence on the date first written above and continue until termination of the subscription agreement between eCivis and the COUNTY or until terminated as provided herein, whichever shall first occur.

By signing below on behalf of the SUBSCRIBER, the signatory understands and agrees that the SUBSCRIBER and all of its employees will:

1. Incur no cost to the SUBSCRIBER for the services described herein, including, but not limited to, full access to *Grants Locator*, training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the SUBSCRIBER not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE SUBSCRIBER.)
2. Agree to and abide by all requirements within the Subscription Agreement and the Terms & Conditions. (Included as Attachment A) and any additional conditions that may be agreed to from time to time between COUNTY and eCivis.
3. Agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of *Grant Locator*, including but not limited to those collected by *Grant Locator*, and as described in Attachment B.
4. Provide contact information for all employees designated as users,
5. Receive Usernames, passwords from the COUNTY, and full access to service,
6. Agree to all legal oversight, negotiation, or changes by the COUNTY to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.
7. The SUBSCRIBER understands that User Ids and passwords may only be used by the individual(s) or the incumbent of a position listed on the attached contact list (Attachment C) and only for purposes that benefit the citizens of Alachua County and are in accordance with this agreement.

8. The SUBSCRIBER and its employees will not share or provide their user-id and password with another employee, any agent of the SUBSCRIBER or any other person, whether such might be permissible under this agreement or not.
9. The SUBSCRIBER agrees to notify the COUNTY in a timely manner when an employee or agent of the SUBSCRIBER is no longer acting on behalf of the SUBSCRIBER. The COUNTY will deactivate that User ID or Password upon receipt of such notice.
10. The COUNTY and the SUBSCRIBER understand and agree that the contact list may from time to time be updated and names added or deleted by mutual written consent of the respective Principle Contacts, without the need to formally amend this agreement.
11. Principal Contacts are:

For the County
John Johnson

Grants/Contracts Coordinator

For the SUBSCRIBER
Matthew Tenney

Executive Director

12. This agreement may be terminated by either party with 48 hours notice upon written notification to the respective Principal Contacts. The COUNTY may terminate this agreement without notice if it becomes credibly aware that SUBSCRIBER or its employees or agents have violated the terms of this agreement.
13. The COUNTY will provide initial training on a periodic basis. The COUNTY cannot generally provide training on demand but will schedule periodic training sessions and notify the SUBSCRIBER of the time and place.
14. This agreement may be modified from time to time by mutual written agreement of the parties.

This Memorandum of Understanding, along with the attachments hereto, constitute the entire understandings buy the parties

In witness whereof the parties have caused this Memorandum of Understanding to be executed for the uses and purposes therein expressed on the day and year first above written.

Alachua County


Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form by the Alachua
County Attorney accepted by the Board of
County Commissioners at their regular
meeting on September 23, 2003

Subscriber

By: Matthew W. Tenney

Print: Matthew Tenney

Title: Executive Director

Date: ^{01 MARCH}
~~29 February~~ 2011

Tax ID Number: 261598219

Attest or Witness

By: Tana Silva

Print: Tana Silva

Title: President

Date: 01 March 2011

ATTACHMENT A

eCIVIS
GRANTS LOCATOR

SUBSCRIPTION AGREEMENT

Between

eCivis.com LLC, a Delaware limited liability company ("eCivis")

Date 8-29-2003
Contract No. 20063

Address: 150 E. Colorado Boulevard, Suite 215
Pasadena, CA 91105

Phone: (877) 232-4847

Principal Contact: **Amy Driver**

Customer Name, type of entity, and jurisdiction: **County of Alachua, FL**

Address: **County of Alachua**
Office of Mgmt. And Budget
105 SE 1st Avenue
Gainesville, FL 32607

Phone: **(352) 374-5204**

Principal Contact and Master Access Holder: **John Johnson, Grants Contract Administrator**

This Agreement provides for eCivis to grant access to your Access Holders, on a password-restricted basis, through the Internet, the following products for the following fees ("Fees"):

Grants Locator software and databases: Federal, Florida, and Foundation Version

- **\$46,500 for Unlimited Access Holders** (This reflects a 15% Manager's Discount on all accesses and an initial Free Month of service (September 1, 2003 – September 30, 2003).)
- **Term:** September 1, 2003 to September 30, 2004 (the "Termination Date")
- **Toll Free Customer Support (877-2-eCivis) and training included**

Access, usage, and information sharing is limited to employees of:

Alachua County

Community Based Organizations within the County

City of Alachua

City of Archer

City of Hawthorne

City of High Springs

City of Lacrosse

City of Micanopy

City of Newberry

City of Waldo

City of Gainesville

(Municipal inclusion is subject to signature of Amendment A, and agreement to all Terms & Conditions herein, by a representative of each Municipality)

This Agreement, including the *Terms and Conditions* is the complete and exclusive statement of the agreement between the parties.

ATTACHMENT A

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

eCivis.com, LLC

County of Alachua, FL

By: _____

By: _____

Karl T. Rectanus
Director, East Coast Operations
eCivis.com, LLC

Print Name

Print Title

Date

ATTACHMENT A

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*.

"Grants Locator" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
 2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.
4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.
5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.
6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.
7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Payments for all sums properly invoiced shall be made within 45 days in accordance with the provisions of § 218, Part VII Florida Statutes (AFlorida Prompt Payment Act®) and the Alachua County Prompt Payment Procedure. (Available at <http://www.co.alachua.fl.us/> and on file with eCivis as printed on date of signing.)
8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

ATTACHMENT A

9. Proprietary Protection. eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*. Regardless of any conflicting language elsewhere in this agreement, the County retains the right to (1) disclose any information as required by § 119, Florida Statutes, or (2) retain copies of documents in accordance with Florida law.

10. Indemnification. If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis's expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis's sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES ECIVIS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the *Grants Locator* is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis's gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis's sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

ATTACHMENT A

13. **Force Majeure.** eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis's ability to perform its obligations hereunder.

14. **Governing Law.** Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state.

***** End of Terms and Conditions *****

ATTACHMENT A

Amendment A

Municipal Inclusion – User Agreement

The County of Alachua has purchased access to the services described within this Subscription Agreement and by the Terms & Conditions on behalf of 8 municipalities within its geographic boundaries. The County of Alachua will assume the full cost of the service and its inclusions as described herein so long as the municipalities abide and are guided by the Terms & Conditions listed.

By signing below on behalf of a municipality, the signatory agrees the municipality and all of its employees will:

- Incur no cost to their municipality for the services described herein, including, but not limited to, full access to *Grants Locator*, initial phone training for users, and basic customer service. (eCivis reserves the right to charge for other services requested by the municipality not described in Terms & Conditions. A WRITTEN AGREEMENT IS REQUIRED FOR ANY CHARGES TO BE ASSESSED TO THE MUNICIPALITY.)
- Agree to and abide by all requirements within this Subscription Agreement and the Terms & Conditions.
- Provide contact information for all employees designated as users,
- Receive Usernames, passwords, and full access to service, and,
- Agree to all legal oversight, negotiation, or changes by the County of Alachua to any further contract enhancements, renewal or extension of services, or other edits to this Subscription Agreement and/or Terms & Conditions, assuming any changes do not incur any financial cost for the municipality.

City of Alachua

By: _____

Print Name

Print Title

Date

City of Hawthorne

By: _____

Print Name

Print Title

City of Archer

By: _____

Print Name

Print Title

Date

City of High Springs

By: _____

Print Name

Print Title

ATTACHMENT A

Date

Date

City of Lacrosse

City of Micanopy

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

City of Newberry

City of Waldo

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

City of Gainesville

By: _____

Print Name

Print Title

Date

ATTACHMENT B

Information Collection

To evaluate use and value of this subscription, the County intends to collect and monitor the following statistics for the various groups of users: Much of this information will be automatically collected by *Grants Locator*.

INFORMATION COLLECTED AUTOMATICALLY

TOTAL SEARCHES

- County
- Each Participating Municipality
- Each Community Based Group.
- Cumulative for all Municipalities
- Cumulative for all Community based groups
- Cumulative for all Groups

GRANTS SAVED

- Report is broken down by groups as listed above
- Includes those grants that the organization or agency felt warranted a "second look".

INFORMATION THAT REQUIRES USER INPUT IN THE "NOTES" FIELD

GRANTS CONSIDERED and GRANTS APPLIED FOR

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. **USERS** should record this information in the "NOTES" field, including the date the information was entered

- Name of Agency/Organization referred to (if other than Users organization) Date
- Action taken (applied for (see below) deferred, decided not to apply)
- If the decision was NOT to apply, indicate why (no match, not enough staff, not in our mission, etc)
- Date award decision will be announced.
- Amount applied for
- Partnerships (joint applications/letters of support)

ATTACHMENT B

GRANTS AWARDED/DENIED

Report is broken down by groups as listed above.

This category is defined by those grants that get a "second look" and that are being actively considered as a possibility for application. USERS should record this information in the "NOTES" field, including the date the information was entered

- Date of denial
- Awarded or Denied
- If awarded, expected date of award and period covered
- Amount awarded

ATTACHMENT C

GRANTS LOCATOR SIGN-UP SHEET

Contact (If Applicable) for the **True Freedom Foundation, Inc.**
Name of Organization or Affiliation

Matthew Tenney
NAME

PO Box 5281 Gainesville, FL 32627-5281
ADDRESS

813.944.7135
PHONE

matthew@truefreedomfoundation.org
EMAIL

HTTP://www.truefreedomfoundation.org
ADDRESS OF ORGANIZATION'S HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED 4

PLEASE PRINT

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	MATTHEW TENNEY	EXECUTIVE DIRECTOR	MATTHEW@TRUEFREEDOMFOUNDATION.ORG 813.944.7135
2	EMI LINES	DIRECTOR	LOJESLOV@GMAIL.COM 352.682.9594
3	TANA SILVA	PRESIDENT	TANASILVA@FLLSOUTLINE.ET 352.376.9557
4	KIMBERLY COLOMER	SECRETARY	KCOLOMER@FLLSOUTLINE.ET 786-953-3882
5			

ATTACHMENT D
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR *GRANTS LOCATOR* ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

- 1) have an office located within Alachua County
- 2) offer services that directly benefit the residents of Alachua County
- 3) offer services on a non-discriminatory basis.
- 4) comply with all federal non-discrimination laws
- 5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Approved as to Form

Alachua County Attorney

Subscriber

By: _____

Print: _____

Title: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT D
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOR GRANTS LOCATOR ACCESS FOR
COMMUNITY BASED ORGANIZATIONS ONLY

GRANTS LOCATOR COMMUNITY BASED ORGANIZATION GUIDELINES

The Subscriber warrants that they:

- 1) have an office located within Alachua County
- 2) offer services that directly benefit the residents of Alachua County
- 3) offer services on a non-discriminatory basis.
- 4) comply with all federal non-discrimination laws
- 5) are organized under the IRS Code section 501C

Alachua County

Suzanne Gable

Suzanne Gable

Office of Management and Budget

Witness to Ms. Gable

Approved as to Form

Alachua County Attorney

Subscriber

By: Matthew W. Tenney

Print: Matthew Tenney

Title: Executive Director

Date: ^{City of Marion 2011}
23 February 2011

Attest or Witness

By: Jana Silva

Print: Jana Silva

Title: President

Date: 01 March 2011

Amendment A to Agreement between eCivis LLC and Alachua County
Municipal Inclusion – User Agreement

City of Lacrosse

By: _____

Print Name

Print Title

Date

City of Micanopy

By: _____

Print Name

Print Title

Date

City of Newberry

By: _____

Print Name

Print Title

Date

City of Waldo

By: _____

Print Name

Print Title

Date

City of Gainesville

By: _____

Print Name

Print Title

Date

ATTACHMENT E

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

**FOR *GRANTS LOCATOR* ACCESS FOR
APPOINTED MEMBERS OF COUNTY ADVISORY BOARDS AND COMMISSIONS**

***GRANTS LOCATOR* ADVISORY BOARD GUIDELINES**

The Subscriber warrants that they:

- 1). Are currently an appointed member of a County advisory Board or Commission
- 2). Will use *Grants Locator* for the benefit of the citizens of Alachua County

Alachua County

Suzanne Gable
Office of Management and Budget

Witness to Ms. Gable

Subscriber

By: _____

Print: _____

Advisory Board/Commission Name

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 8, 2011

MEMORANDUM

To: Ron Akins
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
October 7, 2010 & Received in Contracts with correction
from DOH/Legal/County Manager March 7, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above.

FLORIDA, STATE OF, DEPARTMENT OF HEALTH

**Interlocal Agreement to run simultaneously with the lease between the
County and Fay Cole Johnson, Trustee, for space located at 6520 NW 18th
Drive, Gainesville
Term: October 1, 2010 until terminated**

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

cc: File
F&A

JDJ/jcp



**INTERLOCAL AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT
OF HEALTH AND ALACHUA COUNTY**

This agreement is entered into this 7th day of October, 2010 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 the State of Florida, Department of Health, hereinafter referred to as "DOH".

WITNESSETH

WHEREAS, the County and the DOH 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,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Intent** - This agreement is intended to run simultaneously with the lease (the 6520 Lease) executed between County and Fay Cole Johnson, Trustee, for lease of property located at 6520 NW 18th Drive, Gainesville, Florida (the "premises"), and to set forth duties and responsibilities regarding the use and management of said property.

2. **Term** - This agreement is effective for 2 years (s) beginning October 1, 2010, and continuing until terminated. Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement. It may be extended upon agreement of the parties.

3. **Duties of the DOH** - The ~~City~~ ^{DOH} shall have and perform the following duties, obligations, and responsibilities to the County:

- a. Reimburse County \$3000 per month rent, plus utility costs.
- b. Move the assets from existing storage to the premises.
- c. Inventory and maintain the assets.
- d. Allow Alachua County access to the assets when necessary.
- e. Maintain control and access to the premises.

4. **Duties of the County** - The County shall have and perform the following duties, obligations, and responsibilities to the DOH:

- a. Maintain the lease for the 6520 Building.
- b. Allow the DOH to utilize the premises to implement this agreement.

5. **Method of Payment**

- a. The County shall submit a monthly invoice for amounts owed. Utility costs may be billed on subsequent invoices due to the delay in receiving the utility bills.

6. **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, DOH and County representative are:

County: Ed Bailey
Director, Department of Public Safety
913 SE 5th Street
Gainesville, FL, 32601

DOH: Paul D. Myers, M.S.
Assistant Director, Alachua County Health Department
State of Florida Department of Health
224 SE 24th St. Gainesville, FL 32641

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

7. **Liability** -Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

8. **Termination** -If either party wishes to terminate this agreement, it shall coordinate with the other party to ensure orderly management of the assets and of the 6520 Lease.

9. **Permits** - DOH will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

10. **Laws & Regulations** - The parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The party 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.

11. **Assignment of Interest** - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

12. **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

13. **Third Party Beneficiaries** - This agreement does not create any relationship with, or any rights in favor of, any third party.

14. **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

15. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

16. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

17. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

18. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.

19. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

20. **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.

21. **Recording of Agreement** - The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

22. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By 
Randall H. Reid
County Manager

Witness:


Rhonda Baxton

APPROVED AS TO FORM

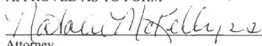


Alachua County Attorney's Office

DEPARTMENT OF HEALTH

By: 

APPROVED AS TO FORM



Attorney



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
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



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: First Amendment to Lawn Maintenance Agreement	AMOUNT: \$ 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
[Signature]		[Signature]	[Signature]	[Signature]	2/1/11

**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.

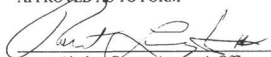
SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated March 2, 2010, shall be and remain in full force and effect.

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

Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

April 5, 2011

MEMORANDUM

To: Charlie Jackson
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 29, 2011 & Received in Contracts April 5, 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.

BIG D ROOFING, INC.

**Agreement for the Re-Roofing Services for the Supervisor of Elections
Warehouse Project located at 915 SE 5th Street
Term: Notice to Proceed until completed (2 calendar days)
Amount: \$ 18,997.00 Account: 300-1204-519.46-20
BID #11-443**

Please forward this document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Furnish me with a Notice to Proceed when issued and Letter of Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail: omb@alachuacounty.us ■ Home Page: www.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.



COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Agreement for Contractual Services between Alachua County and Big D Roofing, Inc. for the Re-Roofing Services of the Alachua County Supervisor of Elections Warehouse

DEPARTMENT: Administrative Services/Facilities	RETURN TO Charlie R. Jackson	CONTACT: Charlie R. Jackson
		PHONE 374.5229
DOCUMENT(S) REQUIRING ACTION:	Agreement for Contractual Services between Alachua County and Big D Roofing, Inc. for the Re-Roofing Services of the Alachua County Supervisor of Elections Warehouse	AMOUNT: \$18,997.00

EXECUTIVE SUMMARY: Request to approve the Agreement for Contractual Services between Alachua County and Big D Roofing, Inc. for the Re-Roofing of the Supervisor of Elections Warehouse, located at 915 SE 5th Street, Gainesville, FL.

BACKGROUND: The Alachua County Board of County Commissioners adopted this Capital Improvement Program (CIP) project "Supervisor of Elections Warehouse Roof Replacement" for the Fiscal Year 2011. This project was advertised for bids on December 8 and 15, 2010. Four vendors submitted their bid and the lowest and most responsive bidder was Big D Roofing, Inc.

ISSUES: This roof is in dire need of replacement; numerous leaks have occurred. If this request is denied, the Supervisor of Elections cannot perform the duties of training volunteers for an election and leaks could result in ballots getting damaged.

ACTION

Recommendation: Approve and execute the Agreement between Alachua County and Big D Roofing, Inc. for the Re-Roofing of the Supervisor of Elections Warehouse.

BUDGETARY IMPACT

Recommendation: Sufficient funds have been allocated to this project

Funding Sources: Capital Improvement Program (CIP) General

Associated Costs: N/A

Account Code: 300-1204-523.46-20

ATTACHMENTS: Agreement for Contractual Services between Alachua County and Big D Roofing, Inc. (one original)

SUGGESTED REFERENCE MATERIAL: N/A

DEPARTMENT DIRECTOR	CONTRACTS	CIP	LEGAL	COUNTY MANAGER	DATE
[Signature]	[Signature]	[Signature]	[Signature]	[Signature]	3/1/11

AGREEMENT FOR CONTRACTUAL SERVICES

THIS AGREEMENT made and entered into this 29th day of March, 2011, by and between Big D Roofing, Inc, hereinafter referred to as "Contractor" doing business at 4480 N.E. 35th Street, Ocala, Florida 34479; and Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH

Whereas, the County desires to employ the Contractor to provide re-roofing services for the Alachua County Supervisor of Elections Warehouse located at 915 SE 5th Street, Gainesville, FL (The 'Project'); and,

Whereas, the Contractor is qualified to provide these services

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective on the date first written above and continuing through completion of the Project as detailed on the issued Notice to Proceed (Exhibit 1) unless earlier terminated as provided herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County As provided in Attachment "A"
3. **Representations and Warranties**. By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$Eighteen Thousand nine hundred ninety seven DOLLARS (\$ 18,997.00)., for the contract term, allocated in the following manner:

4.1.1. Payment will be made in accordance with the Schedule of Values attached hereto (Attachment A)

4.2. As a condition precedent for any payment, the Contractor shall submit an invoice to the County requesting payment for services properly rendered and expenses due upon acceptable completion of the Project. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Facilities Manager
105 SE 1st Street, Suite 2B
Gainesville, FL 32601

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Big D Roofing, Inc
4480 N.E. 35th Street,
Ocala, Florida 34479

4.4. No Additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Contractor: Provide access to Project site
6. **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:

Facilities Manager
105 SE 1st Street, Suite 2B
Gainesville, FL 32601

Contractor:

Big D Roofing, Inc
4480 N.E. 35th Street,
Ocala, Florida 34479

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby		Office of Management and Budget
Clerk of the Court		Attn: Contracts/Grants
Post Office Box 939	and	105 SE 1st Avenue, Suite 6
Gainesville, FL 32602		Gainesville, Florida 32601
ATTN: Finance and Accounting		

7. Default and Termination.

7.1. 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 Facilities Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Administrative Services Director is authorized to provide final termination notice on behalf of the County to the Contractor.

7.2. 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.

- 7.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

- 9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.
- 9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- 9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".
- 9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to,

payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "B"
11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
12. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. **Indemnification.**

- 13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest.** The Professional and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Professional hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
15. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Contractor warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
28. **Entire Agreement.** This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

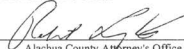
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

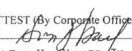
By: 
Randall H. Reid, County Manager

APPROVED AS TO FORM


Alachua County Attorney's Office

Witness to Mr. Reid

. ATTEST (By Corporate Officer)

By: 

Print: Don H. Stauss Jr.

Title: Secretary

Big D Roofing, Inc

By: 

Print: Don H. Stauss Jr.

Title: Vice-President

ATTACHMENT A: SCOPE OF SERVICES AND SCHEDULE OF VALUES

Scope of Services

Contractor must remove shingles down to the plywood. Replace plywood as needed with unit price per sheet. Replace with 25 year fungus resistant white shingles with new underlayment per Florida Roof Code. Repair dried or cracked trusses per Florida Building Code. Magnet checks and cleaned for nails daily. All debris must be removed daily.

1.1 Requirements

- 1.1.1 Remove all existing shingles/nails
- 1.1.2 Repair or replace all penetrations
- 1.1.3 Replace all venting
- 1.1.4 Secure or replace all fascias as needed (\$2.50 square foot)
- 1.1.5 All new exposed wood must be painted to match existing finish
- 1.1.6 Labor & materials to complete required repairs/renovations to substructure.
- 1.1.7 All work shall comply with State and Local codes and ordinances.
- 1.1.8 Obtain any permits pertaining to work.

1.2 Warranty

- 1.2.1 Provide a minimum 2 year warranty on work provided on Project
- 1.2.2 Minimum of 15 year warranty on shingles, with appropriate product data and information

1.3 The Project start date shall be coordinated with the department representative. The County will issue a Notice to Proceed (Exhibit 1). Change Orders will be in the form of Amendment to Change Order (Exhibit 2)

1.4 Remove and install per code plywood underlayment as needed (\$2.50 square foot)

CONTINUATION SHEET

ALA DOCUMENT 0702 (Revised) on 07/01/02

0702 0702

ALA DOCUMENT 0702, APPLICATION AND CERTIFICATE FOR PAYMENT
 ALABAMA COUNTY
 STATEMENTS OF ELECTION
 ARCHITECT'S PROJECT NO.
 APPLICATION NO.
 PERIOD TO
 ARCHITECT'S PROJECT NO.

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Exhibit 1: Notice to Proceed

NTP NO.: _____

INVOICE/BILLING REFERENCE NO.: _____

PROJECT: Supervisor of Elections Warehouse re-roofing

County: Alachua County, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County Project Manager:

Contractor: Big D Roofing, Inc

Contractor's Address: 4480 N.E. 35th Street, Ocala, Florida 34479

Execution of the Notice to Proceed (NTP) by County shall serve as authorization for the Contractor to provide for the above project, services as set out in the Scope of Services and proposal attached as ATTACHMENT C," to that certain Agreement of _____, 20__ between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ scope of services
- ☐ special conditions
- ☐ Schedule of values
- ☐ _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of the Notice to Proceed and shall be complete within two (2) calendar days

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Agreement dated

The amount paid for this job shall be:
\$18,997.00

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

BIG D ROOFING, INC

By: _____

Witness

Date: _____

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

Exhibit 2 Notice to Proceed Amedment

AMENDMENT #

NTP/Project #

Contractor:

Encumbrance #

Contract Manager:

Work Order Name #:

Work Order Description:**Deliverable(s):**

Original Work Order Price:

Total of Prior Approved Changes

Amount of this Change in Work Order
Add or (deduct)

New Work Order Price with Amendment:

Original Completion Date

New Completion Date

Alachua County:

By: _____

Date: _____

Approved as to Form

Alachua County Attorney

Big D Roofing, Inc

By: _____

Date: _____

ATTACHMENT B: INSURANCE REQUIREMENTS
TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTRACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

**Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900**



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

April 4, 2011

MEMORANDUM

To: Ken Fair
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 29, 2011 & Received in Contracts March 31, 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.

D.A.B. CONSTRUCTORS, INC.

**Change Order #1 to the Agreement for SW 62nd Blvd. Connector Interim
Projects – Project #6313**

Term: November 28, 2010 – 405 calendar days

Amount: \$ 53,912.34 Increase Account: 349-7910-541.63-13

\$4,417,245.66 Total

BID #10-430

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Please provide me with a copy of the Final Completion Notice.

cc: Finance & Accounting
Purchasing
File

JDJ/jcp



CHANGE ORDER NO. 1

BOND NO. SU1107604

Project No. 6313

Project Name: SW 62nd Blvd Connector Interim Projects

Contractor: D.A.B. Constructors, Inc.

Description of Change to Contract:

The undersigned parties agree to amend the Contract as follows: The Contractor will perform the work as shown on the attached Revision No. 2 Plan Sheets dated 12/03/10 except for Note 3 on Plan Sheet 44 (Archer/40th Blvd Plans), Note 3 on Plan Sheet 79 (SW 20th/43rd Street Plans) and Note 3 on Plan Sheet 30 (Smart Bus Bay Plans) which will remain as shown in the original bid/Addendum No. 1 documents. The work summary includes the re-alignment of stormwater pipe on the Archer/40th Blvd project, the extension of an existing concrete headwall and tie-in of drainage structures, adjustments to landscaping, an addition of an irrigation system on the SW 20th/43rd Street project, and drainage modifications on the Smart Bus Bay project.

The Contractor will be compensated for this work with a lump sum amount of \$31,551.49 for the SW 20th/43rd project and \$22,360.85 for the Smart Bus Bay project for a total lump sum amount of \$53,912.34. In addition, the Contractor will be compensated with the following quantity overruns of existing pay items at the contract unit prices as shown below:

Archer Rd/SW 40th Blvd Project:

1. Stabilization, Type B (Pay Item 160-4);
2. Optional Base (Group - 9) (Pay Item 285-709); and
3. Superpave Asphaltic Concrete (Traffic C) (PG76-22) (Pay Item 334-1-23).

SW 20th/43rd Street Project:

1. Embankment (Pay Item 120-6);
2. Class I Concrete (Endwalls) SD-2 (Pay Item 400-1-2);
3. Pipe Culvert, Optional Material, Round 0-24" (S/CD) (Pay Item 430-175-101);
4. Pipe Culvert, Optional Material, Round 37-48" (S/CD) (Pay Item 430-175-103);
5. RIP RAP Rubble - Ditch Lining (Pay Item 530-3-4);
6. Performance Turf - Sod (Pay Item 570-1-2); and
7. Pedestrian, Bicycle Railing (Aluminum) (42" Picket Railing) (Pay Item 515-2-301).

Smart Bus Bay on SW 20th Avenue Project:

1. Concrete Sidewalk - 4" Thick (Pay Item 522-1).

The Contract will be increased by five (5) calendar days. The County and the Contractor agree that the contract time adjustment and sum agreed to in this Change Order constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Change Order. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Change Order.

CONTRACT INFORMATION

Date of Contract: October 12, 2010

Date Time Began: November 28, 2010

Original Contract Days: 400 Calendar Days

Original Contract Amount: \$4,363,333.32

Amount of Previous Change Orders: \$0.00

Amount of the Change Order: \$53,912.34

Revised Contract Amount: \$4,417,245.66

TOTAL CHANGE ORDERS - % of Original: 1.23%

Previous Changes To Contract Days: 0

Changes to Contract Days this Change Order: 5

Revised Contract Days: 405

EXECUTION OF AGREEMENT

CONTRACTOR

By: [Signature]

Title: William J. Backschoidt, Vice President

Attest: [Signature]

SURETY - ARCH INSURANCE

By: [Signature]

Title: Joe S. Lubrano, IV,

Attest: [Signature]

Barbara McCalland,

Witness

COUNTY - Alachua County, FL

By: [Signature]

Title: Cathy Mc

Attest: [Signature]

Date of Execution by County: _____

Dated: March 3, 2011

RANDALL H. REID, COUNTY MANAGER

APPROVED AS TO FORM

[Signature]
ALACHUA COUNTY ATTORNEY

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 provisions 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, 2009.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

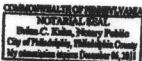



J. Michael Peto, Vice President

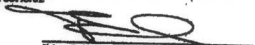
STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Peto 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.

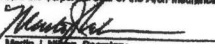


CERTIFICATION


Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

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 certification, and I do further certify that the said J. Michael Peto, 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 3rd day of March, 2011.


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. 1800
Philadelphia, PA 19102



00ML0013 00 03 03

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Change Order No. 1 to the Construction Contract for project No. 6313 SW 62 nd Boulevard Connector Interim Projects with D.A.B. Constructors, Inc.		
DEPARTMENT:	RETURN TO	CONTACT: Dave Cerlanek via Richard Hedrick
Public Works	Ken Fair	PHONE 374-5245 ext 1214
DOCUMENT(S) REQUIRING ACTION: Change Order No. 1		AMOUNT: \$53,912.34

EXECUTIVE SUMMARY: On October 12, 2010 the BOCC approved a Construction Contract for the SW 62nd Blvd. Connector Interim Projects with D.A.B. Constructors, Inc. for County Project No. 6313, SW 62nd Blvd. Connector Interim Projects. The change order is necessary for the Contractor to perform the work as shown on the attached Revision No. 2 Plan Sheets dated 12/03/10. Please see the attached document for a summary of the work to be completed with this change order.

BACKGROUND: The SW 62nd Boulevard Connector Interim Projects consist of three projects: SW 40th Blvd at Archer Rd, SW 20th Ave at SW 43rd St, and SW 20th Ave Smart Bus Bay projects. Bid #10-430 SW 62nd Connector Interim Projects was opened July 21, 2010. Public Works staff reviewed the bids and the lowest most responsive and responsible bidder was D.A.B. Constructors, Inc. with an amount of \$3,966,666.66. With the 10% contingency added to this bid amount, the total contract amount with contingency is \$4,363,333.32. The Finance Report was approved by the Board on September 14, 2010 and recommended awarding the bid to D.A.B. Constructors, Inc. On October 12, 2010 the BOCC approved a Construction Contract for the SW 62nd Blvd Connector Interim Projects.

ISSUES: Newberry Road, Archer Road, SW 34th Street and I-75 are all heavily traveled corridors that need congestion relief. Without this Change Order No. 1, this could potentially delay the construction of the 3 interim projects and could impact the county's ability to meet the deadlines outlined in the LAP agreement for completion of the construction of the 3 interim projects.

BUDGETARY IMPACT

Recommendation:	Approve Change Order No. 1. 100% is reimbursable from FDOT and is within budgeted amounts.
Funding Sources:	FDOT
Associated Costs	\$53,912.34
Account Code:	Revenue: 349-7910-331.49-00, Expense: 349-7910-541.63-13

ATTACHMENTS: Change Order No. 1 to the Construction Contract for project No. 6313 SW 62nd Boulevard Connector Interim Projects with D.A.B. Constructors, Inc.

Revision No. 2 Plan Sheets dated 12/03/10.

**SUGGESTED
REFERENCE
MATERIAL:**

N/A

DEPARTMENT DIRECTOR <i>3-3-11 pth</i>	CONTRACTS <i>JO</i>	OMB <i>(b) 59</i>	LEGAL <i>EL</i>	COUNTY MANAGER DATE <i>RAZ 3/29/11</i>
---	-------------------------------	-----------------------------	---------------------------	---

COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING & PAVEMENT MARKING PLANS
SIGNALIZATION PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH CONTRACT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 8	DRAINAGE MAP
9 - 10	TYPICAL SECTION
11	SUMMARY OF QUANTITIES
12	SUMMARY OF DRAINAGE STRUCTURES
13	OPTIONAL MATERIALS TABULATION
14	GENERAL NOTES AND REFERENCE POINTS
15	PROJECT LAYOUT
16 - 22	ROADWAY PLAN-PROFILE
23	INTERSECTION DETAIL
24	SPECIAL DETAILS
25 - 28	DRAINAGE STRUCTURES
29	DRAINAGE DETAILS
30	ROADWAY SOIL SURVEY
31	CROSS SECTION PATTERN
32 - 39	CROSS SECTIONS
40 - 43	DRIVEWAY PROFILES
44 - 47	STORMWATER POLLUTION PREVENTION PLAN
48 - 49	TRAFFIC CONTROL PLAN GENERAL NOTES
50 - 51	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
52 - 53	TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN
54 - 55	TRAFFIC CONTROL PLAN PHASE 1-A (STEP 1)
56 - 57	TRAFFIC CONTROL PLAN PHASE 1-B (STEP 2)
58 - 59	TRAFFIC CONTROL PLAN PHASE 1-C
60 - 61	TRAFFIC CONTROL PLAN PHASE 2
62 - 63	EROSION CONTROL PLAN GENERAL NOTES
64 - 65	EROSION CONTROL PLAN
66 - 67	UTILITY ADJUSTMENT SHEET
68 - 69	LIGHTING PLAN GENERAL NOTES
70 - 71	LIGHTING PLAN
72 - 73	LIGHTING PLAN SPECIAL DETAILS

ENGINEERING STANDARDS AND SPECIFICATIONS
FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS DATED 2006
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2006,
AS AMENDED BY CONTRACT DOCUMENTS.

APPLICABLE DESIGN STANDARDS AND SPECIFICATIONS OF DESIGN
FOR: DESIGN (See Appendix B, Standard Specifications for Road and
Bridge Construction, 2006 Edition)

REVISIONS

REVISIONS

REVISIONS

REVISIONS

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REVISIONS

ALACHUA COUNTY PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
ARCHER ROAD AT SW 40TH BOULEVARD
INTERSECTION IMPROVEMENTS



END PROJECT
STA. 274+50.00
SW 40TH BLVD

BEGIN PROJECT
STA. 304+00.00
SW 40TH BLVD

BEGIN CONSTRUCTION
STA. 274+50.00
ARCHER ROAD

END CONSTRUCTION
STA. 281+34.00
ARCHER ROAD

PROJECT LENGTH IS BASED ON R OF SURVEY S.W. 40TH BLVD.

LENGTH OF PROJECT		
ROADWAY	LINEAR FEET	MILES
BRIDGES	1,184.00	0.224
NET LENGTH OF PROJECT	1,184.00	0.224
EXCEPTIONS		
GROSS LENGTH OF PROJECT	1,184.00	0.224

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN, P.E.



ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
TERRELL SHAW, P.E.
HNTB CORPORATION
1001 BOWEN ROAD
SUITE 200, LIBERTY CENTER
ALACHUA, FL 32309
PHONE NO. (904) 298-0257
FAX NO. (904) 278-0280

PLANS PREPARED BY:

HNTB

HNTB CORPORATION
1001 BOWEN ROAD
SUITE 200, LIBERTY CENTER
ALACHUA, FL 32309
PHONE NO. (904) 298-0257
FAX NO. (904) 278-0280
CERT. OF AUTH. NO. 8800

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REVISIONS.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

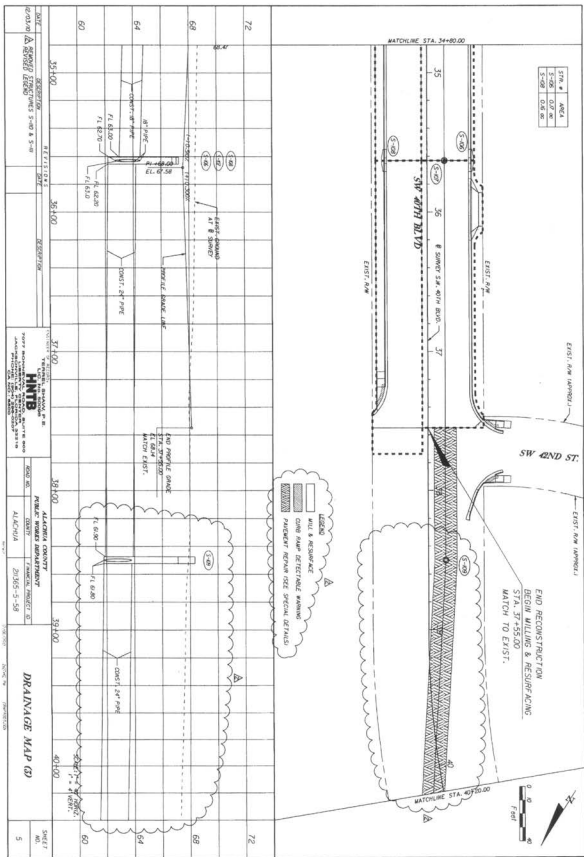
ROADWAY PLANS
ENGINEER OF RECORD: TERRELL SHAW, P.E.

P.E. NO. 50006

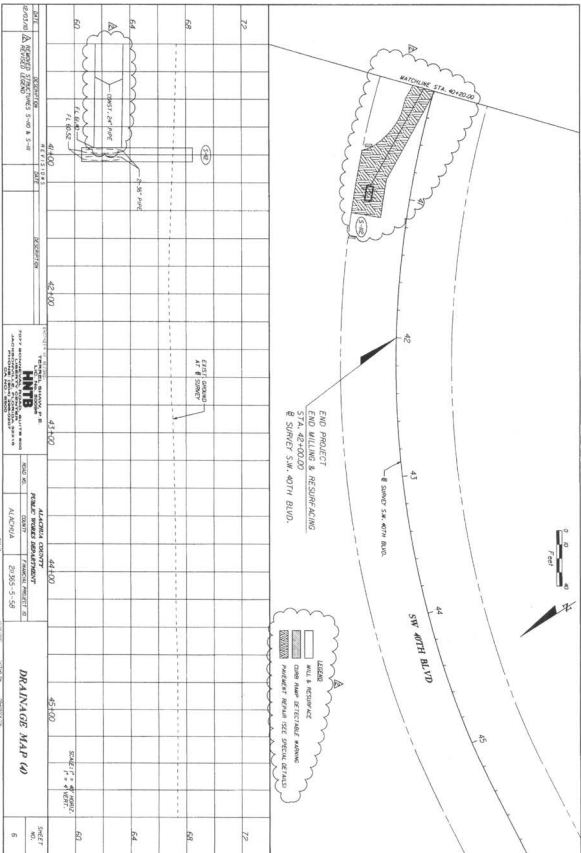
FISCAL YEAR	SHEET NO.
10	1

NOTES: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REVISIONS.

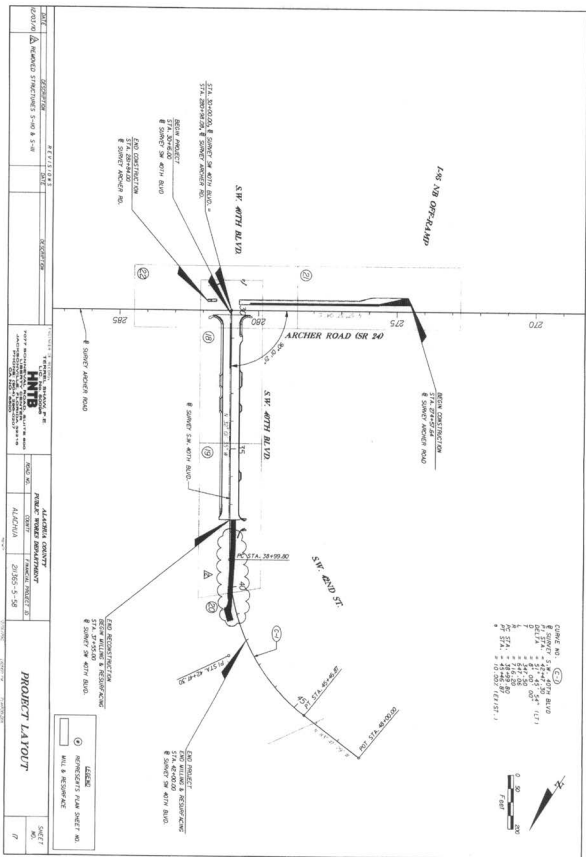
SUMMARY OF PAY ITEMS				SUMMARY OF PAY ITEMS			
PAY ITEM	DESCRIPTION	UNIT	QUANTITY	PAY ITEM	DESCRIPTION	UNIT	QUANTITY
00-1	INSTALLATION	LS	1				
00-2	MAINTENANCE OF TRAFFIC SIGNALS	LS	1				
00-3	PAINTING, COATING AND MAINTENANCE OF BRIDGES AND WATER TREATMENT	LS	1				
00-4	CONCRETE AND CURBING	LS	1				
00-5	CONCRETE	LS	1				
00-6	CONCRETE	LS	1				
00-7	TYPE 3 STABILIZATION GROUP B	LS	1				
00-8	CONCRETE	LS	1				
00-9	CONCRETE	LS	1				
00-10	CONCRETE	LS	1				
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00-99	CONCRETE	LS	1				
00-100	CONCRETE	LS	1				



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

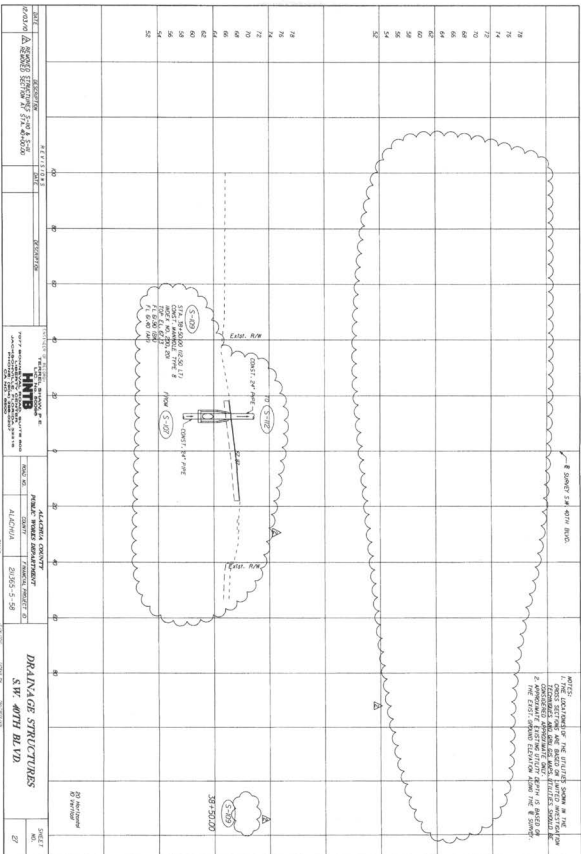


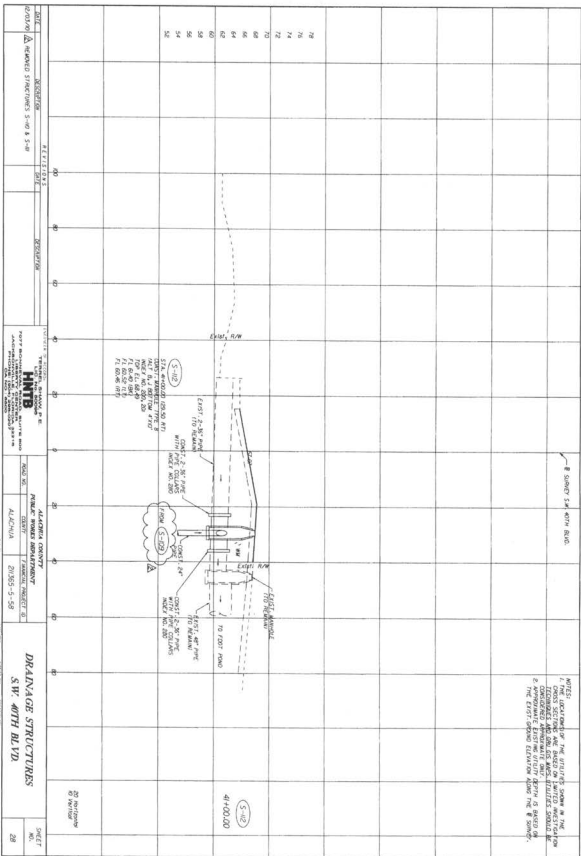
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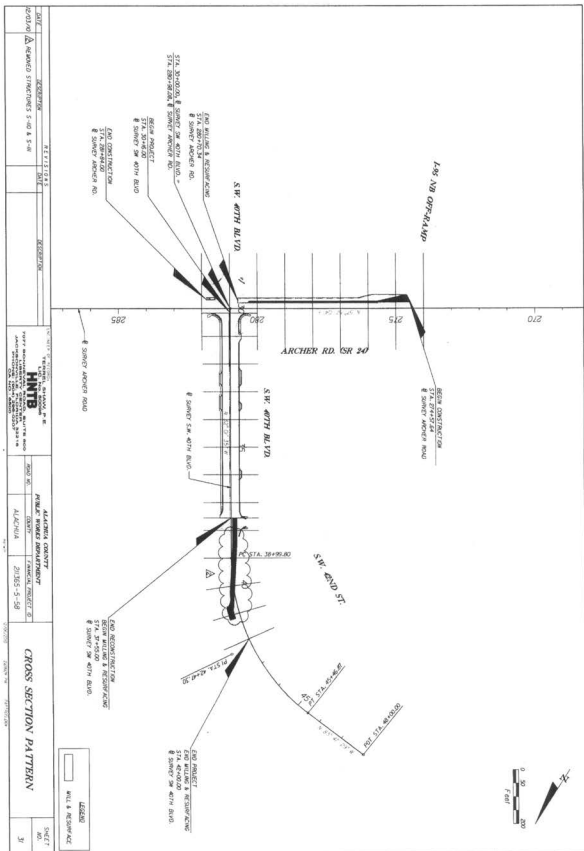


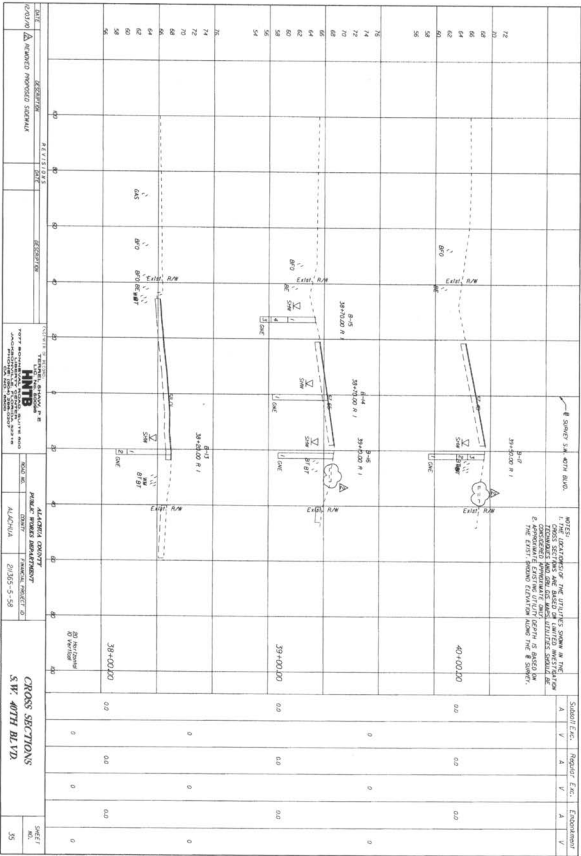












NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-23.001, F.A.C.

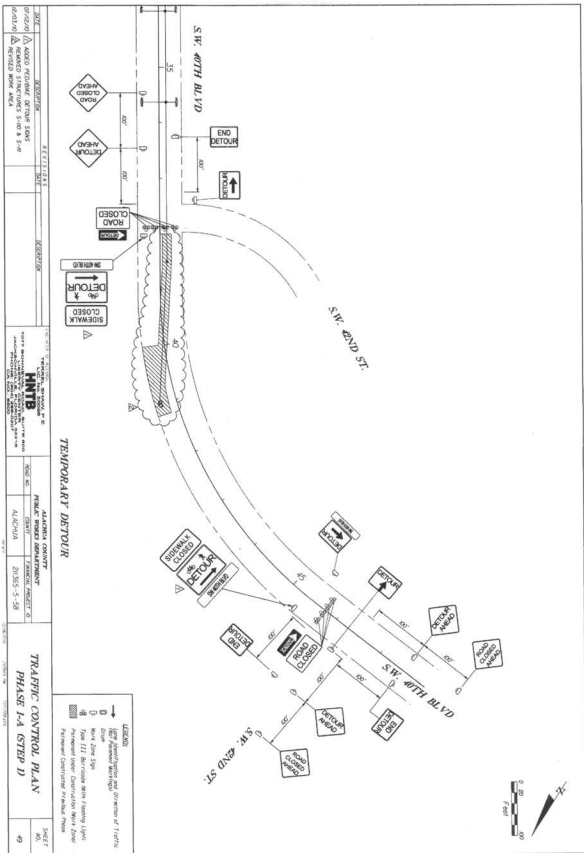
CONSTRUCTION PHASING NOTES

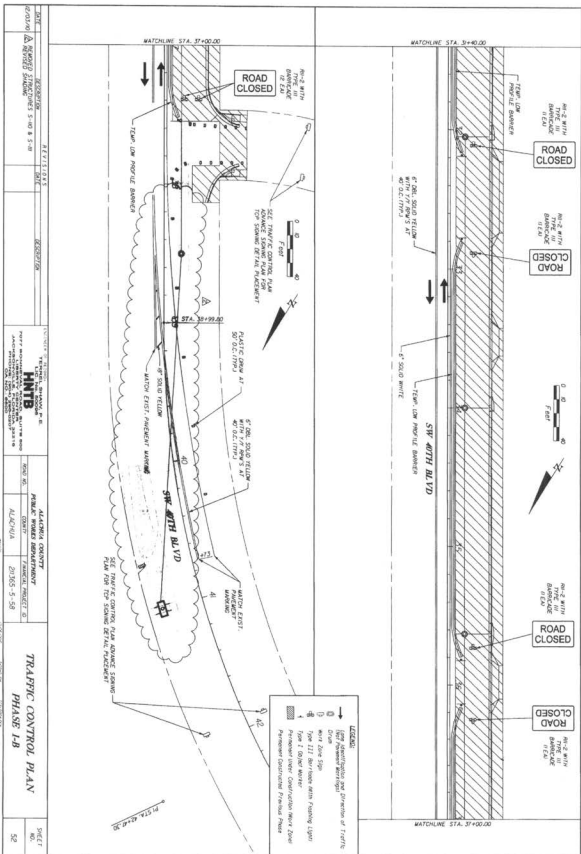
- [illegible]

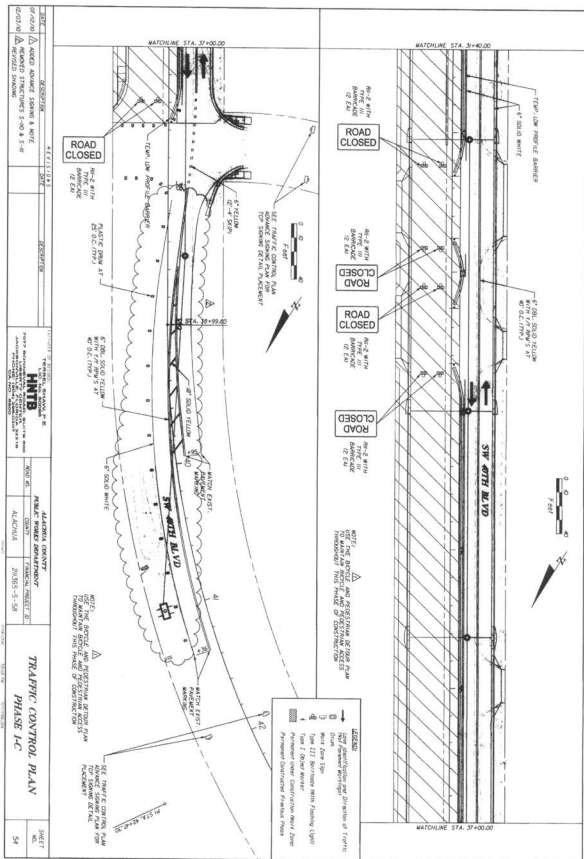
- TOP PLANS.

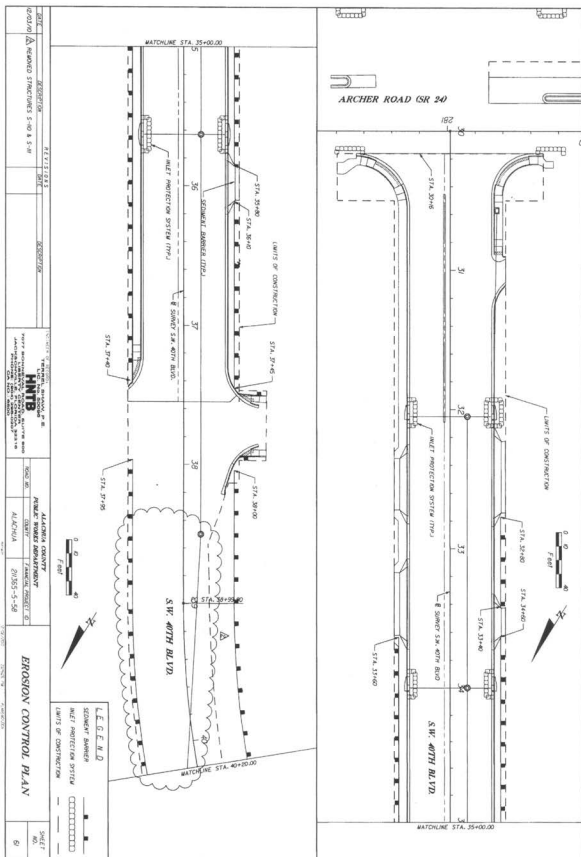
TRAFFIC CONTROL
GENERAL

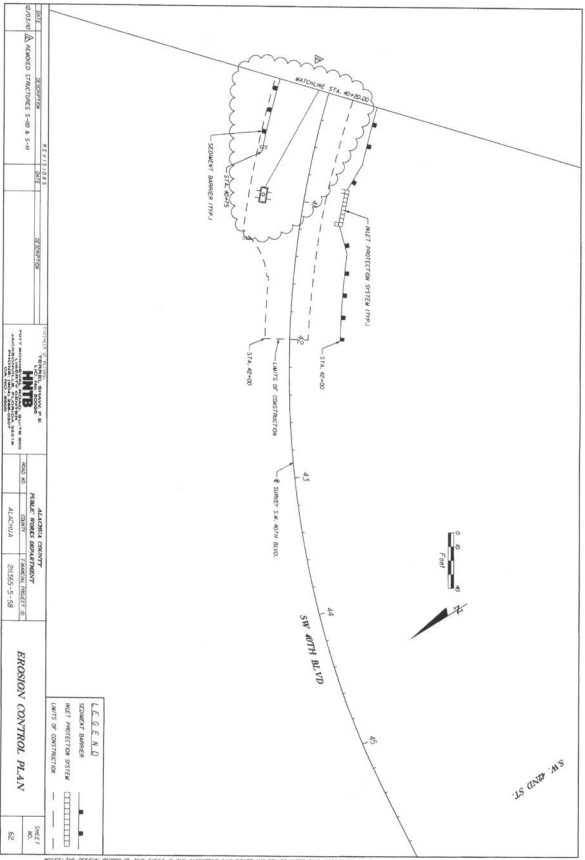


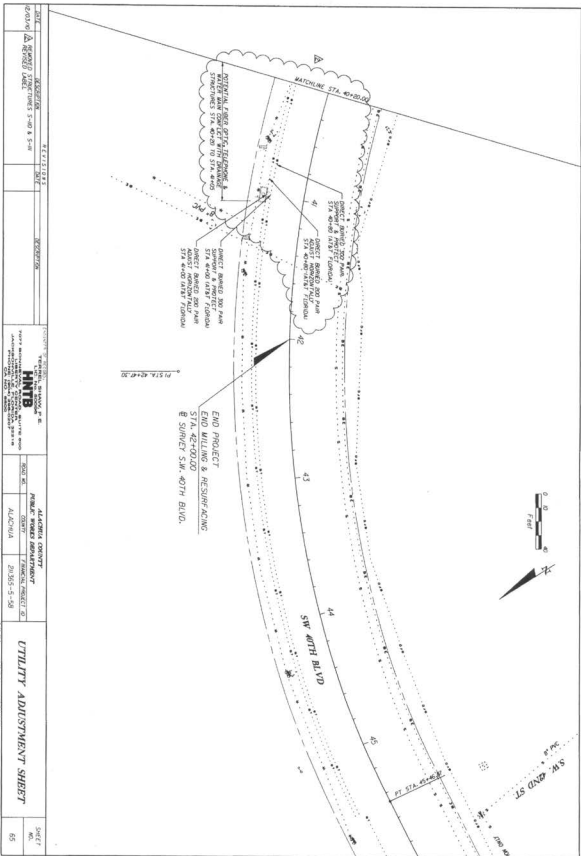








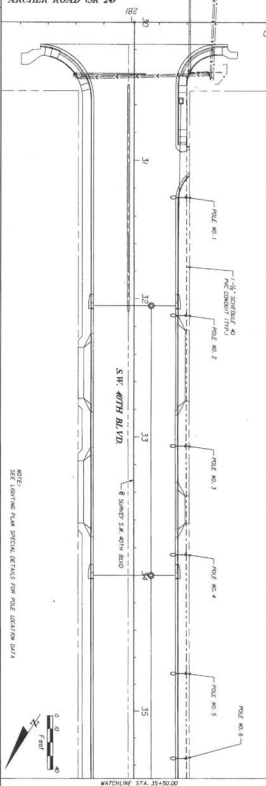
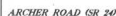




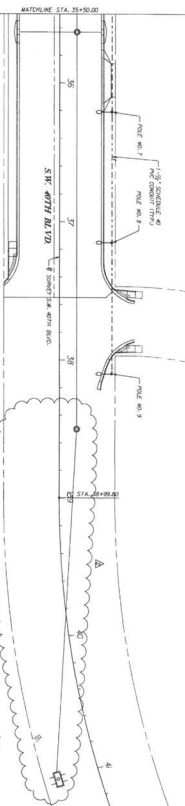
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-23.003, F.A.C.



[illegible]



NOTE:
SEE LIGHTING PLAN SPECIAL DETAILS FOR POLE LOCATION DATA



NOTE:
SEE LIGHTING PLAN SPECIAL DETAILS FOR POLE LOCATION DATA

[illegible]

TABULATION OF QUANTITIES

[illegible]

NOTES:

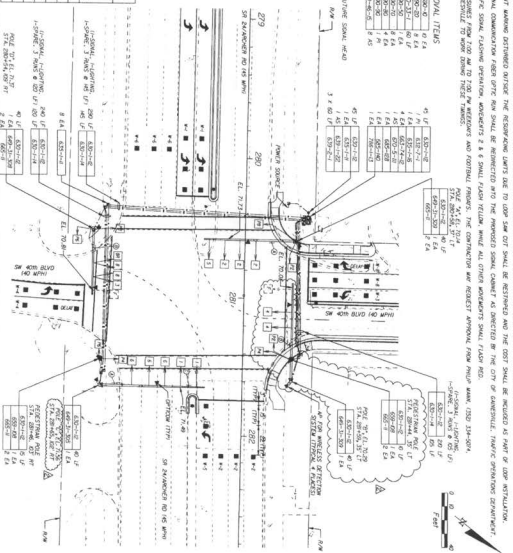


REMOVAL ITEMS

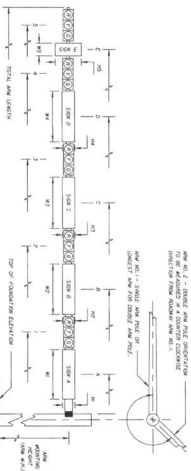
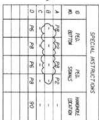
45	Lf	6.30-7.48
/	Hv	6.39-7.57
/	Ea	6.52-7.56
/	Ea	6.63-7.42
/	As	6.70-5.40
/	Ea	6.85-8.08
/	Ea	6.92-7.90
/	Ea	7.06-8.43

6.30-1-12	40
6.49-1-12	18
6.55-0	2

6.50-7-2	20 U
6.50-7-14	25 U

[illegible][illegible]

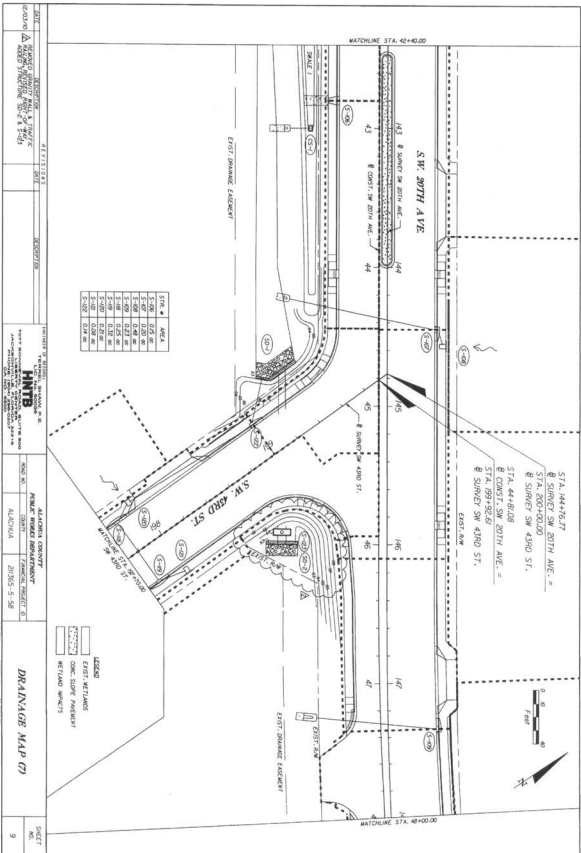
SECTION	DIMENSIONS
1	4' 0" x 12"
2	4' 0" x 12"
3	4' 0" x 12"
4	4' 0" x 12"
5	4' 0" x 12"
6	4' 0" x 12"
7	4' 0" x 12"
8	4' 0" x 12"
9	4' 0" x 12"
10	4' 0" x 12"

[illegible]

MAST ARM TABULATION

INFORMATION SHEETS: 1-4, 7-5 (REVISED 12-03-06)
 MATERIAL PRODUCT: 01, 00, 55, 5-59-9, 02, 01, 04
 FINISHING SHEETS: 01, 1, 8, 27, 28, 32, 35, 37, 40,
 90, 001, 01, 026, 029, 03, 01, 08 (REVISED 12-03-06)

[illegible]



NOTES: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

SUMMARY OF GRAVITY WALL & ALUMINUM HANDRAIL

LOCATION STA. TO STA.	SIDE	CLASS AS CONCRETE		ALUMINUM HANDRAIL		REMARKS	FIELD BOOK REFERENCE
		P	CY	P	LF		
SOUTHWEST 20TH AVENUE 48+45.00 TO 49+85.00	RT	40.7		40.7		PAY ITEM 999-2	
SOUTHWEST 43RD STREET 49+85.00 TO 49+85.00	RT	0.0		0.0		PAY ITEM 999-2	

SUMMARY OF UNDERDRAIN

LOCATION STA. TO STA.	SIDE	UNDERDRAIN TYPE (LF)				OUTLET PIPE LENGTH (LF)	CONCRETE (CY)	PERF. TURF (SQD/15Y)	FIELD BOOK REFERENCE
		I	II	III	IV	4"			
P 48+25.00 TO 49+00.00	LT		680						
P 49+00.00 TO 49+72.00	RT		652						
P 49+72.00 TO 50+25.00	LT		4275						
P 50+25.00 TO 44+40.00	RT		693						
P 44+40.00 TO 50+25.00	RT		420						

NOTE: SEE GENERAL NOTES (NOTE 08) SHEET AND SPECIAL DETAILS SHEET FOR UNDERDRAIN PLACEMENT INFORMATION

SUMMARY OF EARTHWORK

DESCRIPTION	CY	
	P	F
SOUTHWEST 20TH AVENUE		
REGULAR EXCAVATION	1.75	
SUBSOIL EXCAVATION	1.37	
EMBANKMENT	2.60	
A-3 SAND FILL (PAY ITEM 442-70 - SAND FILL, CY)	3.430	
SOUTHWEST 43RD STREET		
REGULAR EXCAVATION	4	
SUBSOIL EXCAVATION	1.40	
EMBANKMENT	1.40	
TOTAL		
REGULAR EXCAVATION	1.70	
SUBSOIL EXCAVATION	3.06	
EMBANKMENT	4.40	
A-3 SAND FILL (PAY ITEM 442-70 - SAND FILL, CY)	5.00	

NOTES:

- A-3 SAND FILL TO BE PAID UNDER PAY ITEM 442-70 - SAND FILL (CY)
- SUBSOIL EXCAVATION TO BE COMBINED WITH REGULAR EXCAVATION AND PAID UNDER PAY ITEM 442-70 EXCAVATION, CY

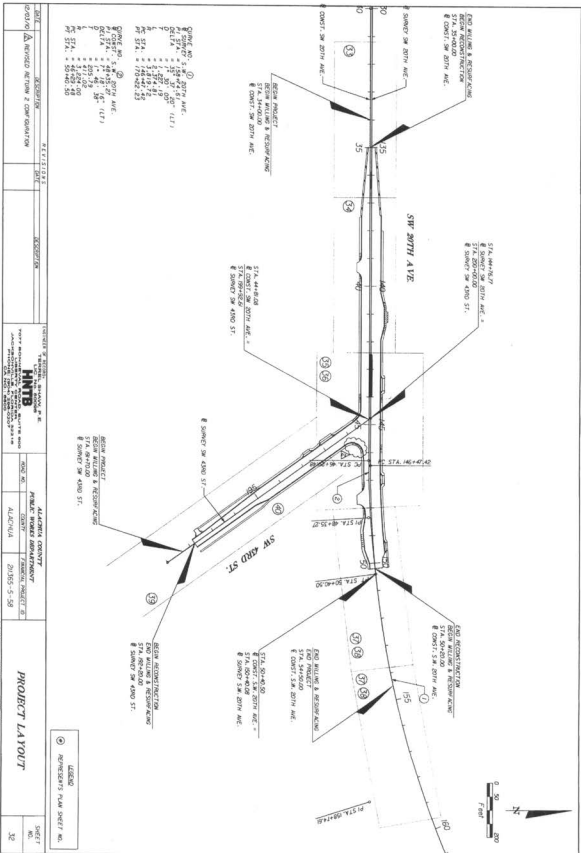
SUMMARY OF SIDEDRAIN & MITERED END SECTIONS

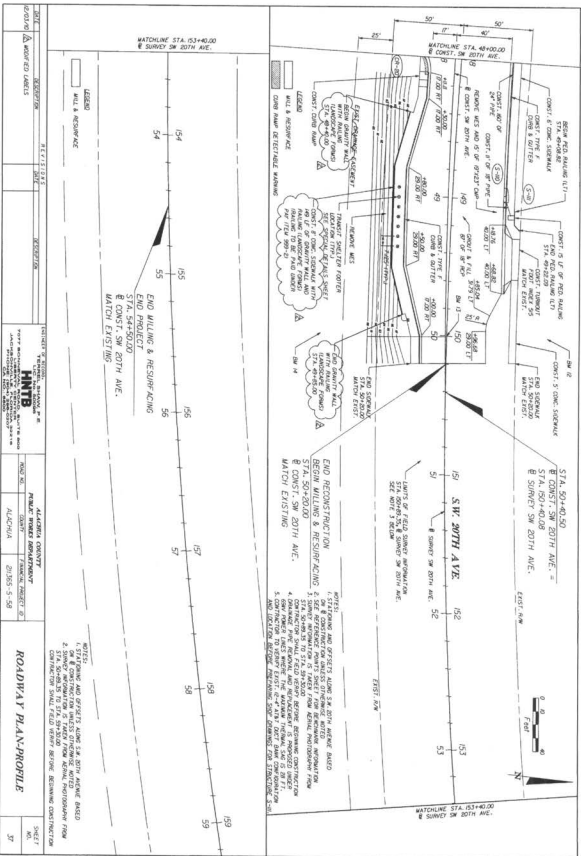
LOCATION STA. TO STA.	SIDE	BACK		AHEAD		PIPE LENGTH (LF)	MES (EA)
		OFFSET	F.L.	OFFSET	F.L.	18"	18"
P 48+25.00 TO 49+00.00	LT	27.39	65.60	30.00	63.40	78	1
P 49+00.00 TO 49+72.00	RT						
P 49+72.00 TO 50+25.00	LT						
P 50+25.00 TO 44+40.00	RT						
P 44+40.00 TO 50+25.00	RT						
UNIT QUANTITY						78	1
PLAN QUANTITY						78	1
FINAL QUANTITY							

DATE		REVISIONS		ENGINEER OF RECORD		ALACHUA COUNTY		PUBLIC WORKS DEPARTMENT		SUMMARY OF QUANTITIES	
07/02/10	REVISED QUANTITY	DATE	DESCRIPTION	ENGINEER OF RECORD	PROJECT NO.	COUNTY	FINANCIAL PROJECT ID				SHEET NO.
10/03/10	REVISED QUANTITY			HNTB	21365-5-58	ALACHUA					27

NOTES: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. PRINTED AND SEALED UNDER RULE 6005-22.000, F.S.

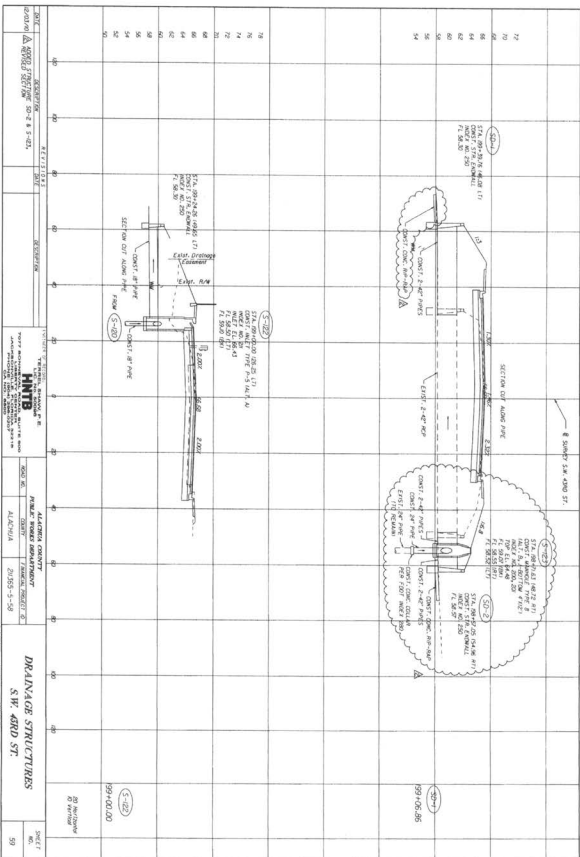
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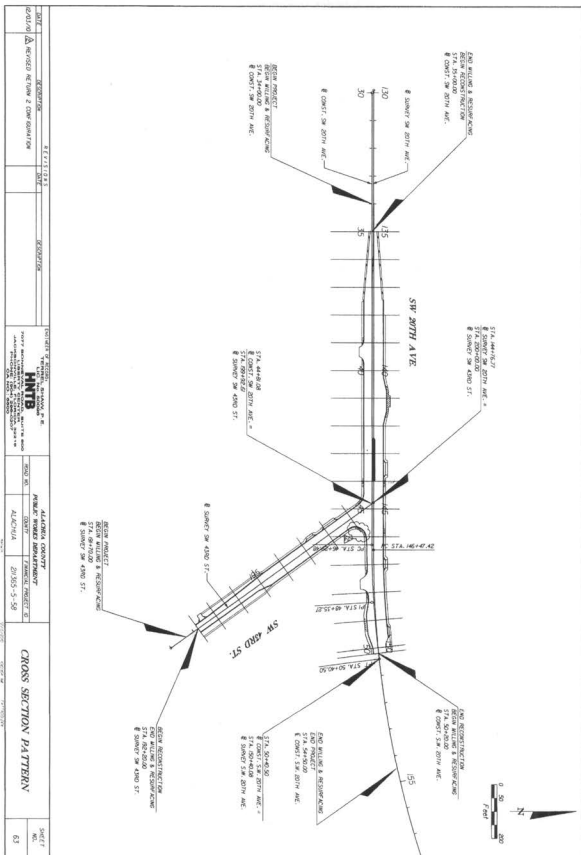


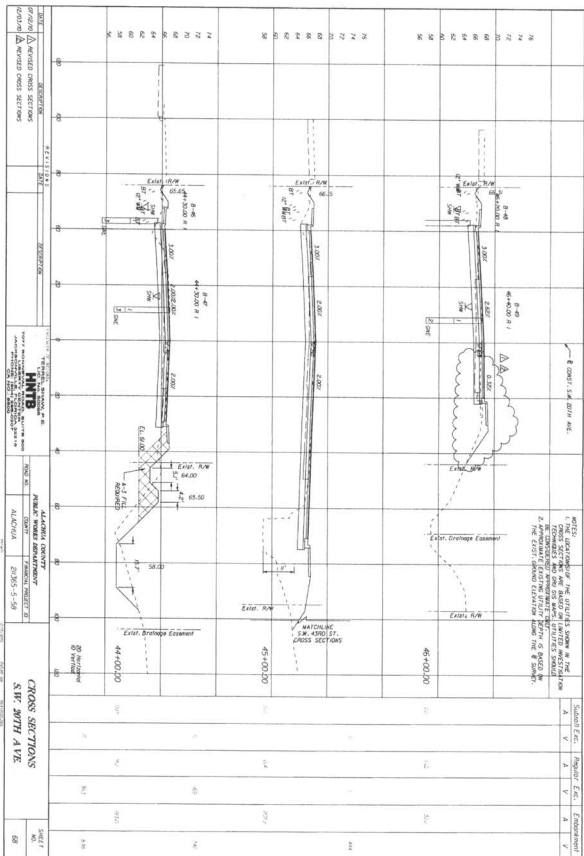


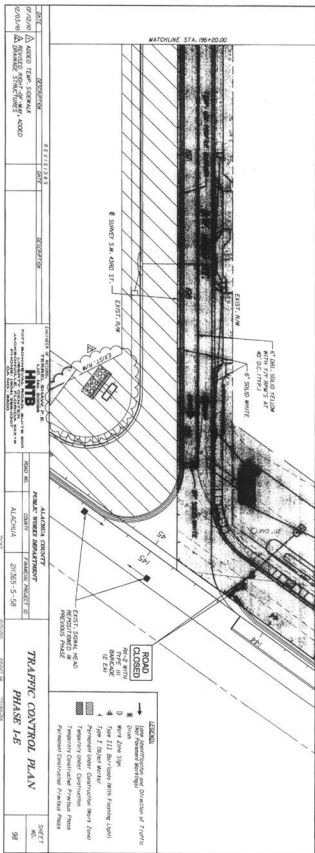
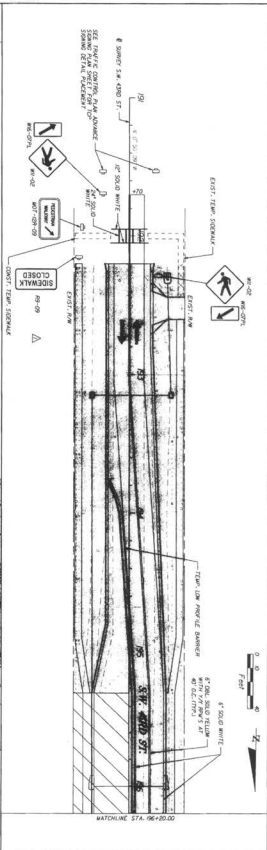
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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-23.003, F.A.D.

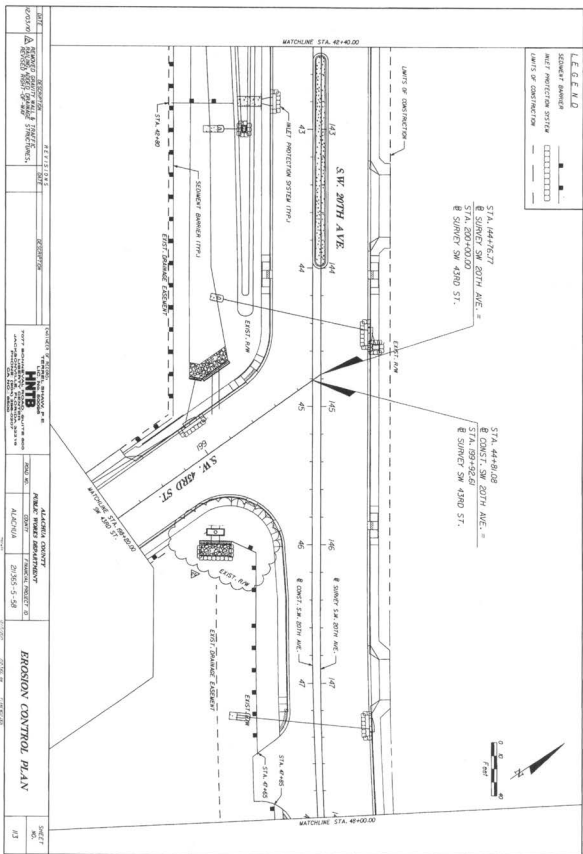


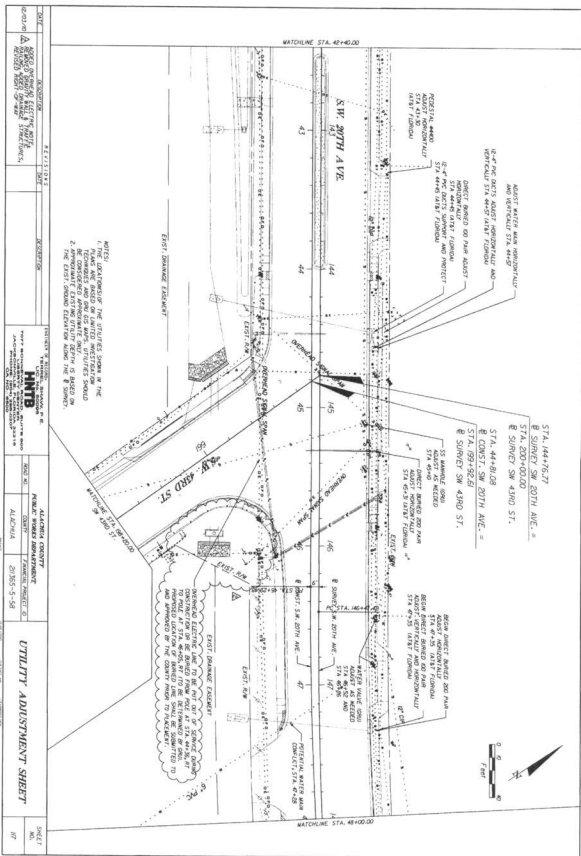






NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 605-03.001, F.A.C.





**ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT**

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
SW 20TH AVENUE AT SW 43RD STREET
INTERSECTION IMPROVEMENTS



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF PAY ITEMS
LD-3	LANDSCAPE DETAILS
LD-4 TO LD-8	LANDSCAPE PLAN

LANDSCAPE PLANS

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS DATED 2005 AND
STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION DATED 2004,
AS AMENDED BY CONTRACT DOCUMENTS.
APPLICABLE DESIGN STANDARD MODIFICATIONS: 01/04/2010
For Sample Standard Modification (See 20)
<http://www.dot.state.fl.us/standard/>

REVISIONS
02-15-10 **ELIMINATE PROPOSED TREES ALONG SW 19TH AVE
SHEETS LD-3, LD-4, LD-5, LD-6**

LANDSCAPE PLAN SHOP DRAWINGS
TO BE SUBMITTED TO:

WATTS CORPORATION
7017 BOWENWAY, RD.
SUITE 300, LIBERTY CENTER
JACKSONVILLE, FL 32218
PHONE: (904) 299-1207
FAX: (904) 299-0280

PLANS PREPARED BY:



ALL PLAN, SPEC, AND SHOP
DRAWINGS MUST BE
PROVED BY THE USER

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REDUCTION

**FINAL SUBMITTAL
MAY 24, 2010**

**REVISED SUBMITTAL
DECEMBER 15, 2010**

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: RICK MAGLEY, RLA
RLA NO. 1300

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN

FISCAL YEAR		SHEET NO.	
10		LD-1	

[illegible]

[illegible]

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT

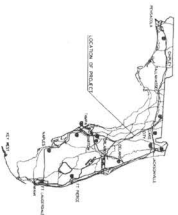
CONTRACT PLANS

INDEX OF IRRIGATION PLANS

SHEET NO. SHEET DESCRIPTION
B-1 IRRIGATION PLAN
B-2 IRRIGATION PLAN
B-3 IRRIGATION PLAN
B-4 IRRIGATION PLAN
B-5 IRRIGATION PLAN

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. S124-002R
ALACHUA COUNTY PROJECT NO. 6313
SW 20TH AVENUE AT SW 43RD STREET
INTERSECTION IMPROVEMENTS

IRRIGATION PLANS



LANDSCAPE PLAN SHOP SERVICES
12000 UNIVERSITY BLVD.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: (954) 279-1222
FAX: (954) 279-1222



DESIGNED BY: HATCH, MOTTMACDONALD, INC.
CHECKED BY: HATCH, MOTTMACDONALD, INC.
DATE: 12/15/2000
SCALE: AS SHOWN
PROJECT NO.: 211365-5-58-01, 02, 03, 04
SHEET NO.: 10

DESIGNED BY: HATCH, MOTTMACDONALD, INC.
CHECKED BY: HATCH, MOTTMACDONALD, INC.
DATE: 12/15/2000
SCALE: AS SHOWN
PROJECT NO.: 211365-5-58-01, 02, 03, 04
SHEET NO.: 10

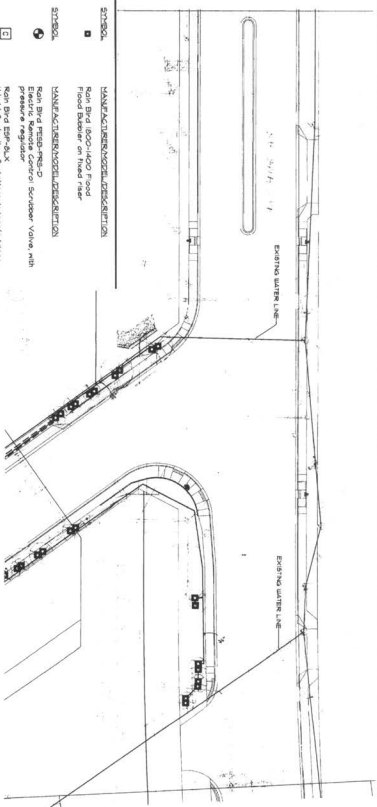
FINAL SUBMITTAL
DECEMBER 15, 2000

ALACHUA COUNTY PROJECT MANAGER: HA NGUYEN

DATE	DESCRIPTION
12/15/2000	DESIGN
12/15/2000	CHECK
12/15/2000	APPROVE

DATE	DESCRIPTION
12/15/2000	DESIGN
12/15/2000	CHECK
12/15/2000	APPROVE

[illegible][illegible]



COMPONENTS OF CONTRACT PLANS SET

ROADWAY PLANS
SIGNING & PAYMENT MARKING PLANS
SIGNALIZATION PLANS

ALACHUA COUNTY PUBLIC WORKS DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 211365-5-58-01, 02, 03, 04
FEDERAL AID PROJECT NO. 5124-002R
ALACHUA COUNTY PROJECT NO. 6313
SMART BUS BAY ON
SOUTHWEST 20TH AVENUE

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 4	DRAINAGE MAP
5 - 7	TYPICAL SECTION
8	SUMMARY OF QUANTITIES
9	SUMMARY OF DRAINAGE STRUCTURES
10	OPTIONAL MATERIALS TABULATION
11	GENERAL NOTES AND REFERENCE POINTS
12	ROADWAY PLAN
13	ROADWAY PROFILE
14 - 18	SPECIAL DETAILS
19 - 23	DRAINAGE STRUCTURES
24	DRAINAGE DETAILS
25	CROSS SECTION PATTERN
26	CROSS SECTIONS
27 - 29	STORMWATER POLLUTION PREVENTION PLAN
30	TRAFFIC CONTROL PLAN GENERAL NOTES
31	TRAFFIC CONTROL PLAN TYPICAL SECTIONS
32	TRAFFIC CONTROL PLAN ADVANCE SIGNING PLAN
33	TRAFFIC CONTROL PLAN PHASE I
34	TRAFFIC CONTROL PLAN PHASE II
35	EROSION CONTROL PLAN GENERAL NOTES
36	EROSION CONTROL PLAN
37 - 38	UTILITY ADJUSTMENT SHEET

DESIGNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS SHEETS 800,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION LATEST EDITION,
AS AMENDED BY CONTRACT DOCUMENTS.

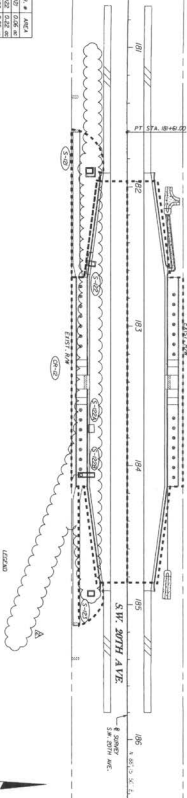
APPLICABLE DESIGN STANDARDS MODIFICATIONS: (IF APPLICABLE)
FOR DESIGN STANDARDS MODIFICATIONS, VISIT
<http://www.dot.state.fl.us/standards>

REVISIONS

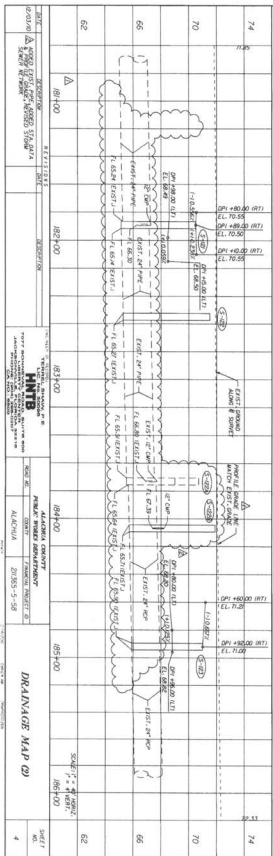
△ FINANCIAL PROJECT ID 2030-5-58-01-05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 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PINNACLE POINT LLC

1716	4	AREA
5-07	5.06	ac
5-02	2.02	ac
5-03	0.06	ac



SOUTHWEST VILLAS



NOTES: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-23.005, F.A.C.

[illegible]

Diagram illustrating a proposed road alignment or boundary line.

Key Features:

- Alignment Line:** A solid line representing the proposed path, starting from the left and extending towards the right.
- Stationing:** The alignment is marked with station numbers: STA. 0+00, STA. 1+79.45, and STA. 2+00.
- Curve Information:** A circular curve is indicated by a dashed line labeled "CIRCULE" with a radius of 100 feet.
- North Arrow:** An arrow pointing towards the upper right corner, labeled "N".
- Property Lines:** Dashed lines represent existing or adjacent property boundaries.
- Notes:**
 - "BEGIN LIMITS OF SURVEY WITHIN THE BOUNDARY OF THE PROPOSED ROAD."
 - "CONCEPTUAL AND NOT FINAL INFORMATION FOR CONSTRUCTION PURPOSES."
 - "ENGINEERING REQUIREMENTS MAY VARY BASED ON ENGINEERING REQUIREMENTS."

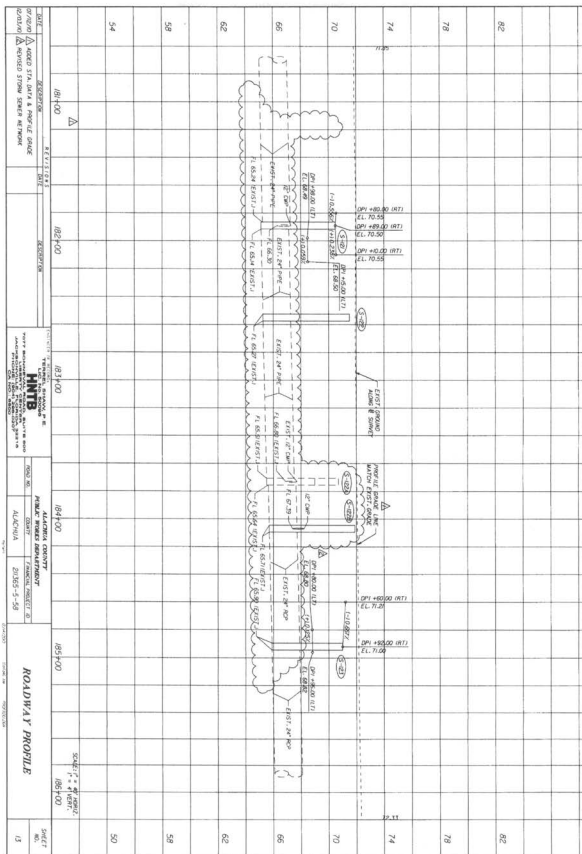
Coordinates and Distances:

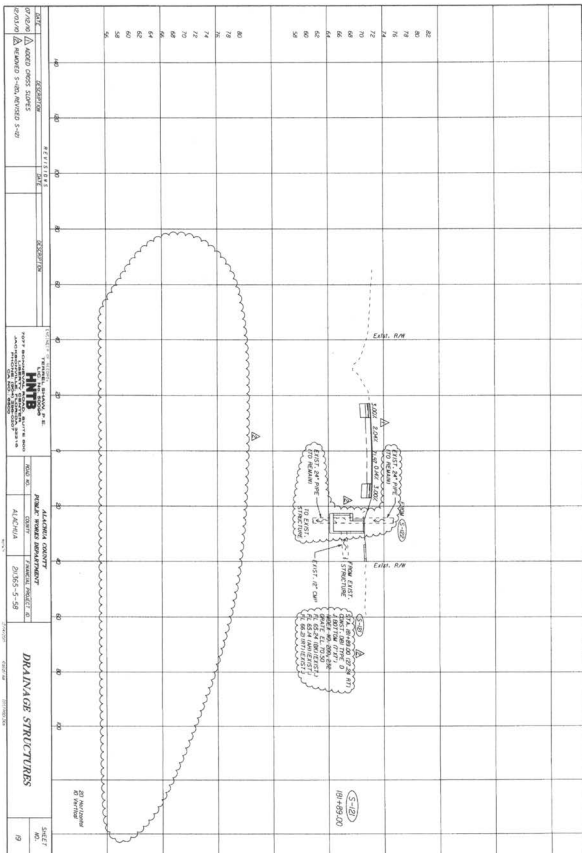
Point / Feature	Station	Easting (X)	Northing (Y)	Distance (ft.)
Start of Alignment	0+00	186,410.00	1,000.00	-
End of Curve	1+79.45	186,410.00	1,000.00	179.45
End of Alignment	2+00	186,410.00	1,000.00	-

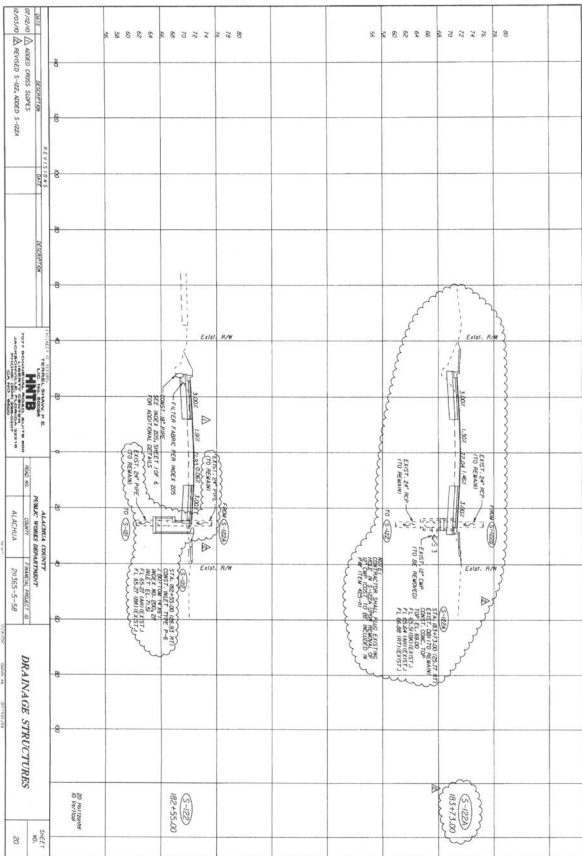
DATE	8/20/78	REVISOR	8/20/78	TERMINAL	8/20/78
TIME	1:55 PM	BY	8/20/78	DATE	8/20/78
LOCATION	7877 BOULEVARD N JACKSONVILLE FLORIDA 32216 SA NO.				

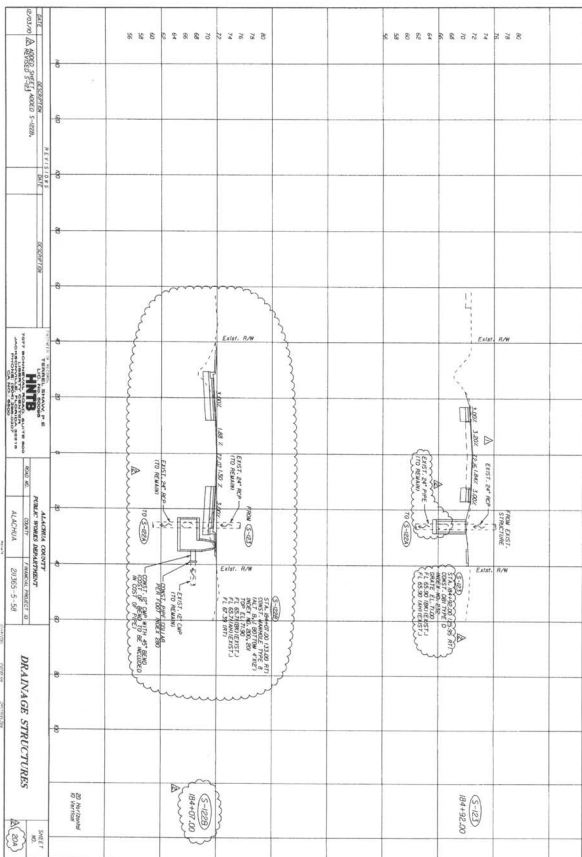
DATE	12/15/14	ALUMNI GOVT FALL HOME MEETING	30/47
TIME	5:00 PM	ALUMNI GOVT FALL HOME MEETING	30/47
LOCATION	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
TOPIC	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
CONTACT	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
STATUS	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
REMARKS	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
DATE	12/15/14	ALUMNI GOVT FALL HOME MEETING	30/47
TIME	5:00 PM	ALUMNI GOVT FALL HOME MEETING	30/47
LOCATION	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47
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REMARKS	1000 E. 17th Ave. 10th Fl. Denver, CO 80202	ALUMNI GOVT FALL HOME MEETING	30/47

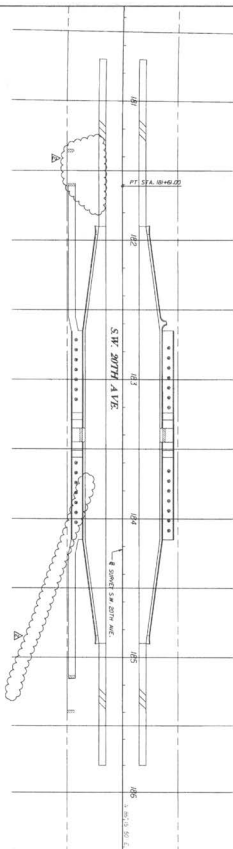
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6015-23.003, F.A.C.











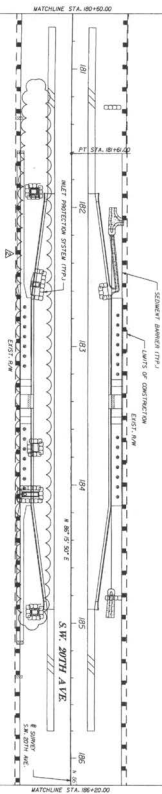
DATE	RECEIVED	SECTION	DATE	TIME
2/21/76	8:00 PM	POST PAID, NATIONAL PAPER		
TELETYPE UNIT HNIB HUNTER NEWS INFORMATION BUREAU 1000 W. 10TH AVE., SUITE 100 DENVER, COLORADO 80202 TEL. 333-3333, 333-3334, 333-3335 TELETYPE 333-3336				
ALACRIM QUANTITY PAPER: HUNTER INFORMATION BUREAU POSTAGE: 1000 W. 10TH AVE., SUITE 100 DENVER, COLORADO 80202 TEL. 333-3333, 333-3334, 333-3335 TELETYPE 333-3336				
CROSS SECTION PATTERN				
NO. 2	ALACRIM	SECTION: 2	2/20/76 5-58	22

CROSS SECTIONS									
SHEET NO. 24									
PROJECT NO. 201305-5-58									
PROJECT NAME: ALACHUA COUNTY									
CLIENT: ALACHUA COUNTY									
DESIGNER: HNTB									
DATE: 10/10/01									
SECTION: 24									
DRAWN BY: J. L. B. / J. L. B.									
CHECKED BY: J. L. B. / J. L. B.									
APPROVED BY: J. L. B. / J. L. B.									
SCALE: 1" = 40'									
TYPICAL CROSS SECTION									
1. ROADWAY: 12' CLAR									
2. SIDEWALK: 6' CLAR									
3. SHOULDER: 6' CLAR									
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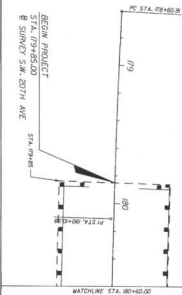
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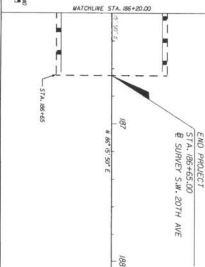
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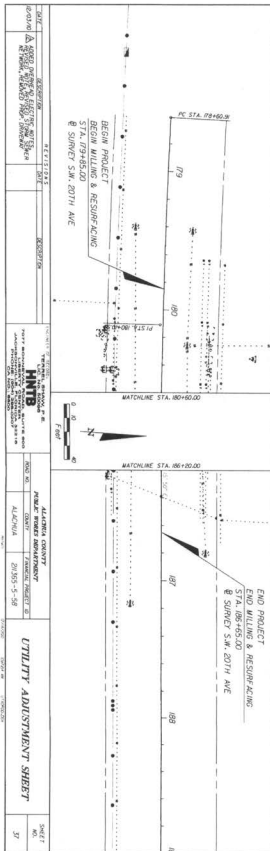
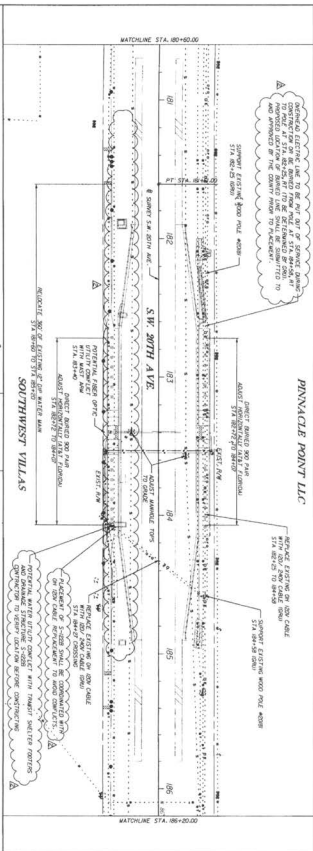
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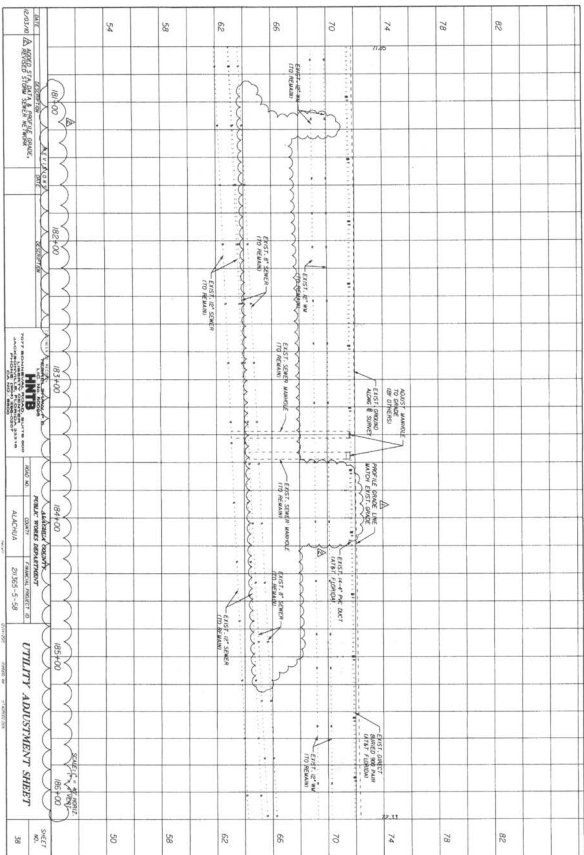


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DATE: 10/20/2023	REVISION: 1	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36
DESIGNER: ALABAMA COUNTY	ENGINEER: ALABAMA COUNTY	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36
DATE: 10/20/2023	REVISION: 1	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36
DESIGNER: ALABAMA COUNTY	ENGINEER: ALABAMA COUNTY	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36
DATE: 10/20/2023	REVISION: 1	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36
DESIGNER: ALABAMA COUNTY	ENGINEER: ALABAMA COUNTY	PROJECT: SOUTHWEST VILLAGES	CLIENT: PINNACLE POINT LLC	SHEET: 36

PINNACLE POINT LLC





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Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 24, 2011

MEMORANDUM

To: Ed Bailey
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on March 24, 2011**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
Agreement for System Medical Director Services
Term: October 1, 2010 – Until Terminated
Amount: \$49,950.00 Annually Account: 001-5450-526.31-60

Please forward this document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosures

cc: File

JDJ/jcp



**AGREEMENT BETWEEN
ALACHUA COUNTY, FLORIDA
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR
SYSTEM MEDICAL DIRECTOR SERVICES**

THIS AGREEMENT, made and entered by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and The University of Florida Board of Trustees, for the benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, hereinafter referred to as "University":

WITNESSETH:

WHEREAS, the parties executed an agreement dated July 1, 2005, for system medical director services and wish to replace that agreement, effective October 1, 2010; and

WHEREAS, COUNTY operates the county-wide emergency medical services system that provides advanced life support services; and

WHEREAS, COUNTY coordinates all ground pre-hospital emergency medical services in Alachua County, Florida; and

WHEREAS, the parties hereto desire to coordinate the emergency medical services provided by Alachua County Department of Public Safety and any certified agency approved as set forth herein, by contracting for System Medical Director services; and

WHEREAS, UNIVERSITY desires to arrange for an appropriately qualified and experienced physician who is a Florida licensed physician Board Certified in Emergency Medicine to provide services as the System Medical Director to COUNTY and to any certified agency approved by COUNTY and COUNTY's System Medical Director to provide emergency medical services; and

WHEREAS, COUNTY desires to utilize the talents and background of the physician provided by UNIVERSITY as the System Medical Director in supervising the pre-hospital emergency care provided to the citizens of Alachua County, Florida;

NOW, THEREFORE, the parties hereto agree as follows:

1. UNIVERSITY shall assign a physician having substantial expertise and experience in the field of emergency medicine and demonstrated experience in pre-hospital care, and who is Board Certified in Emergency Medicine with strong preference for Fellowship in Emergency Medical Services and holds an ACLS certificate of completion to assume the designated role of System Medical Director ("System Medical Director") hereunder. The assigned System Medical Director shall provide System Medical Director Services as required by Chapter 401, Florida Statutes (1992) and Chapter 64E-2, Florida Administrative Code, to Alachua County Department of Public Safety ("DPS") and any certified agency approved by COUNTY and the System Medical Director to provide emergency medical services.

2. The COUNTY and UNIVERSITY agree to consult for the purposes of identifying a qualified physician acceptable to COUNTY to serve as System Medical Director. UNIVERSITY warrants that no physician shall be assigned as the System Medical Director without COUNTY's express written consent. As mutually agreed upon by the parties, the UNIVERSITY may assign additional physician(s) to assist the System Medical Director in the provision of services specified herein. The parties agree that the System Medical Director, and any other assigned University physician, as employees/agents of UNIVERSITY, shall provide all services required pursuant to the terms of this Agreement under UNIVERSITY's exclusive supervision and control. The specific duties of the System Medical Director shall be as follows:

a. Shall be responsible for providing direct medical orders via telephone and/or radio communications to emergency medical technicians (EMTs), paramedics, AED operators and first responders involved with pre-hospital patient care, to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(2), Florida Statutes.

b. Serve as liaison for COUNTY to the Alachua County Medical Society for the purpose of advising and keeping them informed as to current medical care protocols

and patient transport protocols of the DPS.

c. Coordinate with approved educational programs to make provisions for EMTs and paramedics to receive the appropriate training and experience as required, including assistance in the emergency medical services educational program by providing qualified instructors and arranging for appropriate clinical training to maintain the medical competency of the paramedics and EMTs.

d. Consider and provide authorization and approval for a qualified physician to provide additional medical direction to the Gainesville Fire-Rescue Department as contracted by the City of Gainesville, Florida.

e. Approve authorization for use and responsibility for a set of medically correct procedures known as medical care protocols for the DPS and any other agency approved by COUNTY and COUNTY's System Medical Director to perform advanced life support, basic life support, AED and first responder services. These medical care protocols will allow emergency medical service providers to properly manage certain medical emergencies, including dispatch protocols, on-scene patient care, and treatment and transportation of the sick or injured when voice communications with a physician are not available. The System Medical Director shall provide approved medical care protocols and require that these protocols are utilized by all agencies that are authorized by COUNTY to provide emergency medical services in Alachua County and shall, on at least an annual basis, review the medical care protocols and provide recommendations to COUNTY for improving the medical care protocols.

f. Provide medical supervision for paramedics, EMTs, AED operators and first responders from any certified agency approved by COUNTY and COUNTY's System Medical Director to require these paramedics, EMTs, AED operators and first responders to become familiar with and maintain compliance with applicable statutes, rules, standing operating procedures, and medical care protocols, and the application of emergency medical procedures.

g. Determine the minimum requirements that all EMTs and paramedics must

meet prior to receiving clearance to perform as an "EMT" or "Paramedic."

h. Report to COUNTY and to the Florida Department of Health, Bureau of Emergency Medical Services any EMT or paramedic deemed, in the opinion of the System Medical Director, to be incompetent in the performance of his or her duties.

i. Respond to medically related inquiries arising from on-the-job activities of EMTs, AED operators, paramedics, and first responders.

j. Assist with development and ongoing review of a patient care quality assurance and quality improvement program by prompt review of run reports and direct observation of personnel. All agencies providing emergency medical services shall be responsible for providing the System Medical Director with a monthly quality assurance report.

k. The System Medical Director shall be present a minimum of forty eight (48) hours per month performing the responsibilities as outlined in this Agreement. Of the total hours per month, a minimum of twenty four (24) hours shall be on-site supervision of personnel.

l. Attend the State of Florida Emergency Medical Services Medical Directors' quarterly meetings. Membership dues and travel shall be provided by COUNTY, and travel shall be paid in accordance with Section 112.061, Florida Statutes. Travel arrangements shall be pre-approved by COUNTY.

m. Assist with developing and implementing a System Standard of Care which includes the following:

(1) "Input standards" which include, but are not limited to, personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements that the system must fulfill before receipt of a request for service;

(2) "Performance standards" which include, but are not limited to, priority dispatching protocols and pre-arrival instructions, medical protocols, response time standards, protocols governing authority for on-scene control of patient care, and other performance specifications describing how the system should behave upon receipt of a request for service; and

(3) "Outcome standards" which include, but are not limited to, target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria. Outcome standards are results the system intends to achieve by meeting its input and performance standards.

n. Provide proof of current registration, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substances to the emergency medical services provider.

o. Ensure and certify that security procedures for medications, fluids, and controlled substances are in compliance with Chapters 499 and 893, Florida Statutes.

p. Specify medication and equipment substitutions in writing.

q. Notify the Department of Health, Bureau of Emergency Medical Services in writing of equipment and medication substitutes and when the use of telemetry is not necessary.

r. Assume responsibility through protocols for the "Emergency Medical Dispatch" system, which includes, but is not limited to, priority dispatching procedures, pre-arrival instructions, response codes, and response guidelines.

s. Assume responsibility through protocol for the authorization of: 1) the use by an EMT of an automatic or semi-automatic defibrillator; 2) the performance of esophageal intubation by an EMT; and 3) on routine inter-facility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT. The System Medical

Director shall ensure that the EMT is trained to perform these procedures; establish written protocols for the performance of these procedures; and shall provide written evidence to the Department of Health, Bureau of Emergency Medical Services; and document compliance with these provisions.

t. Identify the training and experience necessary for paramedics to acquire desired skills and knowledge and the specific medical skills and knowledge which paramedics must possess to achieve the desired level and standard of care.

u. Coordinate with approved educational programs to make provisions for EMTs and paramedics to receive the appropriate training and experience as required, including assistance in the emergency medical services educational programs by providing qualified instructors and arranging for appropriate clinical training to maintain the medical competency of the paramedics and EMTs. Develop a thirty (30) hour EMT refresher course that meets or exceeds the current Department of Transportation (DOT) EMT and/or paramedic Refresher Training Program which shall include an additional two (2) hours of AIDS/HIV training (thirty-two (32) hours total).

v. Ensure that all personnel performing as EMTs or paramedics for the emergency medical services provider are trained in the use of the trauma scorecard methodology as provided in Chapter 64E-2.017, Florida Administrative Code.

w. Develop trauma transport protocols for submission to the Department of Health, Bureau of Emergency Medical Services for approval.

x. Submit to the Department of Health, Bureau of Emergency Medical Services within thirty (30) calendar days of any deviation from the department or agency approved trauma transport protocols, a copy of the run report and a written explanation regarding the deviation.

3. This Agreement shall commence on October 1, 2010 (the "Effective Date"), and all previous agreements, including the agreements between the parties for System Medical Director Services, effective as of July 1, 2005 (UNIVERSITY Contract #13467), shall be

terminated at that time. This Agreement shall remain in full force and effect unless terminated by the parties as provided in Section 3. COUNTY and UNIVERSITY agree that the terms of this Agreement may be revised at any time by formal written amendment to this Agreement executed by all parties hereto. This Agreement may be terminated as follows:

- a. This Agreement is expressly conditioned on the availability of funds lawfully appropriated and available for the purpose set out herein as determined at the sole discretion of COUNTY. In the event funds to finance this Agreement become unavailable, COUNTY may terminate this Agreement upon no less than twenty-four (24) hours notice, written and delivered to UNIVERSITY. Said notice of termination shall be delivered certified mail, return receipt requested, or in person with proof of delivery. COUNTY shall be the sole and final authority as to the availability of funds.
- b. In the event COUNTY is no longer licensed by the State of Florida as a provider of advanced life support services, this Agreement shall terminate immediately and be of no further force and effect.
- c. With or without cause by either party upon thirty (30) calendar days prior written notice to the other party.
- d. Either COUNTY or UNIVERSITY shall have the right to immediately terminate this Agreement for failure of the other party to comply with the public records law of the State of Florida as set forth in Chapter 119, Florida Statutes.
- e. The failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement for default, a non-defaulting party shall notify the defaulting party in writing. This notification shall make specific reference to the provision which gave rise to the default and shall provide the defaulting party with a reasonable period of time in which to cure the default. In the event said default is not cured within the reasonable time period provided, this Agreement may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance.

f. In the event of termination of this Agreement, COUNTY will compensate UNIVERSITY for all services satisfactorily rendered prior to the termination date.

4. The parties agree that the standing operating procedures and medical care protocols in existence on the Effective Date of this Agreement shall continue in full force and effect unless modified, amended, or supplemented in writing and approved in writing by the System Medical Director and Director of DPS.

5. Commencing on the Effective Date of this Agreement, COUNTY shall pay UNIVERSITY an annual amount of Forty Nine Thousand Nine Hundred and Fifty Dollars (\$49,950.00) for the UNIVERSITY services provided by the System Medical Director pursuant to this Agreement. UNIVERSITY shall invoice COUNTY in the amount of Twelve Thousand Four Hundred Eighty Seven Dollars and Fifty Cents (\$12,487.50) on or about the last working day of each quarterly period for services provided during the just-concluded quarter, and payments shall be made by COUNTY within thirty (30) calendar days of the date of the invoice submitted to COUNTY by UNIVERSITY. All invoices shall be forwarded to Alachua County Department of Public Safety, P.O. Box 548, Gainesville, Florida 32602, Attention; Ms. T. J. Joyner, Senior Administrative Assistant. COUNTY's payments to UNIVERSITY hereunder shall be made payable to UNIVERSITY's billing entity, Florida Clinical Practice Association, Inc., and forwarded to Department of Emergency Medicine, PO Box 100186, Gainesville, Florida 32610-0186. UNIVERSITY shall assure that funds received pursuant to this Agreement will be deposited in such a way as to reimburse the sources which made the original expenditures for the provision of services.

6. The names and addresses of the representatives of UNIVERSITY for this Agreement that must receive all notices required or permitted in connection with this Agreement are: W. Wayne Tharp, Sr. Associate Dean of Financial Services, College of Medicine, University of Florida, P.O. Box 103450, Gainesville, Florida 32610; Director, SVPHA Office of Contracts & Related Services, University of Florida, PO Box 112737, Gainesville, Florida 32610; and, Joseph A. Tyndall, M.D., Chairman, Department of Emergency Medicine, College of Medicine, University of Florida, c/o Mr. Kenneth A. Marx, Associate Director, Department of Emergency Medicine, College of Medicine, University of Florida, P.O. Box 100186, JHMHC, Gainesville, Florida, 32610-0186. The name and address of the representative of COUNTY is Edwin C.

Bailey, Director, DPS, P. O. Box 548, Gainesville, Florida, 32602. In the event that representatives change due to a change in personnel after execution of this Agreement, notice of the name and address of the new representative shall be furnished in writing to the other parties and a copy of said notification attached to the originals of this Agreement.

7. All parties expressly intend that with regard to the provisions of this Agreement said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. All personnel of UNIVERSITY rendering services pursuant to this Agreement shall be employees/agents of The University of Florida Board of Trustees. UNIVERSITY as a state agency as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its acts of negligence or omissions or intentional tortious acts which result in claims or suits against COUNTY, and agrees to be liable for any damages resulting from said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any state agency to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing contained herein shall constitute a waiver by UNIVERSITY or COUNTY of its sovereign immunity, the limits of liability, or other provisions of §768.28, Florida Statutes.

8. The parties shall instruct their employees to hold as confidential any patient information acquired as a result of this Agreement. Before any release or disclosure of medical records occurs, consent and authorization to release shall be obtained from the legal representative of the patient, in accordance with applicable state and federal laws pertaining to the confidentiality of medical records. Any and all use or disclosure of patient information must be made in accordance with Sections 817.5681, 394.4615, 395.3025 and 456.057, Florida Statutes, as applicable, and in accordance with any other applicable state and federal law, including the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any and all implementing regulations. The parties acknowledge that, as a result of providing professional services pursuant to this Agreement, each party will have access to, and/or obtain, confidential and protected health information (PHI) in written and/or electronic format, including but not

limited to medical records of patients. During the term of this Agreement, except as otherwise required by state and/or federal law, each party agrees (1) to maintain all PHI in a secure and confidential fashion, (2) to ensure that its directors, officers, employees and agents will maintain all PHI in a secure and confidential fashion, and (3) not to disclose such information to any third party, except as set forth herein.

9. This Agreement shall be governed by, enforced, and interpreted in accordance with the laws of the State of Florida.

10. Failure of either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

11. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

12. This Agreement is personal to each of the parties, and neither party may assign or delegate any rights or obligations under this Agreement to another entity, without first obtaining the written consent of the other party. Any purported assignment or delegation shall be a default and shall be void.

13. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof; as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

14. Neither party to this Agreement shall use the name, logo, or likeness of the other party to this Agreement, or any of the other party's staff, in any signage, advertising, or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required; however, such

consent shall not be unreasonably withheld. The point of contact for University in this regard is the Director, or designee, Health Science Center, Office of News and Communications, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220.

15. The terms and conditions set forth in this Agreement constitute all of the terms and conditions to which the parties have agreed, and no other terms or conditions in the future shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this Agreement as an amendment.

16. The parties acknowledge that UNIVERSITY's performance and obligations under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

17. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which will be one and the same document. The Agreement shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Agreement. Signed counterparts may be exchanged by facsimile or by electronic delivery.

SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE WILL FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

**BOARD OF COUNTY COMMISSIONERS,
ALACHUA COUNTY, FLORIDA**

By: [Signature] 3/24/11
Randall H. Reid Date
County Manager
Alachua County, Florida

[Signature]
Witness to Mr. Reid

APPROVED AS TO FORM:

William E. Harlan 3/24/2011
Alachua County Attorney's Office

**UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES, FOR THE BENEFIT OF THE
DEPARTMENT OF EMERGENCY MEDICINE,
COLLEGE OF MEDICINE, UNIVERSITY OF
FLORIDA**

By: [Signature] 2/21/11
Michael Good, M.D. Date
Dean, College of Medicine
University of Florida

ACKNOWLEDGED:

By: [Signature] 2/15/11
J. Adrian Tyndall, M.D. Date
Chair, Department of Emergency Medicine
College of Medicine
University of Florida

By: [Signature] 3/17/11
Marvin A. Dewar, M.D., J.D. Date
Chief Medical Officer
Senior Associate Dean and CEO
Faculty Group Practice
College of Medicine
University of Florida

By: [Signature]
David S. Guzik, M.D., Ph.D. Date
Senior Vice President, Health
Affairs, University of Florida
President, UF & Shands Health System

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Agreement Between Alachua County, Florida and The University of Florida Board of Trustees For System Medical Director Services

DEPARTMENT: Public Safety	RETURN TO TJ Joyner	CONTACT: TJ Joyner
		PHONE #: 384-3126
DOCUMENT(S) REQUIRING ACTION:	Agreement Between Alachua County, Florida and The University of Florida Board of Trustees for System Medical Director Services (2)	
		AMOUNT: \$ 49,950.00

EXECUTIVE SUMMARY:

Chapter 401, Florida Statutes and Florida Administrative Code 64E-2 requires that all emergency medical service providers contract for Medical Director services in order to respond, treat, and transport patients. An agreement with the University of Florida, College of Medicine, Department of Emergency Medicine was in effect from 1994, and expired on June 30, 2005. The current agreement (UNIVERSITY Contract #13467) replaced the original agreement with a term of July 1, 2005 through June 30, 2006, with two automatic annual renewals.

The new replacement agreement will be effective on October 1, 2010. All previous agreements between the parties for System Medical Director Services shall be terminated. The replacement agreement shall remain in full force and effect unless terminated by the parties as provided in Section 3. County and University agree that the terms of this agreement may be revised at any time by formal written amendment to this agreement executed by all parties.

BACKGROUND:

Chapter 401, Florida Statutes and Florida Administrative Code 64E-2 requires that all emergency medical service providers contract with a Florida licensed physician for medical director services in order to respond, treat, and transport patients.

Alachua County Department of Public Safety has contracted with the University of Florida, College of Medicine, Department of Emergency Medicine for Medical Director Services since 1994. All current agreement shall be terminated at the time the new agreement is signed, and the new agreement will be effective October 1, 2010. The agreement is specific as to the qualifications of the System Medical Director and his/her duties and responsibilities. Annual amount of agreement is \$49,950.00, to be paid in 4 quarterly payments of \$12,487.50 each.

ISSUES:

In order to comply with Florida Law, Alachua County Department of Public Safety must have an agreement with a Florida licensed physician for medical director services.

The current agreement is in the amount of \$75,000.00. The new agreement is in the amount of \$49,950.00. This is a decrease of \$25,050.00 over the current agreement. The reduction for Medical Director Services was included in the FY10/11 budget.

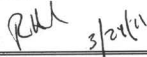
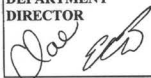
ACTION

Recommendation: Approve the agreement between Alachua County, Florida and the University of Florida Board of Trustees for Medical Director Services

BUDGETARY IMPACT

Recommendation: \$49,950.00
Funding Sources: Emergency Medical Services General Fund
Associated Costs \$0.00
Account Code: 001-5450-526.31-60

ATTACHMENTS: Agreement Between Alachua County, Florida and The University of Florida Board of Trustees For System Medical Director Services (2)

**SUGGESTED
REFERENCE
MATERIAL:****DEPARTMENT
DIRECTOR****CONTRACTS****OMB****LEGAL****COUNTY MANAGER
DATE**



Health Science Center
Office of the Senior Vice President, Health Affairs
Contracts & Related Services

101 S. Newell Dr., Bldg. 62/Annex #1
Gainesville, FL 32611
PO Box 11273
Gainesville, FL 32611-2737
352-273-7007
352-273-7231 Fax

SIGNATURES

ROUTING SLIP FOR CONTRACTS

February 22, 2011

CONTRACT SHORT TITLE:

COM/ Emergency Medicine/ Alachua County, Florida/ System
Medical Director Services/ [21009]

SENT TO:

College of Dentistry
College of Public Health & Health Professions
College of Medicine Ken Marx
College of Nursing
College of Pharmacy
College of Veterinary Medicine
Jacksonville Urban Campus
Self-Insurance Program
Shands Legal Services
Vice President for Health Affairs
University General Counsel
Faculty Group Practice
Managed Care
Division of Sponsored Research
Other

**ACTION
REQUESTED:**

Please forward to the outside party for signatures. Once executed, the outside party should retain one original counterpart and return the other counterpart to you. Please make a copy for your files and return the original counterpart to this office.
Thank you, Danica Myrie for Cary Torres

COMMENTS:

Please either return to the Office of Contracts and Related Services at 101 S. Newell Dr., Bldg. 62/Annex #1 (via hand delivery) or call 273-7007 for courier pick-up.

ONCE EXECUTED, AN ORIGINAL OF THIS AGREEMENT MUST BE PROVIDED TO THE OFFICE OF CONTRACTS AND RELATED SERVICES, AS THE OFFICIAL REPOSITORY OF HEALTH SCIENCE CENTER AGREEMENTS, WITHIN TEN (10) DAYS OF FINAL EXECUTION, SEE ABOVE FOR ADDRESS INFORMATION.

See our Website at: <http://contracts.health.ufl.edu/>

The Foundation for The Gator Nation

An Equal Opportunity Institution



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 24, 2011

MEMORANDUM

To: Abu Karim, Housing/SHIP
Growth Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 21, 2011 & Received by Contracts on March 23, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

CERTIFIED ROOFING & CONSTRUCTION (JOHNSON AND JOHNSON ROOFING)

First Amendment to the CDBG Neighborhood Stabilization Program

Property location: 3713 SE 14th Terrace, Gainesville, FL.

Term: Notice to Proceed Date – New Completion Date 3/28/2011

**Amount: \$ N/A Account: 203-6550-554.34-71 &
203-6551-554.34-71**

Please forward this document to the vendor and keep a copy for your file. Thank you for your assistance.

Please send me a Notice of Final Completion.

Enclosures

cc: OMB
Finance & Accounting
Purchasing – PO #101368

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY**ITEM DESCRIPTION:** Neighborhood Stabilization Program (NSP) Notice to Proceed Amendments

DEPARTMENT: Growth Mgt.	RETURN TO Tom Webster, Housing Programs Manager	CONTACT: Tom Webster PHONE 352 337-6285
DOCUMENT(S) REQUIRING ACTION: Notice to Proceed Amendments for 1 NSP Home: 3713 SE 14 th Terrace, Gainesville, FL		AMOUNT: No Change

EXECUTIVE SUMMARY: Attached is one Notice to Proceed (NTP) Amendments to be signed by the County Manager. The NTP Amendment is an amendment to a construction agreement between Alachua County and Johnson and Johnson Roofing, Inc. who was selected to make home repairs to foreclosed homes purchased by Alachua County, through the Neighborhood Stabilization Program. The contractor is requesting to extend the contract complete date for the home located at 3713 SE 14th Terrace to March 28, 2011.

BACKGROUND:

The contractor was delayed in starting this home repair job. There were two county related issues which were delaying payment of contractors for work performed. Due to beginning a new fiscal year, the budget for these purchase orders were not rolled over until the November 9th, 2010 Board meeting. In addition, there were delays in obtaining reimbursement from the Florida Department of Community Affairs. As a result, there was a period of time in which neither budget nor cash was available to pay the contractors. Although staff was able to issue some payments once reimbursements were received by DCA, using the budget authority of Super Funds, contractors were understandably cautious about starting more jobs than the County could realistically make payments to the contractors. As a result, the contractor needs additional time to complete the job.

ISSUES: Timely approval of this amendment is necessary to complete repairs, process payments, and make the home available for resale.

ACTION

Recommendation County Manager approves and signs NTP Amendment for construction agreement with Johnson and Johnson Roofing, Inc.

BUDGETARY IMPACT

Recommendation: This recommendation has no adverse impact on County.
Funding Sources: Neighborhood Stabilization Program
Associated Costs \$0
Account Code: 203-6550-554.49.99

ATTACHMENTS: Notice to Proceed Amendments for 3713 SE 14th Terrace, Gainesville

SUGGESTED REFERENCE MATERIAL:

County Manager Item Summary - Revised 9-1-2004

DEPARTMENT DIRECTOR 	CONTRACTS  DCA DCA	OMB 	LEGAL 	COUNTY MANAGER 	DATE 1/11
---	---	---	---	--	---------------------

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # One (1)

NTP/Project 10DB-4X-03-11-01-F01

Contractor Johnson & Johnson Roofing, Inc

Encumbrance # 101368

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # 3713 SE 14th Terrace, GNV 32641

Work Order Description: extension of time *Told by County that due to budget there were no funds available for reimbursement, opted to not complete.*

Deliverable(s): extend time pending availability of funds

Original Work Order Price: \$32,834.00

Total of Prior Approved Changes \$0.00

Amount of this Change in Work Order Add (Deduct) \$0.00

New Work Order Price with Amendment: \$32,834.00

Original Completion Date 12/29/2010

New Completion Date 03/28/2011

Approval as to form
Alachua County

[Signature]
RANDALL H. REED, COUNTY MANAGER

Signature

3/21/11
Date

Contractor

[Signature]

Signature

2/14/11
Date

Program Consultant

[Signature]

Signature

2/21/11
Date

Attorney

Signature

Date

EXHIBIT B - I
NEIGHBORHOOD STABILIZATION PROGRAM

APPROVED AS TO FORM

[Signature]

REC'D GROWTH INC
ALACHUA COUNTY
2011 FEB -7 AM 10:41



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 24, 2011

MEMORANDUM

To: Sally Palmi
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 18, 2011 & Received in Contracts March 22, 2011**

Enclosed please find one original of the document which is referenced below that was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

SOUTHLAND WASTE SYSTEMS

Commercial Solid Waste Franchise Agreement

Term: March 18, 2011 – September 30, 2011

Amount: \$37,305.00 Revenue

Account: 400-7640-323.70-02

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosures

Cc: Finance & Accounting
File

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY

#7575

ITEM DESCRIPTION: Solid Waste Commercial Services Franchise Application agreement between Alachua County and Southland Waste Systems (SWS).		
DEPARTMENT: Public Works	RETURN TO Ken Fair	CONTACT: Sally Palmi
		PHONE: 374-5245 X 1282
DOCUMENT(S) REQUIRING ACTION:	Agreement between Alachua County and Southland Waste Systems (SWS).	AMOUNT: Revenue \$37,305.00

EXECUTIVE SUMMARY: Approve the Solid Waste Commercial Franchise Application agreement between Alachua County and Southland Waste Systems (SWS) for FY 2010-2011. This agreement allows the hauler to collect commercial waste in Alachua County in exchange for their agreement to bring waste collected in Alachua County to the County Transfer Station, the landfill, or another solid waste management facility as may be designated by the County Manager.

BACKGROUND: Chapter 75, Solid Waste, Alachua County of Ordinances, requires commercial haulers to apply annually for a franchise to do business in the unincorporated area of Alachua County. Through September 30, 2009, the County had separate disposal agreements with the major haulers. Beginning in FY 2010, the disposal agreement has been made a part of the Franchise application and agreement. SWS signed a disposal agreement for FY2010 which expired on September 30, 2010. This agreement would have the hauler under contract thru September 30, 2011 with the requirement to bring their commercial waste collected in Alachua County to the County Transfer Station, the landfill, or another solid waste management facility as may be designated by the County Manager.

ISSUES: There currently is no franchise agreement in place for this hauler.

ACTION

Recommendation: Approve the Solid Waste Commercial Franchise Application agreement.

BUDGETARY IMPACT

Recommendation:

Approve agreement

Funding Sources:

Revenue for Solid Waste Fund

Associated Costs: N/A

Account Code:

400-7640-323.70-02

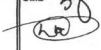
ATTACHMENTS:

Commercial Services
Franchise Application

SUGGESTED REFERENCE

MATERIAL: Chapter 75 of
Alachua County Ordinances

County Manager Item Summary - Revised 9-1-2004

DEPARTMENT DIRECTOR  2/28/11	CONTRACTS 	OMB 	LEGAL 	COUNTY MANAGER 	DATE 3/8/11
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**AGREEMENT BETWEEN ALACHUA COUNTY AND
SOUTHLAND WASTE SYSTEMS FOR
COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT**

This Commercial Solid Waste Franchise Agreement ("Agreement") is made and entered into this 27 day of OCTOBER, 2010, by and between Alachua County, a charter County and political subdivision of the State of Florida (hereinafter "County"), and Southland Waste Systems. ("Franchisee").

WHEREAS, the County requires all persons or entities engaged in the business of providing commercial solid waste services service or construction and demolition debris collection to obtain a franchise issued by the County;

WHEREAS, the County issued non-exclusive franchise shall be by application and may be by contract, which may include agreement on the disposal site for solid waste collected by any franchisee;

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the other good and valuable consideration provided to the parties by this Agreement, the receipt and sufficiency of which are hereby acknowledged, the County and Franchisee agree to be bound by and to comply with the following terms and conditions of this Agreement:

1. Recitals. The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

2. Definitions. Whenever words and expressions are used in this Agreement, they shall be defined, interpreted and construed as provided in Article 12 of Chapter 75, Alachua County Code of Ordinances and as follows:

a. "Acceptable Waste" means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

b. "Applicable Law" means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

c. "Effective Date" means the date when this Agreement is signed by the County.

3. Application Requirements. Franchisee has submitted an application that meets all requirements set forth in Section 75.604, Florida Statutes:

4. Franchisee Obligations. During the term of this Agreement, Franchisee agrees to comply with all of the following:

a. Compliance with Law. Franchisee agrees to comply with all Applicable Law, including without limitation, applicable provisions of Article 12, Chapter 75, of the Code of Ordinances of Alachua County, as exist and as may be amended during the term of this Agreement.

b. Insurance. Franchisee shall maintain in full force and effect insurance as specified, and file with the County Manager, or designee, a certificate of insurance for all policies written in Franchisee's name, to remain on file with the County for the franchise term to include:

- (1) comprehensive general liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code, and
- (2) automobile liability policy in an amount set forth in Subsection 75.604(b)(3), Alachua County Code; and
- (3) workers compensation as required by Florida statute.

c. Pay franchise fees as required by Section 75.602, Alachua County Code.

6. Term and Termination. The Franchise granted by this Agreement is not effective until reviewed, approved and executed by the County. Upon execution by the County, this Agreement shall remain in effect and shall bind Franchisee and the County from the Effective Date until September 30, 2011, unless this Agreement is revoked earlier or extended. This Agreement may be extended with the mutual consent of both parties. The County may deny this application for Franchise or may suspend or revoke this Agreement at any time with just cause pursuant to Section 75.605, Alachua County Code.

7. Agreement Governed by Florida Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials.

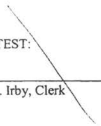
COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

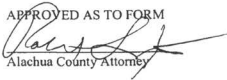
By: 

RANDALL H. REID, COUNTY MANAGER


J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

FRANCHISEE

SOUTHLAND WASTE SYSTEMS

By: Andy King
(Name)

Witnesses as to Tenant:

B-H
Signature

Brian Howard
Printed Name

Witnesses as to Tenant:

[Signature]
Signature

Andrew Murphy
Printed Name

STATE OF FLORIDA
COUNTY OF Miami

The foregoing document was acknowledged before me this 27th day of
October, 2010, by Andy King as
General Manager of SWI, who is personally known to me or
has produced _____ as identification.

Denise Hout
Notary Public, State of Florida

DENISE HOUT
Printed Name

Commission Number: _____
Commission expires: _____
NOTARY PUBLIC-STATE OF FLORIDA
Denise Hout
Commission #DD715292
Expires: OCT. 25, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Public Works Department
Commercial Services Franchise Application

Applicant Information:

Name REPUBLIC SERVICES, INC. DBA SOUTHLAND WASTE SYSTEMS
Address 13331 SOUTH US HIGHWAY 441
City/State/Zip Code LAKE CITY, FL 32055
Phone Number 386-758-8288

Service Type Requested:

- ☐ To provide containers only;
- ☒ To provide commercial solid waste collection and disposal services as defined by County ordinance.

To the applicant: The following information is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services to properties located in Unincorporated Alachua County. Please provide the required information as an attachment to the franchise application requirement checklist.

Franchise Application Requirements
And Requirement Checklist

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- ☒ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Criminal convictions, withheld adjudication and/or plea of nolo contendere for any felonies of any individual having controlling interest in applicant's firm, corporation, partnership, association or organization, and a statement of whether such applicant operates(ed) a solid waste collection business in this or any other state or territory under a franchise, permit or license, where, and whether such franchise, permit or license has ever been revoked or suspended, and the reasons therefore;
- ☒ 4. Proof that corporation is in good standing in the State, and if not a Florida Corporation, proof that applicant is qualified to do business in the State of Florida;
- ☒ 5. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 6. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services

Public Works Department
Commercial Services Franchise Application

- ☒ 7. Applicant shall maintain in full force and effect insurance as specified, and file with the County Manager a certificate of insurance for all policies written in applicant's name, to remain on file with the County for the franchise term to include:
- ☐ Comprehensive general liability policy;
 - ☐ Policy in applicant's name covering operations in amount 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, \$50,000 Fire Damage Liability and \$5,000 Medical Expense per occurrence
 - ☐ Automobile liability insurance;
 - ☐ 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 as required by Florida statute;
- ☒ 8. Applicant shall pay the County a nonrefundable application fee as specified in Application Fee Schedule.
- ☒ 9. Applicant shall post with the County \$2,500 in cash or the estimated amount of franchise fees for a three month period, whichever sum is greater, to guarantee performance under this franchise.

Definitions:

1. **Applicant:** a person applying to Alachua County for a franchise to provide commercial service within Unincorporated Alachua County for hire, remuneration or other consideration.
2. **Franchisee:** person or corporation to whom the County has issued a non exclusive franchise to provide containers for commercial services and/or to provide commercial solid waste collection and disposal services or to properties in Unincorporated Alachua County.
3. **Registrant:** shall be a person who has made application with the County to collect, transport, convey or process recovered materials in unincorporated Alachua County and has subsequently received a registration certificate from the County. (Note: a franchisee may be a registrant).

Public Works Department
Commercial Services Franchise Application

Applicant agrees to comply with all applicable provisions of the Alachua County, Florida Code of Ordinances and permit applications as may be amended.

REPUBLIC SERVICES, INC. DBA SOUTHLAND WASTE SYSTEMS
Applicant name (Print or Type)

ANDY KING, GENERAL MANAGER
Applicant signature

OCT 27, 2010
Application submission date

Phyllis Brock
Application received by

2/15/11
date

Application fee received by

5645781
check number

10/15/10
check date

Application fee received by

check number

check date

Approved County Manager/designee signature

date

Public Works Department
Commercial Services Franchise Application

Affidavit

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to this application and become a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the Alachua County Code of Ordinances, the laws, rules, ordinances and regulations of Alachua County, the State of Florida and of the United States.

REPUBLIC SERVICES, INC DBA SOUTHFLA WASTE SYSTEMS
Applicant name

ANDY KING
Name of applicant's legal representative

Title of applicant's legal representative

ANDY KING GENERAL MANAGER
Signature of applicant

Signature of applicant's legal representative

Witnesses: _____

B. Hill
Witness signature

[Signature]
Witness signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 28th day of October, in the year 2010, by Andy King, President and Secretary, respectively, of SW3, a Florida corporation, on behalf of the corporation. They/he/she are/is personally known to me or has produced _____ as identification.

Print Name: DENISE HOUT

Notary Public, State of Florida

My Commission Expires: _____



Denise Hout



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 24, 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 March 17, 2011 & Received in Contracts March 22, 2011**

Attached please find two originals of the document referenced below that was approved by the County Manager on the above referenced date. Also enclosed is a copy of the Green Sheet.

BI INCORPORATED

Equipment Schedule #4 to the Contractual Agreement to Purchase GPS equipment
(Agreement # 120308VG1)
Term: One year warranty from date of receipt
Amount: \$1,120.00 Account:

Please forward the documents to the vendor for signature and return one fully-executed original to me.

Thank you for your assistance.

Enclosures

cc: File



7049

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: Contractual Agreement between Behavioral Intervention (BI) and Alachua County to purchase Global Positioning Satellite (GPS) equipment		
DEPARTMENT:	RETURN TO	CONTACT: Jeff Kilpatrick, Pretrial Services Supervisor
Court Services	Jim Santangelo, Acting Director	PHONE 352-338-7338
DOCUMENT(S) REQUIRING ACTION: Contract from Behavioral Intervention (BI)		AMOUNT: \$1,120.00

EXECUTIVE SUMMARY: Since its inception in FY 02, Pretrial defendants have been released and misdemeanor offenders have been sentenced by the Court to Court Services with Electronic Monitoring (EM) or Global Positioning Satellite (GPS) program as a special condition. These offenders are closely supervised and monitored in the community utilizing electronic technology. During 2009, Alachua County purchased 10 GPS units and during 2010, Alachua County purchased 2 additional GPS units. This electronic equipment is used daily.

BACKGROUND: During December 2010, one of the GPS active tracking devices (valued at \$1,095.00) and the black cover/pouch for tracking device (valued at \$25.00) was permanently lost by one of the defendants on pretrial supervision. This defendant had signed an agreement prior to being placed on GPS whereby he acknowledged that he would be fully responsible for the equipment should he damage or lose the equipment. This defendant provided money orders payable to BI Incorporated in the amount of \$1120.00 to pay for the GPS equipment that he lost and thereby has permanently deprived Alachua County of using on other defendants who may be released from the Alachua County Department of the Jail.

ISSUES: N/A

ACTION

Recommendation: Approve and sign the attached contract

BUDGETARY IMPACT

Recommendation: Approve and sign the attached contract; there is no fiscal impact on current Department funds.

Funding Sources: The funds are available in the form of money orders made payable to BI Incorporated.

Associated Costs Monthly monitoring costs that are already budgeted

Account Code: NA

ATTACHMENTS: Contract with Behavioral Interventions Incorporated

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR 	CONTRACTS 	OMB 	LEGAL 	COUNTY MANAGER 	DATE 11/9/11
--	---	---	---	--	------------------------

EQUIPMENT SCHEDULE NO. 4
TO THE

PURCHASE AGREEMENT
AGREEMENT NO. 120308VG1
BETWEEN
BI INCORPORATED ("BI")
AND
ALACHUA COUNTY ("Customer")

EQUIPMENT DESCRIPTION - The following Equipment is hereby purchased pursuant to the above-referenced Agreement and is subject to the applicable warranty sheet which is attached hereto and incorporated herein:

<u>Quantity:</u>	<u>Model:</u>	<u>Description:</u>	<u>Warranty Sheet:</u>	<u>Price Each:</u>
1	EX-540	ExacuTrack - Active Tracking Unit	See attached	\$1,095.00
1	EX-549	Carrying Case	n/a	\$ 25.00
1	EX-548	Belt Clip	n/a	No charge
1	EX-547	Belt Loop	n/a	No charge

TOTAL PURCHASE PRICE: \$1,120.00 (exclusive of any applicable taxes)

INSTALLATION LOCATION: Alachua County Court Services
14 NE 1st Street
Gainesville, FL 36201
Attn: Jeff Kilpatrick
352-338-7338

THIS EQUIPMENT SCHEDULE SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

BI INCORPORATED

By: _____ Date _____

Printed Name: _____

Printed Title: _____

ALACHUA COUNTY

By:  Date 3/10/11

Printed Name: RANDALL H. REID, COUNTY MANAGER

Printed Title: _____

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

**ExacuTrack™ - FIELD
WARRANTY AND SUPPORT COVERAGE**

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on ExacuTrack™ field equipment. For the purposes of this warranty, ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, (ii) Transmitter, and (iii) Base Station (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability - BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 15, 2011

MEMORANDUM

To: Robert Livingston
County Attorney

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 10, 2011 & Received in Contracts March 14, 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.

ZINN, TERRY L.

Agreement for Hearing Officer Services

Term: March 10, 2011 until terminated

Amount: Rate Based

Account: Various Depts.

Please forward this document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Risk Management
File

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY**ITEM DESCRIPTION:** Agreements for Administrative Hearing Officers (Terry Zinn and Paul Silverman)**DEPARTMENT:**

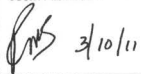
CAO

RETURN TO

Robert Livingston

CONTACT: Robert Livingstopn**PHONE** 374-5218**DOCUMENT(S)
REQUIRING
ACTION:**Agreement with Terry Zinn and Agreement with
Paul Silverman for hearing officer services**AMOUNT:**

Rate Based

EXECUTIVE SUMMARY: The County uses hearing officers for various administrative hears and appeals.**BACKGROUND:** The County uses professional hearing officers (Attorney's) in various areas including employee issues and animal control. To allow flexibility of scheduling the County has several attornies under contract at any one time. The department requiring administrative hear services contacts and pays for the services.**ISSUES:** Whether to use administrative hearing officers.**ACTION****Recommendation:** Approve the agreements**BUDGETARY IMPACT****Recommendation:** Budgeted in various departments**Funding Sources:** Various**Associated Costs** NA**Account Code:** Various**ATTACHMENTS:** Agreements with Terry Zinn and Paul Silverman**SUGGESTED
REFERENCE
MATERIAL:****DEPARTMENT DIRECTOR**For RL
JBY**CONTRACTS****OMB****LEGAL****COUNTY MANAGER****DATE** 3/10/11

AGREEMENT WITH TERRY L. ZINN FOR HEARING OFFICER SERVICES

This Agreement is entered into this 10th day of March, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Terry L. Zinn, , doing business at 27715 NW 107th Street, Alachua, FL 32615-3504, hereinafter referred to as "Professional" or "Hearing Officer".

WITNESSETH

Whereas, the County desires to employ the Professional to provide hearing officer services, and

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on the date executed by both parties and continues until terminated.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
 - 2.1. The Hearing Officer is professionally qualified to act as the Hearing Officer for the County, is licensed to practice law and is a five year member in good standing with the Florida Bar. Professional shall notify County immediately of any change in his standing with the Florida Bar.
3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County:

- 3.1. Sit as a hearing officer for the County in:

- 3.1.1. appeals of dangerous dog determination, under Chapter 72, County Code
- 3.1.2. appeals from sign permit denials,
- 3.1.3. appeals of decisions of the development review committee;
- 3.1.4. appeals involving personnel actions, and
- 3.1.5. other cases as required by the County.

- 3.2. Perform all duties of a hearing officer including scheduling hearings, generating notices of

hearing and orders, issuing subpoenas, hearing and ruling on motions, accepting evidence and rendering written decisions.

3.3. Render a written decision that contains findings of fact, conclusions of law and recommendations.

3.4. Adhere to the Rules of Professional Conduct and the Rules Regulating the Florida Bar.

3.5. Be available for hearing within 21 days of notice. If the Hearing Officer has a conflict of interest or is not available to hold a hearing, then the Hearing Officer shall notify the County immediately so that another hearing officer may be assigned.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

a. Promptly notify the Hearing Officer when a hearing is requested. After notification, the Hearing Officer shall contact the participants directly and take steps necessary to conduct the hearing. The County makes no promise as to the number of service requests nor that the Hearing Officer will perform any services for the County under this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement, when it is determined by the County to be in the best interest of the County to do so.

b. The County will provide the hearing facility upon request of the Hearing Officer.

5. **Method of Payment.** For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$50,000 allocated in the following manner:

5.1.1.1. \$150 per hour for hearing time

5.1.1.2. \$100 per hour for non-hearing time

5.2. No reimbursable expenses will be paid under this agreement.

5.3. As a condition precedent for any payment, the Professional shall submit an invoice to the County requesting payment for services properly rendered. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, the case name, the time expended and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the

expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Submit invoices to County department or division requesting hearing.

For Animal Services Cases:

Alachua County Animal Services
P.O. Box 2877
Gainesville, FL 32602

For Growth Management Cases:

Alachua County Growth Management
P.O. Box 2877
Gainesville, FL 32602

For Personnel Cases:

Alachua County Human Resources
P.O. Box 2877
Gainesville, FL 32602

For Other Cases:

Office of Management and Budget
P.O. Box 2877
Gainesville, FL 32602

5.4. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.5. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Terry L. Zinn

27715 NW 107th Street
Alachua, FL 32615-3504

6. Personnel.

6.1. Only Terry L. Zinn will perform the services outlined herein.

7. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Randall H. Reid
County Manager
PO Box 2877
Gainesville, FL 32602

Terry L. Zinn
27715 NW 107th Street
Alachua, FL 32615-3504

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the

Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
11. **Insurance.** The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "A"**.
12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
13. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. **Indemnification**

The Professional agrees to indemnify, defend and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, 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 Professional.

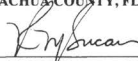
Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified hearing officer performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
19. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
20. **Conflict of Interest.** The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
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
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
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.
25. **Attachments .** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments .** The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **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.
29. **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.
30. **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 Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

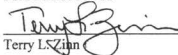
By: 
for Randall H. Reid, County Manager

WITNESS

APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL


Terry L. Zinn

**ATTACHMENT A: TYPE "A" INSURANCE REQUIREMENTS
"Professional or Consulting Services"**

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. 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 \$100,000 combined single limit each accident.

II. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$500,000 each claim, \$500,000 policy aggregate.

III. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.
 - 2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.
- C Workers' Compensation and Employers' Liability Coverages
 - 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County

D All Coverages

- 1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

IV. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 15, 2011

MEMORANDUM

To: Robert Livingston
County Attorney

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 10, 2011 & Received in Contracts March 14, 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.

SILVERMAN, PAUL R.

Agreement for Hearing Officer Services

Term: March 10, 2011 until terminated

Amount: Rate Based

Account: Various Depts.

Please forward this document to the vendor and keep a copy for your files. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Risk Management
File

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY**ITEM DESCRIPTION:** Agreements for Administrative Hearing Officers (Terry Zinn and Paul Silverman)**DEPARTMENT:**

CAO

RETURN TO

Robert Livingston

CONTACT: Robert Livingston**PHONE** 374-5218**DOCUMENT(S)
REQUIRING
ACTION:**Agreement with Terry Zinn and Agreement with
Paul Silverman for hearing officer services**AMOUNT:**

Rate Based

EXECUTIVE SUMMARY: The County uses hearing officers for various administrative hears and appeals.**BACKGROUND:** The County uses professional hearing officers (Attorney's) in various areas including employee issues and animal control. To allow flexibility of scheduling the County has several attornies under contract at any one time. The department requiring administrative hear services contacts and pays for the services.**ISSUES:** Whether to use administrative hearing officers.**ACTION****Recommendation:** Approve the agreements**BUDGETARY IMPACT****Recommendation:** Budgeted in various departments**Funding Sources:** Various**Associated Costs** NA**Account Code:** Various**ATTACHMENTS:** Agreements with Terry Zinn and Paul Silverman**SUGGESTED
REFERENCE
MATERIAL:****DEPARTMENT DIRECTOR**
For RL

Jdy

CONTRACTS

Jdy

OMB

Tinn

LEGALSeyn
Beyn**COUNTY MANAGER****DATE**

PMS

3/10/11

AGREEMENT WITH PAUL R. SILVERMAN FOR HEARING OFFICER SERVICES

This Agreement is entered into this 10th day of March, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Paul R. Silverman, doing business at P.O. Box 1030, Gainesville, Florida, 32602, hereinafter referred to as "Professional" or "Hearing Officer".

WITNESSETH

Whereas, the County desires to employ the Professional to provide hearing officer services, and

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on the date executed by both parties and continues until terminated.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Hearing Officer is professionally qualified to act as the Hearing Officer for the County, is licensed to practice law and is a five year member in good standing with the Florida Bar. Professional shall notify County immediately of any change in his standing with the Florida Bar.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County:

- 3.1. Sit as a hearing officer for the County in:

- 3.1.1. appeals of dangerous dog determination, under Chapter 72, County Code
- 3.1.2. appeals from sign permit denials,
- 3.1.3. appeals of decisions of the development review committee;
- 3.1.4. appeals involving personnel actions, and
- 3.1.5. other cases as required by the County.

- 3.2. Perform all duties of a hearing officer including scheduling hearings, generating notices of

hearing and orders, issuing subpoenas, hearing and ruling on motions, accepting evidence and rendering written decisions.

3.3. Render a written decision that contains findings of fact, conclusions of law and recommendations.

3.4. Adhere to the Rules of Professional Conduct and the Rules Regulating the Florida Bar.

3.5. Be available for hearing within 21 days of notice. If the Hearing Officer has a conflict of interest or is not available to hold a hearing, then the Hearing Officer shall notify the County immediately so that another hearing officer may be assigned.

4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

a. Promptly notify the Hearing Officer when a hearing is requested. After notification, the Hearing Officer shall contact the participants directly and take steps necessary to conduct the hearing. The County makes no promise as to the number of service requests nor that the Hearing Officer will perform any services for the County under this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement, when it is determined by the County to be in the best interest of the County to do so.

b. The County will provide the hearing facility upon request of the Hearing Officer.

5. **Method of Payment.** For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

5.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of \$50,000 allocated in the following manner:

5.1.1.1. \$150 per hour for hearing time

5.1.1.2. \$100 per hour for non-hearing time

5.2. No reimbursable expenses will be paid under this agreement.

5.3. As a condition precedent for any payment, the Professional shall submit an invoice to the County requesting payment for services properly rendered. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, the case name, the time expended and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the

expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

Submit invoices to County department or division requesting hearing.

For Animal Services Cases:

Alachua County Animal Services
P.O. Box 2877
Gainesville, FL 32602

For Growth Management Cases:

Alachua County Growth Management
P.O. Box 2877
Gainesville, FL 32602

For Personnel Cases:

Alachua County Human Resources
P.O. Box 2877
Gainesville, FL 32602

For Other Cases:

Office of Management and Budget
P.O. Box 2877
Gainesville, FL 32602

5.4. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

5.5. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

Paul R. Silverman

P.O. Box 1030
Gainesville, Florida, 32602

6. Personnel.

6.1. Only Paul R. Silverman will perform the services outlined herein.

7. **Notice.** Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:
Randall H. Reid
County Manager
PO Box 2877
Gainesville, FL 32602

Paul R. Silverman
P.O. Box 1030
Gainesville, Florida, 32602

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

9. Project Records.

9.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

9.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.01(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

9.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the

Professional as "Confidential Information" or "CI".

9.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. Insurance. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "A"**.

12. Permits. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. Indemnification

The Professional agrees to indemnify, defend and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, 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 Professional.

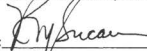
Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

15. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified hearing officer performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
19. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
20. **Conflict of Interest.** The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
21. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
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
23. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
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.
25. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **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.
29. **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.
30. **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 Agreement to be executed for the use and purposes therein expressed on the day and year first above-written

ALACHUA COUNTY, FLORIDA

By: 
for Randall H. Reid, County Manager

WITNESS

APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL


Paul R. Silverman

ATTACHMENT A: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.
 - 2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.
- C Workers' Compensation and Employers' Liability Coverages
 - 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County
- D All Coverages
 - 1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 15, 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
March 8, 2011 & Received in Contracts March 11, 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.

NATIONAL HOT ROD ASSOCIATION / GAINESVILLE RACEWAY
License Agreement for use of Alachua County Fairgrounds
Term: March 9 - 13, 2011
Amount: \$,000.00 Facility Fee
\$ 000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Risk Management
File

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: License Agreement for Gainesville Raceway/National Hot Rod Association

DEPARTMENT:

Public Works

RETURN TO

Robert Avery

CONTACT: Markisha Boykin

PHONE 352-264-6916

DOCUMENT(S) REQUIRING ACTION: License Agreement for Use of Alachua County Fairgrounds

AMOUNT: \$0

EXECUTIVE SUMMARY: Gainesville Raceway/National Hot Rod Association is a company requesting to use the parking area of the grounds for overflow off-site parking for the Gatornationals for March 9-13th, 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 having a parking plan.

ACTION

Recommendation: Approve Gainesville Raceway/National Hot Rod Association's use of the Alachua County fairgrounds parking area for overflow offsite parking for Gatornationals.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Gainesville Raceway/National Hot Rod Association's use of the Alachua County Fairgrounds parking area.

Funding Sources: Fairgrounds Management Fund 128

Associated Costs: None.

Account Code: None.

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR

PA 3/1/11

CONTRACTS

SL

OMB

SL

LEGAL

R

COUNTY MANAGER

DATE

RWA 3/8/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 24th day of Feb, 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 ANRA Gainesville Recovery ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a California Florida Corporation headquartered and doing business at 11211 N. CR 225, Gainesville FL; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.
2. Property. This license agreement is for the use of the property described in Exhibit A.
3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.
4. Payment. Licensee agrees to pay the County the sum of \$ -0- 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: [Signature]
Randall H. Reid, County Manager

APPROVED AS TO FORM

[Signature]
Alachua County Attorney

LICENSEE

By: [Signature]
Print: D.K. Robertson
Title: Exec. Gen. Mgr.

NOTARY

Dated this 25th day of February, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25 day of Feb, 2011, by
Donald Keith Robertson, who is personally known to me/ produced
FDL R163-191-47-1P4-0 as identification.

[Signature]
Notary Public, State of Florida at Large
My Commission expires:

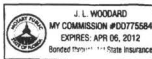


EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Don Robertson DATE 02-23-11
 ORGANIZATION/COMPANY SHRA Gainesville PROFIT (NON-PROFIT) (Circle one)
 ADDRESS 11211 N CR 225 CITY Gainesville
 STATE FL ZIP 32609 TELEPHONE (352) 377-0046

EVENT DETAILS

Event Dates Mar 9-13, 2011 Event Type Parking for Gatornationals

Please provide contact information for event details:

Name: Don Robertson
 Phone Number: 352 377-0046

Are you a non-profit? Yes ☒ No ☐

Event Description (sufficient to determine the potential impact to the facility and security needs):

overflow off-site parking for Gatornationals

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 500-750
 The number of staff members that will be on hand 10-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2011

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 Wells Fargo Special Risks, Inc. Wells Fargo Motorsports 24 Greenway Plaza, Suite 1100 Houston, TX 77046-2401	CONTACT NAME: _____ PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: NATIONALH01																					
INSURED Gainesville Raceway, National Hot Rod Association dba 11211 N. County Rd. 225 Gainesville, FL 32609	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Great American Assurance Company</td><td>26344</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Assurance Company	26344	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Great American Assurance Company	26344																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2389426

REVISION NUMBER: See below

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. LITE	TYPE OF INSURANCE	ADOL/INSR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GLO2100479	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COM/POP AGG \$ 5,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GENL AGGREGATE ☐ PER EVENT GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO ☐ LOC		Includes Participant Legal Liability			
A	AUTOMOBILE LIABILITY		GLO2100479	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS 1,000,00 ☒ NON-OWNED AUTOS 1,000,00					
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Alachua County Board of County Commissioners, its officials, employees and volunteers are additional insured but only with respect to liability arising out of the ownership, maintenance, or use of the premises leased to the named insured.

CERTIFICATE HOLDER

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE 

(This certificate replaces certificate# 2389113 issued on 2/23/2011)

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ACORD 25 (2009/09)

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Additional Remarks Schedule (Continued from Page 1)

This insurance shall apply as primary and non-contributory insurance before any other insurance or self-insurance, maintained by the additional insured.

Re: 42nd Annual Tire Kingdom NHRA Gatornationals, March 09-14, 2011, Gainesville Raceway, 11211 N. County Rd. 225, Gainesville, FL 32609

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 than 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, its 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 contract 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 Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 15, 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
March 10, 2011 & Received in Contracts March 14, 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.

BLUE STAR PRODUCTIONS

License Agreement for use of Alachua County Fairgrounds

Term: March 11-13, 2011

Amount: \$ 2,400.00 Facility Fee

\$ 000.00 Refundable-Deposit

Account: 128-4505-362.20-00 License Fee

128-0000-220.80-00-Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Risk Management
File

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: License Agreement for Blue Star Productions' use of the Alachua County Fairgrounds

DEPARTMENT:	RETURN TO	CONTACT: Markisha Boykin
Public Works	Richard Drummond	PHONE: 352-264-6916

DOCUMENT(S) REQUIRING ACTION: License Agreement for Use of Alachua County Fairgrounds	AMOUNT: \$3400 \$2400 -Rental \$1000 - Deposit
--	--

EXECUTIVE SUMMARY: Blue Star Productions is a for profit company requesting use of the exhibition building and parking lot for a general merchandise sale to be held on March 11, 12 and 13, 2011.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at \$1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Blue Star Productions use of the Alachua County exhibition building and parking lot for a merchandise sale at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Blue Star Productions 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
 3/8/11					3/10/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 24 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 "County", and Blue Star Productions ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 4660 Churchill St Shoreview, MN 55126; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.
2. Property. This license agreement is for the use of the property described in Exhibit A.
3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.
4. Payment. Licensee agrees to pay the County the sum of \$ 2400.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.
5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.
6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.
7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:
Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits. The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

14. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:

ALACHUA COUNTY, FLORIDA

By: [Signature]
Randall H. Reid, County Manager

APPROVED AS TO FORM

[Signature]
Alachua County Attorney

LICENSEE

By: [Signature]
Print: Sanjay Syal
Title: CEO

NOTARY

Dated this 24th day of February, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 24 day of Feb, 2011, by
Sanjay Syal, who is personally known to me/ produced
Mal Devina Duggu as identification.

[Signature]
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 Sanjay Syal DATE 2-24-2011
ORGANIZATION/COMPANY Blue Star Productions (PROFIT/NON-PROFIT (Circle one)
ADDRESS 4660 Churchill Street CITY Shoreview
STATE MN ZIP 55126 TELEPHONE (651) 766-2800

EVENT DETAILS

Event Dates March 11-12-13, 2011 Event Type General Merch. Sale

Please provide contact information for event details:

Name: Sanjay Syal
Phone Number: 651-766-2800

Are you a non-profit? Yes _____ No X

Event Description (sufficient to determine the potential impact to the facility and security needs):
Liquidation Expo is a general merchandise sale. We have 8-12 vendors selling computers
Electronics, Clothing, Perfume, Jewelry, Shoes and more.

FACILITIES REQUESTED

X EXHIBITION BUILDING & PARKING LOT
EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served? Yes _____ No X
Will the activity be open to the public? Yes X No _____
Will admission be charged? Yes X No _____

Will there be special equipment
or use of any hazardous materials? Yes _____ No X

The number of participants that will attend 1500.00 total entire event
The number of staff members that will be on hand 8

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 \$2400.00
Miscellaneous Damage Deposit
Total Rental \$2400.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.
2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:
 - a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
 - b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.
3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.
4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.
5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.
6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a \$1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged **\$40.00 per check**.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

**PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT,
PAGE 4, TO COMPLETE YOUR APPLICATION.**

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.



EXHIBIT B

Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more than 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 than \$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, its 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 contract 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2011

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 Affiliated Insurance Brokerage... 3030 Granada Ave Suite A Oakdale, MN 55128	CONTACT NAME: Vergosen, Paul A PHONE: 651-739-2545 FAX: 651-739-1511 EMAIL: akustich@affiliatedinsbrokerage.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Pinnacle Publishing, Inc. dba Blue Stars Shows, Inc. 4660 Churchill St Shoreview, MN 55126-5829	612-788-1901

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 LTA	TYPE OF INSURANCE	ADDRESS	INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR			08030931-10	09/01/2010	09/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 4,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ Hired AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			4812601900	09/01/2010	09/01/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A	08025591	09/01/2010	09/01/2011	WE STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liquidation Expo: Mar 9-13, 2011 Gainesville, FL Comp/Coil 1000/1000

Alachua County Board of County Commissioners, its officials, employees and volunteers is listed as additional insured.
30 day notice of cancellation.

CERTIFICATE HOLDER

Alachua County BoCC
C/O Risk Management
P.O. Box 1467
Gainesville, FL 32602
352-374-5204

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

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.

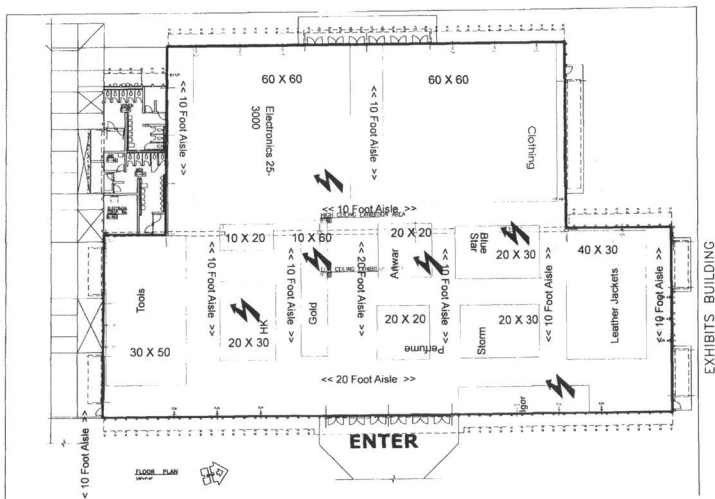
I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims 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



Gainsville, FL
March 11-12-13, '11
Alachua County Fairgrounds
Exhibit Building



APPLICATION PROCESS

Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

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:

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.).

Robert M. Avery, CPRP
Parks Superintendent
Alachua County
P.O. Box 1188
Gainesville, FL 32602-1188
Phone: 352-374-5245 ext 1247
FAX: 352-337-6243
e-mail: ravery@alachuacounty.us

Alachua County Website:
<http://www.alachuacounty.us/Pages/AlachuaCounty.aspx>

Alachua County Newsletter:
<http://www.alachuacounty.us/StayEngaged/Pages/CommunityNewsletters.aspx>



7341



Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 14, 2011

MEMORANDUM

To: Keith Godwin, E911 Coordinator
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
February 23, 2011; Received Signed Contract back from
Dept. March 11, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

GRUCOM

**Upgrade to Service Agreement for 20Mbps Point-To-Point Ethernet Data
Transport Service between AC/CCC and AC/Admin Bldg.**

Term: Expires October 18, 2015

Amount: \$14,875.00 One time charge

Account: 126-5440-529.43-99

\$ 480.00/mo.

Please keep this copy for your file.

Thank you for your assistance.

cc: OMB
F&A

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.alachua.fl.us

An Equal Opportunity Employer M.F.V.D.



COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: GRUCom Ethernet Data Transport Service Upgrade

DEPARTMENT:	RETURN TO	CONTACT: Keith Godwin, E911 Coordinator
Public Safety	Keith Godwin	PHONE #: 338-3285

DOCUMENT(S) REQUIRING ACTION:	GRUCom Service Agreement/Service Order	AMOUNT: \$14,875.00
--------------------------------------	--	----------------------------

EXECUTIVE SUMMARY:

The E9-1-1 Coordinator is the project manager for the installation of a PlantCML Patriot Internet Protocol capable 9-1-1 telephone system in the primary and backup 9-1-1 centers. The single fiber link between the primary and backup 9-1-1 centers is a secure 20Mbps Ethernet connection to bridge the two sites together. This single Ethernet link is considered a single point of failure as there is no redundant path. Creating a diverse fiber route to support 9-1-1 communications with redundant transmission nodes, switches, and power supplies will create a very resilient connection between the primary and backup 9-1-1 centers.

BACKGROUND:

Currently, the telephone system in the backup 9-1-1 center and CCC communicate via a single 20Mbps Ethernet connection without a redundant path or supporting infrastructure components such as power supplies and switches. The one-time cost to provide two transmission nodes per site on a diverse fiber path, provide a standard single power supply for each of the transmission nodes, add two new GRUCom network switches in sequence on diverse route fiber paths, add one network switch at CCC in sequence with the existing switch on a diverse fiber route and provide one service drop port per GRUCom network switch is \$14,875.00. There is no change to the current term expiration for the existing 20Mbps Ethernet link. There is no change to the current monthly service charges for the 20Mbps of dedicated transmission capacity between the two sites.

ISSUES:

Not having a redundant network path between the primary and backup 9-1-1 centers could potentially result in the loss of 9-1-1 services at the backup site should there ever be any interruption of Ethernet services with the primary path.

ACTION

Recommendation: The E9-1-1 Coordinator recommends the approval of this fund expenditure.

BUDGETARY IMPACT

Recommendation:	\$14,875
Funding Sources:	Department of Public Safety
Associated Costs	None
Account Code:	126-5440-529.43-99

ATTACHMENTS: Two original GRUCom Service Agreement/Service Order (4 pages each)

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR 	CONTRACTS 	OMB 	LEGAL 	COUNTY MANAGER DATE  2/22/11
--	---	---	---	---



Firm Order Confirmation

Thursday, March 03, 2011

Customer: ALACHUA COUNTY FIRE RESCUE DEPARTMENT

Contact: KEITH GODWIN

Email: kgodwin@alachuacounty.us

Access Service Request Information

Work Order No.: 2010-213

Service Requested: GRUCom METRO ETHERNET DATA TRANSPORT SERVICE UPGRADE

Location A: ALACHUA COUNTY ADMINISTRATION BUILDING: 12 SE 1 ST, GAINESVILLE, FL

Location Z: ALACHUA COUNTY COMBINED COMMUNICATIONS CENTER (CCC): 1100 SE 27 ST, GAINESVILLE, FL
GDETH110012AA

GRUCom CID:

Confirmation

ICSC:

REP:

GRUCom 001

Wayne Wishart, GRUCom Business Manager

Phone: 352-334-3200

Fax: 352-334-2799

Email: GRUComSales@gru.com

DDD:

NRC:

RC:

DD:

Term of Service:

NOTES:

ASAP

\$14,875.00

\$480.00

12-APR-2011

EXPIRES 18-OCT-2015

UPGRADE ACTIVE GRUCOM CID GDETH110012AA TO ENHANCED FULLY-PROTECTED SWITCHED GIGABIT TRANSMISSION PLATFORM<PROVIDES TWO TRANSMISSION NODES PER SITE ON DIVERSE ROUTE FIBER ACCESS PATH<PROVIDES STANDARD SINGLE POWER SUPPLY UNIT FOR EACH TRANSMISSION NODE<ADD TWO NEW GRUCOM NETWORK SWITCHES AT COUNTY ADMIN IN SEQUENCE ON DIVERSE ROUTE FIBER ACCESS PATH<ONE GRUCOM NETWORK SWITCH ON DIVERSE ROUTE FIBER ACCESS PATH ALREADY EXISTS AT CCC<ADD ONE NEW GRUCOM NETWORK SWITCH AT CCC IN SEQUENCE WITH EXISTING SWITCH ON DIVERSE ROUTE FIBER ACCESS PATH<PROVIDE ONE SERVICE DROP PORT PER GRUCOM NETWORK SWITCH<ALL SWITCH PORTS CONFIGURED ON SAME GRUCOM NETWORK ASSIGNMENT<SINGLE STANDARD POWER SUPPLY UNIT PER GRUCOM SWITCH<SEE ATTACHED DESIGN DIAGRAM ON PAGE 4 OF 4 ORIGINAL SERVICE AGREEMENT<IMPLEMENTATION CONTACT: ALLEN TORRES/352-338-7328//ART@ALACHUACOUNTY.US<RDD: ASAP

GRUCom Contact Information

Conduit and Fiber Design:

Tom Lawyer, Technical Support Specialist Sr.

Phone: 352-393-6910

Mobile: 352-339-3429

Fax: 352-334-3614

Email: GRUComDesign@gru.com

Circuit Configuration:

Dennis Cheves, Senior Engineer

Phone: 352-393-6916

Mobile: 352-339-2953

Fax: 352-334-3614

Email: GRUComEngineering@gru.com

or

Ed Ingersoll, Network Services Supervisor

Phone: 352-393-6917

Mobile: 352-339-2932

Fax: 352-334-3614

Email: GRUComTransport@gru.com

Administrative/Contract Matters:

Wayne Wishart, GRUCom Business Manager

Phone: 352-393-1274

Fax: 352-334-2799

Email: GRUComAdmin@gru.com

Conduit and Fiber Installation:

Eric Chapman, Network Cabling Supervisor

Phone: 352-393-1082

Mobile: 352-339-2916

Fax: 352-334-3490

Email: GRUComOSP@gru.com

Circuit Turn-up, Testing and Trouble Calls:

GRUCom Network Operations Center
24 hours/day, 7 days/week

Business Customers call:
352-334-2912

Carrier Customers call:
352-334-2894 or 866-238-1256

Billing Matters:

Bernie Daquila, Utility Analyst

Phone: 352-393-1067

Fax: 352-334-2799

Email: GRUComBilling@gru.com

Mailing Address: GRUCom, P.O. Box 147117, Gainesville, FL 32614



301 SE 4th Avenue, Station A-111
Gainesville, FL 32601
Phone: 352 334-3200
Fax: 352 334-2799

Date Ordered: JAN 11, 2011

Order Number: 2010-213

GRUCom Service Agreement/Service Order

SERVICE

Service Description/Location: GRUCom METRO ETHERNET DATA TRANSPORT SERVICE UPGRADE

To: ALACHUA COUNTY COMBINED COMMUNICATIONS CENTER (CCC): 1100 SE 27 ST, GAINESVILLE, FL

From: ALACHUA COUNTY ADMINISTRATION BUILDING: 12 SE 1 ST, GAINESVILLE, FL

UPGRADE ACTIVE GRUCOM CID 02ETH110012AA TO ENHANCED FULLY-PROTECTED SWITCHED GIGABIT TRANSMISSION PLATFORM--PROVIDES TWO TRANSMISSION NODES PER SITE ON DIVERSE ROUTE FIBER ACCESS PATH--PROVIDES STANDARD SINGLE POWER SUPPLY UNIT FOR EACH TRANSMISSION NODE--ADD TWO NEW GRUCOM NETWORK SWITCHES AT COUNTY ADMIN IN SEQUENCE ON DIVERSE ROUTE FIBER ACCESS PATH--ONE GRUCOM NETWORK SWITCH ON DIVERSE ROUTE FIBER ACCESS PATH ALREADY EXISTS AT CCC--ADD ONE NEW GRUCOM NETWORK SWITCH AT CCC IN SEQUENCE WITH EXISTING SWITCH ON DIVERSE ROUTE FIBER ACCESS PATH--PROVIDE ONE SERVICE DROP PORT PER GRUCOM NETWORK SWITCH--ALL SWITCH PORTS CONFIGURED ON SAME GRUCOM NETWORK ASSIGNMENT--SINGLE STANDARD POWER SUPPLY UNIT PER GRUCOM SWITCH--SEE ATTACHED DESIGN DIAGRAM ON PAGE 4 OF 4--IMPLEMENTATION CONTACT: ALLEN TORRES/352-338-7328/ART@ALACHUACOUNTY.US--RDD: ASAP

Initial Term: EXPIRES 18-OCT-2015

Please note TERMS AND CONDITIONS item 1 "Term of Agreement" on page 2 of 4 regarding expiration of the Initial Term.

Requested Service Date: ASAP

SERVICE COST

Total Non Recurring (Installation):

ACTIVE SERVICE UPGRADE CHARGE
ONE-TIME BILLING UPON COMPLETION OF UPGRADE

Total Recurring:

20Mbps METRO ETHERNET DATA TRANSPORT SERVICE

Total: \$14,875

Total: \$480/mo

ALL RATES SUBJECT TO APPLICABLE TAXES

CUSTOMER INFORMATION

Customer Name: ALACHUA COUNTY FIRE RESCUE SERVICES
(ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS)

Address: 1100 SE 27 STREET

City: GAINESVILLE

State: FLORIDA

Zip: 32641

Contact: KEITH GODWIN

Phone No.: 352.338.3285

e-mail: kgodwin@alachuacounty.us

BILLING INFORMATION

Billing Name: ALACHUA COUNTY FIRE RESCUE SERVICES
(ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS)

Address: PO BOX 548

ATTN: ACCOUNTS PAYABLE

City: GAINESVILLE

State: FLORIDA

Zip: 32602

Contact: KEITH GODWIN

Phone No.: 352.338.3285

e-mail: kgodwin@alachuacounty.us

THIS SERVICE AGREEMENT/SERVICE ORDER ("Agreement") is entered into on the date indicated by the above Ordered Date by and between the City of Gainesville, Gainesville Regional Utilities d/b/a GRUCom and the Customer indicated in the Customer Information section above. BY SIGNATURE BELOW, AND BY INITIALS AND DATES IN THE SPACES PROVIDED ON THE ATTACHED TERMS AND CONDITIONS, CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

BY: 
Title: RANDALL H. REID, COUNTY MANAGER
Date: 2/23/11

BY: 
Title: GRUCom Business Manager
Date: 2-MAR-2011

REMINDER: PLEASE INITIAL PAGES 2, 3 & 4

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

CUSTOMER	
INITIALS:	<i>Redd</i>
DATE:	<i>3/22/11</i>

GRUCom Service Agreement/Service Order
TERMS AND CONDITIONS

1. **Term of Agreement:** Pending available facilities, GRUCom hereby agrees to provide, and the Customer hereby agrees to purchase from GRUCom, telecommunications transmission service (the "Service") for the price(s) (the "Service Cost") specified in this Agreement, subject to the terms and conditions set forth herein. The term of this Agreement shall begin on the requested service date contained herein or at the time the transmission capacity hereunder first becomes available, whichever is later (the "Service Date"). At the expiration of the Initial Term specified in this Agreement, or of any extension thereof, the Agreement shall continue in effect on a month-to-month basis upon the same terms and conditions set forth herein unless terminated by either the Customer or GRUCom upon thirty (30) days prior written notice.
2. **Method of Payment:** Customer agrees to pay GRUCom, monthly in arrears, on the first day of each month, a recurring charge at the rate set forth under "Service Cost" in this Agreement for service provided in the preceding month. The non-recurring charge for installation contained under "Service Cost" is also due with the first such payment. Any payment received by GRUCom later than twenty (20) days after the due date shall be considered delinquent. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the provisions of §218, Part VII, Florida Statutes. (Local Government Prompt Pay Act).
3. **Additional Charges:** Any applicable federal, state, or local use, excise, sales or privilege taxes, duties or similar liabilities, chargeable to or against the Customer or GRUCom because of the Service provided Customer, shall be charged to and payable by the Customer in addition to the regular charges under this Agreement. It shall be the Customer's responsibility to secure and document any exemption from any tax or assessment on a continuous basis to the satisfaction of GRUCom. The failure of GRUCom to levy or collect any such tax or assessment does not relieve the Customer of the responsibility for the payment of such tax or assessment.
4. **Interruption of Service:** No credit shall be allowed for an interruption of six (6) hours or less per month in the case of a catastrophic interruption. Such interruption shall be deemed to have occurred in the event of a complete cable cut, an equipment enclosure fire, an explosion, or any other circumstance of an extraordinary or catastrophic nature. No credit shall be allowed for an interruption of two (2) hours or less in the case of a non-catastrophic interruption. When service provided includes more than one communication path, the interruption allowance shall apply only to the path(s) interrupted. If service is interrupted for more than 6 or 2 hours respectively, Customer may apply for a credit from the point it notifies GRUCom of interruption to the time service is continued. GRUCom shall have no obligation to provide alternative routing with respects to any transmission capacity provided pursuant to this Agreement.
5. **Use of Customer's Premises:** Customer will provide GRUCom with adequate space within its building or facility for the GRUCom equipment required to furnish the Service and will provide the necessary electrical power to operate the on site equipment. In addition, Customer will provide GRUCom with ingress and egress to the property, access to the building and conduit from the public right of way, if necessary, to the applicable equipment room for GRUCom installation of its cable or wire. All costs associated with any building modifications or conduit installation on the premises will be born by the Customer, unless there has been a prior agreement between the parties covering said costs. GRUCom will install its wire or cable once the Customer has provided for access. Where the premises are not owned by the Customer, Customer shall obtain all necessary approvals from the owner which will allow GRUCom to locate, install and maintain its equipment, cable and wire on the premises and to remove its equipment, cable and wire in the event of Customer's default of any of the provisions of this Agreement or at the termination of this Agreement.
6. **Ownership, Removal, Replacement and Maintenance of Equipment, Cable and Wire:** All equipment, cable and wire provided or installed by GRUCom shall remain the property of GRUCom. The Customer will cooperate and allow GRUCom access to the premises for normal and emergency maintenance, and if it is necessary to remove or replace any of the equipment, cable and wire.
7. **Force Majeure:** GRUCom shall not be liable for any failure of performance hereunder due to forces beyond its reasonable control, including but not limited to acts of God or acts of federal, state, or local government agencies, or of any civil or military authority, fire, lightning, floods, explosion, vandalism, labor disputes, severe weather conditions, or other similar occurrences.
8. **Termination/Suspension:** The Service provided Customer is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. GRUCom may also suspend or terminate service in the event of non-payment by Customer on or after any due date, and after ten (10) days' notice of non-payment to Customer by GRUCom until such time as Customer has paid all arrearage, including any interest as specified herein. During any such temporary suspension, and upon any such termination by GRUCom, no interruption shall be deemed to have occurred for purposes of Section 4, hereof.

CUSTOMER
INITIALS: <u>RAH</u>
DATE: <u>2/23/11</u>

9. **LIABILITY:** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or other provisions of §768.28, Florida Statutes.

10. **LIMITATION OF LIABILITY:** THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER GRUCom OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT GRUCom WILL NOT, IN ANY WAY, BE HELD RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM GRUCom MAY CONTRACT TO OPERATE VARIOUS AREAS OF THE SERVICE).

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE AND, WHERE APPLICABLE, THE INTERNET. GRUCom DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND GRUCom SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

11. **Limitations of Service:** Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer and shall not apply to any offering by Customer of services to Customer's customers.

12. **Assignment of Agreement:** The Customer's rights and interest hereunder may not be sold, transferred, assigned, pledged or hypothecated, without the prior written approval of GRUCom and Customer, which approval shall not be unreasonably withheld.

13. Miscellaneous:

(a) **Governing Law/ Severability.** The validity, construction, interpretation and enforceability of this Agreement are governed by the laws of the State of Florida. If any of the provisions of this Agreement shall be held invalid for any reason, the remainder of its terms shall remain in full force and effect.

(b) **Entire Agreement:** This Agreement and all other documents incorporated or referred to herein, contain the entire agreement of all the parties hereto and there are no representations, inducements or other provisions other than those expressed in writing herein. No modification of any provision of this Agreement shall be effective unless it is executed in writing by all parties hereto. The waiver, by GRUCom, or a breach by the Customer of any provision of this Agreement, shall not operate, or be construed as a waiver of any subsequent breach by the Customer.

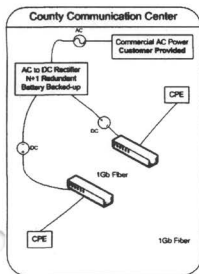
(c) **Annual Appropriation Contingency Statement:** If non ad-valorem funds are not available to finance this agreement, then the County may terminate this agreement at the end of the current fiscal period. The Alachua County Board of County Commissioners will be the final authority as to the availability of non ad-valorem funds. The County will pay GRUCom for all services rendered until the termination of the contract.

CUSTOMER

INITIALS: John

DATE: 2-13-11

Upgraded ACFR GRUCom Circuit ID GDETH110012AA Design Diagram



GRUCom Transport of Alachua County Fire Rescue Circuit Option 3

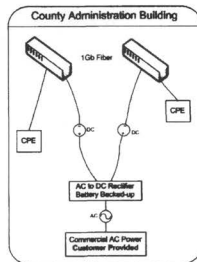
Last Revised 11 Jan 11

1Gb Fiber

Transport rings are as diverse as possible given available facilities



1Gb Fiber





Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
John D. Johnson

Director
Grants/Contracts Administrator

March 9, 2011

MEMORANDUM

To: Dave Donnelly
Public Safety

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on
March 8, 2011 & Received in Contracts March 8, 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 for your files.

EMERGENCY RESPONSE EDUCATORS AND CONSULTANTS, INC.
Continuing Services Agreement to provide Target Capabilities Assessment
Term: June 30, 2010 – April 30, 2012
Amount: Rate Based Account: 185-5430-525.31-93

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosures

cc: OMB
Finance & Accounting

JDJ/jcp



COUNTY MANAGER ITEM SUMMARY**ITEM DESCRIPTION:** Continuing Services Agreement with Contractor of Record: Emergency Response Educators and Consultants (EREC) Incorporated**DEPARTMENT:**

Fire Rescue

RETURN TO

Dave Donnelly

CONTACT: Dave Donnelly**PHONE #:** 264-6510**DOCUMENT(S) REQUIRING ACTION:** Two copies of the agreement**AMOUNT:** \$ 28,500.00**EXECUTIVE SUMMARY:**

The Department of Homeland Security is providing funds to the State of Florida to enhance the capability of the State to prepare for, respond to and recover from terrorist incidents that may involve Weapons of Mass Destruction (WMD). The State is re-allocating funds to Alachua County for the purpose of improving its capability to respond to and manage possible terrorist incidents. The FY 2009-2010 State Homeland Security Grant was originally intended to fund the development of a Catastrophic Incident Plan, delivery of the All Hazards Incident Management Team training and the development of a Resource Management Plan. However, after re-evaluating the County's needs, staff has determined that a Gap Analysis-Target Capability Assessment was a higher priority project. This assessment would give the County a baseline to work from in developing future projects, training, exercises and funding requests. Emergency Management requested and received permission from the State to change the project funded by this grant.

Due to the on-going need to conduct training and develop various response and recovery plans, Emergency Management has determined that having a Contractor of Record to hand off projects to would be the best way to complete the projects within the State agreement timelines.

BACKGROUND:

The Department of Homeland Security is providing financial assistance directly to each of the nation's states and territories through the FY 2009-2010 State Homeland Security Grant Program (SHSGP). This continued financial assistance is being provided to augment the capability of state and local agencies to prevent and respond to incidents of terrorism involving the use of chemical, biological, radiological, nuclear or explosive (CBRNE) weapons. Over the last six years, Alachua County has developed and exercised COOP plans, purchased a Critical Information Management Software, conducted National Incident Management System (NIMS) training, participated in a Pandemic Flu exercise series and expanded its Community Emergency Response Team (CERT) program. Most recently, the County was able to complete a Community-wide Post Disaster Re-development Plan and conducted an exercise series involving a joint City and County response to a dirty bomb.

ISSUES: There is no match requirement for this grant. However, funds received from the State Homeland Security Grant Program must be applied to those eligible activities as outlined in the Scope of Work of the Agreement. Additionally, all work must be completed by April 30, 2012.

ACTION

Recommendation: Staff recommends the County Manager execute the Agreement with EREC

BUDGETARY IMPACT

Recommendation: \$28,500.00

Funding Sources: State Homeland Security Grant Program

Associated Costs N/A

Account Code: 185-5430-525.31-93

ATTACHMENTS: (2) Original copies of the Continuing Services Agreement with Emergency Response Educators and Consultants.

**SUGGESTED
REFERENCE
MATERIAL:**

**DEPARTMENT
DIRECTOR**

CONTRACTS

OMB

LEGAL

**COUNTY MANAGER
DATE**

Joe *MB* *3/11/11*

[Signature]

[Signature]

RV

DM *3/8/11*

RECEIVED
2011 FEB 15 P 2:59
ALABAMA COUNTY OMB

CONTINUING SERVICES AGREEMENT

This Agreement is entered into this 8th day of March, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Emergency Response Educators and Consultants, Inc. doing business at 223 NE 58th Avenue, Suite 101, Ocala, Florida hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for **Target Capabilities Assessment** and,

Whereas, the Professional is qualified to provide these services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective on 6-30-10 and will continue until 4-30-12 unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for 16 additional 16 year terms at the terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:
 - 2.1. The Professional is professionally qualified to act as the professional for the Project and is qualified to provide the services required;
 - 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional until the Professional's duties hereunder have been fully satisfied;
 - 2.3. The Professional shall prepare all deliverables required by this Agreement including, but not limited to all training documents, assessment materials and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
 - 2.4. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of

all applicable federal, state and local codes and regulations.

2.5. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in Attachment "A". This Agreement standing alone does not authorize the performance of any work or require the County to place any orders for work.
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
 - 4.1. Provide access and assist in scheduling any meetings necessary to complete project.
 - 4.2. Communicate Available data and information on project objectives, constraints, budgetary limitations and time restraints.
 - 4.3. Where possible Available drawings, maps, specifications, schedules, reports, data and other information developed by Emergency Management, Alachua County and its municipalities and agencies which Emergency Management considers pertinent to the Contractor's responsibilities.
5. **Authorization For Services.** Authorization for performance of Professional services by the Professional under this Agreement shall be in the form of written Work Orders (also called a "Task Assignment") issued and executed by the County and signed by the Professional. A sample Work Order is attached hereto as Attachment "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The County makes no covenant or promise as to the number of available projects, nor that the Professional will perform any project for the County during the life of this Agreement. The County reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the County to be in the best interest of the County to do so.
 - 5.1. The Emergency Services Director is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders on behalf of the County.
 - 5.2. Change Orders to existing Work orders will be authorized by a Work Order Change Order (Attachment "B-1")
6. **Compensation.** The County agrees to compensate the Professional for the Professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then Professional shall be compensated in accordance with the rate schedule attached as Attachment "C". If a Work Order is issued for a

"Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

7. **Reimbursable Expenses.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order and to conditions, restrictions and limitations of § 112.061, Florida Statute. Reimbursable expenses may include actual expenditures made by the Professional, his employees or his Professional associates in the interest of the Project for the expenses listed in the following paragraphs:

- 7.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County;
- 7.2. Actual cost of long distance calls and telegrams;
- 7.3. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 7.4. Actual expense of reproductions, postage and handling of drawings and specifications.
- 7.5. If authorized in writing in advance by the County, the cost of other expenditures made by the Professional in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.
- 7.6. If the Professional's duties, obligations and responsibilities are materially changed through no fault of the Professional after execution of this Agreement, additional compensation shall be paid as provided in Exhibit "1"

8. **Payment.**

- 8.1. As a condition precedent for any payment, the Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Professional, which signature shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County

that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

David A. Donnelly
Alachua County Emergency Management
P.O. Box 548
Gainesville, Florida 32602

8.2. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

8.3. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

8.4. Payments shall be made to the following address:

Emergency Response Educators and Consultants, Inc.
233 NE 58th Avenue, Suite 101
Ocala, FL 34470-3406

9. Personnel.

9.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME

Lee Newsome

Teresa Newsome

Nancy Freeman

Erin Miller

Karen Harms

FUNCTION

Project Manager

Senior Planner

Planning Manager

Senior Planner

Administrative Assistant

9.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Emergency Management Director may authorize changes to this list in writing.

10. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested,

or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

County:

David A. Donnelly
Emergency Management Director
Alachua County Emergency Management
PO Box 548
Gainesville, FL 32602

Professional:

Teresa Newsome, President,
Emergency Response Educators and Consultants, Inc.
233 NE 58th Avenue, Suite 101
Ocala, FL 34470-3406

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
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

11. Default and Termination.

11.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Emergency Management 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 Professional.

11.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination

on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

11.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

- 12. Contract And Work Order In Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

13. Project Records.

13.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

13.2. 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. § 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

13.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly

identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

13.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

14. Ownership of Deliverables. All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

15. Insurance. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment "D".

16. Permits. The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

17. Laws & Regulations. The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

18. Indemnification.

18.1. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims,

etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its sub Professionals, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of this Agreement between the County and the Professional.

18.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

19. **Standard of Care.** The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the work required, the Professional shall furnish, at his own cost and expense, the work necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
20. **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.
21. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
22. **Independent Contractor.** In the performance of this Agreement, the Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

23. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
24. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
25. **Prohibition Against Contingent Fees.** As required by §287.055(56), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
26. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
27. **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.
28. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
29. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
30. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
31. **Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.
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. **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.

34. **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.
35. **Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

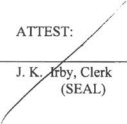
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ALACHUA COUNTY, FLORIDA

By: 

Randall H. Reid, County Manager
Alachua County, Florida

ATTEST:

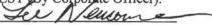

J. K. Arby, Clerk
(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

PROFESSIONAL:

ATTEST (By Corporate Officer).

By: 

Print: Lee Newsome

Title: CEO

By: 

Print: Teresa A. Newsome

Title: President

ATTACHMENT A: SCOPE OF SERVICES

The Professional will provide services to include but not be limited to assessments, training, planning and consulting services related to Emergency Response and the Emergency Operation Center for Alachua County.

ATTACHMENT B

WORK ORDER/TASK ASSIGNMENT NOTICE TO PROCEED

WORK ORDER NO.: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

PROFESSIONAL:.

PROFESSIONAL'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Professional to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Professional and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐]
- ☐] SCOPE OF SERVICES
- ☐] SPECIAL CONDITIONS

[] _____

The Professional shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [] the date written above or upon issuance of a [] Notice to Proceed by County and shall be completed within _____ () calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- [] fixed fee basis
- [] time basis method with a not-to-exceed amount
- [] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Professional shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____). In no event shall the Professional be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Professional shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$ _____). The Professional's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Professional is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$ _____) without prior written approval of the County. Such approval, if given by the County, shall indicate a new Limitation of Funds amount. The Professional shall advise the County whenever the Professional has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The County shall compensate the Professional for the actual work performed under this Work Order.

The County shall make payment to the Professional in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

PROFESSIONAL:

Witness

By: _____
signature

Title: _____
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

ATTACHMENT B-1

AMENDMENT #

NTP/Project #

Contractor:

Encumbrance #

Contract Manager:

Work Order Name #:

Work Order Description:

Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with Amendment:	

Original Completion Date	
New Completion Date	

By: _____
Date: _____

Alachua County:

Approved as to Form

Alachua County Attorney

Contractor: By: _____
Date: _____

ATTACHMENT C: FEE SCHEDULE
This needs to be added

EXHIBIT 1: Additional Services Fee Schedule

<u>NAME</u>	<u>FUNCTION</u>	<u>HOURLY RATE</u>
<i>Lee Newsome</i>	<i>Project Manager</i>	<i>\$150.00</i>
<i>Teresa Newsome</i>	<i>Senior Planner</i>	<i>\$125.00</i>
<i>Nancy Freeman</i>	<i>Planning Manager</i>	<i>\$95.00</i>

ATTACHMENT D: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- 2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County

D All Coverages

- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

**Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900**

April 26, 2011 Regular BoCC Meeting
Agenda Item #35

Title

North Florida Emulsions, Inc.: Change Order 1 to Purchase Order 110092. (Amended)

Amount

\$150,000.00

Description

Request approval of the Finance Report and Change Order 1 to Purchase Order 110092, issued to North Florida Emulsions, Inc., for liquid asphalt material to complete unimproved road projects for the fiscal year.

Recommendation

Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110092, issued to North Florida Emulsions, Inc. for liquid asphalt material.

Alternative(s)

That the Board Reject the Finance Report and the issuance of Change Order 1.

Requested By

Rick Hedrick/Larry M. Sapp

Originating Department

Public Works/Purchasing

Attachment(s) Description

Finance Report and Change Order

Documents Requiring Action

Finance Report and Change Order

Executive Summary

Change Order 1 for Purchase Order 110092, issued to North Florida Emulsions, Inc., for an increase of \$150,000.00 for additional road projects. The new purchase order total is \$300,000.00. Prices, terms and conditions are per Annual Bid #10-49; Annual Liquid Asphalt Material.

Background

Purchase Order 110092 to North Florida Emulsions, Inc., was issued October 5, 2010 for Annual Bid #10-49; Annual Liquid Asphalt Material, in the amount of \$150,000.00. Originally, the bid was issued equally to two vendors and since then one of the vendors has sold its business. The replacement vendor would not honor the previous vendor's price and submitted a higher price. This product is used in the chip seal process for unimproved roads. In order to keep the costs low and finish the projects scheduled for this fiscal year, we are requesting a change order in the amount of \$150,000 to the existing purchase order of \$150,000 to North Florida Emulsions, Inc. bringing the total purchase amount to \$300,000.

Issues

Rejecting this change order will inhibit the department's ability to serve Alachua County residents.

Fiscal Recommendation

Sufficient funds exist to cover the increase to the purchase order.

Fiscal Alternative(s)

\$0.00 - No change to existing Purchase Order amount.

Funding Sources

5-CNT LCL OPTION GAS TAX

Account Code(s)

350-7915-541.63-00

Attachment: 110092FR.pdf

Attachment: 110092PO.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

March 30, 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 #1 for Purchase Order #110092, issued to North Florida Emulsions, Inc., for an increase of \$150,000.00 for additional liquid asphalt materials. The new purchase order total is \$300,000.00. Prices, terms and conditions are per Annual Bid #10-49; Annual Liquid Asphalt Material.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 26th DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chairperson

ATTEST: [Signature]
Clerk

LS/mm



PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

110092

 ORDER DATE :
 REQ. NUMBER : 9/13/2010
 BID NUMBER : 0000054646
 BUYER :
 ACCOUNT NO. : DR KIGHT, CPM, C
 VENDOR NO. : 1001244

CHANGE NO. : 1

DATE : 9/30/2011

VENDOR I.D. #

V
E
N
D
O
RNORTH FLORIDA EMULSIONS INC
701 N MOODY ROAD #15
PALATKA FL 32177S
H
I
P
T
OALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D/BID	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		***** * * CHANGE ORDER * *****				
		A/BID #10-49: LIQUID ASPHALT PRODUCTS/UBO				
		EFFECTIVE DATE: 10/01/2010				
		EXPIRATION DATE: 9/30/2011				
		REMARKS:				
		CO #1 TO INCREASE PO #110092 BY \$150,000.00 FOR ADDITIONAL LIQUID ASHALT MATERIALS				
		ACCOUNT: 350-7915-541-63-00				
		ORIGINAL PO TOTAL: \$150,000.00				
		CHANGE ORDER #1: \$150,000.00				
		NEW REVISED TOTAL: \$300,000.00				
					NOT TO EXCEED	300000.00 **

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

April 26, 2011 Regular BoCC Meeting
Agenda Item #36

Title

W W Gay Fire and Integrated Systems, Inc.: Change Order 2 to Purchase Order 110197. (Amended)

Amount

\$8,000.00

Description

Request Approval of the Finance Report and Change Order 2 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc., for repairs to the fire sprinklers at the Criminal Courthouse.

Recommendation

Approve Change Order 2 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc. for repairs to the fire sprinklers at the Criminal Courthouse.

Alternative(s)

That the Board reject the Finance Report and Change Order #2 to Purchase Order #110197.

Requested By

Charlie Jackson/Larry M. Sapp

Originating Department

Facilities Management/Purchasing

Attachment(s) Description

Request that the Board approve the Finance Report and Change Order 2, to Purchase Order 110197, issued to W W Gay Fire & Integrated Systems, Inc., in the amount of \$8,000.00 and authorize the Chair's signature.

Documents Requiring Action

Blanket Purchase Order #110197 to W W Gay Fire & Integrated Systems, Inc., was approved September 22, 2010 for the purchase of fire sprinkler and risers inspections and maintenance services in accordance with prices, conditions and specifications of Annual Bid Renewal #09-215 for the amount of \$45,000.00. Change Order #2 will increase the Purchase Order by \$8,000.00 for a new purchase order total of \$56,000.00 Original PO Total : \$ 45,000.00 Change Order #1 : \$ 3,000.00 Change Order #2 : \$ 8,000.00 New Revised Total: \$56,000.00

Executive Summary

Rejecting this change order will inhibit the department's ability to serve Alachua County residents.

Background

Blanket Purchase Order #110197 to W W Gay Fire & Integrated Systems, Inc., was approved September 22, 2010 for the purchase of fire sprinkler and risers inspections and maintenance services in accordance with prices, conditions and specifications of Annual Bid Renewal #09-215 for the amount of \$45,000.00. Change Order #2 will increase the Purchase Order by \$8,000.00 for a new purchase order total of \$56,000.00 Original PO Total : \$ 45,000.00 Change Order #1 : \$ 3,000.00 Change Order #2 : \$ 8,000.00 New Revised Total: \$56,000.00

Issues

Rejecting this change order will inhibit the department's ability to serve Alachua County residents.

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)

001-1812-712.46-30

Attachment: 110197FR.pdf

Attachment: 110197PO.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

April 4, 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 #2, to Purchase Order #110197, issued to W W Gay Fire & Integrated Systems, Inc., for an increase of \$8,000.00 for repairs to the fire sprinklers at the Criminal Courthouse. The new purchase order total is \$56,000.00. Pricing, terms and conditions per Annual Bid Renewal #09-215.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 20 DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Chairperson

ATTEST:

[Signature]
Clerk

LS/mn



PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

110197

ORDER DATE :
 REQ. NUMBER : 9/19/2010
 BID NUMBER :
 BUYER :
 ACCOUNT NO. : PRINCESS BROWN,
 VENDOR NO. : SEE BELOW
 7905800

CHANGE NO. : 2

DATE : 9/09/2011

VENDOR I.D. #

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W W GAY FIRE & INTEGRATED SYS
 SYSTEMS INC.
 2500 NE 18TH TERRACE
 GAINESVILLE FL 32609

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ALACHUA COUNTY
 FACILITIES MANAGEMENT
 105 SE 1ST AVENUE
 SUITE 2B
 GAINESVILLE FL 32601-6893

ITEM	REQ'D	BO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

			* CHANGE ORDER				

3			CD #2 TO INCREASE PO #110197 BY \$8,000.00 FOR ADDITIONAL FIRE SPRINKLER & RISER INSPECTION & MAINTENANCE SERVICES	8000.00	NA	1.0000	8000.00
			REMARKS:				
			ORIGINAL PO TOTAL: \$45,000.00				
			CHANGE ORDER #1: \$ 3,000.00				
			CHANGE ORDER #2: \$ 8,000.00				
			NEW REVISED TOTAL: \$56,000.00				
			REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
			0000055081	7/23/2010	00118125194630		35000.00
			P/AB215/BO/11/FM/BENISE				
			TOTAL				56000.00

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- 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 COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

110197

ORDER DATE :
 REQ. NUMBER : 9/19/2010
 BID NUMBER :
 BUYER :
 ACCOUNT NO. : PRINCESS BROWN,
 VENDOR NO. : SEE BELOW

7705800

CHANGE NO.: 2

** CONTINUED **

DATE: 9/09/2011 VENDOR I.D. #

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ALACHUA COUNTY

ITEM	REQ'D/B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		***** * * CHANGE ORDER * *****				
		REQ. NO. DATE ACCOUNT NO. PROJECT AMOUNT				
		0000055081 7/23/2010 00118127124630 P/AB215/BO/11/FM/DENISE			10000.00	
		0000056033 3/08/2011 00118127124630 CO/PO/11/FM/DD			3000.00	
		0000056111 3/30/2011 00118127124630 CO/PO/11/FM/DD			8000.00	

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

April 26, 2011 Regular BoCC Meeting
Agenda Item #37

Title

SIRIUS: Finance Report and Purchase Order 111235 (Amended)

Amount

\$72,839.39

Description

Request approval for the Finance Report and issuance of Purchase Order 111235, issued to SIRIUS.

Recommendation

Approve the Finance Report and the issuance of Purchase Order 111235, issued to SIRIUS for the purpose of a San System upgrade.

Alternative(s)

That the Board reject the Finance Report and the issuance of Purchase Order #111235, issued to SIRIUS.

Requested By

Kevin Smith

Originating Department

ITS/Purchasing

Attachment(s) Description

Finance Report and Purchase Order

Documents Requiring Action

Finance Report and Purchase Order

Executive Summary

Approve the issuance of Purchase Order 111235 to SIRIUS, in the amount of \$72,839.39, for the purchase of a San System Upgrade and authorize the Chair's signature. Prices, terms and conditions are per the State of Florida Contract #250-000-09-1

Background

ITS requests this hardware, software and additional storage capacity to maintain a level of redundancy necessary for disaster recovery as well as provide disk capacity for existing and new applications, virtual desktop and server deployments. Recent SAN system failures have placed the County's data infrastructure recovery capabilities under severe stress. The network failures exposed weaknesses in the SAN / Disaster Recovery infrastructure and the urgency to resolve this problem to prevent future incidents from occurring.

Issues

To provide enhanced data storage capacity and upgrade the County Disaster Recovery hardware and software to provide exceptional response for business continuity plans in case of emergencies or natural disasters.

Fiscal Recommendation

Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)

n/a

Funding Sources

Tech Fund

Account Code(s)

327-1630-519.64-30

Attachment: 111235PO.pdf

Attachment: 111235FR.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

April 12, 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 #111235 to Sirius, in the amount of \$72,839.39, for the purchase of a San System Upgrade and authorize the Chair's signature. Prices, terms and conditions are per the State of Florida Contract : #250-000-09-1

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #111235, to Sirius, in the amount of \$72,839.39, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 20 DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Chairperson

ATTEST:

[Signature]
Clerk

LS:mm



PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

111235

ORDER DATE

4/08/2011

REQ. NUMBER

BID NUMBER

0000056082

BUYER

ACCOUNT NO.

CHRISTY WINTERS,

VENDOR NO.

32716305196430

1001527

V E N D O R	VENDOR I.D. #	S H I P T O
	SIRIUS	
	10752 DEERWOOD PARK BLVD	
	S	
	SUITE #100	
	JACKSONVILLE	FL 32256
	ALACHUA COUNTY	
	INFORMATION SERVICES	
	26 NE 1ST STREET	
	GAINESVILLE	FL 32601

TEM	REQ'D/NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		NETAPP HARDWARE UPGRADE VENDOR ITEM NO. - DS4243-R5 DSK SHLF,24X2.0TB,7.2K,SATA,10M3,RS,R5 * ITEM# DS4243-0748-24A-QS-R5	2.00	EA	34532.0000	69064.00
2		RACKMOUNT KIT,4-POST,UNIVERSAL,R6 VENDOR ITEM NO. - X5526A-R6	2.00	EA	37.0000	74.00
3		CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,2M VENDOR ITEM NO. - X6558-R6	4.00	EA	56.0000	224.00
4		CABLE,ETHERNET,2M RJ45 CAT6 VENDOR ITEM NO. - X6561-R6	4.00	EA	1.5000	6.00
5		POWER CABLE NORTH AMERICA,R6 VENDOR ITEM NO. - X800E-R6	4.00	EA	1.5000	6.00
6		SUPPORTEDGE PREMIUM 4HR ONSITE, W/O INSTALL VENDOR ITEM NO. - CS-02-NOINSTALL-4HR	2.00	EA	1361.0700	2722.14
7		NON REFUNDABLE DISK FEE VENDOR ITEM NO. - CS-NRD-FEE * FL STATE CONTRACT: #250-000-09-1	2.00	EA	371.6250	743.25

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
- PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
- MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
- 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.

111235

ORDER DATE :
REQ. NUMBER : 4/08/2011
BID NUMBER : 0000056082
BUYER :
ACCOUNT NO. : CHRISTY WINTERS
VENDOR NO. : 32716305196430
1001597

** CONTINUED **

V E N D O R	VENDOR I.D. #	S H I P T O
	SIRIUS	
		ALACHUA COUNTY

ITEM	REQUISITION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
7		NON REFUNDABLE DISK FEE * PRICING PER: TIM MARKOWSKI @ P: 904-394-2953 E: TIM.MARKOWSKI@SIRIUSCOM.COM COUNTY CONTACT: VIRGILIO VENSAMOYE 352.338.7316				
					TOTAL	72839.39

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. 65-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

April 26, 2011 Regular BoCC Meeting
Agenda Item #38

Title

Encore Broadcast: Finance Report and Purchase Order 111236 (Amended)

Amount

\$55,569.38

Description

Request approval for the Finance Report and issuance of Purchase Order 111236, issued to Encore Broadcast.

Recommendation

Approve the Finance Report and the issuance of Purchase Order 111236, issued to Encore Broadcast to upgrade to the Emergency Operation Center audio/visual.

Alternative(s)

That the Board reject the Finance Report and the issuance of Purchase Order 111236, issued to Encore Broadcast.

Requested By

Ed Bailey

Originating Department

Public Safety, Emergency Management/Purchasing

Attachment(s) Description

Finance Report and Purchase Order

Documents Requiring Action

Finance Report and Purchase Order

Executive Summary

Approve the issuance of Purchase Order 111236 to Encore Broadcast, in the amount of \$55,569.38, for the purchase of an audio/visual upgrade to the Emergency Operations Center and authorize the Chair's signature. Prices, terms and conditions are per the Hillsborough County School Board Bid #9156.

Background

On September 11, 2010, Alachua County activated the Emergency Operations Center (EOC) in preparation for the Koran Burning incident at Dove World Outreach Center. During the twelve hour activation several deficiencies with the current audio-visual system were noted. The EOC is the County's coordination point during disasters, in essence, the voice of government. The audio-visual system is a key component of the County's disaster readiness and resiliency. It is utilized during emergencies to conduct operational briefings with our partners, to provide real time situational awareness into the EOC and to monitor local media and conditions throughout a disaster. The current system has the capability of displaying maps, hazardous materials response software, as well as the County's WebEOC system. Additionally, it is also used for audio conferencing with local partners, Regional assets and the State EOC during activations. Furthermore, the system has the capability to receive video from the Sheriff's helicopter to provide site reconnaissance. Currently, the system can only broadcast up to three separate sources at one time. There have been new developments in the last two years that have changed the operational landscape. The City of Gainesville has recently built a Traffic Management Center and is willing to give us access to the cameras that make up the system.

Additionally, barring any new budget issues, the Florida Department of Transportation (FDOT) is planning on installing cameras on Interstate 75 at all of the Gainesville exits. This system would be available in the next 2-3 years. Both systems would aid in any response to traffic accidents involving Hazardous Materials. Unfortunately, the EOC does not have the display capacity to be able to view one or more cameras and the EOC systems mentioned above. For example, in order to broadcast the signal from the helicopter, we have to use a cable television input. So it is likely in any given scenario, that we may only have the capacity for one television channel, one map display and the helo feed. Our vendor's proposed solution involves replacing the plasma displays with projectors that will display on whiteboards. The plasmas will be relocated to the Situation Room and the display equipment from there going to equip the County's alternate EOC. In addition to the two projectors, we are asking for the vendor to give us the ability to display four sources to the main projector. In order to do this, we have to replace the current mixer that has a capacity of 8 inputs with one that has the capacity for 16. This leads to another issue of interoperability. The Crestron unit which is the brains of the system is 10 years old and cannot handle the additional inputs. In fact, technicians are no longer trained to program or repair our Crestron model. Therefore, it would need to be replaced as well.

Issues

The funding is available through grant and contract work with the State. Not approving the upgrades could hinder future disaster operations.

Fiscal Recommendation

Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)

n/a

Funding Sources

EMPG (Federal) Fund and EMPA (State) Fund

Account Code(s)

088-5430-525.52-01, 088-5430-525.52-02, 088-5430-525.52-99, 088-5430-525.64-30, 193-5430-525.31-93, 193-5430-525.46-30, 193-5430-525.52-02, 193-5430-525.52-35

Attachment: 111236FR.pdf

Attachment: 111236PO.pdf



Alachua County Department of Administrative Services Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

April 12, 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 #111236 to Encore Broadcast, in the amount of \$55,569.38, for the purchase of an audio/visual upgrade to the Emergency Operations Center and authorize the Chair's signature. Prices, terms and conditions are per the Hillsborough County School Board Bid #9156.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of Purchase Order #111236, to Encore Broadcast, in the amount of \$55,569.38, and authorize the Chairperson to sign the purchase order.

APPROVED THIS 26 DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: [Signature]

Chairperson

ATTEST:

[Signature]
Clerk

LS:mm



PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

111236

ORDER DATE :
 REQ. NUMBER : 4/08/2011
 BID NUMBER :
 BUYER :
 ACCOUNT NO. : CHRISTY WINTERS,
 VENDOR NO. : SEE BELOW
 16017

V E N D O R	VENDOR I.D. # ☐	S H I P T O
	ENCORE BROADCAST 2104 WEST KENNEDY BLVD TAMPA FL 33606-1535	
		ALACHUA COUNTY EMERGENCY OPERATIONS CTR 1100 SE 27TH ST GAINESVILLE FL 32641

ITEM	RECD/BO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1		AUDIO/VIDEO UPGRADE TO THE EMERGENCY OPERATIONS CENTER LOCATED AT 1100 SE 27TH STREET, GAINESVILLE, FLORIDA. - SEE PROFORMA INVOICE FROM ENCORE BROADCAST EQUIPMENT SALES, INC. - REFERENCE: HILLSBOROUGH COUNTY SCHOOL BOARD BID # 9156 - OFFER VALID: DECEMBER 2011 - THIS IS BEING PAID FOR OUT OF EMERGENCY MANAGEMENT GRANT FUNDS. * VENDOR CONTACT: DOUG TAYLOR (813) 253-2774 ACDCPS CONTACT: DAVID DONNELLY (352) 265-610 * REMIT INVOICE(S) TO: ALACHUA CTY DEPT OF PUBLIC SAFETY ATTN: SENIOR ADMINISTRATIVE ASSISTANT PO BOX 548 GAINESVILLE FL 32602 (352) 384-3126	55569.38	EA	1.0000	55569.38
TOTAL						55569.38

BILLING INSTRUCTIONS TO VENDOR:

- ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
 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 COMMISSIONERSP.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO.

111236

ORDER DATE :
REQ. NUMBER : 4/08/2011
BID NUMBER :
BUYER :
ACCOUNT NO. : CHRISTY WINTERS,
VENDOR NO. : SEE BELOW
16017

** CONTINUED **

V E N D O R	VENDOR I.D. #	S H I P T O	
	ENCORE BROADCAST		ALACHUA COUNTY

ITEM	REQ'D/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		REQ. NO. DATE ACCOUNT NO. PROJECT AMOUNT				
		0000056008 3/02/2011 08854305255201 W/PQ/11/FS/TJJ 585.63				
		0000056008 3/02/2011 08854305255202 W/PQ/11/FS/TJJ 2415.70				
		0000056008 3/02/2011 08854305255299 W/PQ/11/FS/TJJ 571.20				
		0000056008 3/02/2011 08854305256430 W/PQ/11/FS/TJJ 39908.35				
		0000056008 3/02/2011 19354305253193 W/PQ/11/FS/TJJ 2750.00				
		0000056008 3/02/2011 19354305254630 W/PQ/11/FS/TJJ 6950.00				
		0000056008 3/02/2011 19354305255202 W/PQ/11/FS/TJJ 1309.00				
		0000056008 3/02/2011 19354305255235 W/PQ/11/FS/TJJ 1079.50				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. 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 26, 2011 Regular BoCC Meeting
Agenda Item #39

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 Disaster 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:

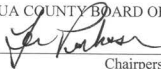
That the Board approve the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. TAG Grinding Services, Inc.
2. AshBritt, Inc.
3. CrowderGulf Joint Venture, Inc.

APPROVED THIS 26 DAY OF April, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____



Chairperson

ATTEST:



Clerk

LMS/mm

April 26, 2011 Regular BoCC Meeting
Agenda Item #40

Title

Opposition of preemption of Local Environmental Ordinances (Amended)

Amount

N/A

Description

Request adoption of a Resolution urging the State Legislature to respect the constitutional and statutory Home Rule Authority of local governments with respect to the enactment, monitoring and enforcement of environmental protection ordinances

Recommendation

Adopt Resolution urging the State Legislature to respect the constitutional and statutory Home Rule Authority of local governments with respect to the enactment, monitoring and enforcement of environmental protection ordinance.

Alternative(s)

Do not adopt Resolution

Requested By

Gus Olmos, 264-6806

Originating Department

Environmental Protection

Attachment(s) Description

Resolution 11 – House Bill 457 Senate Bill 606 Letter from the City of Sanibel EPAC Letter

Documents Requiring Action

Resolution 11 –

Executive Summary

This request is for the approval of a Resolution urging the State Legislature to respect the constitutional and statutory home rule authority of local governments with respect to the enactment, monitoring and enforcement of environmental protection ordinances; specifically House Bill 457 and Senate Bill 606 preempting to local regulation fertilizers

Background

On September 22nd, 2009, Alachua County adopted the Fertilizer Standards and Management Practices Code. The adopted Code is modeled after the Florida Department of Environmental Protection "Model Code". The State Legislature is currently considering legislation aimed at restricting and preempting the local regulation of fertilizers. As drafted, the proposed Bills will not immediately impact the Alachua County's Fertilizer Code; however they would severely restrict the County's ability to adopt more stringent requirements in the future. On March 21st, 2009, the BoCC received a letter from the City of Sanibel addressing this issue and requesting that the BoCC take action in support of Home Rule Authority. At their regular meeting on April 5th, 2009, the Environmental Protection Advisory Committee approved a letter in opposition of the proposed Bills and requested that the BoCC adopt a Resolution in opposition of the proposed Bills.

Issues

1. Adoption of House Bill 457 and Senate Bill 606 will reduce Alachua County's Home Rule Authority with respect to the enactment, monitoring and enforcement of environmental protection ordinances 2. As drafted, the proposed Bills will not immediately impact the Alachua County's Fertilizer Code; however they would severely restrict the County's ability to adopt more stringent requirements in the future

Fiscal Recommendation

Not applicable

Fiscal Alternative(s)

Not applicable

Funding Sources

Not applicable

Account Code(s)

Not applicable

Attachment: SB606.pdf

Attachment: HomeRuleResolution.pdf

Attachment: HB457.pdf

Attachment: EPACLetter.pdf

Attachment: LetterfromSanibel.pdf

**Alachua County
Board of County Commissioners**

RESOLUTION 11-36

A RESOLUTION STRONGLY URGING THE STATE LEGISLATURE TO RESPECT THE CONSTITUTIONAL AND STATUTORY HOME RULE AUTHORITY OF LOCAL GOVERNMENTS WITH RESPECT TO THE ENACTMENT, MONITORING AND ENFORCEMENT OF ENVIRONMENTAL PROTECTION ORDINANCES, DIRECTING THE COUNTY MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE STATE SENATE PRESIDENT AND THE STATE HOUSE SPEAKER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 1(g), Florida Constitution, provides that charter counties have all powers of local self government not inconsistent with general law; and,

WHEREAS, Alachua County has historically recognized the need for the enactment, monitoring and enforcement of local environmental protection ordinances; and,

WHEREAS, in 2009, the County adopted an ordinance which regulates the indiscriminate use of fertilizers in urban landscapes to better protect drinking waters supplies, springs, and other waterways; and,

WHEREAS, approximately 50 local government jurisdictions have enacted ordinances to reasonably regulate the excessive use of fertilizer in urban landscapes; and,

WHEREAS, there are currently proposed State legislative bills which will completely preempt the authority of all local government jurisdictions to reasonably regulate the application of fertilizers; and,

WHEREAS, it is critical that the State legislature respect the constitutional and statutory Home Rule authority of local government jurisdictions and understand that the regulation of these issues can only be effective if they are enacted, monitored and enforced at the local jurisdiction level;

NOW, THEREFORE, BE IT RESOLVED by the Alachua County Board of County Commissioners, that:

SECTION 1.

(a) It is hereby requested that the Florida Legislature refrain from any preemption of local government authority and respect local governments' constitutional and statutory Home Rule powers with respect to the enactment, monitoring and enforcement of environmental protection ordinances.

(b) In the event that any legislation is enacted by the State legislature contrary to the above request, it is strongly urged that the State legislature leave all existing local ordinances fully

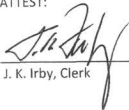
intact and "grandfathered" in their entirety and, further, that all local jurisdictions be authorized to adopt more restrictive regulations than those enacted in any "State Model" or statewide regulation.

SECTION 2. The County Manager is hereby directed to forward a copy of this Resolution to Governor Scott, State Senate President Michael Haridopolos, Speaker of the State House of Representatives Dean Cannon, and the local legislative delegation.

SECTION 3. Effective date. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED in regular session, this 10 day of May, 2011

ATTEST:



J. K. Irby, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

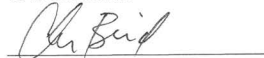
By:


Lee Pinkoson, Chair

APPROVED AS TO FORM


Alachua County Attorney

DEPARTMENTAL APPROVAL
AS TO CORRECTNESS


Chris Bird, Director
Environmental Protection

April 6, 2011

Honorable Lee Pinkoson, Chair
Alachua County Board of Commissioners

Dear Chair Pinkoson and Commissioners:

In 2008, the Florida legislature adopted a statute regulating application of fertilizers on urban landscapes. The statute promoted local adoption of a "Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes" while recognizing that local conditions may "necessitate the implementation of additional or more stringent fertilizer management practices at the local government level." In 2009, our County Commission adopted the Model Ordinance.

Two bills (H.B. 457 and S. 606) currently moving through the Committee process in Tallahassee would gut any local flexibility to modify its fertilizer regulations in light of new scientific findings or changed environmental conditions. The purpose of the bills is ostensibly to "ensure uniform health safety standards". In fact, the impact of fertilizers on Florida waters is anything but uniform. Should they become necessary, sensible regulations beyond the provisions contained in the Model Ordinance would best be implemented locally.

In 2008, EPAC communicated its support for the Model Ordinance to the Commission, while noting that additional information might require consideration of greater environmental protection in the future. What considerations might lead a future Commission to consider other conditions on the use of urban fertilizers? One example might be a State or County program to improve the degraded water quality of our local springs. Another might be a Federal or State mandate to comply with new environmental standards for clean-up of surface waters.

EPAC members would urge you to convey your opposition to H.B. 457 and S. 606 to our State legislature. Both of these bills would impose an inflexible State-wide approach to fertilizer regulation which would nullify the Home Rule authority of current and future Commissions to protect Alachua County citizens and our local environment.

Sincerely,

Bob Palmer, Chairman
Environmental Protection Advisory Committee

Received: Commission Office
Date: 3/21/11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
Chris Bird - EPD

March 9, 2011

**RE: Home Rule Authority to Protect Local Waters from Excess
Nitrogen and Phosphorus**

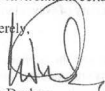
Dear Local Public Officials:

This letter is being sent to you because your local government has enacted legislation, or is considering the enactment of legislation, to reduce the excessive amounts of nitrogen and phosphorus entering your jurisdiction's waterways, its lakes and rivers or its bays and estuaries. Your jurisdiction, along with dozens of other local governments, knows that reducing and protecting against algae blooms, red tide and fish kills is not just about the environment; it is about the primary resource that is the lifeblood of our economic engine, including tourism, ecotourism, sport and commercial fishing and ultimately our quality of life in Florida.

There will be a concerted effort in this year's state legislative session to undo what you have done in terms of protecting your local waterways. A state "model ordinance" will be proposed that will preempt your local government's right to protect its citizens and their waterways by regulating the introduction of nitrogen and phosphorus which occurs during excess fertilization of lawns. The proponents of the new state law, which will override your efforts of the past years and take away your local government rights to regulate in the future, will argue their position using such catch phrase words as "ease of regulation", "uniformity" and "cost savings to the public." The fact of the matter, however, is that this issue will not be effectively addressed with a "model" state ordinance; it will only be addressed effectively at the local jurisdiction level.

If we collectively fail to act, our Home Rule authority in this area will be eviscerated and our ability to regulate locally to protect our citizens and our local waters will be preempted completely by the state legislature. Please contact your local legislative delegation and other legislators and make it clear where you stand on this issue. The state legislature has many important priorities this legislative session. Taking away local governments' right to legislate for the protection of our local citizens, our local economy and our local environment certainly should not be one of them.

Sincerely,


Mick Denham
Vice Mayor



City of Sanibel

800 Dunlop Road
Sanibel, Florida 33957-4096

www.mysanibel.com

AREA CODE - 289

CITY COUNCIL	472-4135
ADMINISTRATIVE	472-4700
BUILDING	472-4555
EMERGENCY MANAGEMENT	472-3111
FINANCE	472-9645
LEGAL	472-4359
NATURAL RESOURCES	472-4700
RECREATION	472-0845
PLANNING	472-4136
POLICE	472-3111
PUBLIC WORKS	472-6497

CITY OF SANIBEL

RESOLUTION 11-031

A RESOLUTION STRONGLY URGING THE STATE LEGISLATURE TO RESPECT THE CONSTITUTIONAL AND STATUTORY HOME RULE AUTHORITY OF LOCAL GOVERNMENTS WITH RESPECT TO THE ENACTMENT, MONITORING AND ENFORCEMENT OF NITROGEN AND PHOSPHORUS CONTROL ORDINANCES, WHICH INCLUDE PROHIBITIONS ON EXCESSIVE FERTILIZATION OF LAWNS AND RULES REASONABLY RELATED THERETO; DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE GOVERNOR, THE STATE SENATE PRESIDENT AND THE STATE HOUSE SPEAKER; DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE OVER 50 LOCAL GOVERNMENT JURISDICTIONS WHO HAVE ENACTED REASONABLE REGULATIONS ATTEMPTING TO LIMIT EXCESSIVE NITROGEN AND PHOSPHORUS ENTERING THEIR LOCAL WATERWAYS THROUGH OVER FERTILIZATION OF LAWNS AND OTHER VEGETATION, AS WELL AS THOSE JURISDICTIONS THAT ARE CONSIDERING SUCH LEGISLATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanibel has recognized the detrimental effects of the introduction of excessive amounts of nitrogen and to some extent phosphorus into the local bays and estuaries surrounding Sanibel Island; and

WHEREAS, in 2007, the City adopted an ordinance which regulates the indiscriminate use of fertilizers which invariably, primarily through run-off, enter our local waterways; and

WHEREAS, excessive nitrogen has been directly linked to harmful nuisance drift algal blooms on area beaches, fish kills and other abnormal or exacerbated events in our surrounding rivers, bays and estuaries; and

WHEREAS, a two-year scientific study was jointly commissioned by the City of Sanibel, the Lee County Board of County Commissioners, the Lee County Tourist Development Council, and the West Coast Inland Navigation District to investigate Bioavailability and Sources of Nutrients and Linkages to Nuisance Drift Algae; and

WHEREAS, the study was conducted by a team of scientists from Florida Gulf Coast University, the Sanibel-Captva Conservation Foundation, the University of Miami, Woods Hole Oceanographic Institution, the University of New Hampshire, and Nova Southeastern University; and

WHEREAS, the study found that nitrogen was the primary nutrient limiting the growth of microalgae and macroalgae in the waters surrounding Sanibel Island, and that a majority of the nitrogen is coming from Lake Okeechobee and the eastern portion of the Caloosahatchee watershed; and

WHEREAS, nitrogen reduction strategies to address both inorganic and organic forms are critical to mitigate microalgal and macroalgal blooms in the Caloosahatchee River and Estuary and surrounding waters of Sanibel Island; and

WHEREAS, approximately 50 local government jurisdictions have enacted ordinances to reasonably regulate the excessive use of fertilizer and the attendant introduction of nitrogen and phosphorus into the local waterways of their jurisdiction; and

WHEREAS, there are currently proposed State legislative bills which will completely preempt the authority of all local government jurisdictions to reasonably regulate fertilizer and the introduction of nitrogen and phosphorus into local waterways; and

WHEREAS, it is critical that the State legislature respect the constitutional and statutory Home Rule authority of local government jurisdictions and understand that the regulation of these issues can only be effective if they are enacted, monitored and enforced at the local jurisdiction level;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida, that:

SECTION 1.

(a) It is hereby requested that the Florida Legislature refrain from any preemption of local government authority and respect local governments' constitutional and statutory Home Rule powers with respect to the enactment, monitoring and enforcement of nitrogen and phosphorus control ordinances, which include prohibitions on excessive fertilization of lawns and rules reasonably related thereto.

(b) In the event that any legislation is enacted by the State legislature contrary to the above request, it is strongly urged that the State legislature leave all existing local ordinances fully intact and "grandfathered" in their entirety and, further, that all local jurisdictions be authorized to adopt more restrictive regulations than those enacted in any "State Model" or statewide regulation.

SECTION 2. The City Manager is hereby directed to forward a copy of this Resolution to Governor Scott, State Senate President Michael Haridopolos, Speaker of the State House of Representatives Dean Cannon, and the local legislative delegation.

SECTION 3. The City Manager is hereby directed to forward a copy of this Resolution to the over 50 local government jurisdictions who have enacted reasonable regulations attempting to limit the excessive nitrogen and phosphorus entering their local waterways through over fertilization of lawns and similar vegetation, as well as those jurisdictions that are considering such legislation.

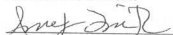
SECTION 4. Effective date.

This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the City Council of the City of Sanibel, Florida, this 15th day of March, 2011.


Mayor

AUTHENTICATION:


Pamela Smith, City Clerk

APPROVED AS TO FORM:


Kenneth B. Cuyler, City Attorney

3/9/11
Date

Vote of Council Members:

<u>Ruane</u>	<u>yea</u>
<u>Denham</u>	<u>yea</u>
<u>Congress</u>	<u>yea</u>
<u>Harrity</u>	<u>yea</u>
<u>Jennings</u>	<u>yea</u>

Date filed with City Clerk: March 15, 2011

CS/HB 457

2011

1 A bill to be entitled
2 An act relating to fertilizer; amending s. 403.9336, F.S.;
3 deleting legislative findings relating to the
4 implementation by local governments of certain fertilizer
5 management practices; amending s. 403.9337, F.S.; deleting
6 authority for certain counties and municipalities to adopt
7 fertilizer management practices more stringent than
8 standards of a specified model ordinance; amending ss.
9 570.07 and 576.181, F.S.; requiring the Department of
10 Agricultural and Consumer Services to regulate the sale,
11 composition, formulation, packaging, use, application, and
12 distribution of fertilizer; preempting such regulation of
13 fertilizer to the state and the department; specifying
14 that such regulation of fertilizer by counties,
15 municipalities, and other political subdivisions is void;
16 authorizing county and municipal governments to enforce
17 the model ordinance; providing an effective date.

18
19 Be It Enacted by the Legislature of the State of Florida:

20
21 Section 1. Section 403.9336, Florida Statutes, is amended
22 to read:

23 403.9336 Legislative findings.—The Legislature finds that
24 the implementation of the Model Ordinance for Florida-Friendly
25 Fertilizer Use on Urban Landscapes (2008), which was developed
26 by the department in conjunction with the Consumer Fertilizer
27 Task Force, the Department of Agriculture and Consumer Services,
28 and the University of Florida Institute of Food and Agricultural

Page 1 of 6

CODING: Words stricken are deletions; words underlined are additions.

hb0457-01-c1

CS/HB 457

2011

29 Sciences, will assist in protecting the quality of Florida's
30 surface water and groundwater resources. ~~The Legislature further~~
31 ~~finds that local conditions, including variations in the types~~
32 ~~and quality of water bodies, site-specific soils and geology,~~
33 ~~and urban or rural densities and characteristics, may~~
34 ~~necessitate the implementation of additional or more stringent~~
35 ~~fertilizer management practices at the local government level.~~

36 Section 2. Section 403.9337, Florida Statutes, is amended
37 to read:

38 403.9337 Model Ordinance for Florida-Friendly Fertilizer
39 Use on Urban Landscapes. Except as otherwise provided in ss.
40 570.07(41) and 576.181(5):

41 (1) All county and municipal governments are encouraged to
42 adopt and enforce the Model Ordinance for Florida-Friendly
43 Fertilizer Use on Urban Landscapes or an equivalent requirement
44 as a mechanism for protecting local surface and groundwater
45 quality.

46 (2) Each county and municipal government located within
47 the watershed of a water body or water segment that is listed as
48 impaired by nutrients pursuant to s. 403.067, shall, ~~at a~~
49 ~~minimum,~~ adopt the department's Model Ordinance for Florida-
50 Friendly Fertilizer Use on Urban Landscapes. ~~A local government~~
51 ~~may adopt additional or more stringent standards than the model~~
52 ~~ordinance if the following criteria are met:~~

53 ~~(a) The local government has demonstrated, as part of a~~
54 ~~comprehensive program to address nonpoint sources of nutrient~~
55 ~~pollution which is science-based, and economically and~~
56 ~~technically feasible, that additional or more stringent~~

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2011

~~standards than the model ordinance are necessary in order to adequately address urban fertilizer contributions to nonpoint source nutrient loading to a water body.~~

~~(b) The local government documents that it has considered all relevant scientific information, including input from the department, the institute, the Department of Agriculture and Consumer Services, and the University of Florida Institute of Food and Agricultural Sciences, if provided, on the need for additional or more stringent provisions to address fertilizer use as a contributor to water quality degradation. All documentation must become part of the public record before adoption of the additional or more stringent criteria.~~

~~(3) Any county or municipal government that adopted its own fertilizer use ordinance before January 1, 2009, is exempt from this section. Ordinances adopted or amended on or after January 1, 2009, must substantively conform to the most recent version of the model fertilizer ordinance and are subject to subsections (1) and (2), as applicable.~~

(3)~~(4)~~ This section does not apply to the use of fertilizer on farm operations as defined in s. 823.14 or on lands classified as agricultural lands pursuant to s. 193.461.

Section 3. Subsection (16) of section 570.07, Florida Statutes, is amended, present subsection (41) is renumbered as subsection (42), and a new subsection (41) is added to that section, to read:

570.07 Department of Agriculture and Consumer Services; functions, powers, and duties.—The department shall have and exercise the following functions, powers, and duties:

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2011

- (16) To enforce the state laws and rules relating to:
- (a) Fruit and vegetable inspection and grading.~~+~~
 - (b) Pesticide spray, residue inspection, and removal.~~+~~
 - (c) Registration, labeling, inspection, and analysis of commercial stock feeds and commercial fertilizers.~~+~~
 - (d) Classification, inspection, and sale of poultry and eggs.~~+~~
 - (e) Registration, inspection, and analysis of gasolines and oils.~~+~~
 - (f) Registration, labeling, inspection, and analysis of pesticides.~~+~~
 - (g) Registration, labeling, inspection, germination testing, and sale of seeds, both common and certified.~~+~~
 - (h) Weights, measures, and standards.~~+~~
 - (i) Foods, as set forth in the Florida Food Safety Act.~~+~~
 - (j) Inspection and certification of honey.~~+~~
 - (k) Sale of liquid fuels.~~+~~
 - (l) Licensing of dealers in agricultural products.~~+~~
 - (m) Administration and enforcement of all regulatory legislation applying to milk and milk products, ice cream, and frozen desserts.~~+~~
 - (n) Recordation and inspection of marks and brands of livestock.~~+~~~~and~~
 - (o) Regulation of fertilizer, including the sale, composition, formulation, packaging, and distribution thereof.
 - (p) Regulation of the use and application of fertilizer.
 - (q)(e) All other regulatory laws relating to agriculture.

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113 In order to ensure uniform health and safety standards, the
114 adoption of standards and fines in the subject areas of
115 paragraphs (a)-(o) ~~(a)-(n)~~ is expressly preempted to the state
116 and the department. Any local government enforcing the subject
117 areas of paragraphs (a)-(o) ~~(a)-(n)~~ must use the standards and
118 fines set forth in the pertinent statutes or any rules adopted
119 by the department pursuant to those statutes. In order to ensure
120 uniform health safety standards and fines in the regulation of
121 the use and application of fertilizer, all county or municipal
122 governments may enforce the Model Ordinance for Florida-Friendly
123 Fertilizer Use on Urban Landscapes as provided in s. 403.9337
124 within their respective jurisdictions.

125 (41) The department has exclusive authority to regulate
126 the sale, composition, formulation, packaging, use, application,
127 and distribution of fertilizer under chapter 576. This
128 subsection expressly preempts such regulation of fertilizer to
129 the state and the department. Such regulation of fertilizer by a
130 county, municipality, or other political subdivision is void,
131 regardless of when adopted.

132 Section 4. Subsection (5) is added to section 576.181,
133 Florida Statutes, to read:

134 576.181 Administration; rules; procedure; preemption.—

135 (5) The department has exclusive authority to regulate the
136 sale, composition, formulation, packaging, use, application, and
137 distribution of fertilizer. This subsection expressly preempts
138 such regulation of fertilizer to the state and the department.
139 Such regulation of fertilizer by a county, municipality, or
140 other political subdivision is void, regardless of when adopted.

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2011

141 All county or municipal governments may enforce the Model
 142 Ordinance for Florida-Friendly Fertilizer Use on Urban
 143 Landscapes as provided in s. 403.9337 within their respective
 144 jurisdictions.

145 Section 5. This act shall take effect July 1, 2011.

By the Committee on Agriculture; and Senator Evers

575-02431-11

2011606c1

1 A bill to be entitled
2 An act relating to fertilizer; amending s. 403.9336,
3 F.S.; deleting legislative findings relating to the
4 implementation by local governments of certain
5 fertilizer management practices; amending s. 403.9337,
6 F.S.; deleting authority for certain counties and
7 municipalities to adopt fertilizer management
8 practices more stringent than standards of a specified
9 model ordinance; amending ss. 570.07 and 576.181,
10 F.S.; requiring the Department of Agriculture and
11 Consumer Services to regulate the sale, composition,
12 formulation, packaging, use, application, and
13 distribution of fertilizer; preempting such regulation
14 of fertilizer to the state and the department;
15 specifying that such regulation of fertilizer by
16 counties, municipalities, and other political
17 subdivisions is void; authorizing local governments to
18 provide enforcement of the provisions of the model
19 ordinance; providing an effective date.

20
21 Be It Enacted by the Legislature of the State of Florida:

22
23 Section 1. Section 403.9336, Florida Statutes, is amended
24 to read:

25 403.9336 Legislative findings.—The Legislature finds that
26 the implementation of the Model Ordinance for Florida-Friendly
27 Fertilizer Use on Urban Landscapes (2008), which was developed
28 by the department in conjunction with the Consumer Fertilizer
29 Task Force, the Department of Agriculture and Consumer Services,

575-02431-11

2011606c1

30 and the University of Florida Institute of Food and Agricultural
31 Sciences, will assist in protecting the quality of Florida's
32 surface water and groundwater resources. ~~The Legislature further~~
33 ~~finds that local conditions, including variations in the types~~
34 ~~and quality of water bodies, site-specific soils and geology,~~
35 ~~and urban or rural densities and characteristics, may~~
36 ~~necessitate the implementation of additional or more stringent~~
37 ~~fertilizer management practices at the local government level.~~

38 Section 2. Section 403.9337, Florida Statutes, is amended
39 to read:

40 403.9337 Model Ordinance for Florida-Friendly Fertilizer
41 Use on Urban Landscapes. Except as otherwise provided in ss.
42 570.07(41) and 576.181(5):

43 (1) All county and municipal governments are encouraged to
44 adopt and enforce the Model Ordinance for Florida-Friendly
45 Fertilizer Use on Urban Landscapes or an equivalent requirement
46 as a mechanism for protecting local surface and groundwater
47 quality.

48 (2) Each county and municipal government located within the
49 watershed of a water body or water segment that is listed as
50 impaired by nutrients pursuant to s. 403.067, shall, ~~at a~~
51 ~~minimum,~~ adopt the department's Model Ordinance for Florida-
52 Friendly Fertilizer Use on Urban Landscapes. ~~A local government~~
53 ~~may adopt additional or more stringent standards than the model~~
54 ~~ordinance if the following criteria are met:~~

55 (a) ~~The local government has demonstrated, as part of a~~
56 ~~comprehensive program to address nonpoint sources of nutrient~~
57 ~~pollution which is science-based, and economically and~~
58 ~~technically feasible, that additional or more stringent~~

575-02431-11

2011606c1

standards than the model ordinance are necessary in order to adequately address urban fertilizer contributions to nonpoint source nutrient loading to a water body.

~~(b) The local government documents that it has considered all relevant scientific information, including input from the department, the institute, the Department of Agriculture and Consumer Services, and the University of Florida Institute of Food and Agricultural Sciences, if provided, on the need for additional or more stringent provisions to address fertilizer use as a contributor to water quality degradation. All documentation must become part of the public record before adoption of the additional or more stringent criteria.~~

~~(3) Any county or municipal government that adopted its own fertilizer use ordinance before January 1, 2009, is exempt from this section. Ordinances adopted or amended on or after January 1, 2009, must substantively conform to the most recent version of the model fertilizer ordinance and are subject to subsections (1) and (2), as applicable.~~

~~(3)(4)~~ This section does not apply to the use of fertilizer on farm operations as defined in s. 823.14 or on lands classified as agricultural lands pursuant to s. 193.461.

Section 3. Subsection (16) of section 570.07, Florida Statutes, is amended, present subsection (41) of that section is renumbered as subsection (42), and a new subsection (41) is added to that section, to read:

570.07 Department of Agriculture and Consumer Services; functions, powers, and duties.—The department shall have and exercise the following functions, powers, and duties:

(16) To enforce the state laws and rules relating to:

575-02431-11

2011606c1

- (a) Fruit and vegetable inspection and grading.~~+~~
(b) Pesticide spray, residue inspection, and removal.~~+~~
(c) Registration, labeling, inspection, and analysis of commercial stock feeds and commercial fertilizers.~~+~~
(d) Classification, inspection, and sale of poultry and eggs.~~+~~
(e) Registration, inspection, and analysis of gasolines and oils.~~+~~
(f) Registration, labeling, inspection, and analysis of pesticides.~~+~~
(g) Registration, labeling, inspection, germination testing, and sale of seeds, both common and certified.~~+~~
(h) Weights, measures, and standards.~~+~~
(i) Foods, as set forth in the Florida Food Safety Act.~~+~~
(j) Inspection and certification of honey.~~+~~
(k) Sale of liquid fuels.~~+~~
(l) Licensing of dealers in agricultural products.~~+~~
(m) Administration and enforcement of all regulatory legislation applying to milk and milk products, ice cream, and frozen desserts.~~+~~
(n) Recordation and inspection of marks and brands of livestock.~~+~~ ~~and~~
(o) Regulation of fertilizer, including the sale, composition, formulation, packaging, and distribution.
(p) Regulation of the use and application of fertilizer.
(q) ~~to~~ All other regulatory laws relating to agriculture.

In order to ensure uniform health and safety standards, the adoption of standards and fines in the subject areas of

575-02431-11

2011606c1

117 paragraphs (a)-(o) ~~(a)-(n)~~ is expressly preempted to the state
118 and the department. Any local government enforcing the subject
119 areas of paragraphs (a)-(o) ~~(a)-(n)~~ must use the standards and
120 fines set forth in the pertinent statutes or any rules adopted
121 by the department pursuant to those statutes. In order to ensure
122 uniform health safety standards and fines in the subject area of
123 paragraph (p), counties or municipal governments are hereby
124 authorized to enforce the provisions of the Model Ordinance for
125 Florida-Friendly Fertilizer Use on Urban Landscapes, as setforth
126 in 403.9337, in their respective jurisdictions.

127 (41) The department has exclusive authority to regulate the
128 sale, composition, formulation, packaging, use, application, and
129 distribution of fertilizer under chapter 576. This subsection
130 expressly preempts such regulation of fertilizer to the state
131 and the department. Such regulation of fertilizer by a county,
132 municipality, or other political subdivision is void, regardless
133 of when adopted.

134 Section 4. Section 576.181, Florida Statutes, is amended to
135 read:

136 576.181 Administration; rules; procedure; preemption.-

137 (1) This chapter and all rules adopted hereunder shall be
138 administered and enforced by the department.

139 (2) The department is authorized, by rule, to implement,
140 make specific, and interpret the provisions of this chapter, and
141 specifically to determine the composition and uses of fertilizer
142 as defined in this chapter, including, without limiting the
143 foregoing general terms, the taking and handling of samples, the
144 establishment of investigational allowances, deficiencies, and
145 penalties where not specifically provided for in this chapter;

575-02431-11

2011606c1

to prohibit the sale or use in fertilizer of any material proven to be detrimental to agriculture, public health, or the environment, or of questionable value; to provide for the incorporation into fertilizer of such other substances as pesticides and proper labeling of such mixture; and to prescribe the information which shall appear on the label other than specifically set forth in this chapter.

(3) The department may establish by rule requirements governing aircraft used for the aerial application of fertilizers, including requirements for recordkeeping, annual aircraft registration, secure storage when not in use, area-of-application information, and reporting any sale, lease, purchase, rental, or transfer of such aircraft to another person.

(4) The department may establish by rule requirements governing the secure storage of fertilizers used by aerial fertilizer applicators.

(5) The department has exclusive authority to regulate the sale, composition, formulation, packaging, use, application, and distribution of fertilizer. This subsection expressly preempts such regulation of fertilizer to the state and the department. Such regulation of fertilizer by a county, municipality, or other political subdivision is void, regardless of when adopted. Counties or municipal governments are hereby authorized to enforce the provisions of the Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes, as set forth in 403.9337, in their respective jurisdictions.

Section 5. This act shall take effect July 1, 2011.

April 26, 2011 Regular BoCC Meeting
Agenda Item #41

Title

Resolution: Easement to City of Gainesville over the County's Sheriff's Office property. (Amended)

Amount

N/A

Description

Request Adoption of the Resolution authorizing the conveyance of an easement for public utilities to the City of Gainesville over the County's Sheriff's Office property.

Recommendation

Adopt the Resolution and authorize the Chair to execute the easement to the City of Gainesville over the County's Sheriff's Office property.

Alternative(s)

Do not adopt the Resolution and provide staff with direction.

Requested By

Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department

Public Works

Attachment(s) Description

Resolution and Easement with location maps.

Documents Requiring Action

Resolution and Easement

Executive Summary

Resolution authorizing the conveyance of an easement for public utilities to the City of Gainesville over the County's Sheriff's Office property for the purpose of constructing, operating and maintaining a new loop feed system to improve electrical service reliability to the various buildings located on the Sheriff's Office property.

Background

The City of Gainesville (GRU) has made a written request for the conveyance of an easement over the County's Sheriff's Office property in order to construct, operate, repair and maintain a new loop feed system to improve public utility service reliability to all of the various buildings located on the property. The County's Sheriff's Office is located on the south side of Southeast Hawthorne Road (State Road 20), east of SE 24 Street and west of SW 27 Street.

Issues

In 1996 Alachua County granted GRU an easement by Resolution 96-109 when the sheriff's office was developed from the old Win Dixie shopping center, at it's current location. Since that time the communications center and a garage building have been constructed on the property without benefit of any other easements being granted to GRU. To improve service reliability to the entire property GRU is proposing to install a loop feed system to service all buildings located on the property. If this easement is

not granted, GRU only has the right to service the actual sheriff's office building and no legal rights to the other buildings currently being provided utility services by GRU.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: ASO_GRU_Resolution.pdf

Attachment: ASO_GRU_Ease.pdf

RESOLUTION 11-

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE GRANTING OF A PUBLIC UTILITIES EASEMENT OVER THE SHERIFF'S OFFICE PROPERTY, OWNED BY ALACHUA COUNTY; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.38, Florida Statutes, a written request has been made to Alachua County (County) to grant unto the City of Gainesville, Florida, a municipal corporation (City) a Public Utility Easement (Easement) over land known as the Sheriff's Office, owned by the County and identified as Tax Parcel Number's 16073-001-000 and 16073-002-000, and hereinafter referred to as the "Property";

WHEREAS, the Easement being considered is for a perpetual non-exclusive blanket easement allowing the City to install, operate and maintain a loop feed system for public utility facilities on the Sheriff's Office property; and

WHEREAS, the Property for the said Easement has been identified by the County and described by Exhibit "A", as attached hereto and by reference incorporated herein; and

WHEREAS, it is the opinion of the Board of County Commissioners of Alachua County, Florida, that the Property is not needed for County purposes and is needed by the City for public utility purposes in order to provide utility services to the County's Sheriff's Office 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 Board hereby authorizes the grant of the blanket Easement, described in Exhibit "A", as attached hereto, for a nominal sum of One Dollar (\$1.00), to the City of Gainesville, Florida, a municipal corporation.

3. The Chairman and the Clerk of the Board are authorized to execute any documents, approved by the County Attorney, needed to complete this conveyance.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this ____ day of _____, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk

APPROVED AS TO FORM

Alachua County Attorney



ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

March 16, 2011

Legal Description

For: Gainesville Regional Utilities
20' Wide Public Utility Easement
Knapaha Botanical Gardens

A portion of Section 21, Township 10 South, Range 19 East, Alachua County, Florida;
being more particularly described as follows:

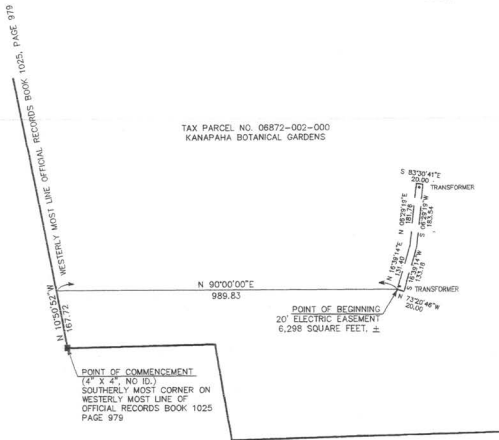
Commence at the southerly most corner on the westerly most line of that certain tract of land described in Official Records Book 1025, page 979 of the Public Records of Alachua County, Florida and run thence North 10°50'52" West, along said westerly most line, a distance of 167.72 feet; thence North 90°00'00" East, 989.83 feet to the Point of Beginning; thence North 16°39'14" East, 131.40 feet; thence North 06°29'19" East, 181.76 feet; thence South 83°30'41" East, 20.00 feet; thence South 06°29'19" West, 183.54 feet; thence South 16°39'14" West, 133.18 feet; thence North 73°20'46" West, 20.00 feet to the Point of Beginning.

Containing 6,298 square feet, more or less.

A handwritten signature in black ink, likely of a surveyor or engineer, is written over the company contact information.



TAX PARCEL NO. 06872-002-000
KANAPAH BOTANICAL GARDENS



LEGAL DESCRIPTION

20' WIDE PUBLIC UTILITY EASEMENT
KANAPAHA BOTANICAL GARDENS

A PORTION OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER ON THE WESTERLY MOST LINE OF THAT CERTAIN
TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1025, PAGE 979 OF THE PUBLIC RECORDS
OF ALACHUA COUNTY, FLORIDA AND RUN THENCE NORTH 10°50'52" WEST, ALONG SAID WESTERLY
MOST LINE, A DISTANCE OF 167.72 FEET; THENCE NORTH 90°00'00" EAST, 989.83 FEET TO THE
POINT OF BEGINNING; THENCE NORTH 16°39'14" EAST, 131.40 FEET; THENCE NORTH 06°29'19" EAST,
181.76 FEET; THENCE SOUTH 83°30'41" EAST, 20.00 FEET; THENCE SOUTH 06°29'19" WEST, 183.54
FEET; THENCE SOUTH 16°39'14" WEST, 133.18 FEET; THENCE NORTH 73°20'46" WEST, 20.00 FEET
TO THE POINT OF BEGINNING.

CONTAINING 6,298 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 21
TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA
20' ELECTRIC LINE EASEMENT
GAINESVILLE REGIONAL UTILITIES

FOR: GAINESVILLE REGIONAL UTILITIES

THIS IS NOT A BOUNDARY SURVEY

DRN. B.C.	CHKD. B.C.	SURVEY DATE	DWG COMP	PROJ. NO.	FIELD BK.	PAGE NO.
		3/11/2011	3/16/2011	11-124	852	74-75



ENG, DENMAN & ASSOCIATES, INC.
ENGINEERS—SURVEYORS—PLANNERS
www.engdenman.com

2404 N.W. 43rd Street
Gainesville, FL 32606-6602
Tel. (352) 373-3541 Fax (352) 373-7249

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. COPYRIGHT © 2011

EXHIBIT "A"

Alachua County Property Appraiser Tax Parcel No. 16073-001-000

That part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 10 South, Range 20 East, Gainesville, Alachua County, Florida, that lies South of the Southerly right-of-way line of SR 20; less and except all public roads that lie therein, being more particularly described as follows:

Commence at the SW corner of the aforementioned East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 for a point of beginning; thence from the said POINT OF BEGINNING run North 01 deg. 37 min. 32 sec. West along the West line of said twenty (E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$), a distance of 149.82 feet; thence run North 88 deg. 55 min. 34 sec. East a distance of 15.00 feet to the Easterly right-of-way line of SE 26th Street; thence run North 01 deg. 28 min. 38 sec. West along the said Easterly right-of-way line, a distance of 184.78 feet; thence run North 01 deg. 05 min. 17 sec. West along the said Easterly right-of-way line, a distance of 465.26 feet; thence run South 61 deg. 05 min. 17 sec. East, a distance of 160.00 feet; thence run North 88 deg. 54 min. 43 sec. East perpendicular to the said Easterly right-of-way Line, a distance of 105.00 feet; thence run North 27 deg. 56 min. 25 sec. East (radial), a distance of 123.11 feet to the Southerly right-of-way line of SR 20, the intersection with the Southerly right-of-way line being on the arc of a curve, the said curve having a radius of 17238.73 feet, a central angle of 01 deg. 03 min. 34.41 sec., with a tangent of 159.40 feet, and being concave Northeasterly; thence run Southeasterly along the arc of said curve, an arc distance of 318.79 feet (chord bearing and distance South 62 deg. 35 min. 22 sec. East, 318.79 feet); thence run South 26 deg. 52 min. 50 sec. West radial to the said curve a distance of 10.00 feet to the point of curvature of a curve, the said curve having a radius of 50.00 feet, a central angle of 61 deg. 51 min. 20 sec., with a tangent of 29.96 feet, and being concave Southwesterly; thence run Southeasterly along the arc of the said curve, an arc distance of 53.98 feet (chord bearing and distance South 32 deg. 11 min. 30 sec. East) to the point of tangency of said curve; thence run South 01 deg. 15 min. 50 sec. East along the Westerly right-of-way line of SR S329A, a distance of 626.96 feet to the intersection with the Southerly line of the said East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10; thence run South 89 deg. 19 min 10 sec. West along the said South line of the twenty (E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) a distance of 619.60 feet to the aforementioned SW corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 and the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

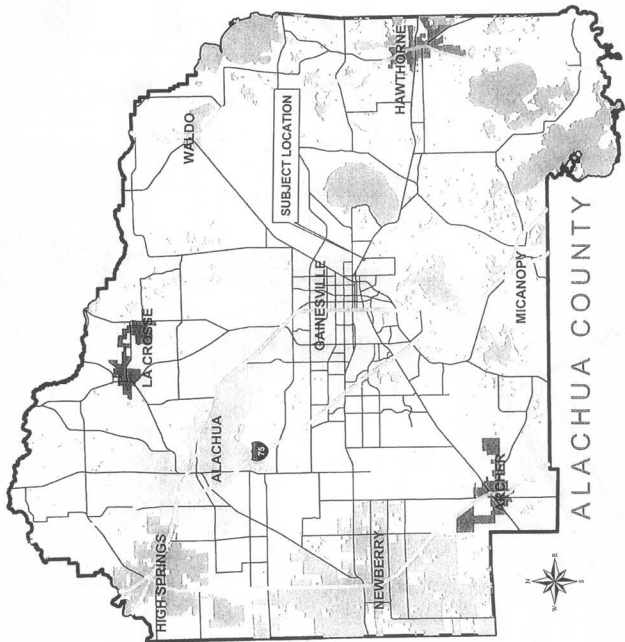
TOGETHER WITH:

Alachua County Property Appraiser Tax Parcel No. 16073-002-000

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 10 South, Range 20 East, Gainesville, Alachua County, Florida, that lies South of the Southerly right-of-way line of SR20; less and except all public roads that lie therein; being more particularly described as follows:

Commence at the SW corner of the aforementioned East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 for a Point of Reference; thence run North 01 deg. 37 min. 32 sec. West along the West line of said E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 149.82 feet; thence run N 88 deg. 55 min. 34 sec. E, a distance of 15.00 feet to the Easterly right-of-way line of SE 26th Street; thence run N 01 deg. 28 min. 38 sec. W along the said Easterly right-of-way line, a distance of 184.78 feet; thence run N 01 deg. 05 min. 17 sec. W along the said Easterly right-of-way line a distance of 465.26 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING continue N 01 deg. 05 min. 17 sec. W along the said Easterly right-of-way line, a distance of 146.00 feet; thence run N 36 deg. 14 min. 04 sec. E, a distance of 47.07 feet to the Southerly right-of-way line of SR 20; the intersection with the Southerly right-of-way line being on the arc of a curve, the said curve having a radius of 17238.73 feet, a central angle of 01 deg. 02 min. 59.32 sec., with a tangent of 157.93 feet, and being concave Northeasterly; thence run Southeasterly along the arc of the said curve, an arc distance of 315.86 feet (chord bearing and distance: S 61 deg. 32 min. 05 sec. E, 315.85 feet); thence run South 27 deg. 56 min. 25 sec. W radial to the said curve, a distance of 123.11 feet; thence run S 88 deg. 54 min. 43 sec. W perpendicular to the said Easterly right-of-way line of SE 26th Street, a distance of 105.00 feet; thence run N 61 deg. 05 min. 17 sec. W, a distance of 160.00 feet to the intersection with the said Easterly right-of-way line of SE 26th Street and the POINT OF BEGINNING.





This Instrument Prepared By:
Kristie A. Williams, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel No. 16073-001-000 & 16073-002-000
Section 10, Township 10 South, Range 20 East

File No. U-E-15-10
Page 1 of 4

EASEMENT

THIS EASEMENT, made this ____ day of _____, 2011, by **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is PO Box 1188, Gainesville, FL 32602-1188, **GRANTOR**, and **CITY OF GAINESVILLE**, Florida, a municipal corporation, whose post office address is c/o Gainesville Regional Utilities, P.O. Box 147117, Sta. A-130, Gainesville, Florida 32614-7117, **GRANTEE**,

WITNESSETH:

That the said **GRANTOR**, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by **GRANTEE**, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the **GRANTEE**, its successors and assigns, a perpetual easement for the purpose of constructing, operating and maintaining municipal public utilities including by example, electric, water, sanitary sewer, natural gas, reclaimed water, and telecommunications utility facilities, and related appurtenances, over, under, upon and through the following described property in Alachua County, Florida, to wit:

As described in **EXHIBIT "A"** attached hereto and made a part hereof.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, install, alter, improve, repair, rebuild, relocate, and remove distribution facilities; (b) the right for **GRANTEE** to upgrade the quantity and type of distribution facilities; (c) the right for **GRANTEE** to clear trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of facilities; (d) the reasonable right for **GRANTEE** to enter upon lands of the **GRANTOR** for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe and efficient installation, operation and maintenance of facilities and for the enjoyment and use of said easement for the purposes described above.

THIS EASEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The parties hereto acknowledge and understand that the grant of the easement for public utilities is a blanket grant over, under, upon and through a certain tract of land developed by the **GRANTOR** as the Alachua County Sheriff's Office, Garage, and Combined Communications Center located at 2621 SE Hawthorne Road, Gainesville, Florida 32641, (the "Property"). **GRANTEE** shall, upon request, furnish to the **GRANTOR** engineering design plans, which reflect the utilities' locations.

The GRANTEE agrees and understands that it shall not cause any public utilities (or any easements as may be later specifically identified and described) to be located under any buildings. If future development on the property by GRANTOR necessitates the relocation of any utilities, GRANTOR agrees to pay all costs of such relocation unless specifically released from such payment by the GRANTEE.

The GRANTOR, its successors and assigns, agrees to not cause any buildings, structures or obstacles to be located in a defined area within ten (10) feet of any electric distribution facility, ten (10) feet of any communications facility, ten (10) feet of any water facility, fifteen (15) feet of any sanitary sewer facility, and five (5) feet for gas facility, or cause an encroachment, which will unreasonably interfere with the GRANTEE's use of any such defined area. Further, GRANTOR assumes all risk of loss for any moveable object placed within the easement area.

The GRANTEE agrees that if the surface of the land is disturbed by GRANTEE during operation and maintenance of its facilities and appurtenances, through no fault of the GRANTOR, GRANTEE shall restore the surface of the land as near as possible to the same condition that existed before the surface was disturbed.

In lieu of easement rights over the entire described property, GRANTEE agrees that the GRANTOR may, at its sole expense, survey such locations of utilities and provide a metes and bounds description thereof for an easement measuring ten (10) feet for electric distribution facilities, ten (10) feet for communications facilities, ten (10) feet for water facilities, fifteen (15) feet for sanitary sewer facilities, and five (5) feet for gas facilities, on both sides of the middle of the applicable installed utilities facilities, and that the GRANTOR may then grant to the GRANTEE an easement as to such descriptions for public utilities in lieu of the blanket easement described herein. GRANTEE agrees to execute such documents as may be necessary to effect this understanding and the subsequent release of its blanket easement subject, however, to payment by GRANTOR of any fees and charges relating thereto.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described easement area is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

(Seal)

ALACHUA COUNTY, FLORIDA

By:

Lee Pinkoson, Chair,
Board of County Commissioners

ATTEST:

J. K. Irby,
Clerk of the Circuit Court

Approved as to Form and Legality:

By:

Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

APPROVED AS TO FORM

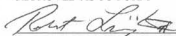

County Attorney

EXHIBIT "A"

Alachua County Property Appraiser Tax Parcel No. 16073-001-000

That part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 10 South, Range 20 East, Gainesville, Alachua County, Florida, that lies South of the Southerly right-of-way line of SR 20; less and except all public roads that lie therein, being more particularly described as follows:

Commence at the SW corner of the aforementioned East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 for a point of beginning; thence from the said POINT OF BEGINNING run North 01 deg. 37 min. 32 sec. West along the West line of said twenty (E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$), a distance of 149.82 feet; thence run North 88 deg. 55 min. 34 sec. East a distance of 15.00 feet to the Easterly right-of-way line of SE 26th Street; thence run North 01 deg. 28 min. 38 sec. West along the said Easterly right-of-way line, a distance of 184.78 feet; thence run North 01 deg. 05 min. 17 sec. West along the said Easterly right-of-way line, a distance of 465.26 feet; thence run South 61 deg. 05 min. 17 sec. East, a distance of 160.00 feet; thence run North 88 deg. 54 min. 43 sec. East perpendicular to the said Easterly right-of-way Line, a distance of 105.00 feet; thence run North 27 deg. 56 min. 25 sec. East (radial), a distance of 123.11 feet to the Southerly right-of-way line of SR 20, the intersection with the Southerly right-of-way line being on the arc of a curve, the said curve having a radius of 17238.73 feet, a central angle of 01 deg. 03 min. 34.41 sec., with a tangent of 159.40 feet, and being concave Northeasterly; thence run Southeasterly along the arc of said curve, an arc distance of 318.79 feet (chord bearing and distance South 62 deg. 35 min. 22 sec. East, 318.79 feet); thence run South 26 deg. 52 min. 50 sec. West radial to the said curve a distance of 10.00 feet to the point of curvature of a curve, the said curve having a radius of 50.00 feet, a central angle of 61 deg. 51 min. 20 sec., with a tangent of 29.96 feet, and being concave Southwesterly; thence run Southeasterly along the arc of the said curve, an arc distance of 53.98 feet (chord bearing and distance South 32 deg. 11 min. 30 sec. East) to the point of tangency of said curve; thence run South 01 deg. 15 min. 50 sec. East along the Westerly right-of-way line of SR S329A, a distance of 626.96 feet to the intersection with the Southerly line of the said East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10; thence run South 89 deg. 19 min 10 sec. West along the said South line of the twenty (E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) a distance of 619.60 feet to the aforementioned SW corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 and the POINT OF BEGINNING.

EXHIBIT "A" CONTINUED

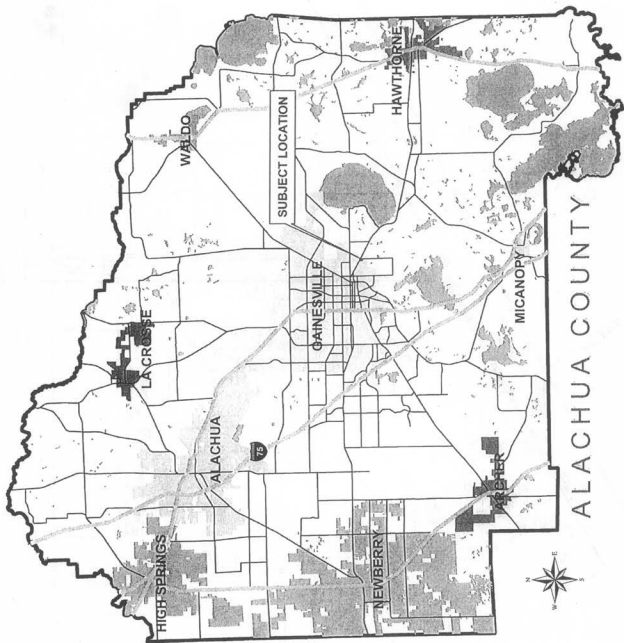
TOGETHER WITH:

Alachua County Property Appraiser Tax Parcel No. 16073-002-000

A part of the E $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 10 South, Range 20 East, Gainesville, Alachua County, Florida, that lies South of the Southerly right-of-way line of SR20; less and except all public roads that lie therein; being more particularly described as follows:

Commence at the SW corner of the aforementioned East $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10 for a Point of Reference; thence run North 01 deg. 37 min. 32 sec. West along the West line of said E $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 149.82 feet; thence run N 88 deg. 55 min. 34 sec. E, a distance of 15.00 feet to the Easterly right-of-way line of SE 26th Street; thence run N 01 deg. 28 min. 38 sec. W along the said Easterly right-of-way line, a distance of 184.78 feet; thence run N 01 deg. 05 min. 17 sec. W along the said Easterly right-of-way line a distance of 465.26 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING continue N 01 deg. 05 min. 17 sec. W along the said Easterly right-of-way line, a distance of 146.00 feet; thence run N 36 deg. 14 min. 04 sec. E, a distance of 47.07 feet to the Southerly right-of-way line of SR 20; the intersection with the Southerly right-of-way line being on the arc of a curve, the said curve having a radius of 17238.73 feet, a central angle of 01 deg. 02 min. 59.32 sec., with a tangent of 157.93 feet, and being concave Northeasterly; thence run Southeasterly along the arc of the said curve, an arc distance of 315.86 feet (chord bearing and distance: S 61 deg. 32 min. 05 sec. E, 315.85 feet); thence run South 27 deg. 56 min. 25 sec. W radial to the said curve, a distance of 123.11 feet; thence run S 88 deg. 54 min. 43 sec. W perpendicular to the said Easterly right-of-way line of SE 26th Street, a distance of 105.00 feet; thence run N 61 deg. 05 min. 17 sec. W, a distance of 160.00 feet to the intersection with the said Easterly right-of-way line of SE 26th Street and the POINT OF BEGINNING.





April 26, 2011 Regular BoCC Meeting
Agenda Item #42

Title

Resolution Kanapaha Botanical Garden's: Easement to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property. (Amended)

Amount

N/A

Description

Request Adoption of the Resolution authorizing the conveyance of an easement for public utilities to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property.

Recommendation

Adopt the Resolution and authorize the Chair to execute the easement to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property.

Alternative(s)

Do not adopt the resolution and provide staff with direction.

Requested By

Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department

Public Works

Attachment(s) Description

Resolution and Easement with location maps.

Documents Requiring Action

Resolution and Easement

Executive Summary

Resolution authorizing the conveyance of an easement for public utilities to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property for the purpose of installing, operating, repairing and maintaining a new underground electrical facilities to serve the park property.

Background

The City of Gainesville (GRU) has made a written request for the conveyance of a 20-foot wide easement over a portion of the County's Kanapaha Botanical Garden's property in order to install, operate, repair and maintain a new underground electrical facilities to serve the park property. The County's Kanapaha Botanical Garden's is located on the north side of Archer Road, west of I-75, east of SW 75 Street.

Issues

If this easement is not granted to GRU, then GRU will not be able to update the existing electrical facilities to the proposed underground system.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: Kanapaha_GRU_Resolution.pdf

Attachment: Kanapaha_GRU_Ease.pdf

RESOLUTION 11- 38

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE GRANTING OF A 20-FOOT WIDE PUBLIC UTILITIES EASEMENT OVER A PORTION OF THE KANAPAHA BOTANICAL GARDENS PROPERTY, OWNED BY ALACHUA COUNTY; AUTHORIZING THE EXECUTION OF DOCUMENTS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.38, Florida Statutes, a written request has been made to Alachua County (County) to grant unto the City of Gainesville, Florida, a municipal corporation (City) a Public Utility Easement (Easement) over land known as the Kanapaha Botanical Gardens, owned by the County and indentified as Tax parcel Number 06872-002-000, and hereinafter referred to as the "Property";

WHEREAS, the Easement being considered is for a perpetual non-exclusive 20-foot wide easement allowing the City to install, operate and maintain new underground electric facilities at Kanapaha Botanical Gardens; and

WHEREAS, the Property for the said Easement has been identified by the County and described by Exhibit "A", as attached hereto and by reference incorporated herein; and

WHEREAS, it is the opinion of the Board of County Commissioners of Alachua County, Florida, that the Property is not needed for County purposes and is needed by the City for public utility purposes in order to provide underground electrical service to the County's Kanapaha Botanical Garden's 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 Board hereby authorizes the grant of Easement, described in Exhibit "A", as attached hereto, for a nominal sum of One Dollar (\$1.00), to the City of Gainesville, Florida, a municipal corporation.

3. The Chairman and the Clerk of the Board are authorized to execute any documents, approved by the County Attorney, needed to complete this conveyance.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of April, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____

Lee Pinkoson, Chair

ATTEST: _____

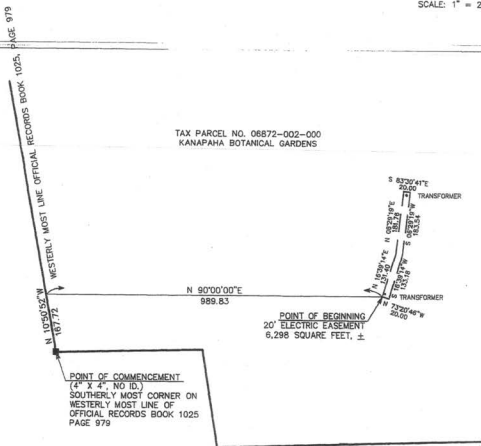
J. K. Irby, Clerk

APPROVED AS TO FORM

Alachua County Attorney



TAX PARCEL NO. 06872-002-000
KANAPAH BOTANICAL GARDENS



LEGAL DESCRIPTION

20' WIDE PUBLIC UTILITY EASEMENT
KANAPAH BOTANICAL GARDENS

A PORTION OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST CORNER ON THE WESTERLY MOST LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1025, PAGE 979 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND RUN THENCE NORTH 10°50'52" WEST, ALONG SAID WESTERLY MOST LINE, A DISTANCE OF 167.72 FEET; THENCE NORTH 90°00'00" EAST, 989.83 FEET TO THE POINT OF BEGINNING, THENCE NORTH 16°39'14" EAST, 131.40 FEET; THENCE NORTH 06°29'19" EAST, 181.76 FEET; THENCE SOUTH 83°30'41" EAST, 20.00 FEET; THENCE SOUTH 06°29'19" WEST, 183.54 FEET; THENCE SOUTH 16°39'14" WEST, 133.18 FEET; THENCE NORTH 73°20'46" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,298 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION SKETCH OF

A PORTION OF SECTION 21
TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA
20' ELECTRIC LINE EASEMENT
FOR: GAINESVILLE REGIONAL UTILITIES

THIS SKETCH OF LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 (2010), FLORIDA STATUTES.

ENG. DENMAN & ASSOC. INC. BY: ROBERT W. GRAVER, P.S.M. 5239
Corporate Authorization
No. LB 2388

THIS IS NOT A BOUNDARY SURVEY

DRN. B.G.	CHKD. B.G.	SURVEY DATE/DWG COMP/PROJ. NO.	FIELD BK.	PAGE NO.
		3/11/2011 13/16/2011 11-124	862	74-75

EDA ENG. DENMAN & ASSOCIATES, INC.
ENGINEERS-SURVEYORS-PLANNERS
www.engdenman.com
2404 N.W. 43rd Street
Gainesville, FL 32606-6602
Tel. (352) 373-3541 Fax (352) 373-7249

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ENG, DENMAN & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

March 16, 2011

Legal Description

For: Gainesville Regional Utilities
20' Wide Public Utility Easement
Knapaha Botanical Gardens

A portion of Section 21, Township 10 South, Range 19 East, Alachua County, Florida;
being more particularly described as follows:

Commence at the southerly most corner on the westerly most line of that certain tract of land described in Official Records Book 1025, page 979 of the Public Records of Alachua County, Florida and run thence North $10^{\circ}50'52''$ West, along said westerly most line, a distance of 167.72 feet; thence North $90^{\circ}00'00''$ East, 989.83 feet to the Point of Beginning; thence North $16^{\circ}39'14''$ East, 131.40 feet; thence North $06^{\circ}29'19''$ East, 181.76 feet; thence South $83^{\circ}30'41''$ East, 20.00 feet; thence South $06^{\circ}29'19''$ West, 183.54 feet; thence South $16^{\circ}39'14''$ West, 133.18 feet; thence North $73^{\circ}20'46''$ West, 20.00 feet to the Point of Beginning.

Containing 6,298 square feet, more or less.



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RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Instrument Prepared By:
Stie A. Williams, Land Rights Coordinator
Real Estate Division
Gainesville Regional Utilities
P.O. Box 147117, Sta. A130
Gainesville, FL 32614-7117

Tax Parcel No. 06872-002-000
Section 21, Township 10 South, Range 19 East

File No. U-E-8-11
Page 1 of 4

EASEMENT

THIS EASEMENT, made this ____ day of _____, 2011, by **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is PO Box 1188, Gainesville, FL 32602-1188, **GRANTOR**, and **CITY OF GAINESVILLE**, Florida, a municipal corporation, whose post office address is c/o Gainesville Regional Utilities, P.O. Box 147117, Sta. A-130, Gainesville, Florida 32614-7117, **GRANTEE**,

WITNESSETH:

That the said **GRANTOR**, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by **GRANTEE**, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the **GRANTEE**, its successors and assigns, a perpetual easement for the purpose of constructing, operating and maintaining municipal public utilities including by example, electric, water, sanitary sewer, natural gas, reclaimed water, and telecommunications utility facilities, and related appurtenances, over, under, upon and through the following described property in Alachua County, Florida, to wit:

As described in EXHIBIT "A" attached hereto and made a part hereof.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, install, alter, improve, repair, rebuild, relocate, and remove distribution facilities; (b) the right for **GRANTEE** to upgrade the quantity and type of distribution facilities; (c) the right for **GRANTEE** to clear trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of facilities; (d) the reasonable right for **GRANTEE** to enter upon lands of the **GRANTOR** for the purpose of exercising the rights herein granted; and (e) all other rights and privileges reasonably necessary or convenient for **GRANTEE**'s safe and efficient installation, operation and maintenance of facilities and for the enjoyment and use of said easement for the purposes described above.

The **GRANTOR**, its successors and assigns, agrees to not cause any buildings, structures or obstacles to be located in the Easement Area. **GRANTOR** hereby covenants and agrees that, except as expressly provided herein, no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Area. All openings and excavations created by **GRANTEE** for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by **GRANTEE**, the surface restored, and the Easement area left in good and safe condition. Moveable fences are permitted on the Easement area, provided they are placed so as to allow ready access to **GRANTEE**'s facilities and provide a working space of not less than six feet (6') from fire hydrants, manhole centers, and ten feet (10') from the opening side of any pad mounted transformer; three feet (3') from water meters, valve box centers, and four feet (4') from the other three sides of

any pad mounted transformer and further provided that GRANTOR assumes all risk of loss for any moveable object placed in the easement area. Fire hydrants must be accessible from the roadway or closest paved surface.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of the fee simple title to the premises in which the above described easement area is located and has full right and lawful authority to grant and convey this easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed under seal on the day and year aforesaid.

(Seal)

ALACHUA COUNTY, FLORIDA

By: 

Lee Linkosoh, Chair,
Board of County Commissioners

ATTEST: 

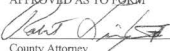
J. K. Irby,
Clerk of the Circuit Court

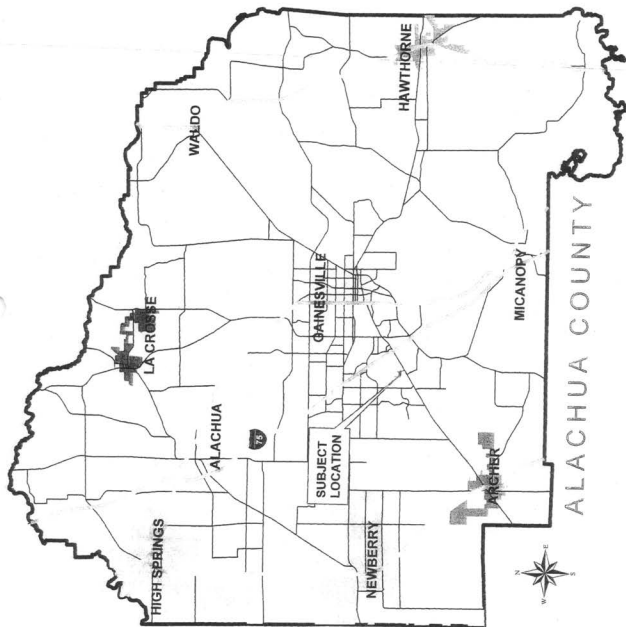
Approved as to Form and Legality:

By: _____

Raymond O. Manasco, Jr.
Utilities Attorney
City of Gainesville, Florida

APPROVED AS TO FORM


County Attorney



April 26, 2011 Regular BoCC Meeting
Agenda Item #43

Title

Rochelle street vacation: Resolution authorizing advertisement of a Notice of Public Hearing for the plat of Rochelle street vacation. (Amended)

Amount

N/A

Description

Request Adoption of the Resolution authorizing advertisement of a Notice of Public Hearing for Board consideration to vacate portions of various streets within the plat of Rochelle.

Recommendation

Adopt the Resolution authorizing the advertisement for Notice of Public Hearing for the Rochelle street vacation.

Alternative(s)

Do not adopt the resolution and provide staff with direction.

Requested By

Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department

Public Works

Attachment(s) Description

Resolution authorizing the advertisement for Notice of Public Hearing and location maps.

Documents Requiring Action

Resolution

Executive Summary

Resolution authorizing the advertisement of a Notice of Public Hearing for Board consideration to vacate portions of various streets within the plat of Rochelle.

Background

Alachua County Public Works Department has received applications from property owners, Reginald & Lanita Brown, Franklin & Cynthia Morgan, Rollin & Joan Hogan and Thomas & Cleo Jenkins to vacate portions of various un-named street within the plat of Rochelle, as per plat recorded in Plat Book "A", page 39, in the Public Records of Alachua County, Florida. The property owner's are requesting to vacate the interior portions of the platted un-named streets that run through and divide their various parcels. The streets are described as: 1. A portion of a 30-foot street lying between Block 1 and Block 2 running from the southerly line of Lot 8, Block 1 to the northerly line of Lot 5, Block 2. 2. The portion of a 60-foot un-named running in east, west direction between Block 2 and Block's 4 & 5. 3. A 30-foot un-named street lying between Block's 12 & 13 and Block's 15 & 16, running from the southerly line of Block's 15 & 16 to the southerly right of way line of SE 64 Place. 4. A 60-foot un-named street lying between the south line's of Lot 2, Block 14; Lot 6, Block 13 & Lot 6, Block 12 and the north line of Lot 1, Block 17; Lot 1, Block 16 & Block 15. 5. A portion of a 60-foot un-named street, lying between Block's 14 & 17 and Blocks 13 & 16, running northerly from the south line of Block 16 & 17 parallel and adjacent to the northerly boundary line of Lot 5, Block 13 This

request was originated by Reginald & Lanita Brown in order to eliminate the platted streets that lie within their property, identified as Tax Parcel Number 18177-000-000, to meet codes requirements in order to obtain a building permit for a single family residence. The other property owners joined the petition in order to eliminate portions of the various un-named platted paper streets that divide Tax Parcel Number 18209-001-000, owned by Thomas & Cleo Jenkins; Tax Parcel Number 18149-003-000, owned by Franklin & Cynthia Morgan, and Tax Parcel Number 18149-001-0000, owned by Rollin & Joan Hogan. Public Works has reviewed their request and is making a favorable recommendation to the Board to consider vacating the portions of said streets as requested. The vacation of these portions of said streets will not deprive any person of a reasonable means of ingress and egress to his or her premises and will not materially interfere with the County's road system. This portion of Rochelle is south of County Road 2082 and east of County Road 234. This Resolution is in accordance with Alachua County Code Chapter 324.

Issues

If the Resolution for authorization to advertise is not adopted the public hearing cannot be held and the Brown's will be denied a building permit by Codes

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: ROCHELLE_Resolution_AD.pdf

RESOLUTION 11- 39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING THAT A PUBLIC HEARING SHALL BE HELD TO CONSIDER VACATING VARIOUS PORTIONS OF PLATTED STREETS WITHIN THE PLAT OF ROCHELLE, ALACHUA COUNTY, FLORIDA; AUTHORIZING ADVERTISEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Alachua County Code Chapter 324, Alachua County Board of County Commissioners (County) has received an application for vacating portions of various streets in the plat of Rochelle, lying Section 29, Township 10 South, Range 21 East, as per Plat Book "A", page 39, of the Public Records of Alachua County, Florida; and

WHEREAS, the Board of County Commissioners wishes to adopt a resolution declaring that, at a definite time and place, a public hearing will be held to consider the matter.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

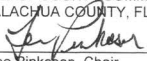
1. The Board hereby authorizes the advertisement of a notice of public hearing as described in **Exhibit "A"** attached hereto, to be published one (1) time in a newspaper of general circulation within Alachua County, at least two (2) weeks prior to the date of such hearing.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 26th day of April, A.D., 2011.

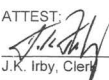
SEAL

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By:


Lee Pinkoson, Chair

ATTEST:


J.K. Irby, Clerk

APPROVED AS TO FORM:

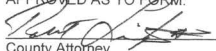

County Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING TO CONSIDER VACATING VARIOUS PORTIONS OF PLATTED STREETS WITHIN THE PLAT OF ROCHELLE, ALACHUA COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Alachua County, Florida, will consider the adoption of a Resolution for vacating and abandoning portions of certain streets in the platted subdivision of Rochelle at a public hearing to be held in Room 209 of the Alachua County Administration Building, 12 Southeast 1st Street, Gainesville, Florida, on the _____ day of _____, A.D., 2011, at 5:00 o'clock p.m., or as soon thereafter, as the matter may be heard; said portion of the plat being described as follows.

Various portions of platted streets within the plat of Rochelle, as recorded in Plat Book "A", page 39, of the Public Records of Alachua County, Florida, lying between and adjacent to Tax Parcel Number 18149-001-000; 18149-003-000; 18177-000-000 and 18209-001-000, All lying and being in Section 29, Township 10 South, Range 21 East, Alachua County, Florida.

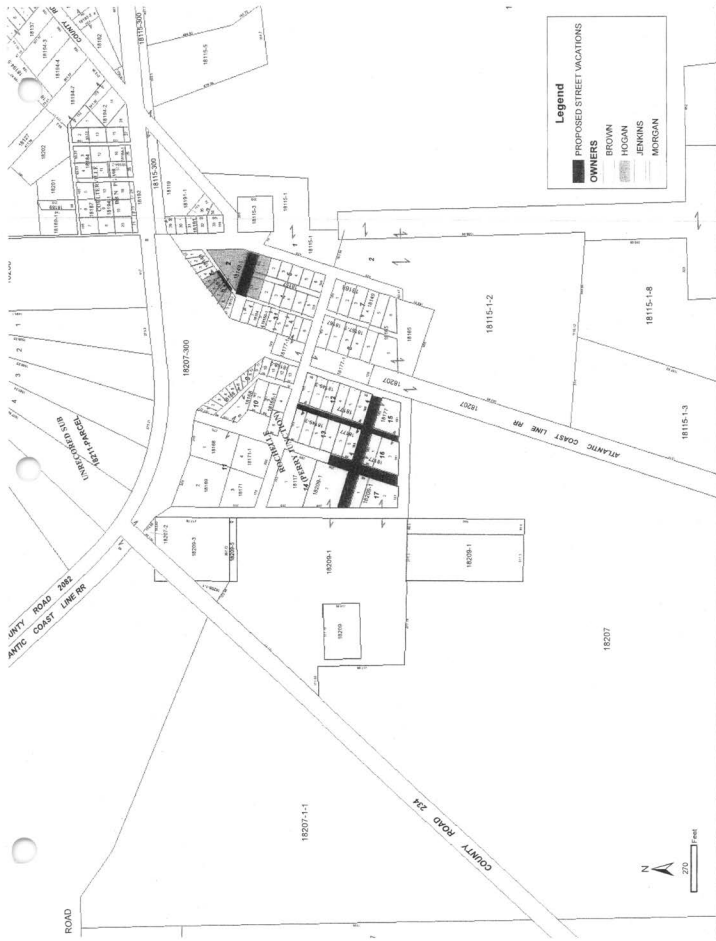
A detailed map and descriptions are available for review at the Public Works Department or the County Managers Office.

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceeding and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to attend and be heard. Anyone with a disability who needs an accommodation, please call 352-374-5245 or TTD 352-374-5284.

Lee Pinkoson, Chair
Board of County Commissioners

Please publish one time on Tuesday, _____, 2011.

Bill Account No. 204647 and
Send proof of publication to:
Office of Management and Budget
P.O. Box 1467
Gainesville, Florida 32602-1467



Legend

PROPOSED STREET VACATIONS

OWNERS

- BROWN
- HOGAN
- JENKINS
- MORGAN



270 Feet



ROCHELLE
ALACHUA COUNTY, FLORIDA.

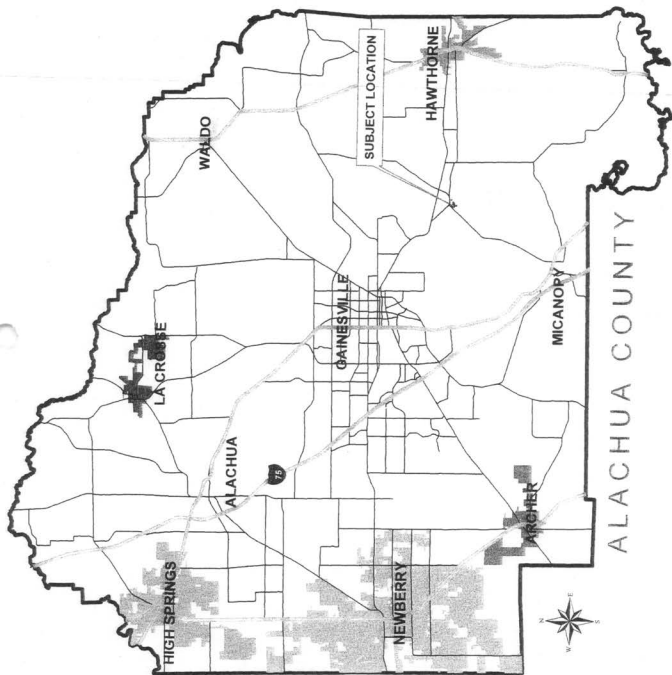
A-39



SEAL, 300 FEET FROM INCH
LOTS 8 & 9 HELD OVER
FOR SALE

FILED OCTOBER 11TH, 1892 TO CORRECT ERROR
IN OLD MAP D. N. HILKIE, LAND COMMISSIONER
THE FLORIDA SOUTHERN RAILROAD CO.

RECORDED DECEMBER 24, 1892.
J. CARLISLE, CLERK.



April 26, 2011 Regular BoCC Meeting
Agenda Item #44

Title

FY11 Capital Improvement Program 2nd Quarter Report (Amended)

Amount

N/A

Description

Accept the Submittal of the FY11 Capital Improvement Program 2nd Quarter Report to inform the Board of the current status of the many projects in progress throughout the County.

Recommendation

Accept the FY11 Capital Improvement Program 2nd Quarter Report and amend the CIP as appropriate.

Alternative(s)

Do not accept the report and advise staff

Requested By

Suzanne Gable

Originating Department

OMB

Attachment(s) Description

Q2 Memo Divisional Highlights, Additions, and Completions Spreadsheet Comprehensive CIP Report Transportation Projects By Fund Report Transportation Projects Report

Documents Requiring Action

Comprehensive CIP Report

Executive Summary

The Board's Financial Policies require a Capital Improvement Program (CIP) quarterly report be presented to update the Commission and community on one of the larger portions of County Budget. Each quarter the County's CIP divisions submit project highlights that occurred in the previous quarter along with new capital preservation and emergency projects that the Board needs to add to the Amended CIP (non-capital preservation/emergency projects still require Board approval prior to project start). Additionally, any projects that were completed during the previous quarter are listed. Also included is a list of all active and past projects (past 3 fiscal year actual expenditures, current year budgets and year-to-date actual expenditures, and next fiscal year proposed budget if applicable).

Background

For FY10 the Board approved the use of Capital Preservation Funds in an effort to increase flexibility in addressing the County's infrastructure needs. The funds allowed for capital preservation projects to move forward without delay in order to minimize further degradation of the County's Facilities. To address the Board's desire to maintain critical oversight and control over the CIP, they mandated that a quarterly report be presented to list any of these projects along with any emergency projects that may have been addressed in order to be included into the County's Amended CIP. In order to create a more robust report to inform the Board of the entire CIP, an Expenditure History Report has been created illustrating by Fund, County Division, and Project

Name every project with activity in the past three fiscal years.

Issues

Projects listed in the Consolidated CIP Division Report under "Projects Added" are being requests by the divisions to be added to the Amended CIP.

Fiscal Recommendation

No fiscal recommendations

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: Binder FY11 CIP Q2 Report Final.pdf

Alachua County Office of Management and Budget

Suzanne L. Gable, CPA
Kent Cichon
John D. Johnson
Donna Bradbrook, SPHR

Director
Sr. Financial Management Analyst
Grants/Contracts Administrator
Strategic Performance Manager

April 7, 2011

MEMORANDUM

To: Randall Reid, County Manager

Via: Suzanne Gable, Director

From: E. John Brower, Management Analyst

Subject: Capital Improvement Program (CIP) FY11 2nd Quarter Report

As required by the Board's Financial Policies, please find the most recent CIP Quarterly Report for submission to you and the Board for review. This comprehensive report is provided to update stakeholders on the status of all projects since the previous report; including new capital preservation and emergency projects added (non-capital preservation and non-emergency projects still require Board approval prior to project start), major project advances, and project closures. The "Capital Project Managers" (CPMs) are also given an opportunity to submit quarterly highlights to showcase some of the ongoing projects around the County.

Also included is a complete report listing all projects with expenditure history the last three fiscal years.

Supplemental reports include two Transportation breakouts. Transportation projects are accounted for differently than other projects which cause them to show as one total amount on the main report. In order to provide the appropriate amount of detail, the supplemental reports break down the transportation projects in two ways; the first by fund then project showing the specific funding source and the second by project only showing the project's total expenditure since some span multiple funds.

Please do not hesitate to contact me with any questions or concerns.

Office of Management and Enterprise Services City of San Diego

Consolidated Division
 CIP Report

Consolidated Division

CIP Report

The Consolidated Division is responsible for the management and operation of the City's capital infrastructure projects. This report provides a comprehensive overview of the division's activities, including the planning, design, construction, and maintenance of the City's infrastructure. The report also details the division's financial performance, including its budget and expenditures, and provides a summary of the division's accomplishments over the past year.

The Consolidated Division's primary responsibility is to ensure the efficient and effective management of the City's capital infrastructure projects. This includes the planning, design, construction, and maintenance of the City's infrastructure. The division also provides technical assistance and guidance to other City departments and agencies. The report provides a detailed overview of the division's activities, including the planning, design, construction, and maintenance of the City's infrastructure.

The Consolidated Division's financial performance is a key indicator of its effectiveness. The report provides a detailed overview of the division's budget and expenditures, including the division's revenue and expenses. The report also provides a summary of the division's accomplishments over the past year, including the completion of major projects and the implementation of new initiatives.

The Consolidated Division's accomplishments over the past year are a testament to its commitment to the City's infrastructure. The division has successfully completed a number of major projects, including the construction of new roads and bridges, the renovation of existing infrastructure, and the implementation of new initiatives. The report provides a detailed overview of these accomplishments and the challenges the division has faced.

The Consolidated Division's future plans are outlined in the report, including the division's goals and objectives for the next year. The report also provides a summary of the division's accomplishments over the past year, including the completion of major projects and the implementation of new initiatives. The report is a valuable resource for the City's residents and stakeholders, providing a comprehensive overview of the division's activities and financial performance.

Yachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
2nd Quarter

Facilities

Highlights

Project	Description
ACSO-Jail Kitchen Design and Renovation	Pre-construction meeting was held at the Jail with staff and vendor last week to go over phasing of the renovation so the food preparation is not effected for the inmates. Permitting is in process with Mandese White Construction with the City, then to the County for final permit documents. Working hours are 7:00 PM to 4:00 AM. Project cost \$341,000.
ACSO-Jail Energy Conservation Project - Laundry Room Upgrade	Project is complete; warranty work for the dryer underway for the controls; dryer is working but blows fuse. PPI/CPC have been taking care of warranty issues. Air hose has been repaired, O-Zone System is operational, no alarms. Project cost and approximate energy savings of \$4300/month.
ACSO-Jail Window/Frame replacement	Contractor is currently ordering materials and processing submittals to start work in approx. 8 weeks. Conducted scheduling and coordinating meeting with jail security.
ACSO-HQ & CCC Window Shutter Replacement	Contract is approx. 50% complete and contractor promised completion by the end of April 2011. This project partially funded by a FEMA grant. Total cost \$143,566.
Sheriff-Jail Server Room HVAC	Project to start April 25; will be complete within one week. HVAC System has been ordered and expected by 4-20-11.
Civil Courthouse Fire Alarm Upgrade	It is about 60% complete and contractor is currently pulling wire and installing conduit on the 1st floor. Scope \$247,214.
Civil Courthouse HVAC System Design	Contract is being evaluated by Facilities Manager and John Johnson; when completed we get it signed and approved by the Board.
Kanapaha Park Community Center	We are currently reviewing 100% construction documents and anticipate a July groundbreaking for construction.
Power Line & Light Management Control	Design phase of PLC System completed. Currently in the contract phase for implementations of project.
Supervisor of Elections Warehouse Roof Replacement	Project will start on April 18th or May 2, 2011 depending election schedule.
VAG Renovations	We are currently reviewing 100% construction documents and anticipate a July groundbreaking for construction.

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
2nd Quarter

Facilities

Projects Added

Project	Description	Budget
ACSO Jail Server Room	Installation of Liebert A/C Unit at the Correctional Facility Server Room	\$ 37,201
ACSO Jail Window/Frame Replacement	Repair and Modify 190 Windows to prevent suicide attempts at the Alachua County Correctional Facility	\$ 543,360
Window Replacement & Façade Upgrade State Attorney's Building	Design - Task Assignment for A&E Services Design new energy efficient window and door assemblies	\$ 14,723
Window Replacement & Façade Upgrade Public Defenders Building	Design - Task Assignment for A&E Services Design new energy efficient window and door assemblies	\$ 17,840
ACSO-Jail Tile Repair in Showers	ACSO-Jail Tile Repair in Showers - Tile Repairs in showers at the Jail	\$ 46,716
Tax Collector Kitchen/Bathroom Renovations	Tax Collector Kitchen/Bathroom Renovations - Renovations at the Tax Collector's Office in the Administration office	\$ 42,947

Projects Completed

Project	Description	Budget	Cost
ACSO-Jail IPS Built Generator Switchboard Repairs	Repairs to the PLC Board for the generator soft lead system at the Jail Capital Preservation Fund	\$ 28,682	\$ 28,682
Administration Building HVAC Renovation	Capital Projects-General	\$ 565,825	\$ 565,825
Automated Building Controls Update	Capital Projects-General	\$ 186,000	\$ 175,749

Alachua County Board of County Commissioners
 Capital Improvement Program Quarterly Report
 Fiscal Year 2011
 2nd Quarter

Transportation

Highlights

Project	Description
NW 16th Ave/NW 23rd Ave Resurfacing Project	Approved 30% plans.
SW 1st Place Multi-use Path	Approved 60 percent plans as proposed and direct staff to proceed with construction once final plans have been completed.
Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301	Approved awarding of Construction Contract to V.E. Whitehurst, Inc. and construction began 03/03/11.
Resurfacing of N. Main Street with Associated Signalization Improvements	Approved awarding of Construction Contract to APAC-Southeast, Inc.
Option Gas Tax Projects: CR 231, NW 16th Ave, SW 63rd Blvd/SW 62nd Ave.	Approve "up-front" financing for the construction included GGCC construction financing to save costs.

Projects Added

Project	Description	Budget
Gainesville Golf and Country Club Special Assessment District	Special Assessment District for the milling and resurfacing of streets in the Gainesville Golf and Country Club neighborhood.	\$ 500,000

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
2nd Quarter

Technology

Highlights

Project	Description
Storage Area Network (SAN) Upgrade	The Storage Area Network (SAN) provides data storage capacity for County systems and infrastructure for business continuity in case of emergencies or natural disasters. During the last 18 months, the disk storage requirements for all applications in use by Alachua County have increased exponentially. Additional disk space in the SAN is needed to provide enough data storage to keep up with the storage demands and to offer data replication and disaster recovery between the main computer room at Wilson building and the Emergency Operations Center computer room. Phase 1 of the expansion of storage capacity for the SAN was completed without incident over the January 14th weekend.

Projects Added

Project	Description	Budget
Storage Area Network (SAN) Expansion	The ITS Tech Fund received General Fund Reserves to purchase storage capacity for Phase 2 of the County SAN equipment and expansion of the Disaster Recovery System for the County's data network. A major upgrade of hardware and software is needed to develop a consolidated data backup system to minimize system recovery time following a network failure of the enterprise and departmental applications used by County BOCC agencies. Total cost of the project will be \$204,900 with ITS contributing \$74,500 from the remaining funds in the ITS Technology Investment accounts, resulting in \$130,400 in additional funds from reserves. This hardware, software and additional storage capacity is necessary to maintain a level of redundancy for disaster recovery as well as provide disk capacity for existing and new applications, virtual desktop and server deployments. Recent SAN system failures have placed the County's data infrastructure recovery capabilities under severe stress. The network failures exposed weaknesses in the SAN / Disaster Recovery infrastructure and the urgency to resolve this problem to prevent future incidents from occurring.	\$ 130,400

Projects Completed

Project	Description	Budget	Cost
None			

Yachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
2nd Quarter

Parks

Highlights

Project	Description
Kanapaha Park Community Center	Construction drawings near 100% completion
Poe Springs Retaining Wall	Permits received, final construction drawings being completed for bidding.

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
2nd Quarter

Alachua County Forever

Highlights

Project	Description
5580 San Felasco Hammock Additions	March 22, 2011: BoCC approved purchase of Rolling Meadows LLC, tract. Purchase price (Land): \$2,331,280
5576 Lake Forest Creek	March 22, 2011: BoCC approved contract for Conservation Easement on Kincaed & Tabone tract. Final purchase subject to due dilligence and final BoCC action. Purchase price (CE): \$170,000

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Comprehensive GovMax CIP Report

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
037 Court Related Facilities Preservation (FS 318.18)												
<u>3199 Court Related - CP</u>												
3100 Court Related	0	0	-	0	-	0	-	605,000	0	-	0	-
3110 Facilities Statute 318.18	0	0	-	0	-	605,000	-	0	0	-	605,000	-
3119 Courtroom Renovation	0	0	-	0	-	0	-	82,139	31,919	38.9	0	-
3148 Court Security Project	0	0	-	0	-	40,000	-	41,322	5,828	14.1	40,000	-
3199 Court Related - CP	0	0	-	0	-	645,000	-	728,461	37,747	5.2	645,000	-
<u>3399 Court Administrator - CP</u>												
3350 Court Administration - Capital	0	0	-	0	-	65,000	-	157,417	137	0.1	65,000	-
3450 State Attorney - Capital Preservation	0	0	-	0	-	30,000	-	124,759	0	-	30,000	-
3399 Court Administrator - CP	0	0	-	0	-	95,000	-	282,176	137	-	95,000	-
<u>3499 State Attorney - CP</u>												
3451 State Attorney - Window Replace &	0	0	-	0	-	0	-	14,723	14,723	100.0	0	-
3499 State Attorney - CP	0	0	-	0	-	0	-	14,723	14,723	100.0	0	-
<u>3599 Public Defender - CP</u>												
3650 Public Defender - Capital Preservation	0	0	-	0	-	30,000	-	104,667	2,149	2.1	30,000	-
3651 Public Defender - Window Replace &	0	0	-	0	-	0	-	17,840	17,840	100.0	0	-
3699 Public Defender - CP	0	0	-	0	-	30,000	-	122,507	19,989	16.3	30,000	-
<u>3799 Courts & Corrections - CP</u>												
3750 Clerk of Courts - Capital Preservation	0	0	-	0	-	30,000	-	76,521	4,476	5.8	30,000	-
3799 Courts & Corrections - CP	0	0	-	0	-	30,000	-	76,521	4,476	5.8	30,000	-
037 Court Related Facilities Preservation (FS	0	0	-	0	-	800,000	-	1,224,388	77,073	6.3	800,000	-
200 Capital Preservation												
<u>1399 Tax Collector - CP</u>												
1306 Tax Collector Admin Bldg Renovation	0	0	-	0	-	0	-	33,159	33,159	100.0	0	-
1399 Tax Collector - CP	0	0	-	0	-	0	-	33,159	33,159	100.0	0	-
<u>1790 County Manager - CP</u>												
1761 Powerline & Light Management Control	0	0	-	506	-	0	100.0	28,495	28,494	100.0	0	-
1790 County Manager - CP	0	0	-	506	-	0	100.0	28,495	28,494	100.0	0	-
<u>1890 Admin Services - Admin - CP</u>												
1822 Emergency - Replace Force Main	0	0	-	21,822	-	0	100.0	8,179	0	-	0	-
1890 Admin Services - Admin - CP	0	0	-	21,822	-	0	100.0	8,179	0	-	0	-
<u>1892 Facilities - CP</u>												
1878 Facilities Maintenance Warehouse	0	0	-	0	-	0	-	8,258	8,258	100.0	0	-
1892 Facilities - CP	0	0	-	0	-	0	-	8,258	8,258	100.0	0	-
<u>3299 Jail - CP</u>												
3211 ACSO Jail Server Room HVAC	0	0	-	0	-	0	-	37,201	37,201	100.0	0	-
3266 ACSO - Jail Loading Dock Lift	0	0	-	56,094	-	0	100.0	0	0	-	0	-
3266 Jail IPS Generator Switchboard Repair	0	0	-	0	-	0	-	28,682	28,682	100.0	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
200 Capital Preservation												
3299 Jail - CP												
3267 Jail Showers Tile Repair	0	0	-	0	-	0	-	46,716	0	-	0	-
3299 Jail - CP	0	0	-	56,094	-	0	100.0	112,699	66,883	58.5	0	-
6598 Comprehensive Planning - CP												
6508 Emergency Annex Bldg Envelope	0	0	-	30,059	-	0	100.0	17,416	0	-	0	-
6598 Comprehensive Planning - CP	0	0	-	30,059	-	0	100.0	17,416	0	-	0	-
7197 Law Enforcement - CP												
7156 ASO - Emergency HQ HVAC Duct	0	0	-	38,594	-	0	100.0	0	0	-	0	-
7197 Law Enforcement - CP	0	0	-	38,594	-	0	100.0	0	0	-	0	-
7198 Sheriff Communications - CP												
7158 ACSO HQ and CCC Window Shutter	0	0	-	251	-	0	100.0	146,563	143,566	97.9	0	-
7198 Sheriff Communications - CP	0	0	-	251	-	0	100.0	146,563	143,566	97.9	0	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	250,000	-	107,951	0	-	171,120	-31.6
9900 Capital Projects	0	0	-	0	-	250,000	-	107,951	0	-	171,120	-31.6
200 Capital Preservation	0	0	-	147,325	-	250,000	69.7	462,640	279,360	60.4	171,120	-31.6
210 Utility Savings Reinvestment Program												
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
9900 Capital Projects	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
210 Utility Savings Reinvestment Program	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
300 Capital Projects-General												
0439 Transfer Out - CP												
0000 Non-Departmental	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	-21.5	1,278,112	1,278,112	100.0	1,278,112	-
0439 Transfer Out - CP	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	-21.5	1,278,112	1,278,112	100.0	1,278,112	-
1299 Supervisor of Elections - CP												
1203 SOE Modular Building	0	0	-	125,753	-	0	100.0	572,248	0	-	0	-
1204 SOE Warehouse Roof Replace	0	0	-	0	-	156,240	-	70,898	246	0.3	0	100.0
1299 Supervisor of Elections - CP	0	0	-	125,753	-	156,240	24.2	643,146	246	-	0	100.0
1399 Tax Collector - CP												
1301 Tag Agency 34th St Roof Repla Int & Ext	0	0	-	0	-	84,630	-	84,630	0	-	0	100.0
1399 Tax Collector - CP	0	0	-	0	-	84,630	-	84,630	0	-	0	100.0
1698 Information Services - CP												
1604 ITS Carpet Repl & Paint	2,577	0	100.0	0	-	0	-	0	0	-	0	-
1605 ITS 2nd Floor Remodel	2,437	0	100.0	0	-	0	-	0	0	-	0	-
1698 Information Services - CP	5,015	0	100.0	0	-	0	-	0	0	-	0	-

300 Capital Projects-General

1812 Facilities Management

1816 Utilities

1812 Facilities Management

1819 Admin Services - Admin - CP

1819 Emergency Upgrade UPS E&T (in

1872 Emergency Admin Bldg Water Inactivation

1878 Parking Lot Seal & Slope Group B

1877 Admin Bldg - Cooling Tower

1890 Admin Services - Admin - CP

1892 Facilities - CP

1818 Administrative Services - Annual Roof

1869 Admin Building Fire Alarm

1866 Downtown Motor Space Needs

1866 ADM BLDG-HVAC Renovation

1867 BLDG CONTROLS UPGRD-PH 1

1868 Farmers Market - Metal Roof

1869 Farmers Market - Building Additions

1871 ADM BLDG - SOE Renovations

1872 City Buildings - Restroom Renov-1

1873 Administrative Services - Auto Building

1892 Facilities - CP

2599 Animal Services - CP

2502 Door Replacement

2505 Parking/Inchometer Improvement

2506 Space Needs Study

2507 Animal Services Fire Alarm Upgrade

2508 Public Works Generator

2599 Animal Services - CP

2990 CSS - Admin - CP

2992 CSS - Parking Lot Expansion

2993 CSS - Patrol Motorpump P107

2994 Emergency Lighting Protection on the

2990 CSS - Admin - CP

2991 Ag Extension - CP

2991 CSS - AG Center & CCC Carport

2991 Agriculture Center Fire Alarm Upgrade

2991 Ag Extension - CP

3299 Jail - CP

3201 HVAC Renovation & Repl

3203 Sheriff-Jail Security Doors Design &

FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Actual	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Adopted	FY 2012 % Chg
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17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
0	33,667	-	0	100.0	0	-	0	0	-	0	-
5,917	0	100.0	0	-	0	-	0	0	-	0	-
0	4,951	-	0	100.0	0	-	0	0	-	0	-
0	141,085	-	1,421	-99.9	0	100.0	650	650	100.0	0	-
5,917	180,303	2,947.2	1,521	-99.2	0	100.0	660	660	100.0	0	-
0	32,550	-	0	100.0	0	-	0	0	-	0	-
3,057	12,980	324.6	0	100.0	0	-	0	0	-	0	-
17,425	0	100.0	0	-	0	-	0	0	-	0	-
11,724	415,742	3,446.1	84,925	-79.6	0	100.0	30,388	30,387	100.0	0	-
78,246	75,956	-2.9	0	100.0	0	-	0	0	-	0	-
16,280	0	100.0	0	-	0	-	0	0	-	0	-
7,659	287,353	3,401.1	0	100.0	0	-	0	0	-	0	-
6,692	0	100.0	0	-	0	-	0	0	-	0	-
0	144,859	-	11,295	-92.2	0	100.0	21,460	10,613	48.5	0	-
7,400	130,019	1,724.6	30,118	-77.7	0	100.0	0	0	-	0	-
146,569	1,064,480	629.8	126,338	-88.4	0	100.0	61,868	41,010	78.1	0	-
6,609	0	100.0	0	-	0	-	0	0	-	0	-
3,816	0	100.0	0	-	0	-	0	0	-	0	-
5,378	0	100.0	0	-	0	-	0	0	-	0	-
22,113	5,378	-75.7	0	100.0	0	-	0	0	-	0	-
65,572	0	100.0	0	-	0	-	0	0	-	0	-
123,487	5,378	-95.6	0	100.0	0	-	0	0	-	0	-
2,737	0	100.0	72,502	-	0	100.0	0	0	-	0	-
6,400	0	100.0	0	-	0	-	0	0	-	0	-
0	59,938	-	0	100.0	0	-	0	0	-	0	-
8,137	59,938	556.0	72,502	21.0	0	100.0	0	0	-	0	-
21,603	0	100.0	0	-	0	-	0	0	-	0	-
14,742	99	-99.3	0	100.0	0	-	0	0	-	0	-
36,345	99	-99.7	0	100.0	0	-	0	0	-	0	-
97,669	12,946	-86.7	0	100.0	0	-	0	0	-	0	-
436	66,703	153.8	0	100.0	0	-	0	0	-	0	-

300 Capital Projects-General

	FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Adopted	FY 2011 Actual	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Budget	FY 2012 % Chg
3299 Jail - CP													
3204 Sheriff-Jail Security Camera	0	278	-	755,371	271,031.0	0	100.0	-	0	0	-	0	-
3205 Sheriff-Jail Overhead Sully Port Doors	36,411	0	100.0	0	-	0	0	-	0	0	-	0	-
3206 Sheriff-Jail Mifflin Grinders	0	86,528	-	90,408	4.5	0	100.0	-	9,592	0	-	0	-
3207 Emergency Jail Infrastructure	103,562	30,121	-76.8	0	100.0	0	0	-	0	0	-	0	-
3208 ACSO - Jail Kitchen Design & Remodel	0	0	-	49,974	-	0	100.0	-	10,504	114	-	0	-
3209 ACSO - Jail Kitchen Renovation Phase I	0	0	-	102,877	-	0	100.0	-	236,846	26,542	11.2	0	-
3212 ACSO Jail Kitchen Renovation Phase II	0	0	-	0	-	400,000	0	-	400,000	0	-	0	-
3250 Jail Payroll Modification	123,966	1,095	-98.1	0	100.0	0	0	-	0	0	-	0	-
3251 Jail Stenpley Rooms	8,628	0	100.0	0	-	0	0	-	0	0	-	0	-
3254 ACSO Jail HQ Water Heater	51,110	0	100.0	0	-	0	0	-	0	0	-	0	-
3261 Jail Window Replacement	0	0	-	34,455	-	0	100.0	-	555,910	555,910	100.0	0	-
3262 Jail Lobby Security Enhancement	0	21,569	-	0	100.0	0	0	-	0	0	-	0	-
3283 Jail Exterion Paint & Seal	0	13,036	-	0	100.0	0	0	-	0	0	-	0	-
3299 Jail - CP	421,773	232,278	-44.9	1,002,785	344.6	400,000	413	1,212,952	692,866	48.0	0	100.0	
3399 Court Administrator - CP													
3335 Civil Chanc Door & Hard	345	0	100.0	0	-	0	0	-	0	0	-	0	-
3399 Court Administrator - CP	345	0	100.0	0	-	0	0	-	0	0	-	0	-
3691 Drug Court - CP													
3652 Wilson Drug Capt & Paint	2,826	0	100.0	0	-	0	0	-	0	0	-	0	-
3655 Aids and Assistance	196,500	0	100.0	0	-	0	0	-	0	0	-	0	-
3691 Drug Court - CP	196,326	0	100.0	0	-	0	0	-	0	0	-	0	-
3692 Metamorphosis - CP													
3610 Metamorphosis	19,864	0	100.0	0	-	0	0	-	0	0	-	0	-
3692 Metamorphosis - CP	19,864	0	100.0	0	-	0	0	-	0	0	-	0	-
3695 Day Reporting - CP													
3602 Emergency - Wilson Bldg Window &	0	0	-	21,266	-	0	100.0	-	108,267	0	-	0	-
3695 Day Reporting - CP	0	0	-	21,266	-	0	100.0	-	108,267	0	-	0	-
5493 Public Safety Admin - CP													
5401 Emergency Fire Rescue Headquarters	0	68,369	-	0	100.0	0	0	-	0	0	-	0	-
5432 EMS NV 6th Street Station Design	7,917	6,093	-23.0	0	100.0	0	0	-	0	0	-	0	-
5454 Station #25 Grove Park Land Purchase	123,175	39,545	-67.9	0	100.0	0	0	-	0	0	-	0	-
5481 Fire Rescue Master Plan	148	81,674	55,253.4	0	100.0	0	0	-	0	0	-	0	-
5482 FRS #16 & 15-paint & Fir	46,904	0	100.0	0	-	0	0	-	0	0	-	0	-
5483 FRS High-Portable Water Sys	29,460	0	100.0	0	-	0	0	-	0	0	-	0	-
5486 Fire Station 16 Truck Bay Repair	23,550	0	100.0	0	-	0	0	-	0	0	-	0	-
5487 FRS Jonessville Station	148,732	280,302	88.5	0	100.0	0	0	-	0	0	-	0	-
5488 EMS Disaster Storage Fairground/Main	17,800	12,800	-33.5	0	100.0	0	0	-	0	0	-	0	-
5489 ALS Rescue #1 Replacement	0	29,505	-	0	100.0	0	0	-	0	0	-	0	-
5491 Fire HQ Generator Replacement	0	13,195	-	0	100.0	0	0	-	0	0	-	0	-
5492 Fire Roll-Up Doors Repair Group B	0	0	-	0	100.0	0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
300 Capital Projects-General												
5493 Public Safety Admin - CP	457,291	549,343	20.1	0	100.0	0	-	0	0	-	0	-
5498 Rescue Medical Services - CP												
5453 Emergency Station #12 Air Quality	17,384	50,788	192.2	0	100.0	0	-	0	0	-	0	-
5498 Rescue Medical Services - CP	17,384	50,788	192.2	0	100.0	0	-	0	0	-	0	-
5593 Environmental - Admin - CP												
5502 Energy & Water Conservation Project	0	35,686	-	0	100.0	0	-	98,365	20,825	21.2	0	-
5593 Environmental - Admin - CP	0	35,686	-	0	100.0	0	-	98,365	20,825	21.2	0	-
6598 Comprehensive Planning - CP												
5502 Annex Elevator Modernization	102,760	0	100.0	0	-	0	-	0	0	-	0	-
5504 Annex Building Upgrade Fire Alarm	4,440	0	100.0	0	-	0	-	0	0	-	0	-
5505 Annex Heatpump Replacement	480	49,429	10,188.1	0	100.0	0	-	0	0	-	0	-
5507 Emergency Annex Bldg Re-Roof	0	0	-	0	-	0	-	39,500	3,500	8.9	0	-
6598 Comprehensive Planning - CP	107,681	49,429	-54.1	0	100.0	0	-	39,600	3,500	8.9	0	-
7197 Law Enforcement - CP												
7102 Sheriff - ASO HAVAC & Duct Works	69,746	0	100.0	0	-	0	-	0	0	-	0	-
7104 Sheriff - Jail Parking Lot Re-Surface	8,214	0	100.0	0	-	0	-	0	0	-	0	-
7106 Sheriff - CCC/ASO External Paint	160	0	100.0	0	-	0	-	0	0	-	0	-
7107 Sheriff - ASO Headquarters External	658	0	100.0	0	-	0	-	0	0	-	0	-
7108 Sheriff - ASO Fleet Maintenance Facility	18,125	0	100.0	0	-	0	-	0	0	-	0	-
7109 Sheriff - Emergency ACSO Fleet Design	0	44,751	-	84,923	89.8	0	100.0	0	0	-	0	-
7151 Sheriff - ASO Headquarters HVAC	154,880	54,428	-64.9	112,871	107.0	0	100.0	0	0	-	0	-
7153 Sheriff - Purpura Land Purchase	0	180,279	-	0	100.0	0	-	0	0	-	0	-
7154 Headquarter Bldg Foam Re-Roof	0	791	-	215,368	27,118.3	0	100.0	6,672	6,671	100.0	0	-
7197 Law Enforcement - CP	251,782	280,249	11.3	412,962	47.4	0	100.0	6,672	6,671	100.0	0	-
7198 Sheriff Communications - CP												
7152 Sheriff - Emergency Upgrade UPS CCC	0	53,827	-	35,623	-33.8	0	100.0	0	0	-	0	-
7157 Sheriff Admin Server Rm Fire Supp	0	0	-	15,575	-	0	100.0	159,426	76,500	48.0	0	-
7198 Sheriff Communications - CP	0	53,827	-	51,198	-4.9	0	100.0	169,426	76,500	48.0	0	-
7699 Waste Management - CP												
7622 Emergency Roof Repair at Public Works	28,500	0	100.0	0	-	0	-	0	0	-	0	-
7699 Waste Management - CP	28,500	0	100.0	0	-	0	-	0	0	-	0	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	546,733	0	-	996,809	-
9900 Capital Projects	0	0	-	0	-	0	-	546,733	0	-	996,809	-
300 Capital Projects-General	2,631,739	3,861,157	46.7	3,472,437	-10.1	1,918,982	-44.7	4,230,311	2,010,080	47.5	2,274,921	18.6

301 Capital Projects-Public Works

0439 Transfer Out - CP												
4101 Recreation Master Plan	0	0	-	4,200	-	0	100.0	0	0	-	0	-
7512 Road & Bridge / Modular Building	0	0	-	53,595	-	0	100.0	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
301 Capital Projects-Public Works												
0439 Transfer Out - CP	0	0	-	57,795	-	0	100.0	0	0	-	0	-
4199 Parks and Recreation - CP												
4101 Recreation Master Plan	15,245	0	100.0	0	-	0	-	0	0	-	0	-
4199 Parks and Recreation - CP	15,245	0	100.0	0	-	0	-	0	0	-	0	-
7999 Transportation - CP												
7912 Road & Bridge / Modular Building	9,172	237,069	2,484.8	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	9,172	237,069	2,484.8	0	100.0	0	-	0	0	-	0	-
301 Capital Projects-Public Works	24,416	237,069	871.0	57,795	-75.6	0	100.0	0	0	-	0	-

302 WSPP - Environmentally Sensitive Land

5599 Land Conservation - CP												
5560 Land Conservation	0	7,000	-	6,426,979	91,714.0	0	100.0	1,539,465	23,415	1.5	0	-
5561 Mill Creek	0	0	-	1,190	-	0	100.0	0	0	-	0	-
5562 Lochloosa Connector	0	10,606	-	25,257	133.7	0	100.0	779,279	745,316	95.6	0	-
5563 Watermelon Pond	0	1,771	-	13,385	855.7	0	100.0	0	0	-	0	-
5564 Barr Hammock	0	20,560	-	26,765	30.2	0	100.0	375,456	365,580	97.4	0	-
5569 Austin Cary	0	155,008	-	70	-100.0	0	100.0	0	0	-	0	-
5570 Kanapaha Prairie	0	1,302	-	150	-88.5	0	100.0	0	0	-	0	-
5571 Santa Fe River	0	10,420	-	32,662	213.5	0	100.0	0	6,925	-	0	-
5574 Lake Santa Fe	0	7,918	-	0	100.0	0	-	0	0	-	0	-
5576 Lake Forest Creek	0	16,308	-	20,232	24.1	0	100.0	0	8,300	-	0	-
5577 Lochloosa Creek Flatwoods	0	9,818	-	3,139	-67.4	0	100.0	0	0	-	0	-
5579 Paynes Prairie Additions	0	513,044	-	3,984	-99.2	0	100.0	0	0	-	0	-
5580 San Felasco Additions	0	42,264	-	32,466	-23.2	0	100.0	2,793,342	12,045	0.4	0	-
5582 Gainesville Archipelago	0	0	-	18,094	-	0	100.0	0	0	-	0	-
5599 Land Conservation - CP	0	796,020	-	6,804,374	729.7	0	100.0	5,487,542	1,161,581	21.2	0	-
302 WSPP - Environmentally Sensitive Land	0	796,020	-	6,804,374	729.7	0	100.0	5,487,542	1,161,581	21.2	0	-

303 WSPP - Parks & Recreation

4199 Parks and Recreation - CP												
4100 Recreation	0	492	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	0	-	0	-	1,103,280	258,933	23.5	0	-
4124 Senior Center Contribution per WSPP	0	0	-	0	-	0	-	1,500,000	0	-	0	-
4199 Parks and Recreation - CP	0	492	-	0	100.0	0	-	2,603,280	258,933	9.9	0	-
303 WSPP - Parks & Recreation	0	492	-	0	100.0	0	-	2,603,280	258,933	9.9	0	-

304 Prairie Bluff Special Assessment

7999 Transportation - CP												
7917 Prairie Bluff Paving Assessment	0	0	-	0	-	0	-	71,525	0	-	0	-
7918 Gainesville CC Paving Assessment	0	0	-	0	-	0	-	426,160	0	-	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	497,685	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
304 Prairie Bluff Special Assessment	0	0	-	0	-	0	-	497,685	0	-	0	-

305 ACF 2010 Bond Capital Projects Fund**5599 Land Conservation - CP**

5560 Land Conservation	0	0	-	0	-	0	-	563,000	0	-	0	-
5599 Land Conservation - CP	0	0	-	0	-	0	-	563,000	0	-	0	-
305 ACF 2010 Bond Capital Projects Fund	0	0	-	0	-	0	-	563,000	0	-	0	-

318 Parks and Recreation Capital**0439 Transfer Out - CP**

0000 Non-Departmental	847,150	346,020	-59.2	346,020	-	881,250	154.7	881,250	881,250	100.0	346,020	-60.7
9000 35th Street Park	0	50,000	-	0	100.0	0	-	0	0	-	0	-
0439 Transfer Out - CP	847,150	396,020	-53.3	346,020	-12.6	881,250	154.7	881,250	881,250	100.0	346,020	-60.7

2990 CSS - Admin - CP

2985 Southwest Community Resource	0	0	-	0	-	0	-	225,000	119,701	53.2	0	-
2990 CSS - Admin - CP	0	0	-	0	-	0	-	225,000	119,701	53.2	0	-

4199 Parks and Recreation - CP

4100 Recreation	0	63,417	-	0	100.0	0	-	0	0	-	0	-
4103 SE 35th Street Park Improvements	0	6,393	-	0	100.0	0	-	0	0	-	0	-
4107 Recreation / Montecocha Park Restroom	112,597	94,858	-15.8	0	100.0	0	-	0	0	-	0	-
4108 Recreation / Copeland Park Restroom	102,013	50,226	-50.8	0	100.0	0	-	0	0	-	0	-
4115 Parks & Rec - Kanapha Park Restroom	6,375	17,259	170.7	0	100.0	0	-	0	0	-	0	-
4116 Parks & Rec - Poe Springs	0	95,009	-	77,294	-18.6	0	100.0	54,697	13,293	24.3	70	-
4117 Parks & Rec - Owens/Illinois	0	125,378	-	65,492	-47.8	0	100.0	111,381	0	-	0	-
4118 Parks & Rec - MK Rowlings Playground	0	111,778	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapha Park Community Center	0	0	-	203	-	0	100.0	296,228	0	-	0	-
4125 Owens Illinois Boardwalk & Pier	0	0	-	0	-	0	-	0	0	-	85,000	-
4126 M. K. Rawlings Picnic Area	0	0	-	0	-	0	-	0	0	-	80,980	-
9000 35th Street Park	0	0	-	0	-	0	-	25,000	0	-	0	-
4199 Parks and Recreation - CP	220,984	564,317	155.4	142,989	-74.7	0	100.0	487,306	13,293	2.7	166,980	-
318 Parks and Recreation Capital	1,068,134	960,337	-10.1	489,009	-49.1	881,250	80.2	1,593,556	1,014,244	63.6	612,000	-41.9

319 Campus Development Agreement**7999 Transportation - CP**

7910 TIP	48,066	134,627	180.1	178,273	30.9	0	100.0	1,960,629	534,114	27.2	0	-
7999 Transportation - CP	48,066	134,627	180.1	178,273	30.9	0	100.0	1,960,629	534,114	27.2	0	-
319 Campus Development Agreement	48,066	134,627	180.1	178,273	30.9	0	100.0	1,960,629	534,114	27.2	0	-

321 Court Space Need-Courtroom Court House**3199 Court Related - CP**

3111 Court Facility Court Space Needs	26,416	0	100.0	0	-	0	-	0	0	-	0	-
3199 Court Related - CP	26,416	0	100.0	0	-	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Actual	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Adopted	FY 2012 % Chg
321 Court Space Need-Courtroom Court	28,416	0	100.0	-	-	-	-	0	0	-	0	-
326 Legacy Lands Program												
5599 Land Conservation - CP												
5599 Land Conservation	0	0	-	0	-	0	-	3,153,972	0	-	0	-
5599 Lochloosa Connector	3,431,262	1,436	-100.0	0	100.0	0	-	0	0	-	0	-
5593 Watermelon Pond	38,144	221,563	466.0	0	100.0	0	-	0	0	-	0	-
5594 Barr Hammock	103,647	115,783	11.7	0	100.0	0	-	0	0	-	0	-
5599 Austin Cary	428,705	25,142	-94.1	0	100.0	0	-	0	0	-	0	-
5570 Kanapaha Prairie	718,032	3,376	-98.5	0	100.0	0	-	0	0	-	0	-
5571 Santa Fe River	1,187,940	22,082	-98.1	0	100.0	0	-	0	0	-	0	-
5574 Lake Santa Fe	187,076	11,008	-94.4	0	100.0	0	-	1,800	0	-	0	-
5576 Lake Forest Creek	0	3,842	-	0	100.0	0	-	0	0	-	0	-
5577 Lochloosa Creek Floodroads	11,032	1,244	-88.7	0	100.0	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	3,010	3,697	22.8	0	100.0	0	-	0	0	-	0	-
5590 San Felasco Additions	0	10,143	-	0	100.0	0	-	0	0	-	0	-
5599 Land Conservation - CP	6,099,847	419,326	-93.1	0	100.0	0	-	3,156,772	0	-	0	-
326 Legacy Lands Program	6,099,847	419,326	-93.1	0	100.0	0	-	3,156,772	0	-	0	-
327 Technology Plan												
1598 Information Services - CP												
1593 Tech Plan	706,137	34,685	-95.1	0	100.0	0	-	0	0	-	0	-
1598 Court Technology	0	24,000	0	0	100.0	0	-	0	0	-	0	-
1598 Intrusion Prevention System	37,556	0	100.0	0	-	0	-	0	0	-	0	-
1598 Network/Internet Monitor	16,914	0	100.0	0	-	0	-	0	0	-	0	-
1510 Migration-Microsoft Exchange Server	0	1,680	-	0	100.0	0	-	0	0	-	0	-
1511 City-Wide Enterprise Projects	0	20,086	-	0	100.0	0	-	0	0	-	0	-
1512 Stellant Document Management - EDP	5,276	0	100.0	0	-	0	-	0	0	-	0	-
1516 Countywide VCC Projects	0	0	-	0	-	0	-	0	0	-	0	-
1522 Server Virus & Malware Maintenance	0	26,572	-	0	100.0	0	-	0	0	-	0	-
1530 SAN Upgrade for all County	0	0	-	0	-	82,428	200,000	142.6	189,398	96.2	200,000	0
1531 Internet Connectivity Upgrade	0	0	-	0	-	29,897	0	100.0	0	0	0	-
1532 Colib & Day Port Svcs	0	0	-	0	-	67,360	0	100.0	0	0	0	-
1533 Barricada Sprayer Software	0	0	-	0	-	20,745	0	100.0	0	0	0	-
1598 Information Services - CP	755,862	107,623	-85.9	329,442	206.1	200,000	-38.3	384,932	189,398	66.2	200,000	-
1593 Human Resources - CP												
1592 HTE Module - HR	41,029	0	100.0	0	-	0	-	0	0	-	0	-
1593 Human Resources - CP	41,029	0	100.0	0	-	0	-	0	0	-	0	-
3697 Court Services - Community Services - CP												
3691 Sharpsight East Connector	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
3697 Court Services - Community Services - CP	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
5493 Public Safety Admin - CP												

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327 Technology Plan												
5493 Public Safety Admin - CP												
5436 Fire Data Collection/GIS	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5493 Public Safety Admin - CP	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5593 Environmental - Admin - CP												
5501 EPD Mobile GIS/GPS System	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
5593 Environmental - Admin - CP	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
6598 Comprehensive Planning - CP												
6506 Growth Mgmt CD Plus Upgrade	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6598 Comprehensive Planning - CP	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6899 Development Review - CP												
6801 Public Works SANS Deployment	0	72,054	-	0	100.0	0	-	0	0	-	0	-
6899 Development Review - CP	0	72,054	-	0	100.0	0	-	0	0	-	0	-
327 Technology Plan	826,885	207,123	-75.0	358,942	73.3	200,000	-44.3	368,432	202,898	66.6	200,000	-
328 West End Special Assesmnt												
7999 Transportation - CP												
9100 Road Construction	186	193	3.9	92,459	47,776.4	0	100.0	25,739	126	0.5	0	-
7999 Transportation - CP	186	193	3.9	92,459	47,776.4	0	100.0	25,739	126	0.5	0	-
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	100.0	25,739	126	0.5	0	-
329 FDOT County Incentive Grant												
7999 Transportation - CP												
9100 Road Construction	306,720	1,719	-99.4	0	100.0	0	-	0	0	-	0	-
9110 24th/52nd Fdot Cty Incent	13,472	52,071	286.5	1,240	-97.6	0	100.0	41,699	11,241	27.0	0	-
7999 Transportation - CP	320,192	53,790	-83.2	1,240	-97.7	0	100.0	41,699	11,241	27.0	0	-
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	100.0	41,699	11,241	27.0	0	-
330 Special Assessment NE 132 Avenue												
7999 Transportation - CP												
9100 Road Construction	506	499	-1.4	517	3.6	0	100.0	277,104	323	0.1	0	-
7999 Transportation - CP	506	499	-1.4	517	3.6	0	100.0	277,104	323	0.1	0	-
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	100.0	277,104	323	0.1	0	-
331 ACForever G.O. Bond Capital												
5599 Land Conservation - CP												
5562 Lochloosa Connector	232,511	0	100.0	0	-	0	-	0	0	-	0	-
5563 Watermelon Pond	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5564 Barr Hammock	9,620	0	100.0	0	-	0	-	0	0	-	0	-
5570 Kanapaha Prairie	150	0	100.0	0	-	0	-	0	0	-	0	-

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331 ACForever G.O. Bond Capital												
<u>5599 Land Conservation - CP</u>												
5571 Santa Fe River	87,574	0	100.0	0	-	0	-	0	0	-	0	-
5574 Lake Santa Fe	16,978	0	100.0	0	-	0	-	0	0	-	0	-
5577 Lochloosa Creek Flatwoods	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	1,979	0	100.0	0	-	0	-	0	0	-	0	-
5599 Land Conservation - CP	353,761	0	100.0	0	-	0	-	0	0	-	0	-
331 ACForever G.O. Bond Capital	353,761	0	100.0	0	-	0	-	0	0	-	0	-
332 Combined Communication Center Capital Projects												
<u>7198 Sheriff Communications - CP</u>												
7150 Sheriff - Sheriff Communication (CCG)	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
7198 Sheriff Communications - CP	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
332 Combined Communication Center Capital	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
333 Scott Phifer House												
<u>6899 Development Review - CP</u>												
7922 Waits House	6,392	0	100.0	0	-	0	-	0	0	-	0	-
6899 Development Review - CP	6,392	0	100.0	0	-	0	-	0	0	-	0	-
333 Scott Phifer House	6,392	0	100.0	0	-	0	-	0	0	-	0	-
334 Facilities Statute 318.18												
<u>3199 Court Related - CP</u>												
3110 Facilities Statute 318.18	26,491	7,677	-71.0	48,926	537.3	0	100.0	554,593	0	-	0	-
3112 Civil Courthouse Upgrade Fire Alarm	25,310	0	100.0	0	-	0	-	0	0	-	0	-
3113 Maint Street Legal Upgrade Fire Alarm	59	0	100.0	0	-	0	-	0	0	-	0	-
3116 State Attorney Interior Paint	509	0	100.0	0	-	0	-	0	0	-	0	-
3117 Civil Courthouse HVAC Renovation	10,365	0	100.0	255	-	0	100.0	148,795	255	0.2	0	-
3118 Civil Courthouse Roof Replacement	20,822	169,894	716.0	0	100.0	0	-	0	0	-	0	-
3119 Courtroom Renovation	70,957	73,736	3.9	92,887	26.0	0	100.0	0	0	-	0	-
3121 Renovation Loading Docks/Steps	20,367	1,088	-94.7	0	100.0	0	-	0	0	-	0	-
3122 Drilling for Tech-CJC	2,027	4,908	142.0	0	100.0	0	-	0	0	-	0	-
3127 Eliminate Ductwork Noise-CJC	3,027	0	100.0	0	-	0	-	0	0	-	0	-
3132 Renovate Front/Rear Entrance	13,294	0	100.0	0	-	0	-	0	0	-	0	-
3133 Expand Traffic Bureau-Criminal	0	0	-	23,056	-	0	100.0	0	0	-	0	-
3134 Upgrade Civil Restrooms	0	0	-	50,000	-	0	100.0	0	0	-	0	-
3146 General Court Related Needs	8,500	6,918	-18.6	31,338	353.0	0	100.0	0	0	-	0	-
3147 Chief Judge Public Area	44,224	84,977	92.2	53,694	-36.8	0	100.0	0	0	-	0	-
3148 Clerk Repair and Maintenance	3,535	60,735	1,618.3	84,586	39.3	0	100.0	0	0	-	0	-
3149 Court Security Project	18,587	9,587	-48.4	47,465	395.1	0	100.0	0	0	-	0	-
3151 Public Defender Repair and	0	26,743	-	0	100.0	0	-	0	0	-	0	-
3152 State Attorney Repair and Maintenance	23	25,487	111,685.8	1,481	-94.2	0	100.0	0	0	-	0	-

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334 Facilities Statute 318.18												
3199 Court Related - CP												
3183 Civil Courthouse Clerk Carpet	1,245	0	100.0	0	-	0	-	0	0	-	0	-
3184 ADA Compliance Project	0	0	-	0	-	0	-	80,000	0	-	0	-
9900 Capital Projects - Unallocated	0	0	-	0	-	50,000	-	990,648	0	-	50,000	-
3199 Court Related - CP	269,403	471,748	75.1	433,687	-8.1	50,000	-88.5	1,772,034	266	-	50,000	-
3399 Court Administrator - CP												
3332 Court Support Svc Building	986,630	232,741	-78.4	0	100.0	0	-	30,173	0	-	0	-
3339 Crim Ct Hs Stormwater Sys	0	0	-	0	-	0	-	49,995	0	-	0	-
3340 Fire Alarm and Sprawl System Upgrade	0	282	0	100.0	0	-	399,718	247,214	61.8	0	0	-
3341 Security System Camera Upgrade and	0	0	-	114,579	-	0	100.0	0	0	-	0	-
3399 Court Administrator - CP	986,630	233,024	-78.4	114,579	-50.8	0	100.0	479,886	247,214	51.5	0	-
334 Facilities Statute 318.18	1,256,033	704,772	-43.9	548,266	-22.2	50,000	-90.9	2,261,920	247,469	11.0	50,000	-
335 Cox Cable Capital Grants												
0475 Cox Cable												
0475 Cable Franchise Agreement	0	70,680	-	0	100.0	0	-	0	0	-	0	-
0475 Cox Cable	0	70,680	-	0	100.0	0	-	0	0	-	0	-
335 Cox Cable Capital Grants	0	70,680	-	0	100.0	0	-	0	0	-	0	-
336 Impact Fees-NW Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	14,303	32,520	127.4	29,874	-8.1	44,877	50.2	44,877	15,895	35.4	44,975	0.2
6598 Comprehensive Planning - CP	14,303	32,520	127.4	29,874	-8.1	44,877	50.2	44,877	15,895	35.4	44,975	0.2
7999 Transportation - CP												
7910 TIP	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	585,939	142.3
7999 Transportation - CP	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	585,939	142.3
336 Impact Fees-NW Transp District	184,175	32,520	-80.2	29,874	-8.1	286,687	859.7	3,785,206	15,895	0.4	630,914	120.1
337 Impact Fees-SW Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	24,314	55,282	127.3	50,777	-8.1	64,092	26.2	64,092	27,004	42.1	64,259	0.3
6598 Comprehensive Planning - CP	24,314	55,282	127.3	50,777	-8.1	64,092	26.2	64,092	27,004	42.1	64,259	0.3
7999 Transportation - CP												
7910 TIP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,863,209	69,391	1.5	1,191,636	129.6
7999 Transportation - CP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,863,209	69,391	1.5	1,191,636	129.6
337 Impact Fees-SW Transp District	28,024	73,551	162.5	61,394	-16.5	583,125	849.8	4,727,301	96,396	2.0	1,266,795	116.4
338 Impact Fees-East Transp District												
6598 Comprehensive Planning - CP												

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338 Impact Fees-East Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	1,430	3,192	123.2	2,969	-7.0	11,887	300.4	11,887	1,542	13.0	11,897	0.1
6598 Comprehensive Planning - CP	1,430	3,192	123.2	2,969	-7.0	11,887	300.4	11,887	1,542	13.0	11,897	0.1
7999 Transportation - CP												
7910 TIP	163	0	100.0	0	-	56,475	-	1,117,046	0	-	139,899	147.7
7999 Transportation - CP	163	0	100.0	0	-	56,475	-	1,117,046	0	-	139,899	147.7
338 Impact Fees-East Transp District	1,594	3,192	100.3	2,969	-7.0	68,362	2,202.8	1,128,933	1,542	0.1	161,796	122.0
339 Park/Recreation Impact Fee												
4199 Parks and Recreation - CP												
4100 Recreation	134	0	100.0	0	-	203,950	-	764,317	0	-	429,446	110.6
4114 Recreation / Jonesville Park - Soccer	0	0	-	210,000	-	0	100.0	0	0	-	0	-
4199 Parks and Recreation - CP	134	0	100.0	210,000	-	203,950	-2.9	764,317	0	-	429,446	110.6
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	3,907	30.3	12,946	0.2
6598 Comprehensive Planning - CP	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	3,907	30.3	12,946	0.2
339 Park/Recreation Impact Fee	4,425	8,675	96.1	218,610	2,419.9	216,866	-0.8	777,233	3,907	0.5	442,392	104.0
340 Fire Facility Impact Fee												
5499 Fire Protection Services - CP												
5480 Fire Protection Services	3,441	49	-98.8	0	100.0	37,397	-	37,397	0	-	112,798	201.6
5487 FRS Jonesville Station	0	381,124	-	0	100.0	0	-	0	0	-	0	-
5499 Fire Protection Services - CP	3,441	381,173	10,977.4	0	100.0	37,397	-	37,397	0	-	112,798	201.6
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	0	6,697	-	6,696	-	11,738	75.3	11,738	3,039	25.9	11,761	0.2
6598 Comprehensive Planning - CP	0	6,697	-	6,696	-	11,738	75.3	11,738	3,039	25.9	11,761	0.2
340 Fire Facility Impact Fee	3,441	367,870	11,172.0	6,696	-98.3	49,135	633.8	49,136	3,039	6.2	124,659	163.5
341 Transportation Trust Fund												
7999 Transportation - CP												
7910 TIP	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	-38.6	817,575	262,661	32.1	131,225	0.2
7999 Transportation - CP	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	-38.6	817,575	262,661	32.1	131,225	0.2
341 Transportation Trust Fund	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	-38.6	817,575	262,661	32.1	131,225	0.2
342 Economic Development Capital Fund												
0439 Transfer Out - CP												
4601 Economic Development	0	40,000	-	20,000	-50.0	40,000	100.0	40,000	40,000	100.0	40,000	-
0439 Transfer Out - CP	0	40,000	-	20,000	-50.0	40,000	100.0	40,000	40,000	100.0	40,000	-
4598 Economic Development - CP												

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
342 Economic Development Capital Fund												
4598 Economic Development - CP												
4501 Economic Development	187,646	142,037	-24.3	101,712	-28.4	0	100.0	945,450	26,927	2.8	0	-
4502 Fairgrounds Park Initiative	0	0	-	0	-	187,500	-	187,500	0	-	187,500	-
4503 Industrial Park Development	0	0	-	0	-	180,000	-	180,000	0	-	180,000	-
4598 Economic Development - CP	187,646	142,037	-24.3	101,712	-28.4	367,500	261.3	1,312,950	26,927	2.1	367,500	-
342 Economic Development Capital Fund	187,646	182,037	-3.0	121,712	-33.1	407,500	234.8	1,362,950	66,927	4.9	407,500	-
344 Alachua County Forever GO Bond, 2nd Issue												
5599 Land Conservation - CP												
5571 Santa Fe River	229,137	0	100.0	0	-	0	-	0	0	-	0	-
5582 Gainesville Archipelago	33,599	0	100.0	0	-	0	-	0	0	-	0	-
5583 ACF Acquisitions	0	1,083,640	-	0	100.0	0	-	12,599	0	-	0	-
5599 Land Conservation - CP	262,736	1,083,640	312.4	0	100.0	0	-	12,599	0	-	0	-
344 Alachua County Forever GO Bond, 2nd	262,736	1,083,640	312.4	0	100.0	0	-	12,599	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital												
7999 Transportation - CP												
7910 TIP	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
346 FRDAP FY06 35th Street Park												
4199 Parks and Recreation - CP												
4103 SE 35th Street Park Improvements	34,702	343,621	890.2	0	100.0	0	-	0	0	-	0	-
4111 Recreation / SE 35th St Community	0	124,647	-	119,560	-4.1	0	100.0	5,793	0	-	0	-
4199 Parks and Recreation - CP	34,702	468,268	1,249.4	119,560	-74.5	0	100.0	5,793	0	-	0	-
346 FRDAP FY06 35th Street Park	34,702	468,268	1,249.4	119,560	-74.5	0	100.0	5,793	0	-	0	-
347 Jonesville Park Rotary Donation												
4199 Parks and Recreation - CP												
4105 Recreation / Jonesville Park	150	0	100.0	676,857	-	0	100.0	71,062	4,901	6.9	0	-
4199 Parks and Recreation - CP	150	0	100.0	676,857	-	0	100.0	71,062	4,901	6.9	0	-
347 Jonesville Park Rotary Donation	150	0	100.0	676,857	-	0	100.0	71,062	4,901	6.9	0	-
348 2007 Public Improvement Revenue Bond												
2599 Animal Services - CP												
2513 Animal Services Renovation	0	0	-	61,812	-	0	100.0	938,188	36,714	3.9	0	-
2599 Animal Services - CP	0	0	-	61,812	-	0	100.0	938,188	36,714	3.9	0	-
3299 Jail - CP												
3269 Sheriff-Jail Dormitory and Barracks	3,367,888	1,498,023	-55.5	56,599	-98.2	0	100.0	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Public Improvement Revenue Bond												
3299 Jail - CP												
3260 Sheriff-Jail FPL Water Conservation	911,006	0	100.0	0	-	0	-	0	0	-	0	-
3299 Jail - CP	4,278,894	1,498,023	-65.0	56,599	-96.2	0	100.0	0	0	-	0	-
4199 Parks and Recreation - CP												
4109 Recreation / Jonesville Recreation &	189,384	1,549,797	718.3	1,876,263	21.1	0	100.0	86,195	5,768	6.7	0	-
4111 Recreation / SE 35th St. Community	17,036	529,957	3,010.9	50,376	-90.5	0	100.0	115,837	0	-	0	-
4112 Recreation / San Felasco Park - Nature	44,018	84,052	45.5	33,464	-47.8	0	100.0	0	0	-	0	-
4113 Recreation / Kanapaha Park	149,858	0	100.0	0	-	0	-	0	0	-	0	-
4199 Parks and Recreation - CP	400,295	2,143,806	435.6	1,960,103	-8.6	0	100.0	201,832	6,768	2.9	0	-
5499 Fire Protection Services - CP												
5487 FRS Jonesville Station	1,455,890	1,443,161	-0.9	1,750	-99.9	0	100.0	0	0	-	0	-
5489 ALS Rescue #1 Downtown	1,185,111	479,989	-59.5	1,750	-99.8	0	100.0	0	0	-	0	-
5499 Fire Protection Services - CP	2,641,001	1,923,150	-27.2	3,500	-99.8	0	100.0	0	0	-	0	-
7999 Transportation - CP												
7910 TIP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	1,742,914	353,695	20.3	0	-
7999 Transportation - CP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	1,742,914	353,695	20.3	0	-
348 2007 Public Improvement Revenue Bond	7,480,437	5,790,058	-22.6	4,615,415	-20.3	0	100.0	2,882,934	396,177	13.7	0	-
349 FY07 SAFETEA - LU Grant												
7910 TIP	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,122,335	85.2	0	-
7999 Transportation - CP	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,122,335	85.2	0	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,122,335	85.2	0	-
350 Local Option Fuel Tax - 1 to 5 Cents												
7999 Transportation - CP												
7910 TIP	0	0	-	0	-	0	-	0	0	-	1,797,001	-
7914 Road & Bridge - Transportation Capital	0	22,292	-	170,823	666.3	273,683	60.2	273,683	127,831	46.7	276,148	0.9
7916 Road & Bridge - Transportation Capital	115,560	862,527	648.4	1,297,428	50.4	217,494	-83.2	775,405	311,360	40.2	0	100.0
7916 Road & Bridge - Transportation Capital	0	245,105	-	124,790	-49.1	6,500,000	5,108.7	6,137,792	210,285	3.4	0	100.0
7999 Transportation - CP	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	7,186,880	649,477	9.0	2,073,147	-70.3
350 Local Option Fuel Tax - 1 to 5 Cents	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	7,186,880	649,477	9.0	2,073,147	-70.3
351 Gas Tax Revenue Bond FY08												
7999 Transportation - CP												
7910 TIP	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	4,586,519	35.7	0	-
7999 Transportation - CP	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	4,586,519	35.7	0	-
351 Gas Tax Revenue Bond FY08	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	4,586,519	35.7	0	-

352 Jail Energy Conservation Project - Phase II

Division Expenditure Budget History Summary grouped by Fund, Business Unit

FY2012 & FY2013 Budgets

	FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Adopted	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Budget	FY 2013 Adopted	FY 2013 % Chg
352 Jail Energy Conservation Project - Phase II													
0439 Transfer Out - CP													
3234 Jail HVAC Energy Conservation - Phase	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	0	0	100.0
0439 Transfer Out - CP	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	0	0	100.0
3299 Jail - CP													
3294 Jail HVAC Energy Conservation - Phase	0	149,138	-	196,153	30.8	0	100.0	6,750,530	835,036	12.4	0	0	-
3299 Jail - CP	0	149,138	-	196,153	30.8	0	100.0	6,750,530	835,036	12.4	0	0	-
352 Jail Energy Conservation Project - Phase	0	348,594	-	504,256	44.7	292,350	-42.0	7,046,680	1,127,386	16.0	0	0	100.0
401 Hazardous Waste Management													
5597 Hazardous Waste Collection - CP													
5594 Hazardous Waste Building Expansion	0	0	-	0	-	150,000	-	150,000	0	-	0	0	100.0
5597 Hazardous Waste Collection - CP	0	0	-	0	-	150,000	-	150,000	0	-	0	0	100.0
401 Hazardous Waste Management	0	0	-	0	-	150,000	-	150,000	0	-	0	0	100.0
Report Total	34,038,710	25,519,949	-27.5	24,609,894	-2.8	13,354,428	-46.7	73,762,481	18,174,636	24.6	9,303,369		-30.3

Transportation Projects

By Project

Object Code Expenditure Budget History Summary grouped by Program

FY2012 & FY2013 Budgets

	FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Actual	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Avail	FY 2012 Budget	FY 2012 % Chg
99 Capital Projects												
31-00 Professional Services	0	0	-	0	-	0	-	0	0	-	0	-
31-40 Prop Approx Cost Fees	662	662	-	711	2.7	0	-	8,600	448	4.5	0	-
31-43 Other Professional Services	3,000	0	100.0	0	-	0	-	0	0	-	0	-
31-49 Other Contractual Svcs	0	0	-	1,661,357	-	0	-	0	0	-	0	-
41-42 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
46-00 Road Maintenance & Repair	939	323,699	100.0	42,680	-86.8	0	-	0	0	-	0	-
49-04 Legal Advertising	230	0	100.0	0	-	0	-	0	0	-	0	-
49-99 Other Current Chgs & Oblig	0	3,000	-	51,500	1,616.7	0	-	0	0	-	0	-
61-20 Land-Professional Service	0	48,405	257.8	36,975	-21.3	0	-	0	0	-	0	-
61-60 Right-of-Way Land	13,809	0	-	0	-	1,091,001	-	26,802,746	221,262	0.8	3,990,521	265.8
63-00 Improve Other Than Bldgs	0	2,500	-	9,299	271.9	0	-	0	0	-	0	-
63-02 Infrastructure - SE 15th St. Path	0	0	-	2,115	-46.8	0	-	0	69,792	-	0	-
63-05 Infrastructure - NW 88th St. Path	0	3,873	-	0	-	0	-	102,271	0	-	0	-
63-09 Old Bellamy Rd GRP SQ333	0	0	-	1,053	128.1	0	-	0	0	-	0	-
63-10 Infrastructure - Sheehy Preserve	0	480	-	0	-	0	-	0	0	-	0	-
63-11 Infrastructure/26th Blvd	1,268,217	894,330	-22.9	0	-	0	-	0	5,122,335	85.2	0	-
63-16 SW53B/SW41ST/ERM-GRP S866	791,402	798,734	1.1	236,786	-70.4	0	-	12,396	530,114	100.0	0	-
63-20 Infrastructure / Tower Road & SW 61st	0	0	-	0	-	0	-	0	52,576	-	0	-
63-24 NW 227th Dr - GRP	0	64,510	-27.7	63,256	-1.9	0	-	38,192	226,800	100.0	0	-
63-26 Infrastructure / SW 8th Ave Recreation	89,253	242	-	49,982	20,220.5	0	-	0	0	-	0	-
63-28 Infrastructure - SW 20th (4 Lane Bridge)	0	0	-	541,622	-	0	-	0	0	-	0	-
63-27 Infrastructure - Traffic Management	0	0	-	0	-	0	-	0	0	-	0	-
63-28 Improvements	536	88,513	16,361.5	212,510	140.1	0	-	275,650	315,504	114.7	0	-
63-28 Infrastructure / SW 20th Ave & SW 24th	1,195,701	33	100.0	0	-	0	-	0	0	-	0	-
63-30 Infrastructure / NW 12nd Ave Recon	1,490,053	81,424	26.5	26,634	-84.5	0	-	0	0	-	0	-
63-32 Infrastructure / NW CR 241 FM SR 235	18,928	3,025,812	15,103.8	2,860,534	-5.8	0	-	0	0	-	0	-
63-33 Infrastructure / SW 15th St & SR 26	18,966	143,510	63.7	52,890	-83.1	0	-	26,609	27,103	101.1	0	-
63-35 Infrastructure / SW 122nd St & SR 24	8,646	6,646	-54.4	1,234,093	14,170.0	0	-	168,944	75,795	38.1	0	-
63-36 Infrastructure / N Main St & N 8th Ave -	50,942	35,212	-30.9	32,478	-7.8	0	-	15,796	15,796	100.0	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / FL Crane Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-39 SW 176th Ave - GRP	0	0	-	171	-	0	-	0	118,114	-	0	-
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,683	252.1	4,664	80.5	0	-	0	0	-	0	-
63-41 Infrastructure / SW 61st St & SW 24th	63	16,166	25,726.7	5,953	-83.2	0	-	89,392	69,391	100.0	0	-
63-42 Infrastructure / SE CR 2035-GRP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 42nd Ave	1,346	355,377	26,302.5	20,920	-94.1	0	-	16,250	16,250	100.0	0	-
63-46 Infrastructure / SW 63 Blvd-GRP	100	64,217	64,116.8	0	100.0	102,271	-	0	0	-	0	-
63-48 Infrastructure / NW 28th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
63-49 Infrastructure / SW 3rd Ave-GRP	111,709	7,446	-83.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 28th St-GRP	100	177,041	178,941.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SW 65th Ave-GRP	0	12	-	168,081	364,191.2	0	-	0	8,620	-	0	-

Object Code Expenditure Budget History Summary grouped by Program

FY2012 & FY2013 Budgets

	FY 2008 Actual	FY 2009 Actual	FY 2009 % Chg	FY 2010 Actual	FY 2010 % Chg	FY 2011 Adopted	FY 2011 Actual	FY 2011 % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Adopted	FY 2012 % Chg
99 Capital Projects													
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785,320,134.4	-29.2	0	0	100.0	0	3,600	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-48.6	50,381	100.0	0	0	100.0	0	0	-	0	-
63-52 Infrastructure / NW 33th Ave & NW 110th	753,697	367,753	-45.9	0	100.0	0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 61st St & NW 22nd	683,131	369,744	-46.3	0	100.0	0	0	-	6,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	1,913,081	934,581	-42.1	0	100.0	0	0	-	0	0	-	0	-
63-57 Infrastructure / SW 15th Ave-GRIP	0	4,151	-	298,031	7,079.8	0	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	177	-	132,860	247.3	0	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 96th Ave-GRIP	0	38,255	-	221,283,124,924.0	0	0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	16,208	162.6	155,166	857.3	0	0	100.0	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	38,121	187.2	78,271	105.3	0	0	100.0	14,188	4,238,227	29,871.9	0	-
63-62 Infrastructure / NW 15th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	0	6,057,057	114,968	1.9	0	-
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	0	100.0	0	28,660	-	0	-
63-64 CR352	0	0	-	117	-	0	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	0	100.0	80,735	68,657	82.6	0	-
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	0	-	73,255	0	-	0	-
63-68 NW142A(H)- 2145 - GRIP S382	0	0	-	0	-	0	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 610	0	0	-	0	-	0	0	-	81,010	0	-	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	0	100.0	0	110,450	-	0	-
63-74 Undefined	0	0	-	0	-	0	0	-	0	250	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	-	100.0	-	0	0	-	0	250	-	0	-
63-81 Undefined	0	0	-	0	-	0	0	-	0	0	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,181	-	0	0	100.0	0	100	-	0	-
63-86 Undefined	0	0	-	0	-	0	0	-	0	250	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,877,271	4,366	-99.9	1,240	-71.7	0	0	100.0	11,242	11,241	100.0	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	18,668	0	-	0	-	0	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 148	0	516,583	-	92,285	-82.1	0	0	100.0	0	0	-	0	-
99 Capital Projects	13,686,868	9,297,830	-32.0	8,996,746	-3.2	7,809,495	-13.2	40,786,172	11,564,021	26.3	3,890,521	-48.9	
Report Total	13,686,868	9,297,830	-32.0	8,996,746	-3.2	7,809,495	-13.2	40,786,172	11,564,021	26.3	3,890,521	-48.9	

Transportation Projects

By Fund

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
304 Prairie Bluff Special Assessment												
31-80 Prop Apprtax Coll Fees	0	0	-	0	-	0	-	9,954	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	487,731	0	-	0	-
304 Prairie Bluff Special Assessment	0	0	-	0	-	0	-	497,686	0	-	0	-
319 Campus Development Agreement												
61-20 Land-Professional Service	0	3,000	-	51,500	1,616.7	0	100.0	0	0	-	0	-
61-60 Right-of-Way Land	0	0	-	38,875	-	0	100.0	0	4,000	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	1,430,514	0	-	0	-
63-20 Infrastructure / Tower Road & SW 61st	48,066	131,627	173.8	85,898	-34.7	0	100.0	530,115	530,114	100.0	0	-
319 Campus Development Agreement	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	634,114	27.2	0	-
328 West End Special Assesmnt												
31-00 Professional Services	0	0	-	0	-	0	-	3,500	0	-	0	-
31-80 Prop Apprtax Coll Fees	186	193	3.9	194	0.4	0	100.0	0	126	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	22,239	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	0	-	92,285	-	0	100.0	0	0	-	0	-
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	100.0	26,739	126	0.6	0	-
329 FDOT County Incentive Grant												
61-60 Right-of-Way Land	13,809	49,405	257.8	0	100.0	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	30,457	0	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	306,383	4,386	-98.6	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	100.0	41,699	11,241	27.0	0	-
330 Special Assessment NE 132 Avenue												
31-00 Professional Services	0	0	-	0	-	0	-	6,100	0	-	0	-
31-80 Prop Apprtax Coll Fees	506	499	-1.4	517	3.6	0	100.0	0	323	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	271,004	0	-	0	-
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	100.0	277,104	323	0.1	0	-
336 Impact Fees-NW Transp District												
31-93 Other Professional Services	1,080	0	100.0	0	-	0	-	0	0	-	0	-
49-04 Legal Advertising	345	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	241,810	-	3,740,328	0	-	585,939	142.3
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
64-30 Furniture & Equipment	447	0	100.0	0	-	0	-	0	0	-	0	-
336 Impact Fees-NW Transp District	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	586,939	142.3
337 Impact Fees-SW Transp District												
31-93 Other Professional Services	1,830	0	100.0	0	-	0	-	0	0	-	0	-
49-04 Legal Advertising	585	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	519,033	-	4,593,817	0	-	1,191,536	128.6
63-10 Infrastructure - Sweetwater Preserve	0	460	-	0	100.0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
337 Impact Fees-SW Transp District												
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,663	252.1	4,664	180.5	0	100.0	0	0	-	0	-
63-41 Infrastructure / SW 51st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	60,392	66,391	100.0	0	-
64-30 Furniture & Equipment	760	0	100.0	0	-	0	-	0	0	-	0	-
337 Impact Fees-SW Transp District	3,710	16,269	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.6	1,161,636	129.6
338 Impact Fees-East Transp District												
31-93 Other Professional Services	90	0	100.0	0	-	0	-	0	0	-	0	-
49-04 Legal Advertising	29	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	56,475	-	1,117,046	0	-	139,899	147.7
64-30 Furniture & Equipment	45	0	100.0	0	-	0	-	0	0	-	0	-
338 Impact Fees-East Transp District	163	0	100.0	0	-	56,475	-	1,117,046	0	-	139,899	147.7
341 Transportation Trust Fund												
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
46-60 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblg	250	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	459,781	0	-	0	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	0	-	48,082	-	0	100.0	226,800	226,800	100.0	0	-
63-32 Infrastructure / NW CR 236	0	10,000	-	3,280	-67.2	0	100.0	0	0	-	0	-
63-89 SW 24th Ave/SW 52nd Blvd	4,370,887	0	100.0	0	-	0	-	0	0	-	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	15,412	0	100.0	0	-	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	0	100.0	0	-	0	0	-	0	-
341 Transportation Trust Fund	5,675,784	1,988,280	-85.0	95,042	-95.2	0	100.0	686,681	226,800	33.0	0	-
345 2006 Gas Tax Revenue Bond Capital												
63-26 Infrastructure / SW 8th Ave Recreation	80	0	100.0	0	-	0	-	0	0	-	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	0	100.0	0	-	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	1,052,088	5,179.4	0	100.0	0	-	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	110,095	25.6	0	100.0	0	-	0	0	-	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	0	100.0	0	-	0	-	0	0	-	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	50,942	23,000	-54.9	0	100.0	0	-	0	0	-	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / Ft. Clarke Forest	167,831	0	100.0	0	-	0	-	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	360,300	-49.5	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	883,131	361,811	-47.0	0	100.0	0	-	0	0	-	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	800,152	-50.4	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	23,260	75.2	0	100.0	0	-	0	0	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Public Improvement Revenue Bond												
34-99 Other Contractual Svcs	0	0	-	1,091,357	-	0	100.0	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	1,429,662	0	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,193	64,510	-27.7	63,259	-1.9	0	100.0	38,192	38,191	100.0	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge)	0	242	-	0	100.0	0	-	0	0	-	0	-
63-27 Infrastructure - Traffic Management	0	0	-	541,622	-	0	100.0	0	0	-	0	-
63-28 Improvements	538	88,513	16,361.5	212,510	140.1	0	100.0	275,060	315,504	114.7	0	-
63-32 Infrastructure / NW CR 236	64,345	71,424	11.0	25,654	-64.1	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	390	-93.7	0	100.0	0	-	0	0	-	0	-
348 2007 Public Improvement Revenue Bond	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	1,742,914	363,696	20.3	0	-
349 FY07 SAFETEA - LU Grant												
63-13 Infrastructure / 62nd Blvd	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,122,335	85.2	0	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	5,122,335	85.2	0	-
350 Local Option Fuel Tax - 1 to 5 Cents												
63-00 Improve Other Than Bldgs	0	0	-	0	-	273,683	-	648,683	0	-	2,073,147	657.5
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	57,939	-	0	-
63-06 Infrastructure - NW 98th St. Path	0	3,673	-	2,115	-46.8	0	100.0	0	69,792	-	0	-
63-09 Old Bellamy Rd GRIP SG383	0	0	-	0	-	0	-	102,271	0	-	0	-
63-10 Infrastructure - Sweetwater Preserve	0	0	-	1,053	-	0	100.0	0	0	-	0	-
63-16 SW63B/SW41STERM-GRIP S665	0	0	-	0	-	0	-	12,396	0	-	0	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	52,576	-	0	-
63-39 SW 176th Ave - GRIP	0	0	-	171	-	0	100.0	0	119,114	-	0	-
63-43 Infrastructure / SE CR 2082-GRIP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 142nd Ave	1,346	355,377	26,302.5	20,820	-94.1	115,223	453.4	16,250	16,250	100.0	0	100.0
63-45 Infrastructure / SW 63 Blvd-GRIP	100	64,217	64,116.9	0	100.0	102,271	-	0	0	-	0	100.0
63-47 Infrastructure / NW 63rd Ave-GRIP	111,709	7,446	-93.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 26th St-GRIP	100	177,041	176,941.3	0	100.0	0	-	0	0	-	0	-
63-49 Infrastructure / SW 85th Ave-GRIP	0	12	-	168,081	364,191.2	0	100.0	0	6,620	-	0	-
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785	320,134.4	0	100.0	0	3,600	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-	50,381	-29.2	0	100.0	0	0	-	0	-
63-57 Infrastructure / SW 16th Ave-GRIP	0	4,151	-	298,031	7,079.9	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	38,255	-	132,660	247.3	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 95th Ave-GRIP	0	177	-	221,293	124,924.0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	0	15,818	-	155,166	880.9	0	100.0	0	0	-	0	-
63-62 Infrastructure / NW 16th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	6,057,057	114,968	1.9	0	100.0
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	100.0	0	28,660	-	0	-
63-64 CR382	0	0	-	117	-	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	100.0	80,735	66,657	82.6	0	-
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	-	73,255	0	-	0	-
63-68 NW142A/H41 - 2145 - GRIP S362	0	0	-	0	-	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 610	0	0	-	0	-	0	-	81,010	0	-	0	-
63-73 NW 76th St - GRIP	0	0	-	34,022	-	0	100.0	0	110,450	-	0	-

Object Code Expenditure Budget History Summary grouped by Fund

FY 2012 & FY 2013 Budgets

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 % Used	FY 2012 Budget	FY 2013 Adopted % Chg
350 Local Option Fuel Tax - 1 to 5 Cents												
63-74 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
63-81 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
63-84 SW 14 P - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
63-88 Undefined	0	0	-	0	-	0	-	0	250	-	0	-
64-30 Furniture & Equipment	2,205	0	100.0	0	-	0	-	0	0	-	0	-
350 Local Option Fuel Tax - 1 to 5 Cents	115,560	1,129,924	877.8	1,580,042	41.0	6,661,177	338.9	7,186,880	648,477	9.0	2,073,447	-70.3
351 Gas Tax Revenue Bond FY08												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	12,571,464	221,202	1.8	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	0	33	-	0	100.0	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	0	1,977,724	-	2,860,634	44.6	0	100.0	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 24	0	33,415	-	52,890	58.3	0	100.0	26,808	27,103	101.1	0	-
63-35 Infrastructure / SW 122nd St & SR 24	0	8,646	-	1,234,093	14,170.0	0	100.0	188,944	75,795	38.1	0	-
63-36 Infrastructure / N Main St & W 8th Ave -	0	12,212	-	32,478	165.8	0	100.0	15,796	15,796	100.0	0	-
63-42 Infrastructure / NW 58th Ave & NW 110th	0	7,453	-	0	100.0	0	-	0	0	-	0	-
63-43 Infrastructure / SE CR 1474	0	7,933	-	0	100.0	0	-	6,396	6,396	100.0	0	-
63-44 Infrastructure / SR & CR 1474	0	134,429	-	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 326 & SE 346	0	14,862	-	78,271	426.7	0	100.0	14,188	4,239,227	28,871.9	0	-
351 Gas Tax Revenue Bond FY08	0	2,196,709	-	4,236,366	93.9	0	100.0	12,836,617	4,686,619	36.7	0	-
Report Total	13,666,868	9,297,830	-32.0	8,998,746	-3.2	7,808,466	-13.2	40,796,172	11,664,021	28.3	3,890,621	-48.9

April 26, 2011 Regular BoCC Meeting
Agenda Item #45

Title

Limited Use of Easement Area Agreement Amendment between Florida Power Corporation and Alachua County related to NW 83 Street. (Amended)

Amount

N/A

Description

Request Approval of the Amendment to Agreement for Limited Use of Easement Area between Florida Power Corporation and Alachua County related to NW 83 Street.

Recommendation

Approve the Amendment to Agreement for Limited Use of Easement Area between Florida Power Corporation related to NW 83 Street and authorize the Chair to execute.

Alternative(s)

Do not approve the Amendment for Limited Use of Easement Area and provide staff with direction.

Requested By

Richard Hedrick (Contact: Robert W. Wigglesworth, ext 1224)

Originating Department

Public Works

Attachment(s) Description

Amendment to Agreement for Limited Use of Easement Area with Exhibit "A" and location map.

Documents Requiring Action

Amendment to Agreement for Limited Use of Easement Area.

Executive Summary

Amendment to Agreement for Limited Use of Easement Area between Florida Power Corporation and Alachua County related to NW 83 Street..

Background

On July 21, 1970 Florida Power Corporation and Alachua County entered into an Agreement for Limited Use of Easement Area, as recorded on July 22, 1970, in Official Record Book 651, page 191 of the public records of Alachua County, Florida for the construction of NW 83 Street. The original agreement specifically prohibited certain actions, i.e. (a) below-ground utilities such as sewers, water or gas pipes, or telephone systems located or constructed within the easement area; (b) overhead utilities, buildings, structures or trees located within the easement area; and (c) use of the easement area for vehicular parking purposes. The County now desires to install, own and operate signal cabinets on NW 83 Street and an underground two inch (2") diameter conduit for fiber optic cable within the easement area from NW 23 Avenue to NW 39 Avenue. Florida Power Corporation and the County have agreed to amend the original Agreement in order to allow the County to construct the signal cabinets and fiber optic conduit as requested as part of the Traffic Management System. NW 83 Street lies between NW 23 Avenue and NW 39 Avenue, east of I-75

Issues

If the Amendment to Agreement for Limited Use of Easement Area between Florida Power Corporation and Alachua County related to NW 83 Street is not executed by the Board the County will not have the right to have the signal cabinets constructed, or installation of the fiber optic conduit.

Fiscal Recommendation

N/A

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: NW83Street_Limited_Use_Agree_LOCATION_MAP.pdf

Attachment: NW83Street_Limited_Use_Agree_EXHIBIT_A.pdf

Attachment: NW83Street_Limited_Use_Agreement.pdf

**AMENDMENT TO AGREEMENT
FOR LIMITED USE OF EASEMENT AREA**

THIS AMENDMENT TO AGREEMENT FOR LIMITED USE OF EASEMENT AREA ("Amendment"), is made and entered into effective as of the 26th day of April, 2011, by and between **Florida Power Corporation**, a Florida corporation, d/b/a Progress Energy Florida, Inc. ("PEF"), and **Alachua County, Florida**, a political subdivision of the State of Florida ("COUNTY").

WITNESSETH

WHEREAS, PEF and COUNTY entered into that certain Agreement for Limited Use of Easement Area, dated July 21, 1970, a copy of which was recorded on July 22, 1970, in Official Record Book 651, Page 191 of the Public Records of Alachua County, Florida ("Agreement");

WHEREAS, pursuant to the Agreement, PEF consented to COUNTY's limited occupation and use of a certain portion of PEF's electric transmission powerline easement solely for the purposes of COUNTY's construction, utilization and maintenance of a public roadway for vehicular and pedestrian traffic, including attendant underground drainage facilities as specified in the Agreement;

WHEREAS, the Agreement restricted COUNTY's use of PEF's easement so as to prohibit, among other things specified therein: (a) below-ground utilities such as sewers, water or gas pipes, or telephone systems located or constructed within the subject easement area; (b) overhead utilities, buildings, structures or trees located within the subject easement area; and, (c) use of the subject easement area for vehicular parking purposes;

WHEREAS, the Agreement and its provisions inure to the benefit of, and is binding upon, both PEF and COUNTY and their respective successors and assigns;

WHEREAS, pursuant to the Agreement, COUNTY has constructed, and is using and maintaining, NW 83rd Street in Alachua County, Florida;

WHEREAS, COUNTY desires to install, own and operate signal cabinets on NW 83rd Street, and a two inch (2") diameter conduit containing a fiber optic cable embedded below ground surface level, within that portion of PEF's easement subject to the Agreement, between NW 23rd Avenue and NW 39th Avenue;

WHEREAS, COUNTY has contracted with the City of Gainesville to perform such installation work by way of directional bore between signal cabinets on NW 83rd Street,

from NW 23rd Avenue to South Road, then to North Road, and then to NW 39th Avenue, while maintaining a required fifteen feet (15') of separation between the fiber optic cable conduit and all PEF facilities, including Structures GH-81 to and including GH-92;

WHEREAS, COUNTY has submitted to PEF copies of COUNTY's construction plan drawings depicting the location, depth, type and manner of construction of COUNTY's signal cabinets and fiber optic strand conduit (a copy of which are attached hereto as **Exhibit "A,"** and incorporated herein), and COUNTY agrees to install such cabinets and conduit in substantial conformity with such plans; and,

WHEREAS, COUNTY has requested PEF's consent to such conduit installation and PEF is willing to grant its consent upon the same conditions contained in the Agreement.

NOW THEREFORE, PEF and COUNTY agree to amend the Agreement as follows:

1. The following language shall be added to the end of Paragraph 2 of the Agreement:

"Notwithstanding the foregoing restrictions on COUNTY's use and occupation of FLORIDA's Easement Area, COUNTY further is permitted to install, own and operate a two inch (2") diameter conduit containing a fiber optic cable within FLORIDA's Easement Area, embedded below ground surface level and running from COUNTY's signal cabinets to be installed on NW 83rd Street, between NW 23rd Avenue and NW 39th Avenue, all in substantial conformity with COUNTY's construction plan drawings submitted to FLORIDA, which are incorporated herein by this reference. Such conduit installation work shall be performed for COUNTY by the City of Gainesville, as COUNTY's agent pursuant to contract, and shall be conducted by way of directional bore. COUNTY shall maintain a required fifteen feet (15') of separation between such fiber optic cable conduit and all of FLORIDA's facilities, including Structures GH-81 to and including GH-92."

2. In all other respects the Agreement remains unaltered, and the Agreement as hereby amended continues to inure to the benefit of and be binding upon both PEF and COUNTY, and their respective successors and assigns.

IN WITNESS WHEREOF, PEF and COUNTY have each hereunto set their respective hands and seals as of the day and year above written.

Witnesses:

Nancy L. Harwell
(signature)

Nancy L. Harwell
(print name)

Fileen Clark
(signature)

Fileen Clark
(print name)



PEF:

FLORIDA POWER CORPORATION, a Florida corporation, d/b/a Progress Energy Florida, Inc.

By: J. Dale Oliver

Print name: J. Dale Oliver

Title: Vice President, Transmission Operations & Planning

Attest:

By: R. M. [Signature]
Secretary

Date: 2/21/11

Acknowledgement

State of Florida)
County of FLORIDA)

The foregoing Amendment to Agreement for Limited Use of Easement Area was acknowledged before me on this 23RD day of FEBRUARY, 2011 by J. Dale Oliver, as Vice President, Transmission Operations & Planning, of FLORIDA POWER CORPORATION, a Florida corporation, d/b/a Progress Energy Florida, Inc., and on behalf of the corporation, and who is personally known to me or who has produced as identification.

NOTARY PUBLIC, State of Florida at Large

Anne M. Pastick

Name: ANNE M. PASTICK

Serial No. DD 968355

My commission expires: 4-12-2014

[SEAL]



[signatures continued on next page]

Witnesses:

(signature)

(print name)

(signature)

(print name)

COUNTY:

ALACHUA COUNTY, FLORIDA, a political
subdivision of the State of Florida

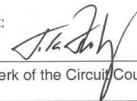
By: _____



Chair of the Board of County
Commissioners

Attest: _____

By: _____

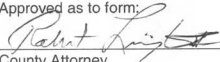


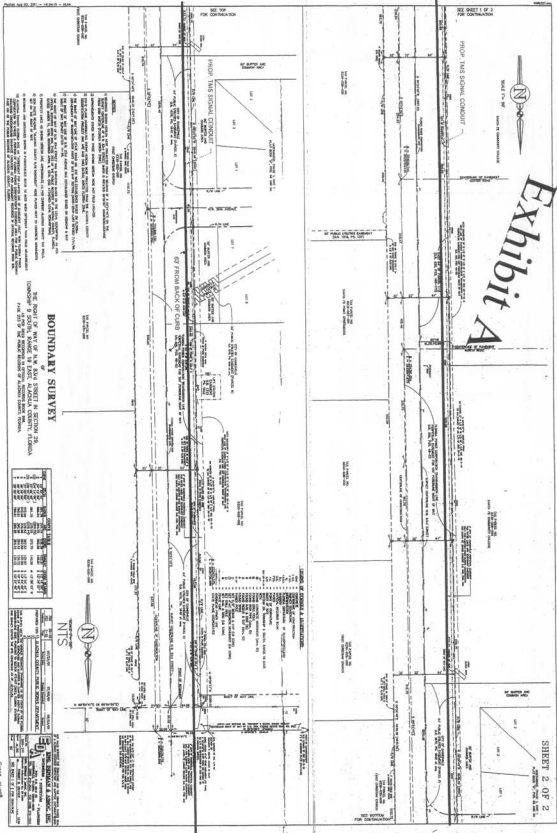
Clerk of the Circuit Court

Date: _____

Approved as to form: _____

County Attorney





INITIAL

29-9-17

Archer School
Rec Room

FILED

1970 JUL 22 AM 11:55

CLERK CIRCUIT COURT

ALACHUA COUNTY, AGREEMENT FOR LIMITED USE OF EASEMENT AREA

THIS AGREEMENT of limited and conditional consent, made and entered into this 21st day of July, A.D. 1970, between FLORIDA POWER CORPORATION, a Florida corporation, Party of the First Part (herein called "FLORIDA"), and ALACHUA COUNTY, FLORIDA, a political subdivision of the State of Florida, Party of the Second Part (herein called "COUNTY");

W I T N E S S E T H:

WHEREAS, FLORIDA is the owner and user of an easement secured by virtue of an Order of Taking in the case of Florida Power Corporation vs. Roy D. Cellon, et al. - Law No. 2650, Alachua County, Florida, encumbering a 100-foot wide Easement Area through the $W\frac{1}{2}$ of $W\frac{1}{2}$ of $E\frac{1}{2}$ and the $E\frac{1}{2}$ of $E\frac{1}{2}$ of $W\frac{1}{2}$ of Section 29, Township 9 South, Range 19 East, Alachua County, Florida; and

WHEREAS, FLORIDA is operating and maintaining a high voltage electric transmission line within the said Easement Area and intends to continue said operations indefinitely; and

WHEREAS, COUNTY is now the owner of the fee simple title to the land underlying a certain portion of FLORIDA'S Easement Area and desires to obtain the consent of FLORIDA to occupy and utilize said certain portion of Easement Area for the hereinafter stated purposes only, and for which COUNTY covenants that it will not therein interfere with the safe and efficient operation and maintenance of the said electric transmission line, and FLORIDA is agreeable to such use.

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the Parties hereto covenant and agree as follows:

1. That COUNTY shall notify Mr. F. E. Badger, FLORIDA'S Superintendent of Transmission Construction and Maintenance (Telephone: 898-2141, St. Petersburg) at least 48 hours before commencing any activities within the Easement Area so that, if desirable, FLORIDA can have a representative present to observe the activities.
2. That COUNTY'S occupancy and utilization of a portion of FLORIDA'S Easement Area shall be limited to that necessary only to construct, utilize and maintain a public roadway for vehicular and pedestrian traffic, including attendant underground drainage facilities, the location and specifications of

Consented by R. W. Meiser
101 5th St. S., St. Petersburg, Fla.

By *W. H. Jones* 8/11/70

180883

OFF REC 651 PAGE 191

which are as shown on Exhibit "A" attached hereto and made a part hereof, provided further (a) that no below-ground utilities such as sewers, water or gas pipes, or telephone systems shall be located or constructed within the Easement Area; (b) that no overhead utilities, buildings, structures or trees, shall be located within said Easement Area; and (c) that the said Easement Area shall at no time be utilized for vehicular parking purposes.

3. That COUNTY'S operation of any boom-type equipment within FLORIDA'S Easement Area shall at all times be in strict compliance with applicable provisions of the National Electrical Safety Code and the rules and regulations of the Florida Industrial Commission.

4. That any spoil removed during excavation in connection with said roadway shall not be deposited within the Easement Area and said Easement Area is to be left in a clean and presentable condition acceptable to FLORIDA.

5. That COUNTY shall hold FLORIDA harmless from any damage to COUNTY'S roadway within the Easement Area, which damage is caused by FLORIDA'S patrol, maintenance, operation and/or repair of its electric transmission line and related facilities.

6. That COUNTY, in and about its activities within and/or its occupancy and utilization of a portion of FLORIDA'S Easement Area, and COUNTY so covenants, shall not therein interfere with the safe and efficient operation and maintenance of FLORIDA'S said electric transmission line.

7. That in the event FLORIDA shall be put to any additional expense in connection with subsequent activities involving the relocation and/or rehabilitation of its electric transmission facilities by reason of COUNTY'S occupancy and utilization of said Easement Area, COUNTY shall pay to FLORIDA the amount of such additional expense within ten (10) days after notification in writing by FLORIDA.

8. That nothing contained in this Agreement or contemplated is intended to or shall increase FLORIDA'S risk or liability for personal injury or death or for any property damage beyond that which FLORIDA might have had except for this limited consent, and it is hereby expressly understood and agreed that FLORIDA does not assume any such additional risk and that liability arising out of the use and occupancy of said Easement Area by COUNTY, its employees, licensees, agents, contractors, or any representative, shall be at the sole and exclusive risk of COUNTY.

9. That the consent herein granted shall cease and terminate and shall be null and void upon the breach of any covenant set forth in this indenture.

10. That this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper officers thereunto duly authorized and their respective official seals to be hereunto affixed and attested, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of;

Beverly J. Selghurst

Archie Dringler

Emile

Yvonne Rene Ponder

FLORIDA POWER CORPORATION

M. L. Helt

Attest:

Betty M. Clayton
Secretary

ALACHUA COUNTY, FLORIDA
By and through its governing body,
the Board of County Commissioners

Ed. L. Lumsden
Chairman

Attest:

W. Curtis Parker
Clerk
By Agnes Lowrey Deputy Clerk

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 15 day of July,
A.D. 1970, before me personally appeared M. E. Webb, Jr.
and Scott M. Clayton, respectively _____ Vice President
and Paul Secretary of FLORIDA POWER CORPORATION, a corporation of
the State of Florida, to me known to be the persons described in and who executed
the foregoing instrument and severally acknowledged the execution thereof to be
their free act and deed as such officers, for the uses and purposes therein men-
tioned; and that they affixed thereto the official seal of said corporation, and
the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in said County and State, the
day and year last aforesaid.



BEVERLY J. HOLZHUETER, NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
My Commission Expires: MY COMMISSION EXPIRES JULY 20, 1973

Beverly J. Holzhueter
Notary Public

STATE OF FLORIDA)
) ss.
COUNTY OF ALACHUA)

I HEREBY CERTIFY that on this 21st day of July,
A.D. 1970, before me personally appeared Jack Duran
and Lucia Leary, respectively Chairman and Clerk of the
BOARD OF COUNTY COMMISSIONERS, ALACHUA COUNTY, FLORIDA, said COUNTY being a
political subdivision of the State of Florida, to me known to be the persons de-
scribed in and who executed the foregoing instrument and severally acknowledged
the execution thereof to be their free act and deed as such officers, for the
uses and purposes therein mentioned; and that they affixed thereto the official
seal of said BOARD, and the said instrument is the act and deed of said COUNTY.

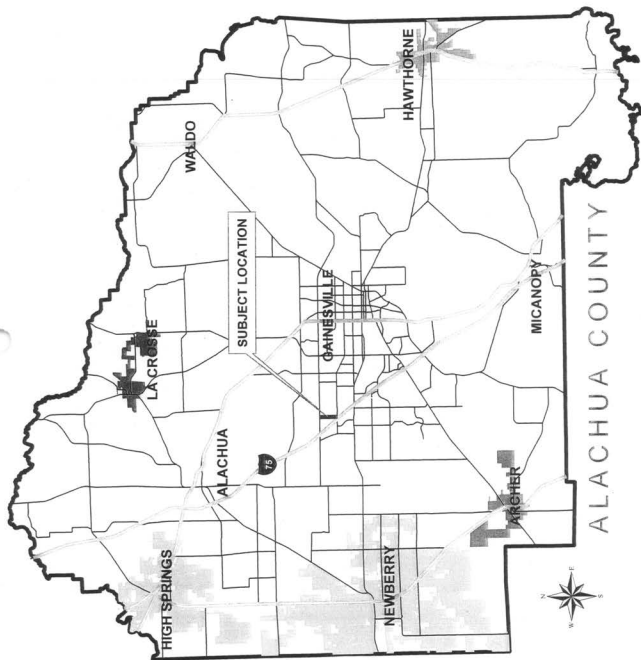
WITNESS my signature and official seal in said County and State, the
day and year last aforesaid.



Notary Public, State of Florida at Large
My Commission Expires Feb. 9, 1971
Bonded By American Fire & Casualty Co.

Jack Duran
Notary Public

My Commission Expires: _____



April 26, 2011 Regular BoCC Meeting
Agenda Item #46

Title

SHIP: Alachua County State Housing Initiatives Partnership Local Housing Assistance Plan for SFY 2012-2014 (Amended)

Amount

\$360,000.00

Description

Request for approval of Alachua County SHIP Local Housing Assistance Plan for State Fiscal Years (SFY) 2012-2014

Recommendation

Approve Alachua County SHIP Local Housing Assistance Plan for SFY 2012-2014 and authorize Chair to sign Exhibit D, Certification to Florida Housing Finance Corporation and Exhibit E, Resolution 11__.

Alternative(s)

Amend and approve Alachua County SHIP Local Housing Assistance Plan for SFY 2012-2014 and authorize Chair to sign associated documents.

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

Alachua County SHIP Local Housing Assistance Plan for SFY 2012-2014

Documents Requiring Action

Exhibit D: Certification to Florida Housing Finance Corporation Exhibit E: Resolution 11__.

Executive Summary

The Alachua County SHIP Local Housing Assistance Plan for SFY 2012-2014 is a three year plan that delineates how SHIP funds would be spent to preserve and maintain affordable housing in Alachua County. The program requires that a new plan be submitted every three years. The current plan expires June 30, 2011. For these reasons, staff has prepared a new plan in the event that funding becomes available for the coming year (s).

Background

The SHIP Program is funded by documentary stamps and distributed by the Florida Housing Finance Corporation to eligible local governments. A three year Local Housing Assistance Plan is required to continue to obtain SHIP funds. The current SHIP Local Housing Assistance Plan, most recently revised in August, 2009, expires June 30, 2011. The Florida Housing Finance Corporation requires that the new plan be submitted by May 3, 2011 to be considered for funding in SFY 2012, in the event that SHIP funding is included in the upcoming state budget. As there are currently no projections available as to anticipated allocations by county for SFY 2012, staff generated a budget based on the minimum SHIP allocation amount.

Issues

Although SHIP funding could potentially be eliminated from the State of Florida's budget, a new 3 year SHIP Plan must be

submitted to the Florida Housing Finance Corporation by May 3, 2011 to be eligible for SFY 2012 funding, should any funds be included in the State of Florida's budget.

Fiscal Recommendation

This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)

n/a

Funding Sources

Alachua County SHIP Housing Trust Fund

Account Code(s)

TBD

Attachment: SHIP 2012 to 2014 LHAP Final.pdf



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT
Governor

BILLY BUZZETT
Secretary

April 22, 2011

CERTIFIED MAIL RETURN RECEIPT REQUESTED

The Honorable Cynthia Moore Chestnut, Chairman
Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, Florida 32602-2877

Dear Chairman Chestnut:

The U.S. Department of Housing and Urban Development (HUD) recently announced the State of Florida, Department of Community Affairs will receive Neighborhood Stabilization 3 (NSP-3) funds in the amount of \$8,511,111.00. A review of the HUD data on foreclosures and related issues indicates that eight counties had the greatest need for NSP-3 funding.

One of the original eight counties that were offered NSP-3 funding has declined the full allocation. Alachua County is the next eligible county and is being offered \$1,029,844. The Department looks forward to working with you as your county begins to implement its NSP-3 program.

The Department has submitted an Action Plan to HUD that outlines the manner in which the funds will be used. You may access the NSP-3 Substantial Amendment of the Action Plan on the Department website at <http://www.floridacommunitydevelopment.org/cdbg/NSP.cfm>. Counties receiving funding will be required to complete an application and submit it to the Department by June 2, 2011. Counties must consider the needs of incorporated areas when deciding on an area to address for the maximum amount of impact. The Department must submit a revised NSP-3 application and Action Plan to HUD by June 30, 2011.

In order to facilitate the application process, we are asking the targeted communities to complete the enclosed 'Notice of Intent to Apply' form. The signed copy of the Intent form may be scanned and emailed to NSP@dca.state.fl.us. However, please return the original signed Intent form by U.S. mail, Certified Mail Return Receipt Requested, as soon as possible indicating whether your community will or will not apply for the funds by April 28, 2011.

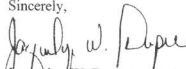
2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850-488-8466 (p) • 850-921-0781 (f) • Website: www.dca.state.fl.us

• 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) •

A copy of the NSP-3 application was provided to attendees of the April 18-19, 2011 NSP-3 Workshop. I have enclosed a copy of the application and instructions for your completion and submittal to DCA by June 2, 2011. Immediately after receipt and review of your application, the Department will contact you regarding the scheduling of project site visits.

Please do not hesitate to contact Gary Fitzpatrick at (850) 413-8481, if you have any questions.

Sincerely,



Jacquelyn W. Dupree, Administrator
Community Program Manager
Florida Small Cities CDBG, Disaster
Recovery, and Neighborhood Stabilization
Programs

Cc: Gary M. Fitzpatrick, P.E., NSP Program Manager
Tom Webster, Housing Program Manager

Enclosures

Florida Department of Community Affairs
Neighborhood Stabilization Program (NSP-3)
INTENT TO APPLY FORM



Name of Local Government: Alachua County

Local Government Chief Elected Official (Name and Title): Lee Pinkoson
Cynthia Moore Chestnut, Chairman, Alachua County BOCC

Address: P.O. Box 2877, Gainesville, FL 32602-2877

Telephone and Fax Numbers: 352-264-6900

Email Address: cmoorechestnut@listserv.alachua.fl.us / pinkoson@alachua.fl.us

Local Government Key Contact Information (Name, Title, Telephone Number and Email): Tom Webster, Alachua County Housing program Mgr., 352-337-6283, twebster@alachuacounty.us

Does your local government intend to apply for its allocation of NSP-3 funds?

- ☒ Yes (If you plan to apply for less than your total allocation, please specify the amount \$ _____)
☐ No

Are you considering land banking as a part of your proposed application? **No NSP Low-Income supplemental funds may be used for land banking.**

- ☐ Yes (If yes, what amount of your NSP-3 allocation funds is proposed for this activity? \$ _____)
☒ No

Initial Citizen and Stakeholder Input

Local government recipients are encouraged to hold a 15 day public comment period for the purposes of facilitating public input on determining the areas of greatest need due to foreclosures and identifying possible solutions to address those needs. The public notice should be published in a local newspaper

County Recipients

- ☒ In identifying the areas of greatest need due to foreclosures and selecting eligible activities and solutions to address those needs, I agree to consult and cooperate with the city governments in the county that did not receive funding directly from HUD or the State of Florida.

Lee Pinkoson
Signature of the Chief Elected Official
LEE PINKOSON, CHAIR

April 26, 2011
Date

Please return this Form to the Department by mail (address below) or by fax (850/922-5609) as soon as possible.

APPROVED AS TO FORM

Gary M. Fitzpatrick, P.E.
Manager, NSP-3 Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ALACHUA COUNTY ATTORNEY

J. K. IRBY
ATTEST
J. K. IRBY, CLERK

ALACHUA COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
PROGRAM

LOCAL HOUSING ASSISTANCE PLAN

STATE FISCAL YEARS
2011-2012 / 2012-2013 / 2013-2014

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
ALACHUA COUNTY DEPARTMENT OF GROWTH MANAGEMENT

Submitted for Board Approval April 26, 2011

I. PROGRAM DESCRIPTION:

- A. Name of the participating local government and Inter local if Applicable:

Alachua County Board of County Commissioners

Inter local : Yes ☒ No ☐

Name of participating local government(s) in the Inter local Agreement;

City of Gainesville Special Needs Inter local Agreement

A copy of the Inter local Agreement is attached as Exhibit H.

- B. Purpose of the program:**

Creation of the Plan is for the purpose of meeting the housing needs of the very low, low and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing.

- C. Fiscal years covered by the Plan:**
2011-2012, 2012-2013, 2013-2014

- D. Governance.**

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program does further the housing element of the local government Comprehensive Plan.

Cities and Counties must be in compliance with these applicable statutes and rules.

- E. Local Housing Partnership**

Alachua County continues to build active partnerships among community-based organizations, for-profit housing developers, lending institutions, nonprofit providers of affordable housing, local municipalities, providers of professional services relating to affordable housing and social service organizations working on behalf of persons with special housing needs.

I. Leveraging:

The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:

Public input was solicited through face to face meetings with builders, lenders, realtors, and other housing professionals.

H. Advertising and Outreach

Alachua County shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Support Services and Counseling:

Numerous support services are available to households assisted through the SHIP Local Housing Assistance Plan. Administered jointly by Alachua County and the City of Gainesville, The First Time Home Buyer Training Program is available for potential applicants for County and City SHIP Down Payment Assistance Programs. First-time Home Buyer Training is also available through Neighborhood Housing Development Corporation (NHDC), a SHIP-sponsored non-profit agency.

K. Purchase Price Limits:

The sales price of new and existing units, which can be lower but may not 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- ☐ Independent Study (copy attached)
- ☒ U.S. Treasury Department
- ☐ Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts

L. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program:

Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal:

In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a

municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget:

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as Exhibit A. These are presented on an annual basis for each State fiscal year submitted.

The Alachua County Board of County Commissioners finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, provides:

A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

The Alachua County Board of County Commissioners has adopted the above findings in the attached resolution, Exhibit E.

P. Program Administration:

Administration of the local housing assistance plan is the responsibility of the Department of Growth Management of *Alachua County*. The Alachua County Community Support Services Department will administer the Rental Deposit Assistance Program.

Q. Essential Service Personnel:

Essential Service personnel for this plan shall be defined as teachers and educators; school district, community college, and university employees; police; fire emergency services personnel; code enforcement personnel; health care personnel, and skilled building trades personnel.

II. LHAP HOUSING STRATEGIES

A. DOWN PAYMENT WITH CONSTRUCTION/REHABILITATION ASSISTANCE PROGRAM

a. Summary of the Strategy

The Down Payment with Construction/Rehabilitation Assistance Program will provide down payment, closing cost, and rehabilitation assistance to eligible home buyers of eligible homes. Lender guidelines have been established to ensure that households are not cost burdened by housing payments after receiving SHIP assistance.

i. Assistance for the purchase of homes requiring rehabilitation

Funds will be made available for home repairs to assist eligible households with the purchase of existing homes in need of rehabilitation. A maximum SHIP award, as established by resolution, will be available for down payment, closing cost assistance, and home repairs. Eligible home repairs include but are not limited to the cost of labor and materials for:

1. Repairs needed to meet or exceed the requirements of the Florida Building Code, ss. 553.70-553.898 F.S., as amended and adopted by Alachua County Ordinance 02-01.
2. Roof repair or replacement.
3. Repair, replacement, or provision of heating and/or cooling system.
4. Energy conservation measures such as insulation, weather-stripping, etc.
5. Alterations to the unit's exterior or interior to provide greater accessibility for the disabled, as defined by the Social Security Act, or for family members over the age of 62.
6. Other repairs as recommended by a certified SHIP inspector and approved by the Alachua County SHIP program.

Repairs will be completed within 90 days of closing.

ii. Assistance for the purchase of newly constructed homes

Funds will be made available to assist eligible households with the purchase of newly constructed homes. A SHIP award will be available for down payment, and closing cost assistance for homes meeting the following definitions:

1. If a home is being constructed involving a construction agreement between the eligible home buyer and a licensed general contractor.
2. If a home has obtained a certificate of occupancy in the 12 month period preceding the contract for sale and purchase.
3. If a home was built as a model home and has never been occupied.
4. If the final appraised value (including land value), is less than or equal to the maximum purchase price.

b. Fiscal Years Covered

The Down Payment with Construction/Rehabilitation Assistance Program will be available in FY 2011-2012, 2012-2013, and 2013-2014.

c. Income Categories to Be Served

The income categories to be served are low and very low income households up to 80% AMI per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award

See Exhibit C: Housing Delivery Goal Charts for the maximum awards for SFY 2011-2012 2012-2013 and SFY 2013-2014 funding.

e. Terms, Recapture, & Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, 10 year deferred payment loan. Payment is due upon sale if sold within the 10 year term. If sold after the 10 year term, no repayment is required. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid. Any down payment, closing cost, or rehab assistance will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if the mortgagor no longer resides in the home as the principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc. All repayments from this program shall be considered program income.

f. Recipient Selection Criteria

Eligible applicants meeting the following threshold requirements will be served on a first come first served basis:

1. Be very low or low- income under applicable U.S. Department of Housing and

Urban Development (HUD) income guidelines, as updated and distributed annually by the Florida Housing Finance Corporation.

2. Be a first-time home buyer, defined as persons or households who have not owned a home other than a mobile home or a manufactured home during the three-year period immediately prior to purchase with SHIP funds, except that the following persons shall not be excluded from consideration as a first-time home buyer:
 - Single parent, as defined by HUD.
 - Displaced homemaker, as defined by HUD or displaced from homeownership by divorce.
 - An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.
3. Have successfully completed a Home Buyer Education Workshop as evidenced by a certificate of attendance issued by a HUD Approved Counseling Agency, which must be obtained prior to attending closing and preferably prior to signing a sales contract.
4. Be qualified for purchase through a lending institution, as evidenced by an Executed Mortgage Loan commitment. Private investors and seller financing is not permitted.
5. Have an executed sales contract in the name of the applicant to purchase an eligible home.

Eligible homes must meet the following threshold requirements:

1. Eligible homes shall be located in Alachua County outside the city limits of Gainesville.
2. Maximum property values for new construction or for existing units after rehabilitation shall be as identified in the attached Exhibit C: Housing Goals Charts.
3. Mortgage payments (including principal, interest, taxes, and insurance, may not exceed 36% of the household's gross monthly income.
4. Each unit must meet and may exceed minimum housing code.
5. Manufactured homes must be two years old or newer.

g. Sponsor Selection Criteria

Not applicable.

h. Additional Information

Clients will be referred to the Alachua County Housing Finance Authority's Single Family Mortgage Revenue Bond Program, the Florida Housing Finance Corporation's First Time Homebuyer Program, Rural Development, and other available funding.

B. HOME REPAIR PROGRAM

a. Summary of the Strategy

The Home Repair Program is designed for the rehabilitation of owner occupied single family housing. Eligible activities include: emergency repair/rehabilitation of substandard housing, moderate housing rehabilitation, and leveraging for state/federal grant or loan programs (ex. CDBG, HOME). To be designated as an Emergency Repair Project, the unit must be the dwelling of a household receiving less than 50% of the Area Median Income, adjusted for family size; OR be the dwelling of a disabled person as defined by the Social Security Act, AND be in a severely distressed state such as a dwelling where continued habitation would put the owner at serious physical risk, and defined as such by approved County inspectors. Sub-recipients may be not for profit or for profit housing providers. Funding for sub-recipients will be awarded on a competitive basis. Alachua County may designate funding from this strategy for its own match with CDBG, or may use to target this funding for specific neighborhood projects at its own discretion.

b. Fiscal year(s) Covered

The Home Repair Program will be available in FY 2012, 2013, and 2014.

d. Income Categories to Be Served

The income categories to be served are low and very low income households up to 80% AMI per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award: See housing delivery goals charts

e. Terms, Recapture, and Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, deferred payment loan. Funding shall be provided in the form of a zero-interest, 10 year, forgiven, deferred payment loan. Each year the owner resides in the assisted unit, the loan principal shall be reduced by 10%. At the end of the tenth year, the agreement shall expire of its own accord. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid. All rehab assistance will be included in a recorded mortgage and will be subject to the above recapture provisions.

Any eligible developer fee charged by the sub-recipient shall be considered as a grant to the homeowner and shall require no re-payment by the homeowner. All repayments

from this program shall be considered program income.

Default of the loan occurs if the mortgagor no longer resides in the home as the principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program.

A portion of the deferred payment second mortgage may be forgiven in cases where the loan to value ratio exceeds 100% and the home must be sold due to a catastrophic event, (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc.)

f. Recipient Selection Criteria

1. The assisted unit must be owner occupied, the primary residence of the owner, must be located in Alachua County, and outside the City of Gainesville.
2. Manufactured homes older than 2 years are ineligible for this program. All units must meet the standards of Florida Statutes in Chapter 553, Building Construction Standards.
3. Property taxes must be paid current on the unit to be assisted.
4. Client selection will be on a first-come, first-served basis, unless otherwise specified by the sub-recipient in its application or matching fund source. No client who has received home repairs under SHIP shall be eligible to re-apply for assistance for a period of five years from the date they have been completed.
5. Maximum property values for existing units after rehabilitation shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goals Chart.
6. Each unit, with the exception of emergency repairs, must meet and may exceed minimum housing code.

- g. Sub-recipient Selection Criteria**
Not applicable.
- h. Additional Information**
None

C. DISASTER MITIGATION/RECOVERY PROGRAM

a. Summary of Strategy

The Disaster Mitigation/Recovery Program is made available to applicants whose homes have been damaged in a disaster declared by Executive Order. SHIP funds would be used to leverage available federal, state, and insurance funds to provide assistance to eligible households for the purpose of repairing eligible housing. Use of funds would include purchase of emergency supplies to weatherproof damaged homes, interim repairs to avoid further damage, tree and debris removal required to make the housing units habitable and post-disaster assistance for non-insured repairs required in order for the unit to meet the County's minimum housing standards. Funding may also be used for homeowner relocation expenses such as security deposit for eligible recipients that have been displaced from their homes due to damage from a declared disaster.

b. Fiscal Years Covered

Fiscal year covered will be SFY 2011-2012, 2012-2013 and 2013-2014.

c. Income Categories to be served

Very low, low, and moderate income households, as defined by Section 420.9071, F.S., will be served as well as households earning up to 120% of the Area Median Income (AMI).

d. Maximum award is noted on the Housing Delivery Goals Chart

e. Terms, Recapture, and Default

Funding for this program will be provided on a first-come first-served basis in the form of zero-interest, 10 year deferred payment loan. Payment is due upon sale if sold within the 10 year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid. If sold after the 10 year term, no repayment is required. Any assistance will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if the mortgagor no longer resides in the home as the

principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. All repayments from this program shall considered program income.

A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc.).

f. Recipient Selection Criteria

Applicants must own and occupy the assisted property as a principal residence. The residence must have been damaged in a declared natural disaster. Applicants will be assisted on a first come, first served basis.

g. Sponsor Selection Criteria
Not Applicable

h. Additional Information

SHIP disaster funds may not be used to purchase or repair mobile homes.

D. SPECIAL NEEDS PROGRAM

a. Summary of the Strategy

Through an interlocal agreement, Alachua County and the City of Gainesville will jointly sponsor the Special Needs Program targeted to the construction and rehabilitation of temporary, transitional, or long-term rental housing addressing the housing needs of persons who have special housing needs as defined in Chapter 67-37.002 (13), Florida Administrative Code. Funding for this program will be provided in the form of a zero-interest, deferred payment, due-on-sale loan for eligible construction and rehabilitation costs or to a maximum dollar amount per unit for construction or rehabilitation purposes.

b. Fiscal Years Covered

The Special Needs Program will be available in FY 2011-2012, 2012-2013, and 2013-2014.

c. Income Categories to Be Served

The income categories to be served are very low households as per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award

See Housing Deliveries Goals Charts.

e. Terms, Recapture, & Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, 15 year deferred payment loan. Payment is due upon sale if sold within the 15 year term. If sold after fifteen years, no repayment is required. As long as the sponsor agency awarded SHIP funds continues to own and operate the assisted property to benefit low and very-low income persons with special housing needs during the term of the mortgage, then the loan will not have to be repaid. All SHIP funds awarded under this program will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. All repayments from this program shall be considered program income.

f. Recipient Selection Criteria

See Exhibit H - SHIP Special Needs Interlocal Agreement, Program Guidelines (Attachment I).

g. Sponsor Selection Criteria

Available funds will be jointly advertised by Alachua County and the City of Gainesville. Alachua County and the City of Gainesville will enter into separate contracts with the entities awarded funding. Applications will be accepted from non-profit and quasi-governmental agencies for specific projects. Applications will be reviewed by Alachua County and the City of Gainesville staff, who will make recommendations for funding of the projects that provide the most effective use of funds for housing and other services producing the greatest benefit to low and very-low income persons on a county-wide basis. The recommendations for funding, to be awarded by Alachua County, will be forwarded to the Alachua County Board of County Commissioners for approval. Agencies must demonstrate that funding and financing used for matching SHIP Special Needs funds will be available before SHIP funds will be committed and certify that assisted individuals or households qualify as very-low or low income. Preference will be given to eligible sponsors that provide employment opportunities to clients of the state Work and Gain Economic Self Sufficiency (WELFARE TRANSITION PROGRAM) Program. See Exhibit H - SHIP Special Needs Interlocal Agreement, Program Guidelines (Attachment I).

h. Additional Information

SHIP funds may be used as leverage funds for the HUD Continuum of Care grant program or with any other applicable private funding sources or local, state, or federal programs.

E. RENTAL DEPOSIT PROGRAM

a. Summary of the Strategy

The Rental Deposit Assistance Program provides funding to pay rental security and utility deposits on behalf of eligible very low income persons and/or households within Alachua County. Eligible utility deposits include only provider-mandated deposits for water, sewer, electricity, and gas. Rental Deposit funds may also be used to pay project delivery costs associated with strategy implementation such as inspection fees. To ensure maximum effectiveness and integrity, the PRDAP will be coordinated with rental security and/or utility deposit assistance provided by other agencies.

b. Fiscal Years Covered

The program will be available in SFY 2012, 2013, and 2014.

c. Income Categories to Be Served

Extremely Low and Very low income households will be served per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award is noted on Housing Delivery Goals Chart

e. Terms, Recapture, and Default

Assistance to eligible applicants under this strategy will be in the form of a grant and will not be subject to recapture from the tenant.

f. Recipient Selection Criteria

Eligible applicants will be approved for assistance subject to funding availability on a first-come, first-qualified, first-served basis using the following criteria:

- Applicants must meet income eligibility requirements.
- Applicants must demonstrate that they can afford the monthly rent and utilities for their selected unit.
- Applicants assisted under this strategy must lease, for at least one year, a dwelling unit which meets Section 8 Housing Quality Standards.
- Monthly rents may not exceed maximum rents as established by the Florida Housing Finance Corporation's annual Rent Schedule.

- Assistance is one-time only; applicants must not have been previously assisted by the PRDAP.
- Applicants must show proof of residence in Alachua County.
- Applicant must be the primary tenant of the dwelling unit to be leased.
- Applicant may not be a college student unless employed 25 hours per week or more.
- Applicants will be assisted on a first come, first qualified, first served basis.

g. Sponsor Selection Criteria

The Alachua County Department of Community Support Services will administer this Pilot Program with oversight from the Department of Growth Management.

h. Additional information

N/A

III. LHAP INCENTIVE STRATEGIES

1. Expedited Permitting Process for Affordable Housing* (Required)

Permits as defined in F.S. 163.3164 (7) and (8) for affordable housing projects are expedited to a greater degree than other projects. In the case when a backlog of applications for development approval occurs, resulting in delays in processing applications within the regularly scheduled time-frame, for profit and not for profit permits for affordable housing projects are assigned priority for review and processing. Permits shall be available within six business days after the application is found sufficient. This policy was implemented through Unified Land Development Code (ULDC) Chapter 402.03.5

2. Modification of Impact Fees for Affordable Housing

Alachua County provides General Revenue Funding to offset the cost of impact fees for affordable housing units. An increase on the budget from \$25,000 to \$100,000 may be considered if appropriate monitoring methods are established to reflect expenditures that justify this action. The procedures for this program were adopted April 12, 2005 in the Alachua County Development Impact Fees Administration Manual.

3. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

The new ULDC allows for long term concurrency reservation for Affordable Housing Developments without utilizing the Planned Development (P.D.) process. (Chapter 407.121 b, ULDC). Traffic capacity on many major County roads is limited. Therefore, the reservation of traffic concurrency is a critical element of the development approval process. Without a Planned Development zoning approval, concurrency reservations are normally limited to six months with Preliminary Plan approval and one year after final development plan approval. Not having a longer term reservation limits most development projects to one phase of construction. With a Planned Development approved by the Board of County Commissioners through a public hearing process, developments may be built in multiple phases over several years with the certainty of having reserved traffic capacity reserved for all of the phases. The incentive of offering long term concurrency reservations with a development plan approval for an affordable housing project allows for long term multi-phase projects without the additional effort, time, and costs required to pursue a planned development zoning approval.

4. Allowance for Accessory Dwelling Units-in Residential units in residential zoning Districts

Chapter 404.24, Unified Land Development Code (ULDC)

Accessory dwelling units are allowed by right with certain limitations on homesteaded lots in all residential zoning districts. This incentive creates an opportunity for affordable rental units to be included within market rate single family developments. As part of the EAR process, the limitations of accessory units have been identified for evaluation.

5. Reduction in parking and setback requirements for affordable housing

Chapter 407, ULDC, allows flexibility in parking requirements by providing options for shared parking for mixed use projects or uses that are adjacent to one another and provides allowances for reductions in off street parking requirements.

6. The allowance of flexible lot configurations, including zero –lot-line configurations, for affordable housing*

The Unified Land Development Code, Chapter 403, Article 3, implemented density based zoning districts that allow for flexible lot sizes and better utilization of densities allowed within land uses. The Unified Land Development Code contains a provision to allow mixed unit types by right (Single family and attached units) in residential zoning districts, allowing for more density and a greater range of unit prices. This in turn creates opportunities to include affordable housing units in market rate developments.

7. Modification of street requirements for affordable housing

Alachua County has a range of street standards, depending on street volume, which are intended to minimize street width requirements. There are no further recommendations on this issue at this time.

8. Establishment of an ongoing Review Process (Required)

Alachua County provides for the development of an expanded process to review local policies, ordinances, regulations, and comprehensive plan provisions which significantly increase the cost of housing. This initiative is administered through public advertisement of proposed new land development regulations and invitation of public comment on housing cost impact/.

Staff analysis is required for any comprehensive plan amendments or land development regulation text amendments, prior to adoption, to evaluate the impact(s) on the cost of housing, and to incorporate the findings in the staff report. This was implemented by a memo dated March 30, 2009 by the Alachua County Department of Growth Management.

9. Development of an inventory list of locally-owned public lands appropriate for use as affordable housing* (Required incentive)

Alachua County, in accordance with Florida Statutes, requires that every three years a review of County-owned lands be completed to determine if any are appropriate for use as affordable housing and conducted its evaluation at a scheduled public hearing. This policy was implemented through Resolution 08-28 on March 25, 2008.

10. Support for development and growth near transportation hubs, major employers, and mixed-use centers.

This is a theme of many policies in the Comprehensive Plan. Key EAR issues to be evaluated include these same policies.

*Indicates Specified Areas for Review per Florida Statutes 420.9076

11. Increased Number of Attached Units

Chapter 404.20(d) ULDC, contains a provision to increase the number of attached units allowed from four to eight units for Affordable Housing Developments.

12. Development Review Application Fee

The County Manager may waive development review application fees and charges to not-for-profit corporations that submit affordable housing projects. This policy is annually approved through the Alachua County fee schedule by the Board of County Commissioners.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan. Exhibit A.
- B. Timeline for Encumbrance and Expenditure: *Chapter 67-37.005(6)(d) and (f) F.A.C.*
A separate timeline for each fiscal year covered in this plan is attached as Exhibit B.
Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan:
Completed HDGC for each fiscal year is attached as Exhibit C.
- D. Certification Page:
Signed Certification is attached as Exhibit D.
- E. Adopting Resolution:
Original signed, dated, witnessed or attested adopting resolution is attached as Exhibit E.
- F. Program Information Sheet:
Completed program information sheet is attached as Exhibit F.
- G. Ordinance:
If changed from the original ordinance, a copy is attached as Exhibit G.
- H. Inter local Agreement: attached as Exhibit H.

LHAP Template 6/06

67-37.005 F.A.C.

Exhibit A Admin Budget

Fiscal Year	2011-2012
Salaries and Benefits	\$ 34,000.00
Office Supplies and Equipment	\$ 250.00
Travel Perdiem Workshops, etc	\$ 400.00
Advertising	\$ 250.00
Printing	\$ -
Communications, maintenance, etc.	\$ 100.00
Total	\$ 35,000.00

Fiscal Year	2012-2013
Salaries and Benefits	\$ 34,000.00
Office Supplies and Equipment	\$ 250.00
Travel Perdiem Workshops, etc	\$ 400.00
Advertising	\$ 250.00
Printing	\$ -
Communications, Maintenance, etc.	\$ 100.00
	\$ 35,000.00

Fiscal Year	2013-2014
Salaries and Benefits	\$ 34,000.00
Office Supplies and Equipment	\$ 250.00
Travel Perdiem Workshops, etc	\$ 400.00
Advertising	\$ 250.00
Printing	\$ -
Communications, Maintenance, etc.	\$ 100.00
Total	\$ 35,000.00

Based on a distribution of

\$350,000

TIMETABLE FOR STATE FISCAL YEAR: 2011-2012

Name of Government: Alachua County

6/30/09 F.A.C.

Program Activities	2011												2012												2013												2014																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Directions:

Type in the applicable years across the top line.

List Program Activities down left hand side. Type in an "X"

on applicable activity line under month and year the activity will be initiated or completed.

At a minimum the following activities should be included:

- 1) Advertise availability of funds and application period
- 2) Encumbrance of funds (12 months following end of State Fiscal Year)
- 3) Expenditure of funds (24 months following end of State Fiscal Year).
- 4) Submit Annual Report to FHFC (September 15th)

TIMETABLE FOR STATE FISCAL YEAR 2012-2013

Name of Local Government: Alachua County

Program Activities	2012												2013												2014												2015													
	Month												7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12								
Admission Availability of Funds																																																		
Application Period (Q1-Q2)																																																		
Start Program Year																																																		
Annual Report																																																		
Mid-Year Review/Adjustments																																																		
End-Year Review/Adjustments																																																		
Encumbrance Deadline																																																		
Expenditure Deadline																																																		
Final Program Review																																																		

Directions:

Type in the applicable years across the top line.

List Program Activities down left hand side. Type in an "X"

on applicable activity line under month and year the activity will be initiated or completed.

At a minimum the following activities should be included:

- 1) Advertise availability of funds and application period
- 2) Encumbrance of funds (12 months following end of State Fiscal Year)
- 3) Expenditure of funds (24 months following end of State Fiscal Year).
- 4) Submit Annual Report to FWFC (September 15th)

TIMETABLE FOR STATE FISCAL YEAR 2013-2014

Name of Local Government: Alachua County

Program Activities	2013												2014												2015												2016																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Directions:

Type in the applicable years across the top line.

List Program Activities down left hand side. Type in an "X"

on applicable activity line under month and year the activity will be initiated or completed.

At a minimum the following activities should be included:

- 1) Advertise availability of funds and application period
- 2) Encumbrance of funds (12 months following end of State Fiscal Year)
- 3) Expenditure of funds (24 months following end of State Fiscal Year).
- 4) Submit Annual Report to PMFC (September 15th)

Exhibit C

Florida Housing Finance Corporation HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2011-2012

Name of Local Government: Alachua County

Available Funds: \$360,000

Please check applicable box, A if Amendment, enter number:

New Plan: X

Amendment:

Fiscal Yr. Closesout:

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHP Award	LI Units	Max. SHP Award	MI Units	Max. SHP Award	A	B	C	D	E	F
							New Construction SHP Dollars	Rehab/Repair SHP Dollars	Without Construction SHP Dollars	Total SHP Dollars	Total Percentage	Total Units
1. Down Payment/ Rehabilitation	5	\$7,000	15	\$7,000				\$135,000.00		\$135,000.00	37.50%	20
2. Home Repair Program	10	\$10,000	4	\$10,000	0	\$0		\$140,000.00		\$140,000.00	38.89%	14
3. Disaster Recovery Strategy	0	\$5,000	0	\$5,000	0	\$5,000		\$0.00		\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
Subtotal 1 (Home Ownership)	15		19		0		\$0.00	\$275,000.00	\$0.00	\$275,000.00	76.39%	34

RENTAL STRATEGIES	VLI Units	Max. SHP Award	LI Units	Max. SHP Award	MI Units	Max. SHP Award	A	B	C	D	E	F
							New Construction SHP Dollars	Rehab/Repair SHP Dollars	Without Construction SHP Dollars	Total SHP Dollars	Total Percentage	Total Units
4. Special Needs	3	\$10,000				--		\$25,000.00		\$25,000.00	6.94%	3
5. Rental Deposit	16	\$1,500							\$25,000.00	\$25,000.00	6.94%	0
										\$0.00	0.00%	
										\$0.00	0.00%	
Subtotal 2 (Non-Home Ownership)	19		0		0		\$0.00	\$25,000.00	\$25,000.00	\$50,000.00	13.89%	3
Administration Fees										\$35,000.00	9.72%	
Admin. From Program Income										\$0.00	0.00%	
Home Ownership Counseling											0.00%	
GRAND TOTAL	34		19		0					\$360,000.00	100.00%	53

Add Subtotals 1 & 2, plus all Admins. & HO Counseling

Percentage Construct/Rehab	Calculate Constr./Rehab Percent, by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.		83.33%
Maximum Allowable Purchase Price:		New	Existing
		\$160,000	\$160,000

Allocation Breakdown	Amount	%
Very-Low Income	\$144,000.00	40.00%
Low Income	\$181,000.00	50.28%
Moderate Income	\$0.00	
TOTAL	\$325,000.00	90.28%

Projected Program Income:	\$0.00	Max Amount Program Income For Admin:	\$0.00
Other Income			
Projected Recaptured Funds:	\$10,000.00		\$0.00
Distribution:	\$350,000		
Total Available Funds:	\$360,000.00		

Exhibit C

Florida Housing Finance Corporation HOUSING DELIVERY GOALS CHART STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2013-2014

Name of Local Government: Alachua County

Name of Local Government: Alachua County										Available Funds: \$360,000				Percent of total available for use in 4th Fiscal Year: 100.00%			

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Name of Local Government: **Alachua County Board of County Commissioners**

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.
- (13) An interlocal entity shall have its local housing assistance trust fund separately audited

for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

Page 2

Certification

- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements. Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or xx has not been implemented.

Witness



Lee Pinkoson, Chair

Witness

Date

APPROVED AS TO FORM

OR



Alachua County Attorney

Attest:
(Seal)


ATTEST

J. K. IREY, CLERK

EXHIBIT E
ADOPTING RESOLUTION
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 11- 40

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *Chapter 67-37.005(6)(f)3, F.A.C.*, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing

distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Growth Management Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for the Alachua County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

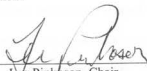
NOW THEREFORE, BE IT RESOLVED BY THE Alachua County Board of County Commissioners OF Alachua County, FLORIDA that:

Section 1: Board of County Commissioners of Alachua County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2012, 2013, and 2014.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

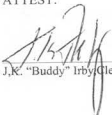
Section 3: This resolution shall take effect immediately upon its adoption.

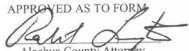
DULY ADOPTED THIS 22ND DAY OF APRIL 26, 2011.


Lee Pinkson, Chair

(CORPORATE SEAL)

ATTEST:


J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

Alachua County Attorney

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
INFORMATION SHEET

LOCAL GOVERNMENT: Alachua County Board of County Commissioners

CHIEF ELECTED OFFICIAL (Mayor, Chairman, etc.): Lee Pinkoson, Chair

ADDRESS: 12 S.E. 1st Street
Gainesville, Florida
32601

SHIP ADMINISTRATOR: Tom Webster, Housing Programs Manager

ADDRESS: 10 SW 2nd Avenue, Gainesville, FL 32601

TELEPHONE: (352) 337-6285 _____ FAX: (352) 381-0124 _____

EMAIL ADDRESS: twebster@alachuacounty.us

ADDITIONAL SHIP CONTACT: Jenny O. Poole, Program Coordinator

Address: 10 SW 2nd Avenue, Gainesville, FL

EMAIL ADDRESS: jopoole@alachuacounty.us

INTERLOCAL AGREEMENT: **YES/NO** (If yes, list other participants in the inter-local agreement): City of Gainesville: Special Needs Agreement

The following information must be furnished to the Corporation before any funds can be disbursed.

LOCAL GOVERNMENT EMPLOYER FEDERAL ID NUMBER: 59-6000501 _____

MAIL DISBURSEMENT TO: Alachua County Clerk of the Circuit Court

Finance and Accounting; P.O. Box 939

Gainesville, FL 32602

ADDRESS: See Above:

OR IF YOUR FUNDS ARE ELECTRONICALLY TRANSFERRED PLEASE COMPLETE THE ATTACHED FORM:

xx NO CHANGE FROM PREVIOUS ELECTRONIC FORM SUBMITTED.

Provide any additional updates the Corporation should be aware of in the space below:

Please return this form to: SHIP PROGRAM MANAGER, FHFC 227 N. BRONOUGH ST, STE 5000
TALLAHASSEE, FL 32301 Fax: (850) 922-7253

**ALACHUA COUNTY/CITY OF GAINESVILLE
INTERLOCAL AGREEMENT
FOR THE ADMINISTRATION OF S.H.I.P. SPECIAL HOUSING
NEEDS CONTRACTS DATED AFTER APRIL 12, 2005**

THIS INTERLOCAL AGREEMENT (Agreement), entered into this 12 day of April, 2005, by and between Alachua County, a charter county and political subdivision of the State of Florida, acting by and through its Board of County Commissioners (County), and the City of Gainesville, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (City):

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated May 28th, 1996, for the provision of Special Needs Housing Program services, recorded in the public records in Alachua County, Florida; and

WHEREAS, the City and County desire to enter into a new Interlocal Agreement wherein the City and County administer each Special Needs Housing project individually yet jointly perform some preliminary functions; and

WHEREAS, the City and County are authorized by the Florida Interlocal Cooperation Act, Section 163.01, et seq., Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the William E. Sadowski Affordable Housing Act, Chapter 92-137, Laws of Florida, created the State Housing Initiatives Partnership (SHIP) Act, Section 420.907, Florida Statutes, which authorizes distribution of monies in the Local Government Housing Trust Fund for the purpose of providing funds to counties and

eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment; and

WHEREAS, Alachua County is an approved County and the City of Gainesville is an approved eligible municipality within the County; and

WHEREAS, the County has adopted a Local Housing Assistance Plan (County LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs; and

WHEREAS, the City has adopted a Local Housing Assistance Plan (City LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs; and

WHEREAS, the City and County have determined that the welfare of persons who have special housing needs within Alachua County are the joint concern of both local governments and that a program to provide transitional housing to such persons within the City and County can be more effectively and efficiently funded and administered through an interlocal agreement; and

WHEREAS, the City and County have each therefore provided in their respective LHAPs for the establishment of a Special Needs Housing Program, to be jointly administered by the City and the County, for the purpose of providing funding for transitional housing for such persons.

NOW, THEREFORE, IT IS AGREED as follows:

Section #1. After April 12, 2005, all projects awarded funds as part of the Special Needs Housing Program shall be administered and monitored under the terms of

this agreement. All projects awarded funds under the terms of the agreement dated May 28th, 1996, shall continue to be governed by the terms of that agreement.

Section #2. The Alachua County/City of Gainesville Special Needs Housing Program (Program) is hereby established for the purpose of providing and administering funding pursuant to the requirements of the SHIP Act to provide for transitional housing needs of persons who have special housing needs, including, but not limited to, persons with developmental disabilities; persons with mental illnesses or chemical dependency; persons with Acquired Immune Deficiency Syndrome ("AIDS") and Human Immunodeficiency Virus ("HIV") disease; runaway and abandoned youth; public assistance recipients; migrant and seasonal farm workers; refugees and entrants; the elderly; and disabled adults.

Section #3. Unless terminated earlier pursuant to Section 6.e. of this Agreement, the term of this Agreement shall begin on the date first above-written and run for the period of implementation of all Program years for which funding is contractually awarded to eligible program sponsors. The period of implementation shall include the term of monitoring established by the SHIP Act for each Program year.

Section #4. Funding for the Program shall consist of that portion of the funds allocated to the Program by approved City LHAP and County LHAP, respectively and contractually awarded to eligible sponsors pursuant to applicable provisions of the SHIP Act, SHIP rule and adopted program guidelines.

Section #5. The Program shall be administered consistent with the Alachua County/City of Gainesville SHIP Special Needs Housing Program Guidelines, attached hereto and incorporated herein by this reference as Attachment I to the Agreement, as the same may be amended as applicable, by mutual agreement of the parties.

Section #6. The City and County agree:

a. To jointly advertise available funding for the Special Needs Housing Program by which funding is allocated by the City and County LHAP's respectively.

b. To jointly receive and review applications for sponsor funding through the Special Needs Housing Program.

c. To jointly review applications for funding and make recommendations to the City and/or County Commissions, respectively for separate funding awards in accordance with the Special Needs Housing Program Guidelines.

d. To individually monitor sponsor compliance assisted through the Program as required by the SHIP Program for each contract awarded with its respected funds.

e. If, at any time during the term of this Agreement, the City or County which are the parties to the Agreement believe that the intent of the parties as set forth herein is not being accomplished, or that the terms of the Agreement are not fair and equitable, such party may, upon provision of ninety days written notice, renegotiate the terms and provisions of this Agreement to become effective on the first day of the next state funding cycle. If the parties are unable to renegotiate the terms and provisions of the Agreement prior to the start of the next state funding cycle, or if one party ceases to be eligible for allocation and distribution of Local Housing Assistance Trust Fund monies, then this Agreement will terminate with respect to the next funding cycle and any future funding cycle but will continue as provided herein with respect to the responsibilities of the parties associated with past and current funding cycles.

Section #7. The City agrees as follows:

a. To enter into an agreement with each approved sponsor applicant for which City's funding is awarded through the Program for the purpose of implementing the Program.

b. Each party shall be solely responsible for the negligent or wrongful acts of its officers and employees. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

c. To assist the County with any aspect of the Program which is its responsibility under the terms of this Agreement upon request.

Section #8. The County agrees as follows:

a. To enter into an agreement with each approved sponsor applicant for which County's funding is awarded through the Program for the purpose of implementing the Program.

b. Each party shall be solely responsible for the negligent or wrongful acts of its officers and employees. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

c. To assist the City with any aspect of the Program which is its responsibility under the terms of this Agreement upon request.

Section #9. This Agreement and Attachment I embody the whole understanding between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

Section #10. This Agreement may only be amended by a written document approved and signed by both the parties and filed with the Clerk of the Court of Alachua County, Florida.

Section #11. This Agreement shall take effect upon filing with the Clerk of the Court of Alachua County, Florida, pursuant to Section 163.01(11), Florida Statutes.

Section #12. Nothing in this Agreement shall be interpreted as a waiver by the City or the County of its sovereign immunity except as provided under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

ALACHUA COUNTY, FLORIDA

By: Cynthia Moore Chestnut

Cynthia Moore Chestnut, Chair
Board of County Commissioners
4/26/05

ATTEST:

J.K. "Buddy" Irby
J.K. "Buddy" Irby, Clerk
(SEAL)

CITY OF GAINESVILLE

By: Pegeen Hanrahan

Pegeen Hanrahan
Mayor City of Gainesville

ATTEST:

Kurt M. Larson
Kurt M. Larson, Clerk of the City Commission

Approved As To Form

Robert Livingston
Robert Livingston
Assistant Alachua County Attorney

Approved As To Form and Legality

Marion J. Radson
Marion J. Radson
City Attorney

Attachment I

ALACHUA COUNTY/CITY OF GAINESVILLE SHIP PROGRAM SPECIAL NEEDS HOUSING PROGRAM

PROGRAM GUIDELINES FOR CONTRACTS DATED AFTER APRIL 12, 2005

I. GENERAL PURPOSE

A. Project Area and Purpose

Through an inter-local agreement, the City of Gainesville (City) and Alachua County (County) will sponsor a fund pool targeted to the construction and rehabilitation of temporary, transitional or long term rental housing addressing the following housing needs: persons who have Special Housing Needs means individuals because of particular social, economic, or health related circumstances, may have greater difficulty acquiring or maintaining affordable housing. Such persons may have, for example, encountered resistance to their residing in particular communities, and may have suffered increased housing costs resulting from their unique needs and high risk of institutionalization. Such persons may include, but are not limited to, persons with developmental disabilities; persons with mental illnesses or chemical dependency; persons with Acquired Immune Deficiency Syndrome ("AIDS") and Human Immunodeficiency Virus ("HIV") disease; runaway and abandoned youth; the elderly; and disabled adults.^[1]

- B. This Program shall be operated in accordance with all applicable rules and regulations of the County, City, State of Florida and Florida Housing Finance Corporation.

II. FUNDING SOURCE

The funding source shall be the SHIP Special Needs Housing Program as allocated in the City and County Local Housing Assistance Plans (LHAP) respectively.

III. ELIGIBLE PROGRAM SPONSORS

An eligible program sponsor must meet the following key eligibility criteria in order to participate:

- ✓ Sponsor organizations must be a quasi-governmental agency or a non-profit entity with current 501 (c) (3) tax exempt status;
- ✓ Sponsor organizations must demonstrate success in providing Special Needs Housing secured services during the previous three (3) consecutive years from date of application for Special Needs Housing Program funds.

- ✓ Sponsor organizations must demonstrate that other funds and financing are available before SHIP funds will be committed and must certify that all assisted individuals must qualify as very low and low-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program. Housing projects must meet income certification guidelines as provided by City and/or County Special Needs Income Certification Plan & Monitoring Strategy.
- ✓ Sponsor organizations must have applicable federal, state and/or local license(s) as required to operate an entity within the City and/or the County.
- ✓ To the extent funds are available, Sponsor organizations must make the assisted housing and related services available to all eligible persons regardless of jurisdiction of residence within Alachua County prior to or at the time of request or referral for services.

ELIGIBLE SPONSOR SELECTION CRITERIA

The following selection criteria and measures will be used to evaluate applications for funds submitted by an eligible sponsor:

SELECTION CRITERIA	MEASURES
Overall Capacity of Organization to Fulfill Project Proposal	Experience with similar housing construction activities; Financial resources and systems in place
Ability to Proceed and Expedite in a Timely Manner	Site Control, Zoning, Land Use Plan, Site Suitability, Engineering, Architectural
Management System for Effective Production, Cost, Quality and Control	Staffing, Operation Procedures, Project personnel availability, Staff/Agency Experience, Board Experience
Financial Management and Resources	Pro forma, Project budget, Documented Cost Estimates, Audit Reports, Adequate Cash Flow, Basic Underwriting Principles
Previous/Current Contract Compliance	Findings, Completions of other Projects funded
Experience with support services such as, special needs and/or homeownership programs and education	Training required or provided
WAGES and Workforce Development Initiatives Program participation	Documentation organization employees WAGES and Workforce Development Initiatives Program participants (if applicable).
Developer Fee	Appropriate for Level of Work Involved

The following documents may be requested as a part of the competitive application process:

Approved site plan, Letters of commitment for other funding, Evidence of site control, Three years of tax returns, Three years financial statements, Interim financial statements, Project description, Company history, Resumes of all company principals, Application form, Survey and other documentation as may be required.

V. ELIGIBLE PROGRAM RECIPIENTS

An eligible recipient must meet the following key eligibility criteria in order to occupy a SHIP funded unit or receive assistance from eligible program sponsors:

- ✓ Must be in one of the special needs groups listed in I (A); and
- ✓ Assisted individuals must qualify as very low and low-income households as defined by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.

VI. ELIGIBLE PROPERTY

An eligible property for which SHIP Special Needs Housing Program Funds can assist must meet the following key eligibility criteria:

- ✓ Eligible properties shall be located in Alachua County, including the incorporated limits of the City of Gainesville;
- ✓ Rental units constructed, rehabilitated or otherwise assisted from the local housing assistance trust fund must be monitored at least annually for 15 years or the term of assistance, whichever is longer, for compliance with tenant income and affordability requirements, as otherwise exempted from Florida Statute 420.9075 (3) (e). In determining the maximum allowable rents, "Affordable" means that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071 (2), subsection (19) and subsection (28), Florida Statutes. The rent limit chart is provided by the U.S. Department of Housing and Urban Development (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for use in the SHIP Program.
- ✓ Mobile homes shall not be assisted.

VII. FORM OF OWNERSHIP

Ownership types include the following:

- ✓ Fee simple title in a single-family or multi-family attached or detached unit;
- OR
- ✓ Long-term lease for a minimum duration of the period of construction/rehabilitation plus the income compliance period.
 - ✓ Proof of ownership shall consist of a copy of a recorded deed and of an executed recorded mortgage instrument (if applicable) showing that title to the property has been conveyed to the sponsor organization and containing a legal description of the property. Proof of long-term lease shall consist of copy of the lease agreement.

III. AWARD

- ✓ The City and County will jointly review sponsor applications for funding and make recommendations to the City and/or County Commissions, respectively for funding awards in accordance with the SHIP Special Needs Housing Programs.
- ✓ The maximum assistance will be the lesser of up to 50% of the eligible construction project cost or \$6,000 per unit. Maximum dollar amounts per unit (per bed for single-room occupancy units, per bedroom for multi-bedroom units, per bed for dormitories) will be based on the number of single or multi-occupancy bedrooms.
- ✓ Funds are provided to sponsor as a due on sale loan recorded in the public records of Alachua County, Florida. The housing must remain affordable and occupied by income eligible beneficiaries for a period of 15 years. Sponsor organizations shall comply with and provide written certification of income and rent levels for the compliance period of 15 years. All SHIP assisted rental properties offered for sale prior to the 15-year term of affordability must be subject to a right of first refusal for purchases at the current market value, less the amount of the SHIP subsidy, by eligible nonprofit organizations who would provide continued occupancy by eligible persons.

Collateral:

The sponsor organization shall execute a SHIP Mortgage Agreement in the amount of the loan for Special Needs Housing Program Assistance to be recorded in the public records in Alachua County, FL.

IX. ELIGIBLE COSTS

Eligible costs include the following:

Construction or rehabilitation of a unit or building for the purpose of providing temporary, transitional or long term rental housing for eligible households who are included in one of the special needs groups as listed in IA.

X. CONTRACTING

This sets forth requirements and procedures with respect to Special Needs Housing contracts financed through the Special Needs Housing Program.

A. Contract

Repair work done through the Special Needs Housing Program shall be undertaken only through a written contract between the Contractor and the sponsor organization receiving SHIP funds.

B. Sponsor organization shall obtain or prepare the following documents:

- ✓ Scope of Work & Cost Estimate;

- ✓ Prepare construction contract documents for project and obtain bids and proposals from contractors; and
- ✓ Conduct bid opening, which is open to the public.

XI. DISBURSEMENT

City and/or County staff shall be responsible for the following as applicable:

- ✓ Inspect repair work;
- ✓ Make final inspection of repair work, ensure that the County and/or City Building Divisions perform applicable inspections and receive Certificate of Final Approvals; and
- ✓ Obtain warranties and releases of liens from manufacturers, suppliers and contractors prior to final payment for repair work.

Final payment shall be made to sponsor organizations upon receipt of the following:

- ✓ Application for payment;
- ✓ Copies of all invoices, receipts, cancelled checks and/or other related documents;
- ✓ SHIP Financial Report for the funding reimbursement request (Attachment II);
- ✓ Certificate of Occupancy; and
- ✓ Income Certification forms and/or other related documentation, for occupants of the project as required by the City and/or County.

XII. TERMS & CONDITION

The sponsor organization shall agree to abide by the following terms and conditions:

- A. Sponsor organizations awarded funds through the Special Needs Housing Program will be required to enter into an agreement with Alachua County and/or City of Gainesville prior to the expenditure of any funds pursuant to the award.
- B. Discrimination: *Section 420.9075(3)(c), F.S.*
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- C. Wages to Work *Chapter 67-37.005(5)(b)7., F.A.C.*

Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.

D. Use of Proceeds

Use loan proceeds only to pay for eligible costs to carry out the construction or rehabilitation work for which the funding is approved.

E. Compliance Inspection

The Sponsor organization and contractor must allow inspection of the property constructed and/or repaired under this Program by City of Gainesville and/or Alachua County for compliance with applicable City and/or County Building Code and other applicable federal, state and/or local codes and requirements.

F. Completion of Work

Staff will assure that work is carried out promptly and efficiently according to standard construction and rehabilitation program procedures. No payment submission will be made to the sponsor organization until a release of liens from each supplier and subcontractor and general contractor Final Approvals Certificate and warranty papers are received by County/City staff.

ATTACHMENT II

ALACHUA COUNTY/CITY OF GAINESVILLE SPECIAL NEEDS HOUSING PROGRAM SHIP FINANCIAL REPORT

OFFICE USE ONLY	
Date Received:	_____
Date Approved:	_____
Staff Initials:	_____

- A. SUBRECIPIENT ORGANIZATION: _____
- B. REPORTING PERIOD: _____
- C. PROGRAM REVENUES:

	APPROVED BUDGET	CURRENT PERIOD	CUMMULATIVE TO-DATE	AVAILABLE BALANCE
1. SHIP Funds	_____	_____	_____	_____
2. Sub recipient/Matching Contribution	_____	_____	_____	_____
3. Program Income	_____	_____	_____	_____
Total Cashed Received	_____	_____	_____	_____

D. PROGRAM EXPENDITURES:

	APPROVED BUDGET	CURRENT PERIOD	CUMMULATIVE TO-DATE	AVAILABLE BALANCE
1. New Construction Costs	_____	_____	_____	_____
2. Rehabilitation Costs	_____	_____	_____	_____
3. Other (Specify): _____	_____	_____	_____	_____
Total Expenditures	_____	_____	_____	_____

- E. SHIP funds now requested: \$ _____
- F. SHIP cash balance at end of this reporting period: \$ _____

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE DATA REPORTED HEREIN IS CORRECT, THAT THE AMOUNTS REPORTED HEREIN HAVE BEEN SPENT FOR A PUBLIC PURPOSE, AND THAT NONE OF THESE PAYMENTS, NOR ANY PORTION THEREOF, HAVE BEEN SUBMITTED TO OR REIMBURSED BY ANY OTHER PUBLIC OR PRIVATE ORGANIZATION OR PERSON OR BY THE CITY OR THE COUNTY UNDER ANY OTHER AGREEMENT.

Authorized SIGNATURE: _____

TITLE: _____ DATE: _____

WITNESS: _____ PHONE NUMBER: _____

April 26, 2011 Regular BoCC Meeting
Agenda Item #47

Title

Neighborhood Stabilization Program (NSP) Sales Agreement (Amended)

Amount

\$84,000.00

Description

Request approval of sales agreement for NSP Home 005

Recommendation

Approve the sales agreement for Neighborhood Stabilization Program Home 005

Alternative(s)

Amend and approve sales agreement for NSP Home 005

Requested By

Tom Webster, Housing Programs Manager

Originating Department

Growth Management

Attachment(s) Description

NSP 005 Sales Agreement

Documents Requiring Action

NSP 005 Sales Agreement

Executive Summary

Alachua County has received a full price offer from an eligible household for NSP Home 005. This home was acquired and has been repaired through the Neighborhood Stabilization Program. The sales agreement meets all program requirements.

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 release, in compliance with Ordinance 10-27. County staff also disseminated information about NSP homes and how to acquire them through the Alachua County Homebuyer Education Workshops, held in conjunction with the City of Gainesville Housing Division. A For Sale sign was posted at this home and a flyer for home was made available as well. The Board previously accepted a full price offer for this home on March 22, 2011. Credit issues, however, prevented the first buyer from obtaining financing for this home and was subsequently released from the sales agreement. As a result, a back-up offer was submitted by a different buyer. This 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 to ensure that the real estate contract complies with county policies and procedures. This home will be closed using a title insurance company procured to with NSP regulations.

Issues

This contract expires April 30, 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 Sale Agreement 1631 SE 37th Final.pdf

"AS IS" Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1* PARTIES: Alachua County Board of County Commissioners ("Seller"),
2* and Johnny A. Loarte ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal
4 Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale
5 And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 1631 SE 37 Street, Gainesville, Florida 32641
8* (b) Property is located in: Alachua County, Florida. Real Property Tax ID No: 16126-037-000
9* (c) Legal description of the Real Property: Devonshire Hills Lot 37 OR 3952/2238

10* together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
11 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

12 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
13 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),
14 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
15 openers, and security gate and other access devices; and (ii) those additional items checked below. If
16 additional details are necessary, specify below. **If left blank, the item below is not included:**
17*

☒ 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	

18 The only other items of Personal Property included in this purchase, and any additional details regarding
19* Personal Property, if necessary, are: _____

20* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
21* (e) The following items are excluded from the purchase: _____
22*
23*

24* **2. PURCHASE PRICE (U.S. currency):**..... \$ 84,000.00

25* (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) \$ 500.00

26* The initial deposit made payable and delivered to "Escrow Agent" named below
27* (**CHECK ONE**): ☐ accompanies offer or ☐ is to be made upon acceptance (Effective Date)
28* or ☒ is to be made within _____ (if blank, then 3) days after Effective Date

29* Escrow Agent Information: Name: _____ **US Title**
30* Address: _____ Phone: 372-7000
31* E-mail: _____ Fax: _____

32* (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3)
33* days after Effective Date.....\$ _____

34* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

35* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ 57,000.00

36* (d) Other: NSP second mortgage\$ 30,000.00

37* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
38* transfer or other **COLLECTED** funds.....\$ _____

39* **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

40* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

41* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before April 30, 2011

42* _____ this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.
43* Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
44* counter-offer is delivered.

45* (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
46* initiated this offer or final counter-offer ("Effective Date").

47* **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
48* and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
49* ("Closing") on May 31, 2011 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials stL Page 1 of 10 Seller's Initials 7
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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 before 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 \$ 57,000.00 or _____ % of the Purchase Price, at an initial interest rate not to exceed 5.500 % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 years ("Financing").

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- ☐ (c) Assumption of existing mortgage (see rider for terms).
- ☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Other: _____
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance

(c) **TITLE EVIDENCE AND INSURANCE:** At least 20 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

327 deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will
328 close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's
329 notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of
330 Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days
331 within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure
332 Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date
333 has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or
334 (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from
335 all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects,
336 and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
337 thereby releasing Buyer and Seller from all further obligations under this Contract.

338 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
339 encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable
340 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such
341 matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than
342 Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey
343 shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior
344 survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
345 preparation of such prior survey, to the extent the affirmations therein are true and correct.

346 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
347 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

348 **D. LEASES:** Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and
349 estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent
350 and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease
351 Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by
352 Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s)
353 to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver
354 written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing
355 Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
356 further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who
357 shall assume Seller's obligation thereunder.

358 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing
359 statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs
360 to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or
361 repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general
362 contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all
363 such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for
364 improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid
365 or will be paid at Closing.

366 **F. TIME:** Calendar days shall be used in computing time periods. Any time periods provided for in this Contract
367 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.
368 (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

369 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
370 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or
371 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual
372 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of
373 Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in
374 part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force
375 Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent
376 performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this
377 Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer
378 and Seller from all further obligations under this Contract.

379 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
380 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described
381 in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by
382 absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

383 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

384 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
385 attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- | | | | |
|---|--|---|---|
| ☐ A. Condominium Assn. | ☐ L. RESERVED | ☐ R. Rezoning | ☐ Y. Seller's Attorney |
| ☐ B. Homeowners' Assn. | | ☐ S. Lease Purchase/Lease Option | ☐ Z. Buyer's Attorney |
| ☐ C. Seller Financing | ☐ M. Defective Drywall | ☐ T. Pre-Closing Occupancy | ☐ AA. Licensee-Personal Interest in Property |
| ☐ D. Mortgage Assumption | ☐ N. Coastal Construction Control Line | ☐ U. Post-Closing Occupancy | ☐ BB. Binding Arbitration |
| ☒ E. FHA/VA Financing | ☐ O. Insulation Disclosure | ☐ V. Sale of Buyer's Property | ☐ Other _____ |
| ☐ F. Appraisal Contingency | ☒ P. Pre-1978 Housing Statement (Lead Based Paint) | ☐ W. Back-up Contract | |
| ☐ G. Short Sale | ☐ Q. Housing for Older Persons | ☐ X. Kick-out Clause | |
| ☐ H. Homeowners' Insurance | | | |
| ☐ I. FIRPTA | | | |
| ☐ J. Interest-Bearing Acct. | | | |
| ☐ K. RESERVED | | | |

20. ADDITIONAL TERMS: This offer is contingent upon the buyer obtaining \$30,000.00 down payment and closing costs assistance in the form of an NSP 2nd mortgage.

494

COUNTER-OFFER/REJECTION

- 495* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 496 deliver a copy of the acceptance to Seller).
 497* ☐ Seller rejects Buyer's offer.

498 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**
 499 **OF AN ATTORNEY PRIOR TO SIGNING.**

500 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

501 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*
 502 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*
 503 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested*
 504 *persons.*

505 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
 506 BE COMPLETED.

507* Buyer: *Jeffrey*

Date: 4/4/11

508* Buyer: _____

Date: _____

509* Seller: *Lee Pinkoson*

Date: April 26, 2011

510* Seller: _____

APPROVED AS TO FORM

Date: _____

511 Buyer's address for purposes of notice
 512* c/o Suskin Realty, Inc 3131 NW 13 Street, #6
 513* Gainesville FL 32609
 514* _____

Seller's address for purposes of notice
 ALACHUA COUNTY ATTORNEY

515 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
 516 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
 517 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
 518 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
 519 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
 520 made by Seller or Listing Broker to Cooperating Brokers.

521* Marc Suskin
 522* Cooperating Sales Associate, if any

n/a
Listing Sales Associate

523* Suskin Realty, Inc.
 524* Cooperating Broker, if any

n/a
Listing Broker

Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initiated by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Board of County Commissioners (SELLER) and Johnny A. Loarte (BUYER) concerning the Property described as 1631 SE 37 Street, Gainesville, Florida 32641
Devonshire Hills Lot 37 OR 3952/2238

Buyer's Initials JL

Seller's Initials Jp

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. DEFINITIONS:

- (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
- (b) "Property" is the Property which is the subject matter of this Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Purchaser" is the Buyer named in this Contract.

2. INSPECTIONS AND APPRAISAL:

In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed \$ 0.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☒ (CHECK IF APPLICABLE) **FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ 84,000.00. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

- (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of \$ _____ (\$100.00 if left blank).
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
- (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ (CHECK IF APPLICABLE) **VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

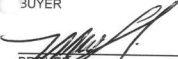
(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)


BUYER _____ Date 4/4/11


SELLER _____ Date April 26, 2011

LEE PINKOSON, CHAIR


BROKER _____ Date 4/4/11

SELLER _____ Date _____
BROKER _____ Date _____

ATTEST:

J. K. IVEY, CLERK

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Board of County Commissioners (SELLER) and Johnny A. Loarte (BUYER) concerning the Property described as 1631 SE 37 Street, Gainesville, Florida 32641
Devonshire Hills Lot 37 OR 3952/2238

Buyer's Initials JL

Seller's Initials JP

P. LEAD-BASED PAINT DISCLOSURE

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

(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.

(b) Records and reports available to the Seller (CHECK ONE BELOW):

- ☒ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: Lead based paint inspection by PB03 reflecting result as negative
☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(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 the 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.

LEE PINKOSON, CHAIR
Date 4/4/11

Selling Licensee
Date 4/4/11

BUYER
Date 4/4/11

BUYER
Date 4/4/11

Listing Licensee
Date 4/4/11

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

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 Sammy A. Long ("Buyer") for property located at: 1631 SE 37th Street, Gainesville, Florida 32641 (the "Property").

- 1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.
- 2) Seller shall not have any duty to indemnify arising out of the contract.
- 3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.
- 4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.
- 5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.
- 6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.
- 7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

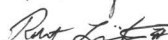
 4/4/11
Date

 4/4/11
Date

Seller


Chair
Alachua County Board of County Commissioners


Attest, K. Irby, Clerk


Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

April 26, 2011 Regular BoCC Meeting
Agenda Item #48

Title

High Springs Fire Suppression and Initial Response Emergency Medical Service: Interlocal Agreement with the City of High Springs (Amended)

Amount

\$163,100.00 (estimated expenditure)

Description

Request Adoption of the Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services

Recommendation

Adopt the Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services

Alternative(s)

Do not adopt the Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services and direct staff

Requested By

Ed Bailey 384-3130

Originating Department

Public Safety

Attachment(s) Description

Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services and Letter from City of High Springs dated March 30, 2011

Documents Requiring Action

Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services

Executive Summary

The FY12 Interlocal Agreement with the City of High Springs for Fire Suppression and Initial Response Emergency Medical Services compensates the City of High Springs for their responses in the unincorporated area at a flat base amount of \$145,000 and \$362.00 per primary incident when dispatched as the primary responder into the City of Alachua. The City of Alachua reimburses the County for High Springs responses when E21 is committed on another incident within the municipal limits of Alachua. The estimated number of primary incident responses into the City of Alachua by the City of High Springs is 50 per year or \$18,100.00 for a total estimated contract expenditure of \$163,100.00. The Agreement also provides fiscal reciprocity for E21 responses into the municipal boundary of High Springs when the High Springs Engine is committed to another incident within their municipal boundary.

Background

The City of High Springs initially requested the County consider allowing a the City to merge with the County and participate in

the MSTU-Fire fund as a funding source for services for FY12. It was later requested to defer further discussions until the joint Board meeting in June, 2011 with a possible merger date of FY13. The City of High Springs has agreed to continue the Interlocal Agreement with Alachua County for the provision of Fire Suppression and Initial Response Emergency Medical Services. The agreement provides for a flat, base rate of \$145,000.00 in twelve (12) equal payments. The agreement also provides for \$362.00 rate per incident when the City of High Springs is dispatched as the primary responder into the City of Alachua. The estimate based on past dispatches is 50 or \$18,100.00. The City of Alachua reimburses the County for High Springs responses when E21 is committed on another incident within the municipal limits of Alachua. In addition, the Agreement also provides fiscal reciprocity for E21 responses into the municipal boundary of High Springs when the High Springs Engine is committed to another incident within their municipal boundary. Any reduction to the MSTU-Fire revenues could impact the County's ability to pay for the agreement. Past expenditure reductions have been shared by both the Department of Public Safety and all participants of the Fire Services Network. If the MSTU-Fire revenue is reduced, the FY12 agreement with High Springs may require amendment.

Issues

The FY11 agreement with the City of Alachua did not include the cost of the City of High Springs' primary response. The proposed FY12 agreement does include the reimbursement to the County for these costs. The City of High Springs has executed the FY12 agreement and advised the Board via attached letter dated March 30, 2011 that the document must be executed by April 30, 2011. A reduction to the MSTU-Fire revenue may impact the funding of the fire service agreements.

Fiscal Recommendation

\$145,000.00 and \$362.00 per incident when primary responder into City of Alachua (\$18,100.00 estimate). The City of Alachua will reimburse Alachua County for responses when Engine 21 is committed on another incident within the municipal limits of Alachua. The Agreement also provides for fiscal reciprocity for Engine 21 responses into the City of High Springs when the High Springs unit is committed to an incident within their municipal boundary.

Fiscal Alternative(s)

n/a

Funding Sources

MSTU-Fire Fund

Account Code(s)

011-5480-522.34-10

Attachment: High Springs Fire Response Final.pdf

Attachment: FY12 Letter 03302011.pdf

**INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION &
FIRST RESPONSE EMS/RESCUE SERVICES
BETWEEN ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS**

This Uniform Fire Service Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County") and the City of High Springs an authority organized under the laws of the State of Florida (hereinafter "City"), is made, entered into, and effective this 1st day of October 2011.

Whereas, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

Whereas, both City and the County deem it appropriate and in furtherance of the public health, safety, and welfare to enter an Interlocal Agreement to provide for fire suppression and first response EMS/rescue services; and,

Whereas, the City is located within Alachua County and is authorized to provide fire suppression and first response rescue services; and

Whereas, the County is authorized to provide or contract for fire suppression and first response rescue services; and,

Whereas, the City is willing and able to provide fire suppression and first response rescue services to the County; and

Whereas, the County is willing and able to provide fire suppression and first response rescue services to the municipal boundaries of the City, and

Now, therefore, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Intent & Term of Agreement.

A) The City Fire Department shall be a part of the countywide cooperative system established by the Board of County Commissioners, known as the "Fire Services Network." The County and the City will reciprocate fire and first response EMS/rescue services as dispatched by the Combined Communication Center (CCC).

B) The term of this Agreement shall commence on October 1, 2011, the first day of Fiscal Year 2011-2012. This Agreement shall remain in effect until terminated by agreement of the Parties or as otherwise provided herein.

Section 2. Definitions. For purposes of this Agreement, the terms listed below shall have the following meanings:

A) Alachua County Department of Public Safety (ACDPS); The County department charged with the responsibility for providing and/or coordinating Emergency Management, radio communications, Emergency Medical, Rescue Services, and Fire Protection services

B) CCC; Alachua County Combined Communications Center.

C) First Response Rescue Services; The initial fire based non-transport response to requests for medical assistance for accident victims and health related incidents.

D) Standard Communications Protocol; A step-by-step approach to radio communications which uses "plain language" and is based on uniform standards developed and/or adopted by the County.

E) Incident; A call for fire suppression or first response services to a given location, regardless of the number of apparatus responding.

F) District Chief; That person who is employed by ACDPS and who is designated to assume and assign command and control of emergency incidents.

G) Fire Services Network; a Countywide cooperative system established by the Board of County Commissioners to ensure the safe and effective delivery of fire-rescue services through the core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system, and response assignments.

Section 3. Fire Suppression and First Response EMS/Rescue Services.

A) Service Provider and Service Area. The City shall provide the initial response and support to all fire suppression and EMS/rescue incidents in the County as dispatched by the Combined Communication Center (CCC). The County shall provide initial response and support to all fire suppression and EMS/rescue incidents in the municipal boundaries of the City as dispatched by the Combined Communication Center (CCC).

B) Incident Command. Command and control of every incident shall comply with the National Incident Management System.

1) Each party may retain, assign, or assume command of a fire incident occurring within its political jurisdiction.

C) Level of Service (LOS) Standards.

1) Unit response within one (1) minute of dispatch (completion of the initial page); and
2) All personnel must meet Florida fighter certification requirements, and first responder (volunteer) or emergency medical technician (paid); and

3) Responding Engine, Brush, or Squad unit(s) staffed with two (2) personnel, Tanker may be staffed with one (1) person.

4) When responding from Station, the initial first response unit must arrive on scene

within twelve (12) minutes 80% of the time from dispatched; and

5) Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols.

Section 4. Dispatch Protocols. The City may make protocol recommendations. Dispatch protocols shall be developed by ACDPS. Final authority to approve and implement dispatch protocols lies solely with the Director of Public Safety.

Section 5. Equipment and Staff.

A) The City shall provide the necessary equipment and staff necessary to perform its duties under this Agreement.

B) To ensure compatibility and interoperability with the Fire Services Network the City Fire Department equipment and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County.

C) The County shall provide a complement of BLS disposable medical supplies (used by rescue units) utilized by the City's primary fire apparatus responding under this section. The County shall resupply consumable supplies as the supplies are used during emergency incidents with ACDPS.

Section 6. Other Agreements.

This Agreement shall have priority over any other agreement as related to the provision of fire suppression and first response EMS/rescue services in Alachua County except when City units have already responded to a request for mutual aid with another agency that the City has an agreement with.

Section 7. Dispatch Services. The County will provide central receipt of emergency calls, dispatching of units per the dispatch protocol, and voice radio communications.

Section 8. Communications Equipment. The County will provide the following communications equipment:

A) Mobile and portable radios – mobile and portable radios will be provided to the City for the exclusive use when responding to incidents dispatched by Alachua County. The actual number of radios provided shall be determined by the Director of Public Safety with consultation of the City's representative. The number of radios provided by the County will not exceed ten (10).

1) The County will provide for access for the County owned radios to the Countywide Radio System (CRS).

2) The County shall be responsible for maintenance, installation/removal, and replacement of County owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

3) Additional mobile and portable radios may be purchased by the City, but must meet the specifications and have full operability with the CRS.

4) The City shall be responsible for any additional monthly CRS access fees for additional City owned CRS capable mobile radios.

5) The City shall be responsible for maintenance, installation/removal, and replacement of City owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

B) A list of all County-owned communications equipment provided to the City is attached as Exhibit "A" to this Agreement. This Exhibit may be modified from time to time without the necessity of amending this Agreement.

Section 10. Method of Payment.

A) The County shall pay The City a flat rate total amount of \$145,000.00 for services provided to the County identified in this Agreement.

1) Payments to the City shall be made in twelve (12) equal payments made on a monthly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.

B) The County shall reimburse the City at the rate of \$362.00 per incident when dispatched as the primary responder into the City of Alachua.

1) "Primary responder" is defined as the only unit dispatched to an incident or when dispatched as the closest unit due to Engine 21's unavailability.

2) Payments to the City shall be made in the month immediately after the month the service was provided to the County. Payment will be in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.

C) In the event this agreement is terminated pursuant to Section 12, a prorated share of funds shall be payable until the date of termination.

D) The County shall fund the items listed below for the City's participation in the Fire Services Network :

- 1) Administrative oversight and management of the Fire Services Network.
- 2) Replenishment of Disposable Medical supplies.
- 3) Access to and use of the Countywide Radio System.
- 4) Mobile and portable radios.
- 5) Dispatch and radio communication services.

E) The City shall reciprocate payment of \$362.00 per incident to the County when fire apparatus (excluding rescue and command) are dispatched as the primary responder within the municipal boundaries of the City.

1) "Primary responder" is defined as the only unit dispatched to an incident or when dispatched as the closest unit due to Engine 29's unavailability.

2) Payments to the County shall be made in the month immediately after the month the service was provided to the City. Payment will be in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.

Section 11. Entire Agreement This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 12. Effective Date, Duration, Termination.

A) This Agreement shall be effective on October 1, 2011 and remain in effect until terminated as follows:

1) If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the other party shall send a notice of intent to terminate, effective no earlier than 120 days. Within 30 days of the notice of intent to terminate, the Administrative Officials of each party shall meet to resolve the dispute.

B) Termination Due to Funds Availability. The performance of any and all provisions of this Agreement by the City and County are expressly conditioned upon the availability of funds lawfully appropriated and budgeted to carry out the purpose of this Agreement. In the event an either party anticipates an unavailability of funds, then that Party may terminate this Agreement, effective at midnight on the next September 30th, by providing written notice no later than May 31st. Each Party is the sole and final authority as to the availability of funds for such Party. The each party is obligated to pay all funds due prior to the date of a termination.

C) This Agreement will remain in effect until affirmatively terminated by either or both parties to the Agreement. Except as provided for in Section 11 (A) and (B) above, either party may terminate for convenience the Agreement by giving the other party written notice on or before May 31st of the previous contract year.

Section 13. Insurance.

A) The County represents that it is self funded for liability insurance in accordance with Section 768.28, Florida Statutes. The County hereby assumes responsibility for, and hereby agrees to indemnify and hold the City harmless from any and all liability, claims, or damages imposed on the City up to the monetary limits provided in Section 768.26, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County and the services to be provided by the County under this agreement.

B) The City hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages imposed on the County up to the monetary limits provided in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the City and its agents or employees relating to the responsibilities of the City under this agreement. The City agrees to maintain insurance coverage, either through self-insurance or commercial policy, on their property identified utilized as part of this Agreement, to include premises liability in the amount to ensure full replacement.

C) Each party agrees to provide the other with copies of the certificates of insurance for all coverage's in effect throughout the term of this agreement and will provide the other with thirty (30) days notice of any cancellation or amendment to the insurance coverage's.

Section 14. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of 768.28, Florida Statutes. This agreement does not create any relationship with, or any rights in favor of any third party.

Section 15. Service Disputes. The County and City shall each appoint one representative whose responsibility shall be to review and resolve any and all service disputes. The Representatives must be from an operational Chief level classification. Repeat, habitual, and unresolved disputes will be forwarded to the attention of the Public Safety Director and City Manager.

Section 16. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01(11), Florida Statutes.

Section 17. Applicable Law. The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

Section 18. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the City's representative are:

Randall H. Reid, County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

Jenny Parham, City Manager
High Springs, Florida
PO Box 369
High Springs, FL 32669

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

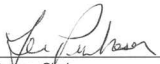
Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32602
ATTN: Contracts

Section 19. Non-Waiver. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

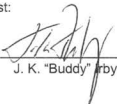
Section 20. Severability. If any provisions of this Agreement shall be declared illegal, void, or enforceable the other provisions shall not be affected but shall remain in full force and effect.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Alachua County Board of County Commissioners

Attest:

By: 
J. K. "Buddy" Arby, Clerk

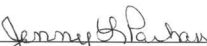
APPROVED AS TO FORM


Alachua County Attorney's Office

CITY OF HIGH SPRINGS, FLORIDA

By: 
Larry L. Travis, Mayor
High Springs, Florida

Attest:

By: 
Jenny L. Parham,
City Manager/Clerk

APPROVED AS TO FORM

By: 
Thomas G. DePeter, City Attorney